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## COLLECTIVE AGREEMENT

Between

NAV CANADA

And

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 2228**

RECEIVED

DISKETTE

16 AOUT 2005

Expiry Date: August 31, 2005

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## **ARTICLE 1**

### **PURPOSE OF AGREEMENT**

- 1.01 The purpose of this Agreement is to establish and maintain harmonious relationships between the Employer, the Local and the employees and to set forth herein the terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 1.02 The parties to this Agreement share a desire to improve the quality and to increase the efficiency of the electronics field in NAV CANADA, to promote the well-being of its employees and to provide safe and efficient services to the public.

## ARTICLE 2

### INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) “Local” means Local 2228 of the International Brotherhood of Electrical Workers;
- (b) “allowance” means compensation payable for the performance of special or additional duties;
- (c) “bargaining unit” means the employees of NAV CANADA in the Electronics Group, Technical Category, **as** described in the certificate issued by the Public Service Staff Relations Board on the 7th day of March 1969 and deemed to be certified under the Canada Labour Code by the Civil Air Navigation Services Commercialization Act (CANSCA).
- (d) “continuous service” means unbroken service from the employee’s last date of hire including authorized leaves of absence.
- (e) “continuous employment” means continuous service including the cumulative periods of continuous service where interruptions in service of less than three (3) months occur.
- (f) the continuous service or continuous employment of a “designated continued employee” means the continuous service or continuous employment of a “designated” continued employee shall include his or her continuous service or continuous employment **as** an employee engaged in the Public Service **as** defined in the Public Service Staff Relations Act (R.S.C. c. P-35 s.i.) **as** at November 1, 1996 and who was employed in any department or organization mentioned in any version of ~~Part~~ 1, Schedule 1 under the said Act prior to November 1, 1996.
- (g) “daily rate of pay” means an employee’s weekly rate of pay divided by five (5);
- (h) “day of rest” in relation to an employee means a day other than a general holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of his/her being on leave of absence;
- (i) “employee” **has** the same meaning as defined in the Canada Labour Code and who is a member of the bargaining unit;
- (j) “Employer”, means NAV CANADA and includes any person authorized to exercise the authority of NAV CANADA;

- (k) “general holiday” means:
- (i) in the case of a shift that does not commence and end on the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced on a day designated **as** a holiday in this Agreement,
  - (ii) in any other case the twenty-four (24) hour period commencing at 00:00 hours of a day designated **as** a holiday in this Agreement;
- (l) “lay-off” means **an** employee whose employment has been terminated because of lack of work or because of discontinuance of a function;
- (m) “leave of absence” means permission to be absent from duty;
- (n) “membership dues” means the dues established pursuant to the By-laws of the Local **as** the dues payable by its members **as** a consequence of their membership in the Local, and shall not include any initiation fee, insurance premium, or special levy;
- (o) “remuneration” means pay and allowances;
- (p) “weekly rate of pay” means an employee’s annual rate of pay divided by **52.176**;
- (q) “straight-time hourly rate” means an employee’s weekly rate of pay divided by thirty-seven and one-half (**37 1/2**);
- (r) “premium” means an amount of money paid under a specific provision of this Agreement, or time off in lieu of such payment, other than any payment made in respect of overtime, and which is payable in addition to and not **as** part of the compensation paid an employee for the performance of the regular duties of his/her position;
- (s) “passenger” means **an** employee on but not assigned to duties aboard the means of transport;
- (t) “operating employee” means an employee whose hours of work are normally scheduled on a rotating shift basis and/or whose regular duties at his/her normal work place, include the actual in situ maintenance of electronic equipment that must be continually available beyond the hours of 0600 to 1800 local time; and
- (u) “non-operating employee” means an employee whose hours of work are not normally scheduled on a rotating shift basis and whose regular duties, at his/her normal work place, do not include the actual in situ maintenance of electronic

equipment that must be continually available beyond the hours of 0600 to 1800 local time.

If any dispute or difficulty arises in the application of the definitions (t) and (u), the matter shall be referred to the parties who will convene an appropriate forum to attempt to resolve or dispose of such dispute or difficulty.

In the event the parties are unable to resolve or dispose of the matter any grievance subsequently presented shall begin at the Final level of the grievance procedure in accordance with 35.04 Step 2.

- (v) “leave with pay” means **an** authorized absence from work during which an employee continues to receive his/her straight-time hourly rate of pay and such other benefits which he/she receives solely because he/she is in receipt of pay;
- (w) “shift cycle” means a period of time in which a certain number and types of shifts and days of rest are arranged in sequence and scheduled. At the end of such period of time the process repeats.
- (x) “spouse” is one of two persons legally married to one another or those in relationships where they have lived with one another for a period of at least one (1) year, continue to live with each other and who have publicly represented themselves **as** spouses.

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

2.03 Throughout this agreement, words importing the masculine gender include the feminine gender.



**ARTICLE 3**  
**APPLICATION**

3.01 The provisions of this Agreement apply to the Local, employees **and** the Employer



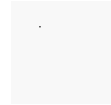
**ARTICLE 4**  
**OFFICIAL TEXTS**

4.01 Both English and French texts of this Agreement shall be official,

## ARTICLE 5

### FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

- 5.01 If **any** law now in force or enacted during the term of this Agreement renders null **and** void **any** provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable law.



## ARTICLE 6

### MANAGERIAL RIGHTS

6.01 The Local recognizes and acknowledges that the Employer has and shall retain the exclusive right and responsibility to manage its operations in all respects including, but not limited to, the following:

- (a) to plan, direct and control operations; to determine methods, processes, equipment and other operating matters; to determine the location of facilities and the extent to which these facilities or parts thereof shall operate;
- (b) to direct the workforce, including the right to decide on the number of employees; to organize and assign work, to schedule shifts and maintain order and efficiency, to discipline employees including suspension and discharge for just cause;

and it is expressly understood that all such rights and responsibilities not specifically covered or modified by this Agreement shall remain the exclusive rights and responsibilities of the Employer.

6.02 Such rights will not be exercised in a manner inconsistent with the express provisions of this Agreement.

## ARTICLE 7

### PREVIOUS RIGHTS

- 7.01 Unless specified otherwise in this collective agreement, the terms and conditions of employment of employees in the bargaining unit shall be those provided for in the present collective agreement. It is agreed that in the event of a contradiction between a provision of the present collective agreement and any policy or practice of NAV CANADA, the provision of the present collective agreement shall prevail.
- 7.02 **The** Employer agrees to consult the Union before implementing changes in terms and conditions of employment not covered by this Agreement.

## ARTICLE 8

### RECOGNITION

- 8.01 The Employer recognizes the Local Union 2228 International Brotherhood of Electrical Workers as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the 7th day of March 1969, and deemed to be certified under the Canada Labour Code by the Civil Air Navigation Commercialization Act (CANSCA), covering employees of the Electronics Occupational Group.
- 8.02 The Local shall notify the Employer promptly and in writing of the names of its representatives, the respective dates of their appointment and the names, if any, of those representatives who are being replaced or discontinued.
- 8.03 The Employer recognizes and acknowledges that the employee has and shall retain the exclusive right to conduct his/her personal affairs outside the hours during which he/she is discharging his/her duties to the Employer. It is expected that if full-time employees engage in part-time outside employment, their job performance at NAV CANADA will not be affected.
- 8.04 (a) Every employee of the bargaining unit who is now, or hereafter becomes a member of the Local, shall maintain his or her membership in the Local as a condition of his or her employment and every new employee shall within thirty (30) days after the commencement of his or her employment apply for and thereafter maintain membership in the Local as a condition of his or her employment.
- (b) The Local will not require the Company to terminate the employment of an employee because the employee has been expelled or suspended from membership in the Local 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 Local as a condition of acquiring or retaining membership in the Local.

## **ARTICLE 9**

### **ILLEGAL WORK STOPPAGE**

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

## ARTICLE 10

### APPOINTMENT OF STEWARDS

- 10.01 The Employer acknowledges the right of the Local to appoint a reasonable number of Stewards, having regard to the plan of organization, the dispersment of employees at the work place, and the administrative structure implied in the grievance procedure.
- 10.02 A Steward, or authorized representative, shall obtain the permission of *his/her* immediate supervisor before leaving his/her work to investigate complaints or grievances and to meet with local management for the purpose of dealing with these matters and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable the Steward or authorized representative shall report back to his/her supervisor before resuming his/her normal duties.
- 10.03 The Local recognizes that employees who are representatives of the Local have regular duties to perform in connection with their work for the Employer.

## **ARTICLE 11**

### **ACCESS TO PREMISES**

- 11.01 The Employer agrees that appointed and/or elected union representatives may be granted access to the Employer's premises upon request and following the consent of the Employer. Such request shall be made in writing to the local management where time permits and orally in other cases.
- 11.02 Such consent shall not be unreasonably withheld.



## ARTICLE 12

### CHECK-OFF"

- 12.01 The Employer will, **as** a condition of employment, deduct an amount equal to the membership dues from the monthly pay of all employees in the bargaining unit starting with the first full month of employment to the extent that earnings are available.
- 12.02 (a) The Local shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 12.01.
- (b) Any adjustment to an individual's dues deduction, other than **as** provided in 12.06, or a general dues adjustment, shall be made within two (2) weeks after receipt of the list provided for in clause 12.08.
- 12.03 An employee who satisfies the Employer to the extent that he/she declares in an affidavit that he/she is a member of a religious organization registered pursuant to the Income ~~Tax~~ Act, whose doctrine prevents him/her **as** a matter of conscience from making financial contributions to an employee organization and that he/she will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved.
- 12.04 No Union, other than the Local, will be permitted to have monies deducted by the Employer from the pay of employees in the bargaining unit.
- 12.05 The amounts deducted in accordance with clause 12.01 shall be remitted to the Financial Secretary of the Union by cheque 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/her behalf.
- 12.06 The Employer agrees to continue the past practice of making deductions for group life insurance on the basis of the production of appropriate documentation. The Employer will not be liable for not informing employees when their Group Life coverage is affected because of lack of sufficient earnings to cover deductions or because of transfers between Bargaining Units.

Should there evolve a requirement for deductions other than above, the parties agree to discuss the matter and where the need is mutually recognized, endeavour to implement the necessary change.

12.07 The Local agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

12.08 The Company agrees to provide the Local with the following information on a monthly basis, pertaining to all employees in the bargaining unit:

- Employee's name
- Group and level
- Location (unit)
- Region
- Department
- Section or Organization
- Technical Certification Premium (TCP)
- New Employees
- Departed Employees

This information will be provided in a hard and soft copy.

**ARTICLE 13**  
**INFORMATION**

- 13.01 The Employer agrees to supply each employee with a copy of the Collective Agreement. All costs for printing and distributing the Collective Agreement will be divided equally between the Employer and the Union.
- (a) the Collective Agreement shall be printed in a unionized shop as agreed to by both parties;
  - (b) furthermore, it is understood that both parties shall agree upon the quantity/quality required for the Local and NAV CANADA prior to printing and distribution.
- 13.02 An employee, upon written request, shall be entitled to a copy of his/her job description, the level of the position and the point rating allotted by factor.

## ARTICLE 14

### USE OF EMPLOYER FACILITIES

14.01 The Employer may permit the Local to use the Employer'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 Local to convene a meeting. The Local shall insure the orderly and proper conduct of its members who attend such meetings and agrees to be responsible for leaving facilities in good order after use.

14.02 **Bulletin Boards**

Reasonable space on Bulletin Boards will be made available to the Local for the posting of official Local notices. Such boards will be placed in convenient locations **as** determined by the Employer. Notices or other material shall require the prior approval of the Employer, except notices of meetings to their members and elections, of the meetings of Local representatives or social and recreational affairs.

## ARTICLE 15

### LEAVE WITH OR WITHOUT PAY FOR LOCAL BUSINESS

15.01 When an employee is required to attend the proceedings identified in clauses 15.02, 15.03, 15.04, 15.06 and 15.07, the Local will make every effort to schedule such proceedings so that forty five (45) days advance notice can be provided to NAV CANADA.

15.02 **Canada Industrial Relations Board**

Where operational requirements permit, NAV CANADA will grant leave without pay to an employee representative who acts on behalf of an employee making a complaint, or who acts on behalf of the Local making a complaint.

15.03 **Canada Labour Code Applications for Certification**

Where operational requirements permit NAV CANADA will grant leave with pay to an employee representative who represents the Local in an application for certification or in an intervention.

15.04 **Preparatory Contract Negotiation Meetings**

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

15.05 **Contract Negotiation Meetings**

Where operational requirements permit NAV CANADA will grant leave without pay to a reasonable number of employees to attend negotiation meetings on behalf of the Local.

15.06 **Canada Labour Code Conciliation Commissioner, Conciliator, or Mediator**

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

15.07 **Arbitration**

NAV CANADA will grant leave:

- (a) with pay to the grievor to attend the arbitration;

(b) with pay to the representative of an employee who is party to an arbitration.

15.08 **Meetings between the Local and Management not Otherwise Specified in this Article**

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

15.09 **Union Conventions, National Union Committees and Executive Board Meetings**

Where operational requirements permit NAV CANADA will grant leave without pay to a reasonable number of employees to attend National Union Committees, Executive Board meetings and Labour conventions.

15.10 **Representatives' Training Courses**

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

15.11 **Elected/Appointed Union Officials**

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

(b) **An** employee granted leave under clause (a) above shall continue insured benefits coverage (Basic Life Insurance, Long Term Disability Insurance, Supplementary Health Care, Dental Care, Comprehensive Health Care, Business Travel Accidental Death and Dismemberment Insurance Plan) and continue membership in the Pension Plan for the period of leave granted. The Local shall reimburse NAV CANADA the employee and employer contributions for the above mentioned plans.

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

15.12 **Witness General**

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

- (b) **An** employee who is requested by the Local to appear as a witness before an arbitrator, arbitration board, or the Canada Industrial Relations Board, or any of its constituent bodies, will be granted leave without pay to attend the hearing and appear as a witness if called.

15.13 Upon prior Written request from the Local, **an** employee on leave without pay under Articles 15.02, 15.04, 15.05, 15.06, 15.09, 15.10, and 15.12(b) of less than three (3) consecutive months will continue to receive his/her regular salary and benefits for the period of leave granted, subject to the Local reimbursing NAV CANADA for the employee's salary.

If the leave is expected to be three (3) consecutive months or greater, Article 15.11 (b) and (c) shall apply.

## **ARTICLE 16**

### **PENSIONS**

- 16.01 Members of the bargaining unit are entitled to the benefits of the NAV CANADA pension plan.



## ARTICLE 17

### VACATION LEAVE

17.01 The vacation year extends from April 1 to March 31 of each year.

17.02 **Accumulation of Vacation Leave**

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

- (a) seventy five (75) hours per vacation year for an employee who has completed up to one year of continuous employment;
- (b) one hundred and twelve and one half (112 ½) hours per vacation year for an employee if he/she has completed more than one year of continuous employment;
- (c) one hundred and fifty (150) hours per vacation year if he/she has completed eight (8) years of continuous employment;
- (d) one hundred and eighty seven and one half (187 ½) hours per vacation year if he/she has completed nineteen (19) years of continuous employment;
- (e) two hundred and twenty five (225) hours per vacation year if he/she has completed twenty-nine (29) years of continuous employment;
- (f) vacation leave provided under 17.02(b), (c), (d) and (e) above, which is in excess of seventy five (75), one hundred and twelve and one half (112 ½), one hundred and fifty (150) or one hundred and eighty seven and one half (187 ½) hours per vacation year respectively shall be granted on a pro rata basis during the vacation year in which the employee completes the required years of continuous employment;

17.03 An employee who has not earned at least ten (10) days' pay for each calendar month of a vacation year will earn vacation leave at one-twelfth (1/12) of the rate referred to in clause 17.02 for each calendar month for which he/she receives at least ten (10) days' pay. No employee shall as a result of transfer or temporary assignment into the bargaining unit earn a double entitlement for annual leave in the same month.

17.04 An employee is entitled to vacation leave with pay to the extent of his/her earned credits but an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

- 17.05 At the beginning of each vacation year an employee will be credited with his/her entitled vacation leave in anticipation of his/her working and/or receiving pay for the following twelve (12) months.
- 17.06 To ensure that all concerned have information on vacation planning for the upcoming vacation year, representatives of the Local shall be given the opportunity to consult with the Employer no later than April 1. During such consultation the proposed vacation schedule for the upcoming year may be reviewed in light of previous experience. Further consultation in respect of leave planning may be scheduled as the need arises.
- 17.07 An employee's vacation shall normally be taken in the vacation year in which he/she becomes eligible for it. The Employer shall, subject to the operational requirements of the service, make every reasonable effort:
- (a) to schedule an employee's vacation leave for at least two (2) consecutive weeks, if so requested by the employee not later than May 1st;
  - (b) to give next priority to periods of vacation for which a request is made by employees prior to June 1st;
  - (c) subject to (a) and (b) above, to schedule an employee's vacation leave at a time acceptable to him;
  - (d) after October 1st and after consultation with the employee, to assign him/her available vacation periods if the Employer has been unable to schedule vacation during the periods preferred by the employee or if the employee has not filed with the Employer his/her vacation preference by October 1st;
  - (e) to permit an employee to use at an agreed time in the following vacation year, any unused vacation credits earned by him/her in the current vacation year, provided that the employee has filed by October 1st a request in writing which includes his/her reason(s) for such request. Approval of such requests will be limited to exceptional circumstances which would require a vacation period of longer consecutive duration than that to which the employee would be entitled in the following vacation year, and which can be accommodated having regard to the projected vacation entitlements of others for the time requested. However, if the circumstances warrant, consideration will be given to requests which, while not entailing a longer consecutive duration, do entail a longer period of vacation than the employee would otherwise have available in that year;
  - (f) to comply with an employee's request that he/she be permitted to take vacation leave of five (5) or more days in accordance with the shift schedule

so as to provide for the employee's normal days of rest immediately preceding and following the period of vacation leave.

- 17.08 (a) When operational requirements prevent an employee from receiving all the vacation leave credited to him/her, the unused portion of his/her vacation leave shall be carried over into the following vacation year. Carry-over beyond one (1) year shall be by mutual consent.
- (b) Upon application by the employee and with the approval of the Employer earned but unused vacation leave credits carried forward from previous vacation years shall be compensated at the employee's regular daily rate of pay in effect on March 31st.
- 17.09 When a day that is a general holiday for an employee falls within a period of vacation leave with pay, the holiday shall not count **as** a day of vacation leave.
- 17.10 Where, in respect of any period of vacation leave, an employee is granted sick leave with pay, on production of a medical certificate, the sick leave granted shall be substituted for vacation leave.
- 17.11 Where in respect of any period of vacation leave or a combination of vacation leave and lieu days, circumstances arise which necessitate personnel selection leave in accordance with Article 18, the leave taken shall be substituted for vacation leave and/or lieu days.
- 17.12 **An** employee shall not be required to return to duty during any period of vacation leave. When, during any period of vacation leave, an employee is requested to return to duty and reports **as** requested he/she shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he/she incurs:
- (a) in proceeding to his/her place of duty, and
- (b) in returning to the place from which he/she ~~was~~ recalled if he/she immediately resumes vacation upon completing the assignment for which he/she was recalled, after submitting such accounts as are normally required by the Employer.

The employee shall not be considered **as** being on vacation leave during any period in respect of which he/she is entitled to be reimbursed for reasonable expenses incurred by ~~h i d e r~~ by virtue of this clause.

17.13 **Cancellation of Vacation**

When an employee's approved vacation leave is cancelled before he/she is due to commence such vacation leave, the employee will be reimbursed reasonable

expenses incurred due to cancellation. The employee will make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.

- 17.14 When an employee dies after a period of continuous employment of not more than six (6) months, *hisher* estate shall, in lieu of earned vacation leave, be paid an amount equal to four per cent (~~4%~~) of the total of the pay and compensation for overtime received by the employee during *hisher* period of employment.
- 17.15 Subject to clause 17.16 when an employee dies or otherwise ceases to be employed, after a period of continuous employment of more than six (6) months, the employee or *hisher* estate shall, in lieu of earned but unused vacation, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation by the daily rate of pay applicable to the employee immediately prior to the termination of *hisher* employment.
- 17.16 An employee whose employment is terminated by reason of a declaration that he/she abandoned *hisher* position is not entitled to receive the payment referred to in clause 17.15 unless he/she requests it within six (6) months following the date upon which *hisher* employment is terminated.
- 17.17 When the employment of an employee who has been granted more vacation leave with pay than he/she has earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted to him/her.
- 17.18 When the employment of an employee who has been granted more vacation leave with pay than he/she has earned is terminated by lay-off, the employee is considered to have earned the amount of leave with pay granted to him/her if at the time of *hisher* lay-off, the employee **has** completed two (2) or more years of continuous employment.
- 17.19 An employee is entitled, once in each vacation year, to be informed, upon request, of the balance of his/her vacation leave with pay credits. In addition, as soon as possible after the end of the vacation year, an employee shall be informed in writing of the balance of his/her vacation leave with pay credits as of March 31st.
- 17.20 The amount of vacation leave with pay already credited to an employee by the Employer at the time this Agreement is signed shall be retained by the employee. The amount of vacation leave with pay credited to a person by the Employer at the time that person joins the bargaining unit after the effective date of this Agreement shall be retained by that person.
- 17.21 The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the

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

## ARTICLE 18

### OTHER LEAVE WITH OR WITHOUT PAY

#### 18.01 **Marriage Leave With Pay**

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

#### 18.02 **Bereavement Leave With Pay**

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

- (a) When a member of his/her immediate family dies, and the employee attends the funeral, the employee shall be entitled to bereavement leave with pay for a period of up to three (3) consecutive normally scheduled working days and the period of such leave shall encompass the day of the funeral. In addition, when necessary, the employee may be granted for the purpose of related travel up to three (3) calendar days' leave with no reduction in his/her weekly rate of pay.
- (b) An employee is entitled to bereavement leave with pay for up to one (1) day to attend the funeral of *his/her* grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or in the event of the death of any member of the immediate family in (a) above when the employee is not attending the funeral.
- (c) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request management may, after considering the particular circumstances involved,

grant leave with pay for a period greater than that provided for in clause 18.02 (a) and (b).

- (d) Where in respect of any period of vacation leave or a combination of vacation leave and lieu days, circumstances arise which necessitate bereavement leave in accordance with clause 18.02, the leave taken shall be substituted for vacation leave and/or lieu day(s).

### 18.03 **Maternity Leave Without Pay**

- (a) **An** employee with six (**6**) months of continuous service shall be granted a maternity leave without pay period up to 17 weeks in accordance with Articles 18.03 (b) to 18.03 (e).
- (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) Maternity leave may begin not earlier than eleven (11) weeks prior to the expected date of delivery and end not later than seventeen (17) weeks after the actual delivery.
  - (i) Nevertheless, where the employee's new-born child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period defined in (c) 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.
  - (ii) In any case described in subsection (i) 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).
  - (iii) The extension described in subsection (i) or (ii) shall end no later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) At its discretion, NAV CANADA may require an employee to submit a medical certificate certifying pregnancy.

- (e) **An** employee who has not commenced maternity leave without pay may elect to:
  - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,
  - (ii) claim benefits under the Disability Income Security Program up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Disability Income Security Plan (DISP). For purposes of this clause, illness or injury as defined in the Disability Income Security Program Article shall include medical disability related to pregnancy.
  
- (f) **Maternity Allowance**
  - (I) (a) After completion of six (6) months continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides NAV CANADA with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan.
  - (b) **An** applicant under clause 18.03 (f) (I) (a) shall sign an agreement with NAV CANADA, providing:
    - (i) that she will return to work and work for a period of at least six (6) months, less any period in respect of which she is granted leave with pay;
    - (ii) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with NAV CANADA's consent.
  - (c) Should the employee fail to return to work as per the provisions of clause 18.03 (f) (I) (b) (i) and (ii) for reasons other than death or lay-off, the employee recognizes that she is indebted to NAV CANADA for the full amount received as maternity leave allowance.
  
- (11) 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:



- (a) 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
- (b) 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.
- (c)
  - (i) for a full-time employee the weekly rate of pay referred to in clause 18.03 (f) (II) (a) and (b) shall be the weekly rate of pay, to which she is entitled, on the day immediately preceding the commencement of the maternity leave.
  - (ii) for a part-time employee the weekly rate of pay referred to in clause 18.03 (f) (II) (a) and (b) 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.
- (d) where an employee becomes eligible for a pay increment or ~~an~~ economic adjustment during the benefit period, payments under clause 18.03 (f) (II) (a) and (b) shall be adjusted accordingly.

- (g) 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.

#### 18.04 **Parental Leave Without Pay**

- (a) . An employee with six (6) months of continuous service shall be granted a parental leave period up to 37 weeks in accordance with Articles 18.04 (b) to (g).

- (b) **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.
- (c) **An** employee may request parental leave without pay at least four (4) weeks prior to the expected date of childbirth or prior to the acceptance of custody of a child below the age of majority and, subject to sections (d) and (e) of this clause, shall be granted parental leave without pay for a period beginning on the date of childbirth/custody date (or at a later date requested by the employee) and ending not later than fifty-two (52) weeks after the date of childbirth/custody.
- (d) NAV CANADA may:
  - (i) defer the commencement of parental leave without pay at the request of an employee;
  - (ii) require an employee to submit for inspection a photocopy of a birth certificate/proof of adoption of the child.
  - (iii) in the case of adoption, grant the employee parental leave without pay with less than (4) weeks' notice prior to the acceptance of custody of a child below the age of majority.
- (e) Parental leave without pay utilized by an employee-couple in conjunction with the birth/custody of their child shall not exceed a total of thirty seven (37) weeks for both employees combined.
- (f) The total duration of the maternity and parental leaves must not exceed 52 weeks.
- (g) 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.

#### 18.05

#### **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.

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

- (a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.
- (b) leave 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.
- (c) time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

18.07 **Leave With Pay for Family-Related Responsibilities**

- (a) For the purpose of this clause, family is defined as spouse, dependent children (including 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 seven and one half (7 ½) hours 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 fifteen (15) hours of leave with pay to provide for the temporary care of a sick member of the employee's family;
  - (iii) fifteen (15) hours leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.
- (c) The total leave with pay which may be granted under sub-clauses (b)(i), (ii) and (iii) shall not exceed thirty seven and one half (37 ½) hours in a vacation year.

#### 18.08 **Court Leave**

NAV CANADA shall grant leave with pay to an employee, other than an employee already on leave without pay or under suspension who is required:

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

- (d) If, during the performance of his or her normal duties, an incident arises which results in a court action requiring the employee's attendance in court either as a plaintiff or defendant, the employee will be given the necessary leave with pay to attend court.

#### 18.09 **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.

#### 18.10 **Examination Leave With Pay**

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

#### 18.11 **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 or remaining on duty. Such leave shall not be unreasonably withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement.

#### 18.12 **Injury on Duty Leave**

Subject to clause 18.13, when an employee is unable to perform his or her duties because he or she:

- (a) is injured in the performance of his or her duties; or
- (b) suffers from a sickness resulting from the nature of his/her employment; or
- (c) suffers as a result of exposure to hazardous conditions;

the Employer shall grant the employee paid leave for such reasonable period as may be determined by the Employer provided that:

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

18.13 **Exception to Injury on Duty Leave**

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.

18.14 **Leave Without Pay for Family-Related Needs**

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

- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for family-related needs.
- (b) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for family-related needs.
- (c) An employee is entitled to leave without pay for family-related needs only once under each of (a) and (b) of this clause during his/her total period of employment in NAV CANADA. Leave without pay granted under this clause may not be **used** in combination with maternity, parental or adoption leave without the consent of the Employer.

- (d) Leave granted under (a) of this clause shall be counted for the purpose of severance pay and vacation leave entitlement. Time spent on such leave shall be counted for pay increment purposes.
- (e) Leave without pay granted under (b) of this clause shall be deducted from the calculation of severance pay and vacation leave entitlement for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

**18.15 Personal Leave Without Pay**

Reasons for requesting leave without pay for personal reasons of up to three (3) days, will not be required of the employee unless the number of requests is excessive or the granting of such leave would interfere with urgent work commitments. Permission to take such leave will not be unreasonably withheld.

## ARTICLE 19

### INCOME SECURITY IN THE EVENT OF ILLNESS OR DISABILITY

- 19.01 Reflecting the intent that employees shall have income protection either through salary continuation or eligibility for long term disability benefits where absence from work is due to non-occupational illness or injury, employees shall be entitled to authorized leave and to salary continuation for absences due to non-occupational illness or injury in accordance with the terms of this Article provided that the employee satisfies NAV CANADA of his or her inability to work in such manner and at such time as may be determined by NAV CANADA.
- 19.02 In the event that an employee is absent from work under this Article, salary continuation will be provided. However, where an employee is absent for a continuous period in excess of nine hundred and seventy five (975) hours, salary continuation will cease as of the nine hundred and eighty two and one half (982 ½) working hour, at which time the employee will become eligible to apply for long term disability benefits. Absence is considered to be continuous if it is due to a recurrence of the same or related illness within any 30 (thirty) day period.
- 19.03 Salary continuation benefits will be as follows:
- (a) salary continuation will be at one hundred (100) percent of the employee's normal salary for up to four hundred and eighty seven and one half (487 ½) hours in any twelve (12) month period;
  - (b) any salary continuation in excess of four hundred and eighty seven and one half (487 ½) hours in any twelve (12) month period shall be at seventy (70) percent of the employee's normal salary;
  - (c) if a period of continuous absence due to illness exceeds nine hundred and seventy five (975) hours the employee will be eligible to apply for long term disability benefits under the NAV CANADA long term disability program.
- 19.04 For the purpose of insuring the wellness of all employees in the bargaining unit, the bargaining agent and the employer will jointly sponsor, endorse and support a program to be done through a mutually agreed upon third party provider.

Application of this program will only be considered if an employee is absent under this clause for more than seventy five (75) hours in any twelve (12) month period, or for a continuous period of over thirty seven and one half (37 ½) hours. Its application will be subject to the rules of privacy applicable in such cases.



The program will be utilized to ascertain the reasons for absences, to develop with an employee a program to assist in improved attendance or an early return to work.

All third party provider costs related to this program will be borne by the employer.

### **Provisions for Employees with Accumulated Sick Leave**

- 19.05 As of August 28, 1998 all further accumulation of former sick leave credits ceased and existing employee banks were frozen.
- 19.06 Employees who are absent from work due to a non-occupational illness or injury and who have accumulated sick leave credits as of August 28, 1998 under the former sick leave program shall:
- (a) in the event of absence due to non-occupational illness or injury, continue to use their accumulated sick leave credits in lieu of any NAV CANADA Disability Insurance Plan (DISP) entitlements until such time as their former sick leave credits are exhausted;
  - (b) upon exhaustion of former sick leave credits, be entitled to income security benefits under the NAV CANADA Disability Insurance Plan (DISP) as if the period of absence due to non-occupational illness or injury during which the sick leave credits expired had been a period solely under the DISP.
- 19.07 The use of former sick leave credits will not result in any loss of income protection eligibility either through the DISP or the NAV CANADA long term disability plan.

## ARTICLE 20

### NATIONAL JOINT COUNCIL AGREEMENTS

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

20.02 These NCJC Agreements currently form part of this Agreement:

- (1) Bilingual Bonus Policy;
- (2) Boiler 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.

During the term of this Collective Agreement, other guidelines, policies or regulations may be added to the above-noted list.

20.03 Grievances with respect to the above-mentioned agreements and in cases of alleged misinterpretation or misapplication arising out of agreements concluded by the NAV CANADA Joint Council on items which may be included in a collective agreement

and which the NAV CANADA Joint Council parties to this agreement have endorsed will be filed in accordance with NAV CANADA Joint Council By-laws paragraph 17.

**20.04** The following plans, **as** presently administered, including any new or amended plan(s), shall remain in place for the life 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

## ARTICLE 21

### PAY ADMINISTRATION

#### 21.01 Entitlement to Pay

**An** employee, other than an employee paid acting pay, shall be paid for services rendered a rate of pay specified in Appendix "B" for his/her classification level.

#### 21.02 Rates of Pay and Effective Dates

The rates of pay in Appendix "B" shall be implemented **as** indicated therein.

#### 21.03 Rates of Pay on Appointment

- (a) A person appointed to a classification level from outside NAV CANADA shall be paid at the minimum rate applying to that level except where the Employer, in its discretion, authorizes a **higher** rate of pay.
- (b) **An** employee appointed to a classification level from within NAV CANADA shall be paid a rate of pay **as** determined by the application of clause 21.04, 21.05 or 21.06 **as** applicable.
- (c) **An** employee to whom clause 21.03(a) applied and who was appointed above the minimum rate during a period where a pay increase becomes retroactive and who was notified in writing prior to his/her appointment that a negotiated retroactive pay increase would not apply to him/her shall, effective the date of *his/her* appointment, have *his/her* rate of pay on appointment altered to the rate in the new scale of rates for *his/her* classification level which is nearest to but not less than the rate at which the employee was appointed. Changes in the employee's rate of pay which took place during the retroactive period will be recalculated on the basis of that new rate.

#### 21.04 Rate of Pay on Appointment to a Classification Level Having a Higher Maximum Rate

**An** employee appointed to a classification level having a maximum rate of pay four per cent (**4%**) or more greater than the maximum of his/her former classification level shall be paid in *his/her* new classification level at the rate of pay, nearest to the rate he/she was receiving immediately before the appointment (see clause 21.09 for application on acting pay and temporary assignment), that gives him/her **an** increase in pay of: not less than the smallest pay increment for his/her new classification level. If there is no such rate, the employee shall be paid the maximum rate in his/her new scale.

21.05 **Rate of Pay on Appointment to a Classification Level Having a Lower Maximum Rate**

NOTE: (Except in the case of reclassification of duties and responsibilities to a level having a lower maximum rate where clause 21.10 would apply.)

- (a) **An** employee appointed, other than for incompetence or incapacity, to a classification level having a lower maximum rate of pay than his/her former classification level may be paid at any rate in the scale of rates for the new classification level to which he/she is appointed which is not less than the rate of pay the employee was receiving immediately before the appointment (see clause 21.09 for application on acting pay and temporary assignment), or if there is no such rate the employee shall be paid the maximum of his/her new scale of rates.
- (b) **An** employee appointed, because of *his/her* incompetence, to a classification level having a lower maximum rate of pay than *his/her* former classification level shall be paid in *his/her* new classification level at a rate of pay to be determined by the Employer.
- (c) **An** employee appointed, because of *his/her* incapacity, to a classification level having a lower maximum rate of pay than his/her former classification level shall be paid in *his/her* new classification level at a rate of pay to be determined by the Employer.

21.06 **Rate of Pay on Appointment to a Classification Level Having (a) the same maximum rate of pay, or (b) a maximum rate which exceeds the employee's former maximum rate by less than four per cent (4%)**

- (a) **An** employee appointed to a classification level having the same maximum rate of pay as his/ her former classification level shall be paid a rate of pay in *his/her* new scale of rates nearest to but not less than the rate he/she was receiving immediately before the appointment.
- (b) **An** employee appointed to a classification level having a maximum rate of pay which exceeds the maximum rate of *his/her* former classification level by less than four per cent (4%) shall be paid a rate of pay in his/her new scale of rates nearest to but not less than the rate he/she was receiving immediately before the appointment.

21.07 **Rates of Pay on Appointment Where the Effective Date of Appointment Coincides With a Pay Increment Date and/or a Pay Revision Date**

Where there is a coincidence of dates of appointment, pay increment and/or pay revision, the employee's rate shall be adjusted in the following sequence as applicable:

- (a) the employee shall receive his/her pay increment;
- (b) his/her rate of pay shall be revised;
- (c) his/her rate of pay on appointment shall be established in the revised scale of rates in the new classification level in accordance with the provisions of clause 21.04, 21.05 or 21.06.

21.08 **Acting Premium**

An employee who is required by the Employer to perform on an acting basis the duties of a higher position to which a higher rate of pay would apply, if appointed for a period of at least three (3) consecutive scheduled working days, shall be paid an acting premium, from the date on which he/she commenced to act, equal to the difference between the employee's current rate of pay and the rate of pay to which he/she would be entitled if he/she were appointed to the position. The acting premium will be recalculated as the result of any pay increment or any change to the range of rates in the employee's substantive position or any change to the range of rates in the higher position. While performing these duties, the employee remains in his/her substantive position for all purposes.

An employee acting two levels above his/her substantive position who is eligible for acting pay shall receive no less than he/she would have received if eligible for acting pay one (1) level above his/her substantive position.

21.09 **Pay of an Employee on Termination of Acting Pay Within the Bargaining Unit or Termination of Temporary Assignment Outside the Bargaining Unit**

- (a) On termination of acting pay within the bargaining unit or termination of a temporary assignment outside the bargaining unit, an employee shall be entitled to pay from the date of termination as if he/she had remained in his/her classification level in the bargaining unit. The rate so determined shall also be the employee's rate of pay for the purpose of calculating a new rate of pay for any appointment, acting pay within the bargaining unit or temporary assignment outside the bargaining unit which coincides with the termination date.

- (b) Where an employee on acting pay or on temporary assignment is appointed to the classification level in which he/she is acting or temporarily assigned, the employee shall continue to be paid in that classification level at the rate of pay he/she is receiving and his/ her service in that classification level shall be recognized in determining his/her increment date.

**21.10 Rate of Pay on Reclassification of Duties and Responsibilities to a Level With a Lower Maximum Rate**

Where an employee's duties and responsibilities are reclassified to a level with a lower maximum rate of pay than the level at which he/she is being paid, the following shall apply:

- (a) Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.
- (b) Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent, this may be cited as Salary Protection Status and subject to Section c(ii) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level.
- (c)
  - (i) The Employer will make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position.
  - (ii) In the event that an incumbent declines an offer of transfer to a position as in (i) above in the same geographic area, without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.

**21.11 Pay Increments**

- (a) Except as provided in clause 21.11(b) an employee's salary shall be increased by a pay increment on completion of the pay increment period specified in Appendix "B".
- (b) The Employer may deny a pay increment to an employee if it is satisfied the employee is not performing the duties of his/her position satisfactorily. Where the Employer intends to deny a pay increment from an employee it shall, at least two (2) weeks but not more than six (6) weeks before the due date for the pay increment to the employee, give the employee, in writing the reason for the denial.

- (c) Where the Employer has denied an increment it may grant the increment on any Monday prior to the expiry of the increment period following and the employee shall retain his/her increment date. The Employer shall review the employee's performance three (3) months after the date of denial and decide whether or not the employee's increment should be granted.
- (d) The pay increment date of an employee who has an established quarterly increment date shall be the Monday nearest to that quarterly increment date.
- (e) The pay increment date of an employee who is appointed in accordance with clause 21.03(a), 21.04 or 21.05 shall be the first Monday following completion of his/her pay increment period specified in Appendix "B".
- (f) The increment of an employee appointed in accordance with clause 21.06 will become due at the end of the increment period specified in Appendix "B" calculated from the date from which *his/her* increment period would have been calculated in his/her former classification level.
- (g) This clause does not apply to an employee who is on leave without pay except when the leave without pay is for a period of two (2) months or less or is on leave of absence for education leave or on leave as per Article 15.

#### 21.12 **Implementation of a New Classification Standard**

During the life of the present collective agreement, NAV CANADA intends to introduce a new classification system and standards including the evaluation of positions in the bargaining unit. The new classification system and standards once agreed upon by NAV CANADA and the Local shall form the basis for joint consultation for the purposes of implementing the system and determining the appropriate annual rates of pay (Appendix "B"). Any disagreement between NAV CANADA and the Local concerning its application as it relates to salaries shall be subject to the grievance and arbitration procedure. Until such time as the new classification system and standards have been implemented and the salary structure determined, the classification system standards existing upon signature of the collective agreement shall remain in place.

#### 21.13 **Payment Following Death of Employee**

When an employee dies the Employer shall pay to the estate of that employee the amount of pay the employee would have received but for his/her death for the period from the date of the employee's death to the end of the month in which the employee's death occurred.



- 21.14 (a) The Employer will endeavour to make cash payments for overtime premium and shift differential within four (4) weeks following the end of the calendar month in which they are earned.
- (b) The Employer will endeavour to make cash payments in settlement of travel claims within six (6) weeks of the submission of the claim by the employee.
- 21.15 When an employee, through no fault of his/her own, has been overpaid, the paying office will, before recovery action is implemented, advise the employee of the intention to recover the overpayment. Where the amount of overpayment is in excess of fifty dollars (\$50.00), and where the employee advises his/her Local Management that the stated recovery action will create a hardship, arrangements will be made by the Company with the paying office to limit recovery action to not more than 10% of the employee's pay each period until the entire amount is recovered.

## ARTICLE 22

### SEVERANCE PAY

22.01 Solely for the purpose of this Article, the term "weekly rate of pay" means the rate in Appendix "B" identified with the level and step in the level the employee normally occupies and shall not include "Acting Pay" unless the period of Acting Pay **has** been more than one year.

22.02 **Lay-off**

An employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid severance pay at the time of lay-off.

- (a) In the case of an employee who is laid off for the first time following the 22nd day of December, 1969, the amount of severance pay shall be two (2) weeks' pay for the first and one (1) week's pay for each succeeding complete year of continuous employment.
- (b) Subject to clause 22.02(a) an employee who is laid off for a second or subsequent time the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment.

22.03 **Retirement**

- (a) (i) An employee who is entitled upon retirement to an immediate annuity or an immediate annual allowance either from NAV CANADA and/or the Public Service Superannuation Act, will be entitled to one week's pay for each complete year of continuous employment with a maximum benefit of thirty (30) weeks' pay; or
- (ii) a part-time employee, who regularly works more than thirteen **and** one-half (13 1/2) but less than thirty (30) hours a week, and who, if he or she were a contributor under the NAV CANADA pension plan and/or the Public Service Superannuation Act, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the NAV CANADA pension plan and/or the Public Service Superannuation Act, a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, 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, to a maximum of ~~thirty~~ (30) week's pay.

**22.04 Death**

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of **continuous** employment and, 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, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

**22.05 Exclusion of Period of Employment**

In all cases of severance payment under this article the period for which a designated continued employee is entitled to severance pay will not include any period of employment for which the designated continued employee received severance pay from the Public Service.

## ARTICLE 23

### HOURS OF WORK

- 23.01 A day is the twenty-four (24) hour period commencing at 00:00 hours and ending at 2400 hours.
- 23.02 An employee's regularly scheduled daily hours of work are hours which may fall within one (1) day or may embrace the latter part of one (1) day and the beginning of the following day.
- 23.03 Normal hours of work shall be arranged to provide for either:
- (a) a thirty-seven and one-half (37 1/2) hour work week **as** described in clause 23.04, or
  - (b) an average of thirty-seven and one-half (37 1/2) hours per week **as** described in clause 23.05, and in neither case shall there be split-shifts, that is, a normal schedule where the period of work is divided by more time than that provided **as** a meal break.
- 23.04 **Non-Operating Employees**
- (a) Normal scheduled hours of work for non-operating employees shall be thirty-seven and one-half (37 1/2) hours per week consisting of five (**5**) consecutive days, Monday to Friday inclusive, each day to be seven and one-half (7 1/2) hours (exclusive of a meal break) between the hours of 07:00 and 18:00 local time.
  - (b) These employees will be provided with a scheduled unpaid meal break of not less than ~~thirty~~ (30) consecutive minutes nor more than one (1) hour commencing between one-half (1/2) hour prior to and one (1) hour following the mid-point of the normal work period except that a meal break of less than ~~thirty~~ (30) minutes may be granted to compensate for summer hours. It is recognized that in extenuating circumstances the meal break may be advanced or delayed because of work requirements. However, if the employee is able to take a meal break of at least a half (1/2) hour's duration commencing within the time prescribed it shall be considered **as** satisfying the requirements of this clause. If an employee is not able to take a meal break within the prescribed time period the period of the meal break shall be counted as time worked.

**Operating Employees**

- (a) Normal hours of work for operating employees shall be an average of thirty-seven and one-half (37 1/2) hours per week consisting of an average of five (5) days per week, each day to be seven and one-half (7 1/2) hours exclusive of a meal break.
- (b) These employees will be provided with a scheduled unpaid meal break of thirty (30) consecutive minutes' duration commencing within one-half (1/2) hour prior to and one (1) hour following the mid-point of their shift. It is recognized that in extenuating circumstances the meal break may be advanced or delayed because of operational requirements. However, if the employee is able to take a meal break of a half (1/2) hour's duration commencing during the period of time prescribed it shall be considered as satisfying the requirements of this clause. If an employee is not able to take a meal break within the prescribed time period the period of the meal break shall be counted as time worked.
- (c) Subject to all conditions in (b) above except the time at which a meal period may be scheduled, a meal break on the evening shift (1600 - 2400), may be taken at a time other than as specified above when by agreement of the Manager and the Steward responsible for that location, a different time for the meal break is established. When such alternative is established, it shall not again be changed except by thirty (30) days' written notice to the Manager by the Steward, or thirty (30) days' written notice to employees concerned at the site by the Manager.
- (d) Subject to all conditions in (b) above except the length of the meal period, an unpaid meal break during the day shift (0800 -1600) may be up to one (1) hour by agreement of the Manager and the Steward responsible for that location. When such period is established, it shall not again be changed except by thirty (30) days' written notice to the Manager by the Steward, or thirty (30) days' written notice to employees concerned at the site by the Manager.
- (e) It is recognized that the Employer may require employees
  - (a) whose hours of work are prescribed in accordance with clause 23.05(a), and
  - (b) who provide twenty-four (24) hour coverage, to remain at their place of work and to be available to return immediately to duty during their one-half (1/2) hour unpaid meal break. In such circumstances, whether the employee works or does not work, such meal break will be paid at the employee's straight-time hourly rate and does not form part of the employee's normal hours of work as prescribed in clause

23.05(a). Employees covered by this clause are excluded from the provisions of clause 23.05(b), Article 25 and 27 of this Agreement, and under no circumstances will employees receive any other compensation for the half 1/2 hour meal break under any other provision of this collective agreement.

- (f) An operating employee will not be scheduled to work more than seven (7) consecutive days.

23.06 **Minimum and Maximum Hours**

Nothing in this Agreement shall be construed as guaranteeing an employee minimum or maximum hours of work.

23.07 **Break Periods**

Each employee shall be given two (2) paid break periods of fifteen (15) minutes each during each working shift.

23.08 **Shift Times - Operating Employees**

- (a) The starting and finishing times of normal shifts will be as follows:
  - 0000 - 0800 Local Time
  - 0800 - 1600 Local Time
  - 1600 - 2400 Local Time
- (b) The Employer may schedule shifts to commence not more than one (1) hour before or one (1) hour after the times outlined above.
- (c) Before scheduling shifts more than one (1) hour before or one (1) hour after the times listed above the Employer will consult with the Union.
- (d) There shall be an equitable distribution of shift work among available qualified employees.
- (e) **When** the scheduled shift hours are modified in accordance with 23.08(b) and (c), then a day as defined in 23.01 is modified accordingly.

23.09 **Posting of Shift Schedules and Shift Cycles - Operating Employees**

- (a) A shift schedule must be of not less than twenty-eight (28) days' duration and will be posted at least fifteen (15) days in advance in order to provide an employee with reasonable notice as to the shift he/she will be covering.

- (b) Every reasonable effort will be made by the Employer not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's last shift.
- (c) The schedule may be an entire shift cycle in itself or portion thereof and the employees affected shall work an average of thirty-seven and one-half (37 1/2) hours per week over the period of the cycle in accordance with 23.05(a).
- (d) The local representative will be provided with a copy of the current shift schedule and shift cycle where practicable.
- (e) If the shift schedule is not posted within the time limits in this clause, then the employee's upcoming schedule shall be considered to be a continuation of his/her present shift cycle.

23.10 **Shift Exchange - Operating Employees**

Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer. Such approval shall not be unreasonably withheld.

23.11 **Change in Shift - Operating Employees**

- (a) In the event that an individual employee's shift hours and/or days of work are changed to accommodate to an unanticipated absence of an employee, not initiated by the Employer, and less than fifteen (15) days' advance notice of such change is given, the employee shall be paid a premium equal to the amount shown in note 5 of Appendix "B" for work performed on the first scheduled shift changed in addition to his/her daily rate of pay. When an employee works less than three point seven five (3.75) hours of the first scheduled shift changed no premium will be paid.
- (b) In the event that an individual employee's shift hours and/or days of work are changed for reasons other than accommodating to an unanticipated absence of an employee not initiated by the Employer, and less than twenty-one (21) days' advance notice of such change is given, the employee shall be paid a premium equal to the amount shown in note 5 of Appendix "B" in addition to his/her daily rate of pay for work performed on each of the changed scheduled shifts for which twenty-one (21) days' advance notice was not given to a maximum of three (3). When an employee works less than three point seven five (3.75) hours of any scheduled shift changed no premium will be paid for that shift.

- (c) Any return to the employee's previous hours and/or days of work will not be considered a change subject to premium pay under this clause, unless the return is delayed beyond ten (10) working days following the date of notification of the change.
- (d)
  - (i) The above shall not apply to an employee who requests a change.
  - (ii) The above shall apply to an employee assigned to a course away from *hisher* assigned work place.
- (e)
  - (i) Notwithstanding the above, a change to an employee's shift schedule shall not reschedule the first group of previously scheduled days of rest. The "first group of previously scheduled days of rest" means the days of rest shown on the employee's unchanged shift schedule, immediately following but not necessarily contiguous to the day prior to the change.
  - (ii) **An** employee required to work on the "first group of previously scheduled days of rest", will be compensated for those days, at the applicable overtime rate **as** specified in clauses 24.04 and 24.05 but will not be entitled to the premiums provided in clauses 23.11(a) and (b).

23.12 **Change in Schedule or Cycle**

Except **as** provided in 23.10, the Employer agrees that before a shift schedule or shift cycle is changed, if the change will affect more than one (1) employee, the change will be discussed with the local representative where practicable.

23.13 **Encroachment**

**An** employee who has not had a break of nine (9) consecutive hours during a twenty-four (24) hour period in which he/she works more than fifteen (15) hours shall not be required to report for work on *hisher* regularly scheduled shift until a period of nine (9) hours has elapsed from the end of the period of work that exceeded fifteen (15) hours. If, in the application of this clause, an employee works less than hisher regularly scheduled shift he/she shall, nevertheless, receive *hisher* regular daily rate of pay. For the purpose of this clause, time necessarily spent in travel required by the Employer, shall be considered as time worked.

23.14 **Change in Employee Status - Operating/Non-Operating**

It is understood that certain employees, because of the nature of their duties, may be required to change from a non-operating employee to an operating employee (or vice versa) for varying periods of time. No change in the employee's status (Operating or



Non-Operating) will be made unless the requirement to change is consistent for thirty (30) consecutive calendar days or more. Advance notice of such requirement which will involve a change in the employee's status should be given at the earliest possible date but in any case not less than thirty (30) calendar days prior to the earliest date that the changed circumstance may commence. If notice of the change is less than thirty (30) calendar days, the employee shall be paid a premium equal to the amount shown in note 5 of Appendix "B" for each **shift** or day worked during the period of the change for which he/she has not received thirty (30) calendar days' notice. Such notice shall not be required when the employee concerned is promoted, is acting in a higher level position or the change is in response to the employee's request.

23.15 It is recognized that when circumstances warrant certain non-operating employees may be required to work their normal daily hours within a schedule which deviates from their normal daily schedule **as** specified in clause 23.04. When a non-operating employee is required to work his/her normal seven and one-half (7 1/2) hours a day at times other than those specified in clause 23.04 the employee shall receive his/her normal daily rate of pay plus a premium payment **as** follows:

In a calendar month for days worked in accordance with the above,

- (1) for the first and second day, in accordance with note 6 of Appendix "B" for each day,
- (2) for the third, fourth and fifth day, in accordance with note 7 of Appendix "B" for each day,
- (3) for the sixth and subsequent days, in accordance with note 8 of Appendix "B" for each day.

If the employee works less than three point seven five (3.75) hours he/she shall receive the full premium for the day and revert to his/her normal schedule for that day which will be reduced by the equivalent number of hours that the employee worked. If the employee works three point seven five (3.75) hours or more he/she shall be paid the full premium for the day and his/her normal daily rate of pay. Hours worked in excess of seven and one-half (7 1/2) hours per day shall be subject to Article 25.

23.16 **Maximum Hours of Work – Canada Labour Code**

- (a) The period for the purpose of calculating the average maximum hours of work pursuant to the Canada Labour Code shall be six months.
- (b) This averaging period shall start on February 1<sup>st</sup> and August 1<sup>st</sup> of each year.

23.17 Employees working at Goose Bay, Iqaluit, Inuvik, Resolute Bay, Sandspit, Yellowknife, Whitehorse or employees seasonally servicing and/or maintaining isolated sites as agreed to by the parties may be required to work **an** arctic work week. **An** arctic work week is defined **as** hours of work up to fifty-four **(54)** hours per week.

## ARTICLE 24

### DAYS OF REST

24.01 A "day of rest" is defined in Article 2.01(h).

24.02 The Employer shall schedule days of rest. Days of rest shall be scheduled on consecutive calendar days and shall consist of two (2) or more such days.

(a) **Non-operating Employees**

(i) The first day of rest shall be the twenty-four (24) hour period commencing at 00:00 on Saturday.

(ii) The second day of rest shall be the twenty-four (24) hour period commencing at 00:00 on Sunday.

(b) **Operating Employees**

(1) When any shift falls completely within one (1) day and two (2) or more consecutive calendar days are scheduled **as** days of rest for **an** employee:

(i) The first day of rest will be that twenty-four (24) hour period which commences immediately after midnight following the employee's preceding regularly scheduled shift;

(ii) The second day of rest will be that twenty-four (24) hour period which commences immediately after mid-night following the employee's first day of rest;

(iii) A subsequent day of rest will be that twenty-four (24) hour period which commences immediately after mid-night following the employee's preceding day of rest.

(2) When any shift overlaps two (2) days:

(i) The first day of rest will be that twenty-four (24) hour period commencing four (4) hours after the end of the employee's preceding scheduled shift.

(ii) The second day of rest will be that twenty-four (24) hour period commencing immediately after the end of the employee's first day of rest.

(iii) A subsequent day of rest will be that twenty-four (24) hour period commencing immediately after the preceding day of rest.

(3) The Employer will make every reasonable effort, subject to the operational requirements of the service, to arrange schedules which will permit employees to have a consecutive Saturday and Sunday off at least once every five (5) weeks unless the majority of the employees affected by the schedule express a preference not to do so.

24.03 For there to be a second or subsequent day of rest, the days of rest scheduled for the employee must consist of an unbroken series of consecutive and contiguous calendar days numbering two (2) days or more.

24.04 Work performed on a day of rest shall be paid at one and one-half (1 1/2) times an employee's straight-time hourly rate for the first seven and one-half (7 1/2) hours (exclusive of a meal break) and twice (2) the employee's straight-time hourly rate for all hours in excess of seven and one-half (7 1/2) hours for that day.

24.05 In an unbroken series of consecutive and contiguous days of rest, an employee shall be paid at twice (2) his/her straight-time hourly rate on a day of rest, provided the employee has worked and has received one and one-half (1 1/2) times his/her straight-time hourly rate in accordance with clause 24.04 for any day of rest in that series.

24.06 At the discretion of the Employer, employees on temporary assignment outside of their Head-quarters area, other than those on training courses, may be given the opportunity to work on what would otherwise be normal days of rest, where practicable and when work is available. Such work will be paid for at the appropriate overtime rate.

## ARTICLE 25

### OVERTIME

- 25.01 An employee shall be paid at *his/her* straight-time hourly rate for all work performed during his/her regularly scheduled hours of work, including all work performed during regularly scheduled hours of work which embraces not more than two (2) hours of the latter part of a day designated as a holiday or not more than two (2) hours of the latter part of a second day of rest, and not more than two (2) hours at the beginning of the following day.
- 25.02 Each completed six (6) minute period of overtime shall be compensated for at the following rates:
- (a) time and one-half (1 1/2) for hours worked other than provided in 25.01 ;
  - (b) notwithstanding 25.01, double (2) time for all hours worked in excess of twelve (12) in a continuous period of work, or, in excess of twelve (12) hours of work in a day. This section shall not apply to Article 27 "Travel", except as specifically provided in Article 27;
  - (c) an authorized break of up to one (1) hour will not be considered as breaking the continuity of hours worked in order to qualify under clause 25.02(b).
- 25.03 "Time and one-half" is one and one-half (1 1/2) times the straight-time hourly rate.
- 25.04 "Double time" is twice (2) the straight-time hourly rate.
- 25.05 Employees working overtime will be granted meal breaks and compensated for meals as follows:
- (a) An employee who works three (3) or more hours of overtime immediately before his/her scheduled hours of work shall be provided a paid meal break of up to one-half (1/2) hour duration and be reimbursed *his/her* expenses for one meal at a rate equivalent to the lunch allowance as provided under the current NCJC Travel Guideline. The reimbursement of expenses for a meal as noted above shall not apply to an employee in travel status who is entitled to a meal allowance pursuant to the NCJC Travel Guideline.
  - (b) An employee who works three (3) or more hours of overtime immediately following *his/her* scheduled hours of work shall be provided a paid meal break of up to one-half (1/2) hour duration and be reimbursed *his/her* expenses for one meal at a rate equivalent to the lunch allowance as provided under the current NCJC Travel Guideline. The reimbursement of expenses

for a meal **as** noted above shall not apply to an employee in travel status who is entitled to a meal allowance pursuant to the NCJC Travel Guideline.

- (c) For each four (4) hours an employee works overtime continuously extending beyond the period provided in (a) or (b) above, he/she shall be provided a paid meal break of up to one-half (1/2) hour and be reimbursed his/her expenses for one meal at a rate equivalent to the lunch allowance as provided under the current Travel Guideline.
  - (d) When, at the request of the employee, a meal period of more than one-half (1/2) hour can be arranged and taken prior to the beginning of an overtime assignment such meal period shall be unpaid time and no reimbursement for expenses will be made. Utilization of this option shall not serve to deny an employee entitlement under (c) above.
- 25.06
- (a) If an employee is given instructions, prior to his/her leaving work, to work overtime which is not contiguous to his/her work period and the period of non-contiguous overtime commences twenty-four (24) hours or less from the end of the period of work in which the employee receives such instructions, the employee shall be paid for the time actually worked at the applicable overtime rate, or a minimum of three (3) hours' pay at straight-time, whichever is the greater.
  - (b) If an employee is scheduled in writing or otherwise informed prior to his/her leaving work, to work overtime which is not contiguous to his/her work period and the period of non-contiguous overtime commences more than twenty-four (24) hours from the end of the period of work in which the employee receives such instructions, the employee shall be paid for the time actually worked at the applicable overtime rate, or a minimum of one (1) hour's pay at straight time, whichever is the greater. However, if the employee is required to report more than once within that period, he/she shall be compensated in accordance with (a) above.
- 25.07
- (a) When an employee is required to work either contiguous or non-contiguous overtime and is required to use other than normal public transportation services, the employee's entitlement to transportation costs will be **as** provided in the Travel Guideline.
  - (b) Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than his/her normal place of work, time spent by the employee reporting to work or returning to his/her residence shall not constitute time worked.
- 25.08
- (a) When operational requirements permit, an employee assigned to work away from *his/her* assigned permanent headquarters may accumulate time off in

lieu of overtime at the appropriate overtime rate. Such time off will be liquidated at a mutually acceptable time.

- (b) If any time off in lieu of overtime earned in 25.08(a) cannot be liquidated by the end of the vacation year, then, at the request of the employee and with the approval of the Employer, payment in cash will be made at the employee's rate of pay **as** of March 31.
- (c) Overtime earned within the assigned permanent headquarters area or overtime earned outside the headquarters area which does not require **an** overnight stay shall be compensated in cash, except where, upon request of an employee and, with the approval of the Employer, an employee may be granted time off in lieu of overtime at the appropriate overtime rate.
- (d) If any time off in lieu of overtime earned in 25.08(c) cannot be liquidated by the end of the vacation year, then payment in cash will be made at the employee's rate of pay **as** of March 31.

25.09 The Employer will make every reasonable effort:

- (a) to allocate overtime work on **an** equitable basis among readily available qualified employees;
- (b) to give employees who are required to work overtime, adequate advance notice of this requirement;
- (c) unless otherwise agreed to locally between management and local union representatives, the period of equitable distribution of overtime referred to in (a) above is over a twelve-month period **as** determined by the Employer.

## ARTICLE 26

### GENERAL HOLIDAYS

NOTE: For the purpose of determining lieu days under clauses 26.05, 26.07, 26.08 and 26.09, when Easter Monday and/or Good Friday fall in the month of March, such day(s) shall be deemed to be contained in the following vacation year.

- 26.01 Subject to clause 26.02, the following days shall be designated as holidays with pay:
- (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 day in each year in addition to those listed above which, in the opinion of the Employer, 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 the Employer, no such day is recognized as a provincial or civic holiday, the additional day shall be the first Monday in August, and
  - (l) one additional day when proclaimed by an Act of Parliament as a National Holiday.
- 26.02
- (a) Clause 26.01 does not apply to an employee who is absent without permission on his/her scheduled working day immediately preceding or his/her scheduled working day immediately following the general holiday.
  - (b) **There** shall be no payment for general holidays which occur within a period of leave without pay.
  - (c) An employee who is not required to perform work on a day designated as a holiday in this Agreement shall be paid at his/her straight-time rate for what



would otherwise have been his/her regularly scheduled daily hours had it not been a holiday.

26.03 Subject to clauses 26.05 and 26.06 the following shall apply to Non-operating Employees:

- (a) When a day designated as a holiday under clause 26.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following his/her day of rest, or the second day following his/her day of rest if the employee would otherwise lose credit for a general holiday.
- (b) When a day designated as a holiday is moved to another day, in accordance with (a) above, work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest.
- (c) Work performed by an employee on the day to which the holiday was moved under clause 26.03(b) shall be considered as work performed on a holiday.
- (d) When a day that is a general holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.
- (e) When an employee covered by this clause is required to work on a holiday he/she shall be paid, in addition to the pay he/she would have received had he/she not worked on the holiday, one and one-half (1 1/2) times his/ her straight-time hourly rate for all hours worked by him/her up to seven and one-half (7 1/2) hours, exclusive of a meal break, and twice (2) his/her straight-time hourly rate for hours worked in excess of such seven and one-half (7 1/2) hours subject to clause 25.05 in respect of meal breaks.
- (f) Notwithstanding clause 26.03(e) an employee assigned to duty outside his/her headquarters' area (other than to training courses conducted under Article 38), who cannot return to his/ her headquarters' area for a general holiday without incurring additional expense to the Employer shall, if he/she so requests and sufficient work is available, work the holiday. For such work the employee shall receive his/ her normal daily rate of pay and be provided with a lieu day to be taken at a mutually acceptable time. Hours worked in excess of normal daily hours will be paid for in accordance with Article 25 (Overtime).

26.04 The following shall apply to all employees whose general paid holidays are governed by one of the following clauses - 26.05, 26.07, 26.08 or 26.09:

- (a) The normal work schedule shall require the employees to work on days designated **as** paid holidays in clause **26.01** or the day to which the holiday is moved **as** provided in clause **26.04(b)**;
- (b) When a day which is otherwise designated **as** a paid holiday **as** provided in clause **26.01** coincides with an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following his/her day of rest or the second day following his/her day of rest if the employee would otherwise lose credit for a general holiday;
- (c) When a day designated **as** a holiday is moved to another day, in accordance with (b) above, work performed by an employee on the day from which the holiday is moved shall be considered as work performed on a day of rest;
- (d) Employees who work on general paid holidays, or the day to which the holiday is moved **as** provided in **26.04(b)** shall be paid at their straight-time hourly rate for all regularly scheduled hours of work. For hours worked in excess of such seven and one-half (7 1/2) hours employees shall be paid in accordance with Article **25** (Overtime).

**26.05** The following shall apply to all Operating Employees except those covered by clause **26.06** and to Non-Operating Employees at isolated posts with an Environment Allowance Classification of **4** or **5**:

- (a) On April 1st of each year each employee shall be credited with eleven (**11**) days in lieu ("lieu days") of general holidays;
- (b) A deduction shall be made from the credited lieu days for which the employee is absent without permission on the general holiday **as** listed in clause **26.01** or the day to which the holiday is moved **as** provided in clause **26.04(b)**;
- (c) Lieu days may be taken in conjunction with days of rest or vacation leave or a combination thereof or **as** occasional days and shall be charged against the lieu day credits on the basis of one shift for one day;
- (d) **An** employee's lieu days shall be scheduled in the vacation year in which they are credited to him/her. In scheduling such lieu days the Employer shall, subject to the operational requirements of the service, make every reasonable effort:
  - (i) to schedule an employee's lieu days on the dates requested when such a request is made in writing prior to May 1<sup>st</sup>;

- (ii) to give next priority to scheduling lieu days on the dates requested when such a request is made in writing prior to October 1<sup>st</sup> ;
- (iii) to make available to the employee alternative dates, which the employee may accept or decline, for lieu days, the request for which is made by the employee prior to October 1<sup>st</sup>, and which cannot be accommodated by the Employer;
- (iv) to schedule any remaining lieu days, after consulting with the employee, if ~~as~~ of October 1<sup>st</sup> the Employer has been unable to accommodate an employee's request or no request has been filed; such schedule shall be subject to at least twenty-eight (28) days' advance notice; such lieu days shall be scheduled in conjunction with the employee's days of rest or annual vacation and shall not be in excess of five (5) days in any calendar month except by mutual consent;
- (v) to provide by mutual agreement lieu days requested on shorter notice, notwithstanding the above.

(e) If an employee's scheduled lieu days are canceled by the Employer with less than seven (7) days' notice the Employer shall pay the employee for the first shift worked of the canceled lieu days a premium payment equal to the amount shown in note 5 of Appendix "B". Within five (5) days of such notice of cancellation, the Employer will consult with the employee to establish alternative lieu days.

(f) When operational requirements prevent the Employer from providing lieu days to which the employee ~~was~~ entitled prior to the end of the vacation year, the remaining days shall be liquidated by the Employer by a premium payment equal to the amount shown in note 9 of Appendix "B" for each day liquidated. The premium payment for a half (1/2) day shall be half of the amount.

26.06 Clauses 26.03 and 26.05 shall not apply to employees while employed at Isolated Posts with an Environment Allowance Classification of 1, 2 or 3. Such employees shall be entitled to days in lieu of holidays ~~as~~ provided in clauses 26.07, 26.08, 26.09 and subject to clause 26.04.

26.07 For all employees ~~as~~ described in clause 26.06 who are so employed at the beginning of the vacation year and when it is anticipated they will be continuously so employed to or beyond the end of the vacation year, clause 26.01 shall not apply and the following shall apply:

- (a) On April 1<sup>st</sup> of each year such employees will be credited with eleven (11) lieu days.
- (b) A deduction shall be made from the credited lieu days for any instance in which the employee is absent without permission on the day recognized **as** the general holiday in clause 26.01 or the day to which the holiday is moved **as** provided in clause 26.04(b).
- (c) Such lieu days shall be scheduled so they will be taken contiguously with the employee's vacation leave in that vacation year.
- (d) If for any reason the employee's lieu days have not been taken by the end of the vacation year in which they were earned the days remaining shall be liquidated by the Employer by a premium payment equal to the amount shown in note 9 of Appendix "B" for each day liquidated. The premium payment for a half (1/2) day shall be half of the amount.

26.08 For all employees **as** described in clause 26.06 who after the beginning of the vacation year are assigned for a period anticipated to extend to or beyond the end of the vacation year, clause 26.01 shall not apply during such period and the following shall apply:

- (a) The employee will be credited with one (1) lieu day for each holiday he/she has worked during the period, provided he/she was not absent without permission on the day recognized **as** a general holiday in clause 26.01 or the day to which the holiday is moved **as** provided in clause 26.04(b).
- (b) Lieu days thus accumulated shall be taken contiguously with the employee's vacation leave in the current or the following vacation year.

26.09 For all employees **as** described in clause 26.06 who on or after the beginning of the vacation year are assigned for a period known to be less than the balance of the vacation year, clause 26.01 shall not apply during such period and the following shall apply:

- (a) On the completion of the term of the assignment the employee will be credited with one (1) lieu day for each holiday he/she has worked during the period, provided he/she was not absent without permission on the day recognized **as** a general holiday in clause 26.01 or the day to which the holiday is moved **as** provided in clause 26.04(b).
- (b) (i) Employees who complete their assignments before January 2nd in any vacation year shall take their accumulated lieu days at a time preferred by the employee before the end of the vacation year, operating requirements permitting. Unused lieu days **as** of March 31

shall be liquidated by the Employer by a premium payment equal to the amount shown in note 9 of Appendix "B" for each day liquidated. The premium payment for a half (1/2) day shall be half of the amount.

- (ii) Employees who complete their assignments on or after January 2<sup>nd</sup> may take their lieu days **as** provided for in (i) above or may carry all or part of them over into the next vacation year.

26.10 Any lieu days taken under clauses 26.05, 26.07, 26.08 or 26.09 in advance of holidays occurring after the date an employee ceases to be an employee or after he/she becomes subject to clause 26.03 shall be subject to recovery of pay.

26.11 The following shall apply to employees who are classified **as** Electronic Systems Instructors on a continuing basis:

- (a) When on a general holiday an employee is required by the Employer to conduct a course, scheduled in accordance ~~with~~ clause 38.06(b), the employee shall be given a lieu day with pay to be taken at a mutually agreed time and, in addition to the pay the employee would have received had he/she not worked on the holiday, one-half (1/2) times his/her straight-time hourly rate for all hours worked by him/her up to seven and one-half (7 1/2) hours, exclusive of a meal break. Hours worked in excess of such seven and one-half (7 1/2) hours, will be paid at twice (2) the employee's straight-time hourly rate.
- (b) If an operating employee who anticipated and was previously granted the statutory holiday in the form of a "lieu day" shall receive only pay at the straight-time rate for the first seven and one-half (7 1/2) hours worked on the statutory holiday.
- (c) **If** an operating employee has any lieu days to his/her credit at the time of becoming an Electronics Systems Instructor, the disposition of such lieu days shall be mutually agreed upon by the employee and the Employer at the commencement of the assignment.
- (d) If for any reason the employee's lieu days have not been taken by the end of the vacation year in which they were earned the days remaining shall be liquidated by cash payment at the employee's daily rate of pay **as** of March 31. Payment for a half (1/2) day shall be one half (1/2) the employee's daily rate of pay **as** of March 31<sup>st</sup>.
- (e) Notwithstanding the above, when Good Friday and/or Easter Monday fall in the month of March, such day(s) shall be deemed to be contained in the following vacation year.

## ARTICLE 27

### TRAVEL

27.01 This Article shall not apply to an employee for the travel involved in respect of a transfer or posting which is subject to the Relocation Guideline.

27.02 Employees in travel status will be reimbursed for all reasonable expenses in accordance with the current Travel Guideline.

27.03 When an employee travels through more than one (1) time zone, computation will be made **as** if the employee had remained in the time zone of the point of origin for continuous travel and in the time zone of each point of overnight stay after the first day of travel.

27.04 In making travel arrangements for employees, every reasonable effort shall be made to minimize the amount **of** time the employee is away **from** his/her headquarters area. For trips entailing more than one day of travel the employee's regular scheduled hours of work for each day of *hisher* itinerary are to be established in advance for each day of travel in accordance with 27.05(b) prior to the commencement of *hisher* trip.

27.05 When in the performance of his/her duties an employee is required by the Employer to travel by authorized means of transport, time necessarily spent in such travel shall be considered as time worked and compensated for **as** follows:

(a) **Planned Overnight Stay**

When an employee's travel itinerary includes an overnight stay between the first and second day of travel, and where good sleeping accommodation is available at the Employer's expense, and when the employee has eight (8) continuous hours available to him/her after 2100 and before 0800 hours to utilize such accommodation, the employee shall be compensated **as** provided for in (b), (c) and (d) below for all hours travelled and/or worked before *hisher* arrival at and after *hisher* departure from the point of hisher overnight stay.

(b) **Travel during Regular Hours**

Except **as** provided in 27.05(e), at the employee's straight-time hourly rate for all hours during hisher regularly scheduled hours of work (minimum - the employee's daily rate of pay). When an employee is travelling for a period of more than one (1) day, hisher regularly scheduled hours of work shall be

considered as being seven point five (7.5) consecutive hours (exclusive of a meal break) between the hours of 0800 and 1800 for each day of travel.

(c) **Travel in Excess of Regular Hours**

Except as provided in 27.05(d) to (f) inclusive, at time and one-half (1 1/2) the employee's straight-time hourly rate for:

- (i) all hours other than in (b) above, and
- (ii) the first seven point five (7.5) hours (exclusive of a meal break) on a General Holiday or first Day of Rest for travel or any combination of travel and work.

(d) **Travel on General Holidays and Days of Rest**

At twice (2) the employee's straight-time hourly rate for hours travelled or any combination of travel and work in excess of seven point five (7.5) (exclusive of a meal break) on a General Holiday or first Day of Rest and all hours on a second and subsequent Day of Rest except that where good sleeping accommodation is provided or available at no expense to the employee and the employee has eight (8) continuous hours between 2100 and 0800 hours to utilize such accommodation, that eight (8) hours shall be exempt from payment.

(e) **Travel and Work Less Than Twenty-four (24) Hours, No Sleeping Accommodation**

If, within any period of twenty-four (24) consecutive hours, and employee is required by the Employer to travel by authorized means of transport to and/or from a work location other than his/her normal place of work, such time spent shall be considered as time worked. When, in such case, on a regular work day, any period of such travel and work exceeds seven and one-half (7 1/2) consecutive hours, exclusive of a meal break, the hours in excess of such seven and one-half (7 1/2) shall be paid for at one and one-half (1 1/2) times the employee's straight-time hourly rate except that if the period of such travel and work exceeds twelve (12) consecutive hours exclusive of meal breaks, the hours in excess of twelve (12) in any continuous period of such travel and work will be paid for at twice (2) the employee's straight-time hourly rate. To qualify for double (2) time as provided above, the employee's contiguous periods of travel and work must begin and end within a continuous period of twenty-four (24) hours.

In the above, where any hours involved are on a General Holiday or Days of Rest, the rates will be replaced as applicable in accordance with 27.05(c) and (d) above.

(f) **Unforeseen and Unavoidable Delays**

When an employee is subject to an unforeseen or unavoidable delay while travelling between assigned work locations, and that delay is at such a time and for such duration that the employee can utilize overnight accommodation, the employee shall be compensated for all hours of that delay at his/her straight-time hourly rate, except that where good sleeping accommodation is available at no expense to the employee and when the employee has eight (8) continuous hours available to him/her after 2100 and prior to 0800 hours to utilize such accommodation, that eight (8) hours will be exempt from payment. The straight-time payment will continue during the period of such delay until such time as the employee again commences travelling.

In the above where any hours involved are on a General Holiday or Days of Rest, the straight-time rate will be replaced as applicable in accordance with 27.05(c) and (d) above.

- 27.06 (a) An employee assigned to a military establishment when in travel status will not be required to make use of the establishment for accommodation and messing except where it is evident that to stay elsewhere would be inconsistent with good order and common sense (for example certain training courses, no suitable commercial accommodation is convenient and available etc.).
- (b) Subject to 27.06(a) when an employee is required to utilize service accommodation, such accommodation shall be the equivalent where available, of good commercial accommodation.

27.07 With the approval of the Employer, an employee may be permitted to use his/her private motor vehicle in place of a public carrier to proceed on training courses, provided there is no extra cost to the Employer. The employee will be allowed the equivalent travel time as if he/she had travelled by public carrier. The employee will also be reimbursed expenses including meals and accommodations as per the Travel Guideline, with mileage paid at the employer requested rate.

No payment under this Article shall exceed the cost NAV CANADA would have incurred had the employee not requested application of this article.



**27.08** For every employee proceeding on leave with pay from an isolated post, the Employer will approve leave of absence with pay for the lesser of:

- (a) Three (3) days; or
- (b) The actual time required to travel from his/her post to a point of departure and to return from a point of departure to his/her post. In this section "Isolated Posts" and "Point of Departure" have the same meaning as given to these expressions in the Isolated Posts Guideline. In the event of unavoidable delays at northern transportation terminals, additional travel time may be allowed. It is understood by the parties the above applies to an employee using his/her private motor vehicle where such use is practicable and it is understood that a maximum of one (1) day's leave shall compensate for all hours travelled in a day.
- (c) For the purpose of the above, an employee will be limited to the use of this entitlement up to a maximum of two (2) additional times in the fiscal year, beyond the entitlement as stipulated in Section 2.4 of the NCJC Isolated Posts Guidelines.

**27.09 Travel Premium**

Employees who are in travel status and incur an overnight stay outside of the headquarters area shall receive one-half (1/2) hour of compensatory time off in lieu for each overnight stay. If the compensatory time off in lieu cannot be liquidated by the end of the vacation year, then payment in cash will be made at the employee's straight-time rate of pay as of March 31<sup>st</sup>.

## ARTICLE 28

### CALL-BACK

- 28.01 If,
- (a) on a general holiday or a day of rest, or
  - (b) after he/she has completed *his/her* work period and has left *his/her* place of work and prior to reporting for *his/her* next regular scheduled work period an employee is called back to work and returns to work prior to *his/her* next regular scheduled work period for a period of overtime the employee shall be entitled to the greater of:
    - (i) compensation at the applicable over-time rate for any time worked, or
    - (ii) compensation equivalent to four **(4)** hours' pay at the straight-time rate.
  - (c) after he/she has completed *his/her* work period and has left *his/her* place of work and prior to reporting for *his/her* next regular schedule work period an employee is contacted and is required to work without physically reporting to the workplace shall be entitled to the greater of
    - (i) compensation at the applicable overtime rate for any time worked, or
    - (ii) compensation equivalent to two **(2)** hours' pay at the straight-time rate.

In the case of multiple calls, no further compensation will be paid under 28.01 (c)(ii) within any given two hour time period for a subsequent call related to the same equipment/system where the problem has not been corrected.

Clause 28.01 (c) would not apply in the event of a call to the employee where the purpose is to provide him/her information regarding his work or exchanging information not related to system restoration or reconfiguration.

- 28.02
- (a) When an employee is recalled to work overtime **under** the conditions described in clause 28.01, and is required to use transportation services other than normal public transportation services, the employee's entitlement to transportation costs will be **as** provided in the Travel Guideline.
  - (b) Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than *his/her* normal place of work,

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

- 28.03 Notwithstanding clause 28.01 an employee called back to work and who reports for work one (1) hour or less prior to the commencement of his/ her scheduled work period and the period of work for which the employee was recalled is contiguous to the commencement of his/her work period shall receive only the applicable overtime rate for the period worked prior to the commencement of his/her scheduled work period.
- 28.04 When an employee is called back to work in accordance with clauses 28.01(a) or (b) for a period of overtime, the duration of which cannot be pre-determined, and works four (4) hours or more of overtime he/she shall be provided a paid meal break of up to one-half (1/2) hour and reimbursed his/her expenses for one meal at a rate equivalent to the lunch allowance in the current Travel Guideline. If the employee continues to work for four (4) hours or more of overtime he/she shall be provided further paid meal breaks of up to one-half (1/2) hour and reimbursed his/her expenses for one meal at a rate equivalent to the lunch allowance in the current Travel Guideline at the completion of this second and subsequent four (4) hour periods.

## ARTICLE 29

### STANDBY

- 29.01 When an employee is notified in writing that he/she will be required to be available for work during his/her off-duty hours the employee shall be entitled for each consecutive eight (8) hours or portion thereof that he/she is required to remain available, to a standby payment of one (1) hour straight time pay effective May 6, 2004.
- 29.02 While an employee is not required to have a telephone, an employee designated for standby duty shall be available during his/her period of standby at a known telephone number and be able to return to duty **as quickly as** is practicable when he/she is called, but in any event not later than one (1) hour after he/she is called.
- 29.03 No payment for standby will be made for any eight (8) hour period referred to in clause 29.01 if an employee is unable to report for duty when required during that period.
- 29.04 No employee will be assigned standby duties when otherwise not required to work on a statutory holiday or lieu day.
- 29.05 The Employer agrees to give seven (7) days' notice of such standby requirement unless it is essential to provide a replacement due to the inability of the assigned employee to assume or continue standby duties.
- 29.06 When an employee is required for standby duty on his/her day of rest, he/she shall be designated for such duty for the full twenty-four (24) hour period.
- 29.07 The Employer shall have the right to put an employee on standby duty in a specific instance where there is a requirement known in advance.
- 29.08 When there is a known requirement for standby duties on a continuing basis the Employer will use his best endeavours to distribute the standby duties on an equitable basis among qualified available employees and on a weekly basis.
- 29.09 An employee on standby who was called into work and who reports to work in accordance with the above shall be compensated in accordance with the Call-Back provisions of this Agreement.
- 29.10 The Employer agrees that in those areas where Electronic paging devices are both available and practicable they will be provided without cost to those employees on standby.

## ARTICLE 30

### SHIFT AND WEEKEND PREMIUMS

- 30.01 (a) An employee will receive a shift premium for each shift worked on the 1600 to 2400 evening shift. The premium shall be fifty percent (50%) of the employee's straight time hourly rate per shift worked effective May 6, 2004.
- (b) An employee will receive a shift premium for each shift worked on the 00:00 to 08:00 night shift. The premium shall be eighty percent (80%) of the employee's straight time hourly rate per shift worked effective May 6, 2004.
- 30.02 An employee who works four (4) or more regularly scheduled hours during the 1600 to 2400 evening shift or the 0000 to 0800 night shift shall be paid the premium for that shift as set out in 30.01 above.
- 30.03 Where an operating employee's assigned work place has shift cycles which have scheduled shifts on Saturdays and Sundays and it is evident that these weekend shifts will be on a continuing basis and are not affected by seasonal operations, the employee shall receive for all regular hours worked on Saturday and/or Sunday at his/her straight-time hourly rate in addition to the above shift premiums a weekend premium of fifty percent (50%) of the employee's straight time hourly rate per shift worked effective May 6, 2004.

## **ARTICLE 31**

### **FLYING PAY**

- 31.01 An employee required to perform duties with equipment while in flight, such as flight calibration or magnetometer surveys, shall be paid an allowance of one hundred dollars (\$100) per month provided that he/she completes fifteen (15) hours in the performance of such duties each quarter. The Employer will make every reasonable effort to allocate such duties on an equitable basis among available qualified employees.

## ARTICLE 32

### WORKING CONDITIONS

- 32.01 In so far as is feasible, having regard to building and space limitations, the Employer will where alternate facilities are not available, provide proper accommodation for employees to have and/or to prepare their meals and where there is a requirement, to provide space to keep their clothes, tools and manuals.
- 32.02 The Employer will ensure that a supply of water and a utensil capable of heating liquids (hot-cup) are made available to Technologists working at normal work sites where such facilities are not now available.
- 32.03
- (a) It is recognized that at some isolated and remote work sites a variety of conditions can make egress so difficult that an employee cannot leave the site at the completion of his/her assigned work. Such sites frequently are stocked with emergency food supplies and provision may be made for the employee to sleep overnight. Typical of such sites are certain mountain-top VOR sites, some Radar sites and remote sites in arctic regions.
  - (b) When, as a result of conditions beyond the employee's control, the employee must remain at such a site, he/she will be given equivalent time off for the period he/she is required to remain at the site in an unproductive state beyond his/her normal hours of work. When work assignments are authorized normal overtime conditions will prevail during this period. Examples of sites that are recognized as meeting these requirements are: Whitehorse VOR, Enderby VOR, Landsdowne and Attawapiska.
  - (c) Every reasonable effort will be made to grant equivalent time off at a mutually acceptable time but if at the end of a vacation year any time off still remains due to the employee, it shall be liquidated by the Employer by payment at the employee's straight-time hourly rate.

## **ARTICLE 33**

### **ASSIGNED WORK PLACE**

- 33.01 An employee shall have an assigned permanent workplace which shall be the point where the employee reports, commences and ends his/her day's work, unless the employee agrees to an alternate arrangement.
- 33.02 In the event that the employee's permanent workplace is changed within the headquarters' area, the Employer will give not less than one (1) month's notice in writing of the impending change.
- 33.03 In the event that the employee's permanent workplace is changed outside the headquarters' area, the Employer will give not less than three (3) months' notice of the impending change.



## ARTICLE 34

### TEMPORARY ASSIGNMENT

- 34.01** When an employee is assigned to work at a location outside of his/her headquarters' area he/she shall be considered as being on temporary assignment until he/she returns to his/her headquarters' area or is permanently assigned to another headquarters' area. **An** employee on temporary assignment shall be entitled to reimbursement for all reasonable expenses in accordance with clause 27.02.
- 34.02** **An** employee on temporary assignment at a work place that is a work place of other employees may have that work place designated as his/her report point where he/she shall commence and end his/her day's work.
- 34.03** The Employer agrees that temporary assignments to isolated posts for engineering activities will be equally distributed, as far as practicable, amongst the available qualified engineering Technologists in that region.
- 34.04** Employees assigned away from their headquarters area on other than a training course for a period of seven (7) days or more shall be given seven (7) days' notice of such assignment. Where less than seven (7) days' notice is given, the employee shall be paid a premium equal to the amount shown in note 5 of Appendix "B" for the first day of the assignment.
- 34.05** With a view of allowing employees to spend as much time as possible within their Headquarters area and, at the same time, allowing NAV **CANADA** to minimize its costs, at the discretion of the Employer, employees on temporary assignment outside of their Headquarters area, other than those on training courses, may be given the opportunity to work, where practicable and when work is available. Such work will be paid for at the appropriate overtime rate.

## **ARTICLE 35**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

35.01 Employee complaints or grievances will be dealt with in accordance with the procedure set forth in this Article the purpose of which is to secure prompt and fair disposition of grievances.

35.02 **Definitions**

(a) **Grievance**

A grievance shall be defined as any dispute between NAV CANADA (hereafter referred to as “the Company”) and Local 2228 of the International Brotherhood of Electrical Workers (hereafter referred to as “the Local” 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, policy grievances and Company grievances.

(b) **Days**

A day shall mean calendar days, however, where a deadline occurs on a Saturday, Sunday or Holiday, the deadline shall be extended to the next normal business day.

35.03 **Disclosure of Information**

In the interest of resolving disputes in an expeditious and efficient manner, the representative of each **party** should share all relevant information with respect to the subject matter of the grievance. This provision does not limit the right of either party to introduce further evidence at arbitration.

35.04 **Dispute Resolution**

**Complaint Stage**

(a) Before presenting a grievance through his or her authorized Local Representative, the Employee shall meet with his or her authorized Management Representative to discuss and attempt to resolve the complaint.

(b) The Employee is entitled to have an authorized Local Representative accompany the Employee during such a meeting.

## Step 1

- (a) Failing a mutually agreed upon resolution of the issue being reached at the complaint stage, the authorized Local Representative, on behalf of the Employee(s) concerned, may submit a written grievance to the Employee's authorized Management Representative.
- (b) The written grievance shall be submitted:
  - (i) within 30 days of the incident giving rise to the grievance; or
  - (ii) within 30 days of the date on which the employee(s) was notified/informed; or
  - (iii) within 30 days of the date where the employee(s) should otherwise have reasonably been aware of the incident giving rise to the grievance.

The written grievance shall be in a form approved by the parties; however, a grievance shall not be deemed to be invalid by reason only that it is not in accordance with the form supplied by the Employer.

- (c) The Company's authorized designate shall discuss and attempt to resolve the grievance with the authorized Local representative and render a written response to the grievance to the authorized Local Representative and provide a copy to the Employee(s) concerned 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 Local Representative on behalf of the Employee(s) concerned, may within fifteen (15) 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 Local Representative and render a written response to the grievance to the authorized Local Representative and provide a copy to the Employee(s) concerned no later than thirty (30) days following receipt of the grievance at Step 2.

**35.05 Abbreviated Procedure**

Any policy grievance, Company grievance or a discharge grievance shall be submitted directly to Step 2 the earlier of:

- (i) Within twenty (20) days of the incident giving rise to the grievance; or
- (ii) Within twenty (20) days of the date on which the employee(s), Local and Company was notified/informed; or
- (iii) Within twenty (20) days of the date where the employee(s), Local and Company should otherwise have reasonably been aware of the incident giving rise to the grievance.

**35.06 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 or authorized designate or the authorized Local Representative, in writing by registered mail of its intention to refer the dispute to Arbitration.

**35.07 Extension of Time Limits**

The time limits stipulated in this procedure shall be mandatory except where extended by mutual agreement between the parties. Such agreement will not be unreasonably withheld.

It is not the Employer's intent to deny any grievance as being untimely when failure to present the grievance within the time limits stipulated above is caused due to circumstances beyond the control of the grievor and providing the employer is not unduly prejudiced by the extension of time limits.

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

- (a) The Local recognizes that each employee and authorized Local representative is employed to perform work for the Company and therefore no employee or authorized Local 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. While recognizing that operational safety requirements take precedence, permission shall not be unreasonably withheld.
- (b) When a discussion or meeting on a complaint or grievance takes place during the employee's normal working hours, in the employee's

headquarters area or the assigned work location and leave to attend is granted to the employee, the employee shall not suffer loss of normal 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 headquarters area or assigned work location, the employee shall not be entitled to be paid.

- (c) When a discussion or meeting on a complaint or grievance takes place during normal working hours and leave to attend is granted the authorized Local representative, the authorized Local representative shall not suffer loss of normal 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 Local representative shall not be entitled to be paid.
- (d) Employees and authorized Local representative will not be entitled to be paid when discussions or meetings on complaints or grievances take place outside their normal working hours.

#### **35.09 Notification of Authorized Representatives**

The Local shall notify the Company in writing of the names and areas of jurisdiction of its representatives authorized to represent the Local in the presentation of grievances at each level, and shall promptly notify the Company in writing of changes in these names. The Company shall notify the Local in writing of the position/titles and areas of jurisdiction of its representatives authorized to represent the Company with respect to the receipt and response of grievances at each level, and shall promptly notify the Local in writing of changes to these names.

### **Arbitration Procedure**

#### **35.10 Powers of an Arbitrator**

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

#### **35.11 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.

### 35.12 **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 (see Appendix "C"). 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.

### 35.13 **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.

### 35.14 **Sole Arbitrator vs. 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.

### 35.15 **Board of Arbitration**

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. (See Appendix "C")

35.16 **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.

35.17 **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 penalty imposed by the Company and in that regard take whatever action is just and equitable in the circumstances.

35.18 **Arbitrability**

- (a) It is understood that no matter may be submitted to arbitration which has not been properly carried through the grievance procedure. 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.

35.19 **Location of Arbitration Hearing**

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

## ARTICLE 36

### JOINT CONSULTATION

- 36.01 The Employer and the Union recognize that consultation and communication on matters of mutual interest outside the terms of the Collective Agreement should promote constructive and harmonious Employer-Union relations.
- 36.02 The Employer will recognize committees of the Union for the purpose of consultation with management with a view to resolving problems which arise within the ambit of the joint consultation process, as follows:
- (a) A National Committee of the Union consisting of not more than five (5) employee representatives of the Union.
  - (b) Regional Committees of the Union consisting of not more than three (3) employee representatives.
  - (c) By agreement of the parties, and where circumstances warrant, local Unit Committees of the Union, consisting of not more than three (3) employee representatives, may be established for the purpose of consultation with local management.
- 36.03 It is agreed that a subject suggested for discussion may not be within the authority or jurisdiction of either the management or union representatives. In these circumstances, consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote understanding, but it is expressly understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to, or modify the terms of this Agreement.
- 36.04 Frequency of national and local meetings will be determined by mutual agreement.
- 36.05 All meetings shall be held on the Employer's premises at a time and for a duration determined by mutual agreement.
- 36.06 Full-time employees forming the continuing membership of local Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.
- 36.07 A designated representative of the Union Committee and management shall exchange a written agenda for a meeting as early as possible prior to the effective date of the meeting, but in any case normally not less than thirty (30) calendar days in advance.



36.08 There will be no limitations on subjects for joint consultation subject to clause 36.01.

**ARTICLE 37**

**EMPLOYEE-OWNED MOTOR VEHICLE**

**37.01** Unless by prior agreement in writing between the employee and the Employer, no employee shall be required by the Employer to use his/her privately-owned motor vehicle on Employer business.

## ARTICLE 38

### TRAINING

38.01 In recognition of changes taking place in the "state of the art" in the Electronics field, the Employer will continue to provide appropriate training manuals and, when operational requirements permit, to initiate and to facilitate relevant training and study sessions designed to improve the qualifications of an employee.

#### Off-Location Training

##### 38.02 Days Off

The Employer shall, where practicable, schedule at least two (2) days off to which the employee would normally be entitled immediately preceding and immediately following training courses and in no case will an employee lose credit because of such training for days off to which he/she would normally be entitled.

##### 38.03 Expenses

- (a) Employees attending training courses will be reimbursed for expenses incurred for accommodation, meals and incidentals in accordance with the NCJC Travel Guideline.
- (b) An employee shall advise his/her supervisor, within one (1) week of being informed that he/she is to be assigned to an off-location training course, of any unusual related personal expenses he/she anticipates incurring as a result of attendance at such course. The supervisor shall thereupon decide whether or not to proceed with the assignment. If the decision is to proceed, and subsequently the employee's attendance at the course is cancelled or re-scheduled, any such expenses incurred by the employee will be reimbursed by the Employer. The employee will make every reasonable effort to mitigate any losses incurred and will provide proof of such action to the Employer.

#### Weekend Meal Allowance at NCTI

- (c) (i) Subject to the provisions in 38.03 (c)(ii), NAV CANADA agrees to pay meal allowances at the applicable rates, as specified in the NAV CANADA Travel Guideline, in lieu of paid meals at the training facility for Electronic Technologists on days of rest and/or general holidays while attending training.
- (ii) Entitlement to the Weekend Meals Allowance shall be pre-authorized and will require the employee to notify the NCTI

Registration desk of the arrangement no later than 5:00pm on the Thursday of each week.

- (a) The weekend meal allowance will include all meals commencing with the evening meal (supper) Friday and ending with the noon meal (Lunch) on Sunday;
- (b) The general holiday meal allowance will include all meals commencing with the evening meal (supper) on the day immediately preceding the day specified as the holiday and ending with the noon meal (Lunch) on the holiday, inclusive;
- (c) When training is conducted on days of rest or general holidays, these days will be considered as normal training days for purposes of meal allowances and as such, employees will not be entitled to opt for the meal allowance on such days;
- (d) Employees are not entitled to claim both transportation expenses and meal allowances if they are returning home for weekends. These employees will be governed by the Weekend Travel Home provisions of the Travel Guideline. Subject to room availability, employees returning home for weekends are required to notify the registration desk to be considered for "temporary check-out" status;
- (e) Employees exercising their option to take meals outside NCTI will be considered as being "in residence" and will have normal access to their accommodation. Any additional expense incurred by employees who choose to "reside" at a place other than NCTI will be the responsibility of the employees;
- (f) Expenses incurred by employees in travelling to restaurants, hotels, etc. during the weekend or holiday period will be the responsibility of the employees.

38.04 **Advance Notice**

**An** employee required to attend a training course will, where practicable, be given two (2) months' advance notice of the nature and location of the course. However, an employee assigned to a training course outside of his/her headquarters area, which will necessitate his/her absence from his/her home for a period of more than fourteen (14) consecutive calendar days will be given a minimum of one (1) month's notice.

38.05 (a) **An** employee will not be required to attend a course or series of courses in excess of twelve (12) continuous weeks' duration.

(b) (i) Courses which are primarily for employees and conducted by members of the Electronics Group shall operate on days otherwise recognized **as** general holidays when such days occur within the course schedule.

(ii) Whenever the Employer can arrange courses, not conducted by members of the Electronics Group, to operate on days otherwise recognized **as** general holidays they will do so and will advise the attendees of this requirement in advance.

(iii) All employees attending such courses on a general holiday shall receive the equivalent of a day's straight-time pay and shall be credited with a lieu day **as** is appropriate under clause 26.05 or 26.09(a) and (b).

(iv) Where the Employer is unable to arrange for a course, attended by employees outside their assigned headquarters' area, to be conducted on what are otherwise considered to be general holidays, the employees shall be notified of such in advance and the day in question shall be recognized **as** a holiday in accordance with clause 26.03 and shall constitute a deduction from lieu day credits **as** provided in 26.05, 26.07, 26.08, 26.09 or 26.11(b).

38.06 **An** employee who occupies a unilingual position that NAV CANADA designates bilingual by its own action or to meet statutory requirements and who does not meet the second language requirement, or an employee who does not meet a higher second language proficiency standard for the position set by NAV CANADA or through statutory requirements, shall be entitled to training in the second language for a period not to exceed one year at the employer's expense and on Company time. If an employee is unable to meet the proficiency of the second language, he/she shall be entitled to reassignment to a position at the same level in the region with relocation expenses. If no position at the same level in the region is available, the employee may elect to accept an assignment in another region with relocation expenses or accept the NAV CANADA Departure Incentive Program. The employee shall be

considered a surplus employee for purposes of the priority placement provisions in Article 49.02. If the employee is not reassigned or does not accept the NAV CANADA Departure Incentive Program he or she shall be subject to lay-off.

- 38.07 When training courses are given in locations where French is the employees' working language, such courses shall be conducted in the French language except where, because of the nature of the course content, the employees attending the course request that the instruction be given in the English language.
- 38.08 When, in connection with training courses given under the terms of this Article, the courses entail classroom or associated instruction of seven (7) or less hours per day, exclusive of a meal period, no overtime claim **from** participants will be recognized or paid, except as may be involved in travel immediately prior to or following the course from *his/her* residence to *his/her* place of lodging during the course and vice versa.
- 38.09 **An** employee assigned to a training course outside of his/her headquarters' area, which will necessitate his/her absence from *his/her* assigned work place for a period of more than fourteen (14) consecutive calendar days, will not be required to report for work on the day(s) he/she is assigned to travel to such training course. Except in respect of travel on a day of rest or a general holiday, **an** employee will receive his/her normal salary for the day(s) but no additional payment will be made for time spent traveling unless such time exceeds eight (8) hours per day. Such excess hours will be paid at the rate of time and one-half (1 1/2).
- 38.10 On return from a training course outside of *his/her* headquarters area, which necessitated his/her absence from *his/her* assigned work place for a period of more than fourteen (14) consecutive calendar days, an employee may travel on the day *his/her* course terminates; but when the employee is given a following day or days off with pay for the purpose of travel, he/she shall receive no additional payment for time spent traveling unless such time exceeds eight (8) hours per day. Such excess hours will be paid at the rate of time and one-half (1 1/2).
- 38.11 Clause 38.09 and 38.10 shall not apply to an employee who lives at home while on an assigned training course.
- 38.12 Attendance at training or development seminars, symposiums, etc., other than specific equipment oriented classroom instruction type training, represents an opportunity for individual self development beyond that which the Employer requires of the employee to simply maintain current operations.

Many of these development opportunities do not readily associate themselves with the normal hours of work and overtime provisions commonly contained in Collective Agreements.

Accordingly when such a training situation is arranged and an employee is to be given the opportunity to attend, the employee shall be informed in advance of what is likely to be involved in respect of his/her personal time.

If the employee is permitted to attend, he/she shall be entitled to actual and reasonable travel expenses incurred and shall suffer no loss of regular *salary*.

### **Electronics System Instructors - NCTI**

- 38.13 (a) Instructors will not be required to provide formal instruction (be formally in contact with the students in a classroom or laboratory environment) to students in excess of an average of twenty (20) hours per week over a fiscal year. Such hours are **part** of the hours of work set out in clause 23.04
- (b) (i) New instructors will be given the opportunity to familiarize themselves with the organizational structures, objectives and relevant administration, documentation and procedures.
- (ii) **An** instructor will be given the opportunity to visit field facilities to gain or regain appreciation of the operational environment and the applicable current field maintenance methods, practices and procedures. Subject to operational requirements, NAV CANADA will allow instructors five (**5**) days per year to visit field facilities. NAV CANADA will authorize up to one third of its instructors for such visits in any one (1) year. Attempts will be made to increase the number of instructors benefiting from those visits by making them coincide with new course development and delivery in the regions. Notwithstanding the above, no instructor will be denied the opportunity to visit field facilities away from the institute for a total of five (**5**) days in any three (3) year period.

## ARTICLE 39

### TECHNOLOGICAL CHANGE

- 39.01 Both parties recognize the overall advantages of technological change. Both parties will, therefore, encourage and promote technological change and improvements in the Electronics field.
- 39.02 With this in view, and recognizing the extensive lead time required for the selection, installation and providing of sophisticated electronic equipment, the Employer agrees to provide **as** much advance notice **as** is practicable but not less than six (6) months' notice to the Union of any major technological change in electronic equipment which would result in changes in the employment status or working conditions of employees as provided for in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise **as** a result of the introduction of such technological change.



## ARTICLE 40

### SAFETY AND SECURITY

- 40.01 The Employer shall make all reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on this subject and, to this end, local committees will continue to be utilized. These will be composed of Union and Employer representatives, will meet periodically for the correction of unsafe or potentially harmful work practices, will review and examine reports of serious accidents, and will carry out inspections of work sites when this is warranted by circumstances, and make recommendations.
- 40.02 The Union reserves the right to meet with NAV CANADA representatives at the national level to discuss topics of health and safety that are unique to the members of the Bargaining Unit.
- 40.03 The Union agrees to make every effort to encourage its members to observe all safety rules and to use all the appropriate protective equipment and safeguards.
- 40.04 In the interests of safety the Employer will continue to provide all training it considers necessary to employees required to work on new equipment and facilities either by on-the-job training or by formal or informal training at factories or at Employer training schools. The Employer will also continue to provide training in safety practices to employees while attending technical courses at the Employer's schools.
- 40.05 The Employer shall provide first aid equipment, training and services in accordance with the Canada Labour Code Standards, ~~Part~~ II.
- 40.06 When the employer is investigating an accident involving a fatality of a member of this Bargaining Unit, the Local will be invited to be present, where possible, at the investigation.
- 40.07 The Employer will identify a management representative who is knowledgeable of the NAV CANADA Electronics Technologists job function to serve as a National focal point for safety and related issues.

## ARTICLE 41

### VEHICLE LIABILITY

- 41.01 The Employer will waive its claim against any employee in the bargaining unit for reimbursement of damages paid by it to a third party for bodily injury, death or property damage caused by an accident involving a motor vehicle owned or leased by the Employer or rented by or on behalf of the Employer and driven by the employee in the normal course of performing his/her duties.
- 41.02 The Employer will indemnify an employee in the bargaining unit against any liability imposed upon him/her by a court of competent jurisdiction to pay any damages arising from bodily injury, death or property damage suffered by a third party and caused by an accident which occurs while the employee is driving a motor vehicle owned or leased by the Employer or rented by or on behalf of the Employer while in the normal course of performing his/her duties.
- 41.03 The Employer will act as irrevocable attorney to appear and defend in any court of competent jurisdiction in which an action is brought against an employee claiming damages allegedly arising out of such an accident.
- 41.04 The Employer will conduct all negotiations in respect of such damages and will effect any settlement relating to the payment thereof.
- 41.05 The above will not apply where the accident occurred while the employee was driving a vehicle owned or leased by the Employer or rented by or on behalf of the Employer if:
- (a) the employee is aware his/her driver's licence has been suspended or invalidated; or
  - (b) the employee is convicted of impaired driving by a court of competent jurisdiction in relation to the actual specific accident.

**ARTICLE 42**  
**POSTING**

42.01 **Posting**

Whenever practicable, advance notice of a change in posting or a transfer shall be given to an employee. Such notice shall not normally be less than three (3) months. Every reasonable effort will be made to effect such posting or transfer of an employee during his/her children's vacations from school.

42.02 **Isolated Posts**

Guidelines for assignments to isolated posts in the 1 and 2 categories are as listed in "Schedule A - Classification of Isolated Posts" in the NCJC Isolated Posts Guideline.

It is agreed that operational requirements permitting, the following guidelines will continue to be implemented relative to the future assignment of employees in the Electronics Group to isolated posts:

(a) **Single Employee**

Maximum Posting - One (1) year with a minimum of two (2) years following completion of such an assignment before re-assignment to a post in the same category.

(b) **Married**

(i) **Accompanied by Family**

Maximum Posting - Two (2) years with a minimum of three (3) years following completion of such an assignment before re-assignment to a post in the same category.

(ii) **Unaccompanied by Family**

Maximum Posting - Six (6) months with a minimum of two (2) years following completion of such an assignment before re-assignment to a post in the same category.

(c) **Limitations and Extensions at Isolated Posts**

Employees may request, in writing, an extension of the limits of the time spent at isolated posts categories 1 and 2 with the understanding that it is not normally the policy of the Employer to assign such employees for more than four **(4)** consecutive years to isolated posts categories 1 and 2.

Where an employee is on temporary assignment to an isolated post level 1 or 2 for periods in excess of two **(2)** months, those periods shall be credited to the employee and count towards satisfying the maximum requirements listed above.

Employees may be required to undertake one assignment (tour of duty) at **an** Isolated Post 1 or 2, anywhere in Canada during their first seven **(7)** years of service **as** Electronics Technologists with NAV CANADA, including previous Public Service for designated employees. The Local agrees and is prepared to meet with the Company if the seven **(7)** year limitation presents a staffing difficulty. In the future this specific obligation may be increased.

The Local will present no objections to a change should NAV CANADA provide evidence of these difficulties.

This article commits the Local to approve a change in the length of time and number of postings after review and upon substantiated proof of said difficulties by the Corporation that such change is necessary.



## ARTICLE 43

### DEVELOPMENT

43.01 NAV CANADA and Local 2228, IBEW, agree to the necessity of a jointly developed, structured training program to develop electronics technologist. The NAV CANADA Electronics Technologist (NET) Development Programs will be the methods used to develop the competency of employees. Such programs shall be utilized for the development of maintenance, engineering/installation, technical operation coordinators and flight inspection technologists.

Movement through the developmental programs will require three elements to be considered before advancement:

1. Successful completion of the identified training and experience
2. A minimum time in level
3. A satisfactory performance appraisal

The following list are examples of NET developmental programs utilized as accepted methods used to develop technologist to their working level.

1. Technical Operations Certification Program (TOCP)
2. Engineering Technologist Competency Program (ENGETCOMP)
3. Competency Program for Technical Operation Coordinators (COMPTOC)
4. Competency Program for Flight Inspection Technologist (COMPFIT)

Testing of Electronics Technologists will be carried out **as** required to confirm that training objectives and competency requirements are being achieved. No record of examination scores will be issued, but this data will be kept for NAV CANADA Training Management use.

Regulatory requirements of the Canadian Aviation Regulations places the ultimate responsibility and accountability of ensuring competency standards on the Employer. To this end, the parties will work together, **as** appropriate, to ensure the regulatory requirements are met for the various competency programs.

## ARTICLE 44

### EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 44.01 When a formal assessment of an employee's performance 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 and understood. Upon written request, a copy of **an** employee's completed assessment form will be provided to the employee.
- 44.02 The Employer agrees not to introduce **as** evidence in a hearing relating to disciplinary action any document from the file of an employee, the content of which the employee **was** not aware at the time of filing or within a reasonable period thereafter. In the case of discharge such evidence will be limited to the grounds stated in the notice of discharge given to the employee.
- 44.03 When **an** unsatisfactory report is placed on **an** employee's file, the employee concerned must be given an opportunity to sign the report in question to indicate that its contents have been read and understood.
- 44.04 Upon written request from an employee, any document relating to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the infraction took place provided that no further occurrence of disciplinary action has been recorded during this subsequent period.
- 44.05 Upon written request **of** an employee, the personnel file of that employee may be made available once per year for his/her examination in the presence of an authorized representative of the Employer.

## ARTICLE 45

### LOSS OF PERSONAL EFFECTS

45.01 ~~NAV~~ **CANADA**, at management discretion, will reimburse an employee who suffers loss of clothing or personal effects related to the performance of their duties.

## ARTICLE 46

### TOOLS AND MANUALS

#### Tools

- 46.01 The Employer agrees to continue its present practice of supplying tools where it considers them necessary.
- 46.02 Such tools remain the property of the Employer.
- 46.03 **An** employee who through neglect or negligence destroys or loses any of the tools issued to him/her by the Employer shall be held responsible for such damage or loss. However, if the employee demonstrates that the loss or damage was not because of neglect or negligence, NAV CANADA will indemnify him or her regarding that loss or damage.

#### Manuals

- 46.04 The Employer agrees to continue the present practice of ensuring that employees have ready access to all manuals considered necessary to their work by the Employer, and manuals of a non-confidential nature relating to their terms and conditions of employment.



## ARTICLE 47

### FACILITY RELATED MAINTENANCE

- 47.01 While at equipment sites, electronics personnel may be required to perform regular plant run-ups, checking of oil or antifreeze levels and other minor inspections. **An** employee may also be required to perform minor maintenance/repair activities on environmental control systems such **as** the replacement or adjustment of modules and components. Employees may also be required to perform facility related maintenance activities. However, such activities should not exceed the scope of minor maintenance or be at a level that clearly overlaps work normally done by another group of employees or a specialized contractor.

## **ARTICLE 48**

### **SENIORITY**

#### **48.01 Calculation of Seniority**

For the purposes of the present collective agreement:

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

#### **48.02 Acquisition of Seniority**

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

#### **48.03 Seniority Date**

Once the probationary period is successfully completed, the employee’s seniority shall be retroactive to his or her date of hire.

#### **48.04 Seniority Lists**

NAV CANADA shall provide the Local an updated seniority list of employees in the bargaining unit twice a year.

In the event that seniority in a given situation is to be applied and two (2) or more employees have identical seniority, the order of seniority shall be determined by a random draw or any like means to be determined by the shop steward and the manager at the location concerned.

#### **48.05 Temporary Full Time and Part Time Employees**

Temporary full time and part time employees shall not accumulate seniority. However a temporary employee whose status is modified to that of a regular employee at the end of his or her employment period shall be subject to the

probationary period provided for in the present Article. Upon completion of the probationary period, the seniority shall be retroactive to the last date of hire as a temporary employee. In the case of a temporary part time employee, the seniority shall be pro-rata the total number of regular hours during the period.

48.06 **Probationary Period**

The probationary period for an employee shall be 12 months from the employee's last date of hire. Absences from work for whatever reason exceeding 30 days shall not be counted for the purposes of the probationary period. The termination of a probationary employee for non-disciplinary reasons may be carried out at NAV CANADA's discretion at any time during the probationary period.

Notwithstanding the above, a new employee hired on the basis that he or she will acquire a second official language during employment will be deemed to be on probation until such time as the employee has successfully met the condition. In this case the probationary period may be extended by NAV CANADA by a period equivalent to the accumulated regular work time taken by the employee in language training.

48.07 **Accumulation of Seniority**

**An** employee shall continue to accumulate seniority during any absence due to industrial or non-industrial accident or illness, leaves of absence for union business, paid leaves of absence provided for under the present collective agreement, maternity and parental leave, and unpaid authorized leave of absence. In the latter case, seniority shall only continue to accumulate for a maximum period of twelve (12) consecutive months.

48.08 **Loss of Seniority**

Seniority shall be lost if the employee

- (a) is dismissed for just cause and is not reinstated by agreement of the parties or by virtue of an award by an arbitrator;
- (b) retires;
- (c) voluntarily resigns;
- (d) 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
- (e) is subject to lay-off and accepts in writing any NAV CANADA departure incentive program which may have been offered to the employee by NAV CANADA.

**48.09      Transfer Out of the Bargaining Unit**

The seniority of **an** employee transferred to a position outside the bargaining unit shall continue to accumulate for a period of twelve (12) months or the date of the return of the employee whichever is sooner.

At the end of the twelve (12) month period if the employee has not returned to the bargaining unit, seniority accrued up to the date of transfer shall be maintained.

## ARTICLE 49

### STAFFING

#### 49.01 **Order of Staffing**

Staffing of a new or vacant position shall be done by using the following process and in the order provided below:

- (a) NAV CANADA may deploy without restriction employees returning from isolated posts or employees with seven (7) complete years of employment or less.
- (b) If the Local has received a notice from NAV CANADA provided for in Article 50.02 (a), Article 49.02 Priority Placements shall apply in the region concerned until the procedures resulting from the notice have been completed.
- (c) NAV CANADA may use deployment in assigning an employee at the same level to a position as long as the employee being transferred is qualified by having sufficient relevant training and experience to be able to meet the requirements of the vacant position with training time not exceeding 25% of the training time normally required by an employee with no pertinent training for the position. If the deployment requires re-location, the employee may refuse the deployment.
- (d) Priority Placements under Article 49.02.
- (e) Staffing of EL-4 and EL-5 positions by Lateral Transfers under Article 49.03.
- (f) Staffing of EL-5, EL-6, EL-7 and EL-8 positions by the selection process under Article 49.04.

#### 49.02 **Priority Placements**

In the event of a vacant position NAV CANADA shall seek to fill the position with an employee eligible for priority placement.

NAV CANADA shall review each category in the order set out below and determine if at the location where the position vacancy occurs there is an eligible employee. If no eligible employee is identified, NAV CANADA shall apply the process on a regional basis. If the vacant position is an EL4 position or above, **and** no eligible employee has been identified at the location or in the region, NAV CANADA shall apply subparagraphs (a), (b) and (c) of the process on an inter-regional or national basis.

The order of categories are as follows:

- (a) employees returning from leaves of absence for Local business;
- (b) employees who have received notices of lay-off (surplus)
- (c) employees returning from leaves of absence of twelve (12) months or more.

Only employees at the same or higher level than the vacant position who meet the basic requirements of the position shall be considered under the present paragraph.

**49.03 Staffing of EL-4 and EL-5 Positions by Lateral Transfers**

- (a) In staffing the position, NAV CANADA shall proceed by an intra regional lateral transfer in accordance with the following:
  - (i) each region shall establish a lateral transfer request inventory indicating the employee's name, present location and the location which he or she is interested in;
  - (ii) the inventory shall be updated on a semi annual basis;
  - (iii) the employee shall only be considered for a period of twelve (12) months;
  - (iv) the eligible employee must occupy a position at the same level as that of the vacant position;
  - (v) the eligible employee must be qualified by having sufficient relevant training and experience to be able to meet the requirements of the vacant position with training time not exceeding 50% of the training time normally required by an employee with no pertinent training for the position;
  - (vi) of the employees listed who meet the present conditions, the senior employee shall be assigned.
- (b) Notwithstanding sub paragraph (a) above, NAV CANADA shall not be obliged to effect a lateral transfer of an EL4 or an EL5 from an area control centre if the transfer creates a position vacancy where there is no eligible employee qualified by having sufficient relevant training and experience to be able to meet the requirements of the vacant position with training time not exceeding 50% of the training time normally required by an employee with no pertinent training for the position.

- (c) NAV CANADA shall advise the employees in the region and the Local of the training, including the relevant Position Technical Qualification Requirements (PTQR's) required for the vacant position.

**49.04 Staffing of EL-5, 6, 7, and 8 Positions by the Selection Process**

In staffing the position, NAV CANADA shall proceed by the following staffing process:

(a) **Posting Period**

The vacant position shall be posted for a minimum period of fourteen (14) days by way of the appropriate posting methods available including the posting of a hard copy;

(b) **Information**

The position posted shall include the following information:

- (i) position title, classification and specific geographic location(s);
- (ii) basic qualifications required, including security clearances and language requirements;
- (iii) area of selection;
- (iv) summary of duties of the position;
- (v) particular working conditions such as shift work, need to travel;
- (vi) closing date of competition;
- (vii) name and address of person to whom the application is to be directed;
- (viii) the availability of a statement of qualifications for the position upon request.

(c) **Eligible Employees**

In order to be considered a candidate for a vacant position posted, the applicant must:

- (i) be employed in the area of selection indicated in the posting;

(ii) occupy a position at the same or lower level.

(d) **Application from Outside the Bargaining Unit**

For the purposes of the present Article, a candidate may include a qualified employee at the equivalent or lower salary level from another occupational group in another bargaining unit. For the purposes of paragraph 49.04 the employee shall be deemed to be the least senior.

(e) **Transmission of Application**

The application must be transmitted by midnight on the closing date.

(f) **Area of Selection**

The minimum area of selection concerned shall be defined as:

EL-5 and EL-6: Regional and NCTI

EL-7 and EL-8: Inter-Regional or National

Head Office and NCTI: National

(g) **Eligibility List**

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

(h) **Statement of Qualifications**

NAV CANADA shall determine the position requirements in the Statement of Qualifications using reasonable selection standards, security requirements, linguistic requirements and any bona fide occupational requirements.

(i) **Employee Qualifications**

**An** employee is deemed qualified if the employee meets the position requirements established under sub paragraph (h).

(j) **Basic Requirements**



Employees who do not meet the basic requirements for the vacancy as outlined on the Statement of Qualifications will be screened out and will be so advised.

(k) **Assessment Methods**

The remaining candidates shall be assessed by a variety of means such as testing, interviewing, review of training and experience, and or other reasonable methods. Interviews may be conducted in person, via teleconferencing or other suitable methods.

(l) **Employee Selection**

In the selection process, the most qualified candidate who best meets the position requirements shall be selected. When two or more qualified candidates are relatively equal, the most senior will be selected.

**49.05 Travel and Relocation Expenses**

Employees assigned to positions requiring relocation under the present staffing process shall be eligible for authorized travel and relocation expenses in accordance with the NAV CANADA Joint Council Travel Guideline and Relocation Guideline.

**49.06 Positions Not Subject to Staffing Procedures**

- (a) NAV CANADA may assign employees to fill temporary vacancies normally less than twelve (12) months duration. Vacancies caused by temporary assignments, vacations, absences due to accidents or illness anticipated to be of a duration of less than twelve (12) months, or leaves of absence for less than twelve (12) months shall be deemed temporary.
- (b) **An** employee temporarily assigned shall be returned to his or her original position at the end of the temporary assignment.
- (c) If, in the case of a temporary assignment to a position vacancy caused by the absence of an employee due to accident or illness, it becomes evident during the first twelve (12) months of the assignment that it will not end in the foreseeable future, the position will be staffed using the normal staffing procedures provided for in the present Article.

**49.07 Familiarization Period**

Upon assignment under paragraph **49.04**, the employee shall be granted a familiarization period of a maximum of forty five (**45**) days during which period

the employee may return or be returned by NAV CANADA to his or her former position subject to the following:

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

**49.08 Leave of Absence for Less than Twelve (12) Months**

An employee on a leave of absence of less than twelve (12) months for whatever reason shall, upon his or her return to work, be assigned to his or her former position.

If an employee has been absent for two (2) or more consecutive leaves and is returning to work, the present paragraph shall apply only if the total accumulation of periods of leave of absence is less than twelve (12) months.

**49.09 Medical Leave of Absence for Twelve (12) Months or More**

An employee who returns to work following a leave of absence due to accident or illness of twelve (12) months or more shall be reassigned to his or her former position if available. If the position is not available, NAV CANADA recognizes the duty to accommodate including the application of Article 49.02 Priority Placements.

**49.10 Return Notice from Leave of Absence**

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

**49.11 Level Changes**

- (a) In the event that a position at a given location is modified to the extent that an increase in level is required, the employee presently filling the position shall be assigned to the higher level.
- (b) In the event that the level change results in a lower level, the employee presently filling the position may request to remain in the position at the

lower level or be subject to the provision of Article **50**, Employment Security.

- (c) Any adjustment in salary rates shall be determined under Article **21** of the present Collective Agreement.

**49.12 Mobility**

Subject to Article **42**, an employee during the first seven (7) complete years of employment shall be required to be mobile for locations throughout Canada for the purposes of position assignments and staffing.

**49.13 Temporary Employee**

A temporary employee is an employee hired for special projects or temporary needs and for a specified term. Temporary employees hired for a term exceeding four (**4**) consecutive months shall be governed by the provisions of Appendix "A". For the purpose of this paragraph, successive terms within one (**1**) year of each other shall be considered as a single term. The Company shall provide the Local with the names, locations and term of temporary employees.

**49.14 Regular Employee**

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

- 49.15** A location, for the purpose of Article **49**, Staffing and Article **50**, Employment Security, is identified by the premises where the employee's workplace as defined in Article **33** is located.

- 49.16** NAV CANADA shall not reduce the minimum standard contained in the NAV CANADA Selection Standards in the hiring process for the EL occupational group.

## ARTICLE 50

### EMPLOYMENT SECURITY

#### 50.01 **Early Identification of Surplus Situations**

The following provisions shall apply for the early identification of a potential displacement situation:

- (a) potential job displacement situations include lack of work, facility closure, economic downsizing, technological change, organizational change, contracting out, or any other action that may result in a job displacement situation; and
- (b) where NAV CANADA identifies potential job displacement situations it shall notify in writing the Local at the national level at the earliest possible opportunity.

#### 50.02 **Meaningful Local/NAV CANADA Consultation**

Meaningful Local/NAV CANADA consultation shall begin following notice to the Local of potential job displacement.

Seniority shall be the primary principle in layoff situations.

Any employee with fifteen (15) or more years of seniority shall not be required to accept an assignment that would require the employee to relocate.

The least senior employee(s) where the surplus situation occurs will be identified.

In order to minimize adverse consequences of job displacement, and resolve surplus situations without layoff, meaningful Local/NAV CANADA/employee(s) consultation should take place through the possible development of a human resource transition plan. Areas of consideration at a local, regional and, in certain cases an inter regional and national basis, shall include but are not limited to the following:

- (1) elimination of casuals and term or temporary employees;
- (2) voluntary methods, including job exchange, transfers to available positions at equivalent levels, and re-training;
- (3) seeking voluntary separation through NAV CANADA's Departure Incentive Program;

- (4) displacement (bumping)

50.03 **Layoff**

- (a) An employee with less than fifteen (15) years of seniority who declines reassignment shall be laid off and his/her employment will be terminated.
- (b) an employee with fifteen (15) or more years of seniority who refuses reassignment shall be entitled to the NAV CANADA Departure Incentive Program.
- (c) the employee shall receive a formal notice of surplus status at least three (3) months prior to layoff date (surplus period), copied to the Local;
- (d) 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 shall receive NAV CANADA Departure Incentive Program.

NAV CANADA reserves the right to offer a departure incentive program during the surplus period.

An employee who accepts the NAV CANADA Departure Incentive Program and ceases to be an employee of NAV CANADA prior to the end of his or her surplus period shall receive an indemnity in lieu of the balance of the three (3) months surplus notice period.

- (e) An employee who accepts the NAV CANADA departure incentive payment ceases to be an employee of NAV CANADA.

50.04 **Displacement (bumping)**

An employee who is facing surplus or lay-off status may displace the least senior employee in the same region under the following conditions:

- (a) the region of employment for a employee at Head Office including the Training Institute shall be deemed the employee's last region of employment. Alternatively, if the employee was not transferred from a region, displacement shall take place in the Eastern Region subject to linguistic consideration.
- (b) the employee must meet the language requirements of the displaced employee's position;

- (c) the employee shall receive any additional training required for the replacement position;
- (d) once the employee has assumed the functions of the displaced employee he/she shall remain eligible to reinstatement at his or her previous level under Priority, Art.49 Staffing.
- (e) if the training is successful, the employee shall be assigned to the replacement position and the provisions of Article 21.10 of the Collective Agreement shall apply;
- (f) if the training is unsuccessful, the employee shall be considered as a surplus employee. If reassignment as a surplus employee is not possible, the provision of the present Article providing for the NAV CANADA Departure Incentive Program and lay-off shall apply. In this case the training period is deemed to be included in the surplus period. However, if the training period extends beyond the surplus period, the notice of surplus is deemed to have been extended;
- (g) the least senior employee displaced under the present paragraph shall be deemed a surplus employee and shall become eligible for reassignment if possible, otherwise the provision of the present Article providing for the NAV CANADA Departure Incentive Program and lay-off shall apply;
- (h) the employee may only displace once in any displacement situation and such displacement shall not provoke any other displacements.

**50.05 Position Exchange Provision**

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

**50.06 Travel and Relocation Expenses**

Employees assigned to positions under the present Article who require relocation, shall be eligible for authorized travel and relocation expenses in accordance with the NCJC Travel and Relocation Guidelines.

**50.07 Application of Collective Agreement to Laid Off Employee**

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

**50.08 Contracting Out**

NAV CANADA agrees to inform the Local at the national level of any change in its maintenance and engineering practices directly affecting the security of employment of members of the bargaining unit and involving the use of contractors. If job displacements are involved, the procedures under the present Article shall apply.

However, before granting a contract, and at the written request of the Local or affected employees within 30 days of notice from NAV CANADA to the Local under Article 50.01(b), NAV CANADA shall, in conjunction with the consultation process under Article 50.02 consider any proposal the Local or the employees may submit as an alternative to the granting of a contract.

If NAV CANADA does not accept the proposed alternative it shall so advise the Local and the employees involved.

If NAV CANADA proceeds with a public Request for Proposal and the affected employees wish to submit a bid for the work involved, NAV CANADA shall, at its reasonable expense, provide these employees with third party professional assistance for the purpose of preparing and submitting a bid for the work.

- (a) The Departure Incentive Program to which an employee may be eligible under the present Article shall not be affected by his or her participation in a successful bid for the work involved.
- (b) Affected employees not participating in the bidding process for the work involved retain their rights under the present Article.

In the event NAV CANADA grants a contract and thereby creates a surplus situation, the employees affected shall be subject to the procedures provided for employees in the present Article as well as Priority Placement under Article 49.02. Notwithstanding any restriction under the present Article or Article 49.02 Priority Placements, in assigning employees to available positions, the employees, regardless of level or location, shall be offered any available positions at the same or lower level either locally, regionally or nationally and the provisions of Article 21.10 of the Collective Agreement shall apply (Salary Protection). Authorized relocation expenses shall be borne by NAV CANADA under its policies referred to in Article 50.06 (Travel and Relocation Expenses).

If no positions are available or if the employee decides not to exercise his or her rights to displace under Article 50.04 or otherwise refuses an available position, he or she shall nonetheless remain eligible for the NAV CANADA Departure Incentive Program. If the employee refuses the Program, he or she shall be laid off.

**50.09 NAV CANADA Departure Incentive Program**

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

<b>Service Criteria</b>	<b>DIP Compensation</b>
Up to and including one (1) full year of service	8 weeks pay
2 years of service	10 weeks pay
3 years of service	12 weeks pay
4 years of service	14 weeks pay
5 years of service	16 weeks pay
6 years of service	18 weeks pay
7 years of service	20 weeks pay
8 years of service	22 weeks pay
9 years of service	24 weeks pay
10 years of service	26 weeks pay
11 years of service	28 weeks pay
12 years of service	30 weeks pay
13 years of service	32 weeks pay
14 years of service	34 weeks pay
15 years of service	36 weeks pay
16 years of service	38 weeks pay
17 years of service	40 weeks pay
18 years of service	42 weeks pay
19 years of service	44 weeks pay
20 years of service	46 weeks pay
21 years of service	48 weeks pay
22 years of service	50 weeks pay
23 years of service	52 weeks pay
24 years of service	54 weeks pay
25 years of service	56 weeks pay
26 years of service	58 weeks pay
27 years of service	60 weeks pay



<b>Service Criteria</b>	<b>DIP C</b>
28 years of service	62 weeks pay
29 years of service	64 weeks pay
30 years of service	66 weeks pay
31 years of service or more	68 weeks pay

Payments will be prorated for periods of less than a full year.

Further, the above amounts are inclusive of any severance pay that may be paid by NAV CANADA pursuant to Article 22 of the collective agreement.

**(b) Other Benefits**

- (i) Employees who are entitled to an immediate pension benefit and who choose to receive the pension at time of resignation will also be eligible for
  - (A) basic life insurance coverage at regular employee rates, i.e., twice annual salary at a cost of \$0.05 per \$250 of coverage per month reducing between ages 61 and 70 to a minimum of \$5,000.
  - (B) participation in the NAV CANADA Health Care Plan at normal pensioner rates.
  - (C) continued coverage in the NAV CANADA Dental Care Plan for a period of three months after date of retirement at no cost to the employee.
- (ii) Employees who are not eligible for an immediate pension benefit will be eligible for the following:
  - (A) conversion of Basic Life insurance to coverage at “commercial” rates without the need for a medical provided application is made within 30 days of resignation.
  - (B) continued coverage under the NAV CANADA Health Care and Dental Care plans for a period of three months after termination at normal employee rates.
  - (C) up to \$7,000 for financial planning, tax advice, re-education and other transition assistance.

## ARTICLE 51

### PART-TIME EMPLOYEES

#### 51.01 **Definition**

Part-time employee means an employee whose normal scheduled hours of work on average are less than thirty-seven and one-half (37 1/2) hours per week.

#### 51.02 **General**

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

Part-time employees shall be paid at the hourly rate of pay for all work performed up to seven and one-half (7 1/2) hours in a day or thirty-seven and one-half (37 1/2) hours in a week.

The days of rest provisions of this Collective Agreement apply only in a week when a part-time employee has worked five (5) days and a **minimum** of thirty-seven and one-half (37 1/2) hours in a week at the hourly rate of pay.

Part-time employees shall be paid for the general holidays when, during the thirty (30) days immediately preceding the general holiday, the employee is paid wages for at least fifteen (15) days. The holiday pay shall be equal to the average of the daily wages for the days worked during the 30 days preceding the general holiday .

When a part time employee is required to work on a day which is prescribed as a general holiday in clause 26.01 of the agreement, the employee will be paid in accordance with Article 26.

**ARTICLE 52**

**AGREEMENT RE-OPENER CLAUSE**

52.01 This Agreement may be amended by mutual consent.

## **ARTICLE 53**

### **DURATION AND RENEWAL**

**53.01** Unless otherwise expressly stipulated, this Agreement shall become effective on the date it is signed and shall remain in effect until August 31, 2005.

## APPENDIX "A"

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

<u>Article #</u>	<u>Description</u>
1	Purpose of Agreement
2	Interpretation and Definitions
3	Application
4	Official Texts
5	Future Legislation and the Collective Agreement
6	Managerial Rights
7	Previous Rights
8	Recognition
10	Appointment of Stewards
11	Access to Premises
12	Check-Off
13	Information
14	Use of Employer Facilities
15	Leave with or without Pay for Local Business
16	Pensions (as per the text of the benefit plan)
17	Vacation Leave
19	Income Security in the event of Illness or Disability
20	National Joint Council Agreements (Dental, DI, health, group life, all applicable after 6 months of continuous service)
21	Pay Administration
23	Hours of Work
24	Days of Rest
25	Overtime
26	General Holidays
27	Travel
28	Call-Back
29	Standby
30	Shift and Weekend Premiums
31	Flying Pay
32	Working Conditions
33	Assigned Work Place
34	Temporary Assignment
35	Grievance and Arbitration Procedure
36	Joint Consultation
37	Employee-Owned Motor Vehicle
38	Training
39	Technological Change
40	Safety and Security

41	Vehicle/Liability
42	Posting
44	Employee Performance Review and Employee Files
45	Loss of Personal Effects
46	Tools and Manuals
47	Facility Related Maintenance
48	Seniority
49	Staffing
52	Agreement Re-Opener Clause
53	Duration and Renewal
LOU 1-04	Shipping/Private Automobile
LOU 2-04	Home Owners Assistance Program/Home Equity Protection
LOU 3-04	Punch Clocks
LOU 4-04	NCTI Special Dispute Resolution Mechanism
LOU 5-04	New Employees / Shop Steward
LOU 6-04	Variable Work Week
LOU 7-04	Technical Certification Premium (TCP)
LOU 8-04	Grandfathering of Service for Designated Employees
LOU 9-04	NCTI Graduation Meals
LOU 10-04	Arctic Work Week
MOU #1	Days of Rest and Posting of Shift Schedules
MOU #2	Compensation For TOC Paid Meal Break
MOU #3	Overnight Hotel Accommodations - Toronto
MOU #4	IBEW/NAV CANADA Joint Technical Committee
MOU #5	Modularization of Electronic Equipment Training Courses

**APPENDIX "B"**  
**ANNUAL RATES OF PAY**

**A - September 1, 2000**

**B - September 1, 2001**

**C - September 1, 2002**

**D - September 1, 2003**

**E - September 1, 2004**

EL-1

A	24,154	25,393	26,635	27,878	29,124	30,372	31,621	32,863	34,106	35,349	36,590
B	24,758	26,028	27,301	28,575	29,853	31,132	32,412	33,685	34,959	36,233	37,505
C	25,377	26,679	27,984	29,290	30,600	31,911	33,223	34,528	35,833	37,139	38,443
D	26,075	27,413	28,754	30,096	31,442	32,789	34,137	35,478	36,819	38,161	39,501
E	26,858	28,236	29,617	30,999	32,386	33,773	35,162	36,543	37,924	39,306	40,687

EL-2

A	32,443	33,834	35,231	36,636	38,039	41,075	44,110
B	33,255	34,680	36,112	37,552	38,990	42,102	45,213
C	34,087	35,547	37,015	38,491	39,965	43,155	46,344
D	35,025	36,525	38,033	39,550	41,065	44,342	47,619
E	36,076	37,621	39,174	40,737	42,297	45,673	49,048

EL-3

A	36,027	37,576	39,138	40,694	42,249	45,615	48,981
B	36,928	38,516	40,117	41,712	43,306	46,756	50,206
C	37,852	39,479	41,120	42,755	44,389	47,925	51,462
D	38,893	40,565	42,251	43,931	45,610	49,243	52,878
E	40,060	41,782	43,519	45,249	46,979	50,721	54,465

EL-4

A	40,138	41,873	43,619	45,364	47,103	48,849	50,596
B	41,142	42,920	44,710	46,499	48,281	50,071	51,861
C	42,171	43,993	45,828	47,662	49,489	51,323	53,158
D	43,331	45,203	47,089	48,973	50,850	52,735	54,620
E	44,631	46,560	48,502	50,443	52,376	54,318	56,259

EL-5

A	44,469	46,407	48,362	50,298	52,239	54,177	56,115
B	45,581	47,568	49,572	51,556	53,545	55,532	57,518
C	46,721	48,758	50,812	52,845	54,884	56,921	58,956
D	48,006	50,099	52,210	54,299	56,394	58,487	60,578
E	49,447	51,602	53,777	55,928	58,086	60,242	62,396

EL-6

A	49,056	51,207	53,358	55,512	57,661	59,816	61,970
B	50,283	52,488	54,692	56,900	59,103	61,312	63,520
C	51,541	53,801	56,060	58,323	60,581	62,845	65,108
D	52,959	55,281	57,602	59,927	62,247	64,574	66,899
E	54,548	56,940	59,331	61,725	64,115	66,512	68,906

EL-7

A	53,825	56,194	58,563	60,815	63,065	65,317	67,570
B	55,171	57,599	60,028	62,336	64,642	66,950	69,260
C	56,551	59,039	61,529	63,895	66,259	68,624	70,992
D	58,107	60,663	63,222	65,653	68,082	70,512	72,945
E	59,851	62,483	65,119	67,623	70,125	72,628	75,134

EL-8

A	58,591	61,035	63,347	65,652	67,957	70,263	72,569
B	60,056	62,561	64,931	67,294	69,656	72,020	74,384
C	61,558	64,126	66,555	68,977	71,398	73,821	76,244
D	63,251	65,890	68,386	70,874	73,362	75,852	78,341
E	65,149	67,867	70,438	73,001	75,563	78,128	80,692



**APPENDIX "B"**  
**WEEKLY RATES OF PAY**

**A - September 1, 2000**  
**B - September 1, 2001**  
**C - September 1, 2002**  
**D - September 1, 2003**  
**E - September 1, 2004**

<b>EL-1</b>											
<b>A</b>	462.93	486.68	510.48	534.31	558.19	582.11	606.04	629.85	653.67	677.50	701.28
<b>B</b>	474.51	498.85	523.25	547.67	572.16	596.67	621.21	645.60	670.02	694.44	718.82
<b>C</b>	486.37	511.33	536.34	561.37	586.48	611.60	636.75	661.76	686.77	711.80	736.79
<b>D</b>	499.75	525.39	551.10	576.82	602.61	628.43	654.27	679.97	705.67	731.39	757.07
<b>E</b>	514.76	541.17	567.64	594.12	620.71	647.29	673.91	700.38	726.85	753.33	779.80
<b>EL-2</b>											
<b>A</b>	621.80	648.46	675.23	702.16	729.05	787.24	845.41				
<b>B</b>	637.36	664.67	692.12	719.72	747.28	806.92	866.55				
<b>C</b>	653.31	681.29	709.43	737.71	765.97	827.10	888.22				
<b>D</b>	671.29	700.03	728.94	758.01	787.05	849.85	912.66				
<b>E</b>	691.43	721.04	750.80	780.76	810.66	875.36	940.05				
<b>EL-3</b>											
<b>A</b>	690.49	720.18	750.11	779.94	809.74	874.25	938.76				
<b>B</b>	707.76	738.19	768.88	799.45	830.00	896.12	962.24				
<b>C</b>	725.47	756.65	788.10	819.44	850.76	918.53	986.32				
<b>D</b>	745.42	777.46	809.78	841.98	874.16	943.79	1,013.45				
<b>E</b>	767.79	800.79	834.08	867.24	900.39	972.11	1,043.87				
<b>EL-4</b>											
<b>A</b>	769.28	802.53	836.00	869.44	902.77	936.24	969.72				
<b>B</b>	788.52	822.60	856.91	891.20	925.35	959.66	993.96				
<b>C</b>	808.25	843.17	878.33	913.49	948.50	983.65	1,018.82				
<b>D</b>	830.48	866.36	902.50	938.61	974.59	1,010.71	1,046.84				
<b>E</b>	855.39	892.36	929.58	966.79	1,003.83	1,041.05	1,078.25				
<b>EL-5</b>											
<b>A</b>	852.29	889.43	926.90	964.01	1,001.21	1,038.35	1,075.49				
<b>B</b>	873.60	911.68	950.09	988.12	1,026.24	1,064.32	1,102.38				
<b>C</b>	895.45	934.49	973.86	1,012.82	1,051.90	1,090.94	1,129.94				
<b>D</b>	920.08	960.19	1,000.65	1,040.69	1,080.84	1,120.96	1,161.03				
<b>E</b>	947.70	989.00	1,030.68	1,071.91	1,113.27	1,154.59	1,195.88				
<b>EL-6</b>											
<b>A</b>	940.20	981.43	1,022.65	1,063.94	1,105.12	1,146.43	1,187.71				
<b>B</b>	963.72	1,005.98	1,048.22	1,090.54	1,132.76	1,175.10	1,217.42				
<b>C</b>	987.83	1,031.14	1,074.44	1,117.81	1,161.09	1,204.48	1,247.85				
<b>D</b>	1,015.01	1,059.51	1,103.99	1,148.55	1,193.02	1,237.62	1,282.18				
<b>E</b>	1,045.46	1,091.31	1,137.13	1,183.02	1,228.82	1,274.76	1,320.65				

EL-7

A	1,031.60	1,077.01	1,122.41	1,165.57	1,208.70	1,251.86	1,295.04
B	1,057.40	1,103.94	1,150.49	1,194.73	1,238.92	1,283.16	1,327.43
C	1,083.85	1,131.54	1,179.26	1,224.61	1,269.91	1,315.24	1,360.63
D	1,113.67	1,162.66	1,211.71	1,258.30	1,304.85	1,351.43	1,398.06
E	1,147.10	1,197.54	1,248.06	1,296.06	1,344.01	1,391.98	1,440.01

EL-8

A	1,122.95	1,169.79	1,214.10	1,258.28	1,302.46	1,346.65	1,390.85
B	1,151.03	1,199.04	1,244.46	1,289.75	1,335.02	1,380.33	1,425.64
C	1,179.81	1,229.03	1,275.59	1,322.01	1,368.41	1,414.85	1,461.28
D	1,212.26	1,262.84	1,310.68	1,358.36	1,406.05	1,453.77	1,501.48
E	1,248.64	1,300.73	1,350.01	1,399.13	1,448.23	1,497.39	1,546.53

**APPENDIX "B"**  
**DAILY RATES OF PAY**

**A - September 1, 2000**

**B - September 1, 2001**

**C - September 1, 2002**

**D - September 1, 2003**

**E - September 1, 2004**

EL-1

A	92.59	97.34	102.10	106.86	111.64	116.42	121.21	125.97	130.73	135.50	140.26
B	94.90	99.77	104.65	109.53	114.43	119.33	124.24	129.12	134.00	138.89	143.76
C	97.27	102.27	107.27	112.27	117.30	122.32	127.35	132.35	137.35	142.36	147.36
D	99.95	105.08	110.22	115.36	120.52	125.69	130.85	135.99	141.13	146.28	151.41
E	102.95	108.23	113.53	118.82	124.14	129.46	134.78	140.08	145.37	150.67	155.96

EL-2

A	124.36	129.69	135.05	140.43	145.81	157.45	169.08
B	127.47	132.93	138.42	143.94	149.46	161.38	173.31
C	130.66	136.26	141.89	147.54	153.19	165.42	177.64
D	134.26	140.01	145.79	151.60	157.41	169.97	182.53
E	138.29	144.21	150.16	156.15	162.13	175.07	188.01

EL-3

A	138.10	144.04	150.02	155.99	161.95	174.85	187.75
B	141.55	147.64	153.78	159.89	166.00	179.22	192.45
C	145.09	151.33	157.62	163.89	170.15	183.71	197.26
D	149.08	155.49	161.96	168.40	174.83	188.76	202.69
E	153.56	160.16	166.82	173.45	180.08	194.42	208.77

EL-4

A	153.86	160.51	167.20	173.89	180.55	187.25	193.94
B	157.70	164.52	171.38	178.24	185.07	191.93	198.79
C	161.65	168.63	175.67	182.70	189.70	196.73	203.76
D	166.10	173.27	180.50	187.72	194.92	202.14	209.37
E	171.08	178.47	185.92	193.36	200.77	208.21	215.65

EL-5

A	170.46	177.89	185.38	192.80	200.24	207.67	215.10
B	174.72	182.34	190.02	197.62	205.25	212.86	220.48
C	179.09	186.90	194.77	202.56	210.38	218.19	225.99
D	184.02	192.04	200.13	208.14	216.17	224.19	232.21
E	189.54	197.80	206.14	214.38	222.65	230.92	239.18

EL-6

A	188.04	196.29	204.53	212.79	221.02	229.29	237.54
B	192.74	201.20	209.64	218.11	226.55	235.02	243.48
C	197.57	206.23	214.89	223.56	232.22	240.90	249.57
D	203.00	211.90	220.80	229.71	238.60	247.52	256.44
E	209.09	218.26	227.43	236.60	245.76	254.95	264.13

EL-7

A	206.32	215.40	224.48	233.11	241.74	250.37	259.01
B	211.48	220.79	230.10	238.95	247.78	256.63	265.49
C	216.77	226.31	235.85	244.92	253.98	263.05	272.13
D	222.73	232.53	242.34	251.66	260.97	270.29	279.61
E	229.42	239.51	249.61	259.21	268.80	278.40	288.00

EL-8

A	224.59	233.96	242.82	251.66	260.49	269.33	278.17
B	230.21	239.81	248.89	257.95	267.00	276.07	285.13
C	235.96	245.81	255.12	264.40	273.68	282.97	292.26
D	242.45	252.57	262.14	271.67	281.21	290.75	300.30
E	249.73	260.15	270.00	279.83	289.65	299.48	309.31

**APPENDIX "B"**  
**HOURLY RATES OF PAY**

**A - September 1, 2000**  
**B - September 1, 2001**  
**C - September 1, 2002**  
**D - September 1, 2003**  
**E - September 1, 2004**

<b>EL-1</b>											
A	12.34	12.98	13.61	14.25	14.89	15.52	16.16	16.80	17.43	18.07	18.70
B	12.65	13.30	13.95	14.60	15.26	15.91	16.57	17.22	17.87	18.52	19.17
C	12.97	13.64	14.30	14.97	15.64	16.31	16.98	17.65	18.31	18.98	19.65
D	13.33	14.01	14.70	15.38	16.07	16.76	17.45	18.13	18.82	19.50	20.19
E	13.73	14.43	15.14	15.84	16.55	17.26	17.97	18.68	19.38	20.09	20.79
<b>EL-2</b>											
A	16.58	17.29	18.01	18.72	19.44	20.99	22.54				
B	17.00	17.72	18.46	19.19	19.93	21.52	23.11				
C	17.42	18.17	18.92	19.67	20.43	22.06	23.69				
D	17.90	18.67	19.44	20.21	20.99	22.66	24.34				
E	18.44	19.23	20.02	20.82	21.62	23.34	25.07				
<b>EL-3</b>											
A	18.41	19.20	20.00	20.80	21.59	23.31	25.03				
B	18.87	19.69	20.50	21.32	22.13	23.90	25.66				
C	19.35	20.18	21.02	21.85	22.69	24.49	26.30				
D	19.88	20.73	21.59	22.45	23.31	25.17	27.03				
E	20.47	21.35	22.24	23.13	24.01	25.92	27.84				
<b>EL-4</b>											
A	20.51	21.40	22.29	23.19	24.07	24.97	25.86				
B	21.03	21.94	22.85	23.77	24.68	25.59	26.51				
C	21.55	22.48	23.42	24.36	25.29	26.23	27.17				
D	22.15	23.10	24.07	25.03	25.99	26.95	27.92				
E	22.81	23.80	24.79	25.78	26.77	27.76	28.75				
<b>EL-5</b>											
A	22.73	23.72	24.72	25.71	26.70	27.69	28.68				
B	23.30	24.31	25.34	26.35	27.37	28.38	29.40				
C	23.88	24.92	25.97	27.01	28.05	29.09	30.13				
D	24.54	25.61	26.68	27.75	28.82	29.89	30.96				
E	25.27	26.37	27.48	28.58	29.69	30.79	31.89				
<b>EL-6</b>											
A	25.07	26.17	27.27	28.37	29.47	30.57	31.67				
B	25.70	26.83	27.95	29.08	30.21	31.34	32.46				
C	26.34	27.50	28.65	29.81	30.96	32.12	33.28				
D	27.07	28.25	29.44	30.63	31.81	33.00	34.19				
E	27.88	29.10	30.32	31.55	32.77	33.99	35.22				

EL-7

A	27.51	28.72	29.93	31.08	32.23	33.38	34.53
B	28.20	29.44	30.68	31.86	33.04	34.22	35.40
C	28.90	30.17	31.45	32.66	33.86	35.07	36.28
D	29.70	31.00	32.31	33.55	34.80	36.04	37.28
E	30.59	31.93	33.28	34.56	35.84	37.12	38.40

EL-8

A	29.95	31.19	32.38	33.55	34.73	35.91	37.09
a	30.69	31.97	33.19	34.39	35.60	36.81	38.02
C	31.46	32.77	34.02	35.25	36.49	37.73	38.97
D	32.33	33.68	34.95	36.22	37.49	38.77	40.04
E	33.30	34.69	36.00	37.31	38.62	39.93	41.24

**NOTES to Appendix B**

1. The weekly, daily and hourly rates of pay shown in Appendix “B” have been determined from the annual rates also shown in Appendix “B”, and have been or are subject to rounding to the nearest cent.
  
2.
  - (a) Except as provided in clause 21.03 (c) and subject to clause 21.07, an employee, effective September 1, 2000, shall be paid in the new scale of rates at the rate which bears the same relationship to the new minimum rates as his former rate bore to the former minimum rate.
  
  - (b) Except as provided in clause 21.03 (c) and subject to clause 21.07, an employee, effective September 1, 2001, shall be paid in the new scale of rates at the rate which bears the same relationship to the new minimum rates as his former rate bore to the former minimum rate.
  
  - (c) Except as provided in clause 21.03 (c) and subject to clause 21.07, an employee effective September 1, 2002, shall be paid in the new scale of rates at the rate which bears the same relationship to the new minimum rate as his former rate bore to the former minimum rate.
  
  - (d) Except as provided in clause 21.03 (c) and subject to clause 21.07, an employee effective September 1, 2003, shall be paid in the new scale of rates at the rate which bears the same relationship to the new minimum rate as his former rate bore to the former minimum rate.
  
  - (e) Except as provided in clause 21.03 (c) and subject to clause 21.07, an employee effective September 1, 2004, shall be paid in the new scale of rates at the rate which bears the same relationship to the new minimum rate as his former rate bore to the former minimum rate.
  
3. Pay increment Periods

**Full-Time Employees**

**Part-Time Employees**

½ time	1/3 time
or more	or more
but less	but less
<u>than full-time</u>	<u>than half time</u>

**Level**

All Levels - 52 weeks

104 weeks

156 weeks

4. Where the rates of pay set forth in Appendix "B" have an effective date prior to the date of signing of this Agreement the following shall apply:

- (a) "retroactive period" for the purpose of clauses (b) to (e) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the Agreement is signed;
- (b) a retroactive upward revision in rates of pay shall apply to employees, former employees who have retired from the Employer, or in the case of death, the estates of former employees who were employees in the bargaining unit during the retroactive period. The retroactive upward revision shall not apply to former employees who have resigned or whose employment was validly terminated;
- (c) rates of pay shall be paid in an amount equal to what would have been paid had the Agreement been signed on the effective date of the revision in rates of pay;
- (d) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with Note 4(b), the Employer shall notify, by registered mail, such individuals at their last known address that they have 30 days from the date of receipt of the registered letter to request in writing such payment after which time any obligation upon the Employer to provide payment ceases;
- (e) no payment or no notification shall be made pursuant to Note 4 for one dollar or less.

5. The amount shown here under represents 4 hours' pay of the EL-4 maximum hourly rate rounded to the nearest five cents (5 cents).

September 1, 2000 - \$103.45  
September 1, 2001 - \$106.05  
September 1, 2002 - \$108.70  
September 1, 2003 - \$111.70  
September 1, 2004 - \$115.00

6. The amount shown hereunder represents 3 hours' pay of the EL-5 maximum hourly rate rounded to the nearest five (5) cents.

September 1, 2000 - \$86.05  
September 1, 2001 - \$88.20  
September 1, 2002 - \$90.40  
September 1, 2003 - \$92.90  
September 1, 2004 - \$95.70



7. The amount shown hereunder represents 3 hours' pay of the EL-5 maximum hourly rate plus five dollars (\$5.00) rounded to the nearest five cents (5) cents.

September 1, 2000 - \$91.05  
September 1, 2001 - \$93.20  
September 1, 2002 - \$95.40  
September 1, 2003 - \$97.90  
September 1, 2004 - \$100.70

8. The amount shown hereunder represents 3 hours' pay of the EL-5 maximum hourly rate plus ten dollars (\$10.00) rounded to the nearest five (5) cents.

September 1, 2000 - \$96.05  
September 1, 2001 - \$98.20  
September 1, 2002 - \$100.40  
September 1, 2003 - \$102.90  
September 1, 2004 - \$105.70

9. The amount shown hereunder represents 11.25 times the EL-4 maximum hourly rate rounded to the nearest ten (10) cents.

September 1, 2000 - \$290.90  
½ day - \$145.45  
September 1, 2001 - \$298.20  
½ day - \$149.10  
September 1, 2002 - \$305.70  
½ day - \$152.85  
September 1, 2003 - \$314.10  
½ day - \$157.05  
September 1, 2004 - \$323.40  
½ day - \$161.70

## **APPENDIX “C”**

### **LIST OF ARBITRATORS**

#### **ATLANTIC**

CHRISTIE, Innis

KUTTNER, Thomas S.

THISTLE, W. Wayne

#### **ONTARIO**

BRAULT, Serge

BROWN, Richard M.

SWAN, Kenneth P.

#### **PACIFIC**

CHERTKOW, Mervin I.

HOPE, Allan

#### **QUEBEC**

FOISY, Claude H.

GRAVEL, Marc

ROUSSEAU, Andre

#### **WESTERN**

JOLIFFE, Thomas A. B.

JONES, David Phillip, Q.C.

NORMAN, Kenneth E.

#### **EXPEDITED**

KELLER, M. Brian

**LOU 1-04**

**SHIPPING/PRIVATE AUTOMOBILE**

This will confirm the understanding reached during negotiations regarding the shipment of the private automobile of an employee who is transferred and who elects to use alternate means of transportation. The employee will be allowed to include in his/her household effects one private car.

This Letter of Understanding will expire on August 31, 2005.

**LOU 2-04**

**HOME OWNERS ASSISTANCE PROGRAM/  
HOME EQUITY PROTECTION**

This letter will confirm our understanding reached during current negotiations that the following programs will remain in effect with their existing terms and conditions during the term of this collective agreement.

1. Home Owners Assistance Program (Old GHSP)
2. Home Equity Protection

This Letter of Understanding will expire on August 31, 2005.

**LOU 3-04**

**PUNCH CLOCKS**

This letter will confirm an understanding reached with the International Brotherhood of Electrical Workers during the recently concluded negotiations. It was agreed that members of the Electronics Bargaining Unit would not be required to register attendance by means of a punch clock.

This Letter of Understanding will expire on August 31, 2005.

## LOU 4-04

### NCTI SPECIAL DISPUTE RESOLUTION MECHANISM

The purpose of this Letter of Understanding is to provide for a special mechanism for the resolution of the NCTI instructional staff issues listed below:

- Preparation Time Allocation
- Development Time Allocation
- Course Design Time Allocation
- Revision Time Allocation
- Instructor Contact Time with Students
- Electronics System Instructors Orientation

it ~~is~~ agreed that the above issues will be resolved in an expeditious manner by using the following procedure. The process will begin when an employee has an unresolved dispute involving any of the items described above.

#### **Step 1 - Formal Complaint Stage**

The employee will file a formal complaint in writing outlining the specific problem to the Authorized Management representative. A copy of this complaint will be provided to the Bargaining Agent representative. The Authorized Management representative will render a decision within five (5) days. The five (5) day time period may be extended upon mutual agreement between the Authorized Management representative and the Bargaining Agent representative.

#### **Step 2 - Mediation Stage**

If the employee is not satisfied with the decision reached in Step 1, he or she may request that a mediation shall be undertaken. The mediation will begin on a mutually agreed upon date as determined by the Director of NCTI and the Bargaining Agent representative. The Director of NCTI will appoint a mediator after consulting the Bargaining Agent. The mediator will undertake to assist the Director of NCTI and the Bargaining Agent representative to jointly render a decision within a two (2) day period.

This Letter of Understanding will expire on August 31, 2005.

**LOU 5-04**

**NEW EMPLOYEES / SHOP STEWARD**

It is agreed that when there is **an** orientation program for new employees an opportunity will be provided for a union representative to meet such new employees during the orientation program. The scheduling and duration of such a meeting shall be **as** determined by the Employer.

This Letter of Understanding will expire on August 31, 2005.

## **LOU 6-04**

### **VARIABLE WORK WEEK**

This will confirm the understanding reached between the parties during negotiations of the collective agreement regarding the matter under reference.

Notwithstanding the provisions of Articles 23 and 25, employees, with the approval of the Employer, may complete their weekly hours of employment in a period other than five (5) full days provided that over a period, to be determined by the Employer, employees work an average of thirty-seven and one-half (37 1/2) hours per week.

Notwithstanding anything to the contrary contained in the Electronics Group collective agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this agreement.

Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the employee(s) affected. Where individual employees' duties or shifts are interdependent, then the majority of the affected must agree to the arrangement and it shall apply to all of these employees.

Annex "A" attached outlines the administrative procedures for variable work week arrangements.

This Letter of Understanding will expire on August 31, 2005.



**ANNEX "A"**  
**MEMORANDUM OF AGREEMENT BETWEEN NAV CANADA AND LOCAL 2228**  
**OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS FOR**  
**EMPLOYEES IN THE ELECTRONICS GROUP**

The Employer and Local 2228 of the International Brotherhood of Electrical Workers (IBEW) agree that notwithstanding the provisions of the Electronics Group Collective Agreement, the following conditions shall apply to employees on variable hours of work schedules pursuant to Letter of Understanding 6-04.

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

**1. General Terms**

The scheduled hours of work on any day, as set forth in the variable work week arrangement, may exceed seven and one-half (7 1/2) hours per day; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as defined by departmental policy and guidelines, and the daily hours of work shall be consecutive.

Such a work schedule shall provide that an employee's normal work week shall average thirty-seven and one-half (37 1/2) hours per week over the life of the cycle or variable work week arrangement.

**2. Conversion of Days to Hours**

The provisions of the Collective Agreement which specify days shall be converted to hours. Where the Collective Agreement refers to a "day", it shall be converted to seven and one-half (7 1/2) hours.

When an employee ceases to be subject to this Memorandum of Agreement, his/her credits will be converted to days by dividing the number of hours by seven and one-half (7 1/2) hours per day.

**3. Adjustments**

Any required adjustment between 7 1/2 hours per day and the employee's actual scheduled hours may take the form of make up time or deduction from accumulated compensatory leave or vacation leave, to be determined in advance of the implementation of the variable work week arrangement.

4. **General Paid Holiday**

- (a) A general paid holiday or a lieu day is equivalent to 7 1/2 hours.
- (b) When a general paid holiday falls on an employee's scheduled day off which results from the application of the variable work week, the holiday shall be moved to a later date following consultation with the employee. If mutual agreement can not be reached, management will determine the day to which the holiday is moved.
- (c) When an employee to whom clause 26.04(d) applies works on a general holiday or the day to which the holiday is moved, the employee shall be paid at the straight-time hourly rate for all regularly scheduled hours worked under the variable work week arrangement. Hours worked in excess of these scheduled hours will be compensated in accordance with Article 25. This principle shall also apply to non-operating employees.

5. **Sick Leave**

Employees shall **earn** sick leave credits at the rate prescribed in Article 19 of the Collective Agreement but shall be converted to hours by multiplying the number of days by seven and one-half (7 1/2) hours. Leave will be granted on an hourly basis with the hours debited for each day of sick leave being the same **as** the hours the employee would have been scheduled to work on that day.

6. **Vacation Leave**

Employees shall earn vacation leave credits at the rates prescribed for their years of service, **as** set forth in Article 17 of the Collective Agreement, but shall be converted to hours on the basis of (1) one day equals seven and one-half (7 1/2) hours. Leave will be granted on an hourly basis with the hours debited for each day of vacation leave being the same as the hours the employee would have been scheduled to work on that day.

7. **Other Types of Leave**

The days available where specified in the Collective Agreement shall be converted to hours by multiplying the number of days by seven and one-half (7 1/2) hours. Leave will be granted on an hourly basis with the hours debited for each day of leave being the same as the hours the employee would have been scheduled to work on that day.

8. **Overtime**

All employees will be paid at their straight-time hourly rate for all work performed during their regularly scheduled hours of work under the variable work week arrangement. Hours worked in excess of these scheduled hours will be compensated in

accordance with Article 25. Compensation for all work performed on a day of rest will be paid in accordance with Article 24. Work performed on an "earned day off" (EDO) resulting from the application of the variable work week arrangement will be paid at time and one-half (1 1/2) for all hours worked provided the EDO cannot be re-scheduled and an EDO shall not be considered as a day of rest for the purposes of Article 24.

9. **Training and Travel**

Where training and/or travel is involved, an employee may be taken off the variable work week schedule.

10. **Minimum Number of Hours between Shifts**

The provision in the collective agreement relating to the minimum period between the termination and commencement of the employee's next shift shall not apply to an employee subject to variable hours of work.

11. **Termination**

Either local management or authorized local representatives of the Union may terminate a variable work week arrangement following thirty (30) days' written notice from either party to the other, providing that prior discussions on the termination have been held.

12. The foregoing is not intended to cover all terms and conditions of variable work week arrangement. It should be emphasized that the implementation of any variation in hours shall not result in any additional expenditure or cost by reason only of such variation.

13. This Memorandum of Agreement will expire on August 31, 2005.

## LOU 7-04

### TECHNICAL CERTIFICATION PREMIUM (TCP)

An employee at the EL-3 level and above who is qualified, in accordance with NAV CANADA Technical Operations Competency and Certification Program Standards and Procedures (MOTO Volume 1 Section 5) and required by the Employer:

- (a) to assess the technical proficiency of employees seeking certification responsibility by acting as Proficiency Examiner and/or;
- (b) to provide development of employees in the achievement of stated Position Technical Qualification Requirements and/or;
- (c) to certify ANS electronics equipment.

shall also be entitled to receive effective September 1, 2000 an annual premium in the amount of five percent (5%) of the employee's annual rate of pay. The premium shall be paid on a bi-weekly basis for each month in which the employee has earned at least ten (10) days' pay commencing with the month in which the employee becomes qualified to perform such activity.

The NAV CANADA Technical Operations Competency and Certification Program do not form **part** of this Collective Agreement.

This Letter of Understanding will expire on August 31, 2005.

**LOU 8-04**

**DESIGNATED EMPLOYEES - LEAVE ENTITLEMENT**

This letter will confirm that **an** employee shall not lose any entitlement to vacation leave or pension as a result of the implementation of the new definition for continuous service/employment unless it is determined that the original date was improperly determined in the first instance.

**LOU 9-04**

**NCTI GRADUATION MEALS**

NAV **CANADA** agrees to continue its current practice pertaining to NCTI grad meals.

**LOU 10-04**

**ARCTIC WORK WEEK**

The Union and the Employer agree to file a joint application under Section 171 of the Canada Labour Code with regard to the Arctic Work Week under Article 23.17.

**MOU #1**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NAV CANADA AND LOCAL 2228, IBEW**

SUBJECT: Days of Rest and Posting; of Shift Schedules within the Maintenance Management Branch

During the last round of negotiations with the Electronics (EL) Group, Local 2228, IBEW, raised concerns regarding the ability of EL's to plan personal activities around their scheduled days of rest. The rescheduling required as a result of the extensive training which employees of the EL Group have to undergo tends, in large part, to disrupt their social and family life.

In order to alleviate the concerns of Local 2228, IBEW, and to enable EL's to have reasonable ability to plan activities/leave etc. around their posted scheduled days of rest, NAV CANADA agrees to implement the following procedures up to the expiry date of the EL Collective Agreement on August 31, 2005. Both parties agree that an evaluation of this arrangement will be made during the last six months of the collective agreement.

Notwithstanding language in the current EL collective agreement, management agrees that the posted schedule shall provide each employee 28 days during which his/her days of rest will be protected. These days of rest shall not be rescheduled as regularly scheduled days of work.

To meet the above commitment, management agrees to post shift schedules at least 28 days in advance.

In the situation where a local agreement exists between the Union representative of a specialty group and the Site Manager, such that both parties to that agreement are prepared to work under the existing language in the collective agreement, then that agreement may stay in place. If in these situations either party is not prepared to continue said agreement, then the specialty group must revert to the conditions described in this letter.

It is recognized that, when an employee is removed from his/her current schedule as the result of other assignments or to attend training courses, the commitment in this letter with respect to days of rest in his/her current schedule does not apply. In such cases, the employee will be subject to the provisions of his/her new schedule.

Local 2228, IBEW, recognizes that requests for discretionary leave such as annual and lieu, may be denied if it requires changes to the protected days of rest of other employees.



**Any** disputes arising over the application of the foregoing will **be** brought to the immediate attention of the Director of Maintenance Management, NAV CANADA and the Business Manager of Local 2228, IBEW, for resolution.

The application of the provisions of this letter will remain in effect until the expiry date of the EL collective agreement on August 31, 2005.

**MOU #2**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NAV CANADA AND LOCAL 2228, IBEW**

SUBJECT: Compensation for TOC Paid Meal Break

NAV CANADA agrees to implement the following application of Clause 23.05(e) of the EL Collective Agreement for TOC paid meal breaks:

Employees who currently provide 24-hour coverage, (TOCs) shall accrue 1/2 hour per regularly scheduled shift worked in accordance with clause 23.05(e). This accrued time shall be built into the shift schedule for purposes of liquidation.

Any time not liquidated at the end of the fiscal year in which it is earned will be paid in cash.

Prior to any future application of Clause 23.05(e) to employees other than TOCs, NAV CANADA will consult with IBEW regarding the implementation and national application of this clause.

The application of the provisions of this letter will remain in effect until the expiry date of the EL collective agreement on August 31, 2005.

The parties agree to a review of the provisions of this letter prior to the expiration date.

**MOU#3**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NAV CANADA AND LOCAL 2228, IBEW**

SUBJECT: Overnight Hotel Accommodations - Toronto

The provisions of overnight hotel accommodations, as currently applied to Operational Air Traffic Controllers at Toronto, are extended to Electronics Technologists in similar situations who may also be required to undergo quick shift changes from evenings to days.

These provisions are to be applied as required.

The application of the provisions of this letter will remain in effect until the expiry date of the EL collective agreement on August 31, 2005.

## MOU #4

### MEMORANDUM OF UNDERSTANDING BETWEEN NAV CANADA AND LOCAL 2228, IBEW

SUBJECT: IBEW/NAV CANADA Joint Technical Committee

#### **Purpose**

The purpose of these terms of reference is to establish a joint IBEW/NAV CANADA standing committee constituted to provide for the participation of the IBEW in the Life Cycle Management for the Canadian Electronic Air Navigation System.

#### **Objective**

The objective is to enable the participation of the IBEW as early as possible, in the logistics support analysis and logistics decision-making processes relating to the design and implementation of electronic air navigation systems.

#### **Role**

This joint committee shall explore all opportunities for participation of the IBEW as early as feasible in the decision-making process, covering: technical systems logistics engineering, maintenance planning, supportability assessments and equipment installation, to jointly propose undertakings to realize the objective; to plan, organize and implement approved proposals.

Opportunities for participation shall include, but not be limited to, the following:

- (a) Considerations relating to system engineering activities aimed at improving reliability, maintainability, supportability, human factors and safety;
- (b) Development of maintenance and support plans (including technical training);
- (c) Evaluation of the delivered logistics support system to ensure stated requirements have been achieved;
- (d) Problem identification and definition;
- (e) Selection of most appropriate alternative;
- (f) Preparation and presentation of briefings, discussion papers, etc.

## **Term**

This committee shall stand until dissolved by the Director of Maintenance Management or the IBEW Business Manager; however, these terms of reference shall normally be reviewed and amended as mutually agreed.

## **Milestones**

The Committee shall meet semi-annually, or as mutually agreed.

The Director of Maintenance Management shall serve as the permanent Chairperson, unless other mutually acceptable arrangements are made, and shall convene meetings at a time and place convenient to the membership.

## **Composition of the Joint Technical Committee (JTC)**

Membership on the JTC shall consist of the following:

### **NAV CANADA**

Director of Maintenance Management  
Manager, Maintenance Requirements  
Manager, Technical Operations  
Engineering Life Cycle Managers

### **IBEW**

Representative  
Business Office  
IBEW Local 2228  
Chairman  
IBEW Technical Committee  
One (1) other IBEW member as determined by the IBEW

Other representatives or resource individuals may be added as mutually agreed.

## **Administration**

The Director of Maintenance Management, shall provide the secretariat which shall be responsible for the preparation and circulation of agendas, minutes and the circulation of presentations of other material.

With regard to compensation for participating in the works of the Committee, the following arrangements shall apply to the IBEW representatives.

## **Travel**

Any reasonable authorized travel expenses as prescribed in the NAV CANADA Travel Guideline shall be allowed.

Requests for travel, when possible, shall be submitted to the Director of Maintenance Management at least six (6) weeks in advance of proposed travel. Travel claims in connection with activities of this Committee are to be submitted directly to the Director of Maintenance Management.

The Director of Maintenance Management shall be responsible for obtaining travel authorization numbers and appropriate advances for IBEW representatives.

## **Time spent on Committee work**

Work performed on normal days off by IBEW members shall be reimbursed as far as possible on a day-off for day worked basis. Should this method of reimbursement not be possible, compensation shall be in equivalent cash.

The application of the provisions of this letter will remain in effect until the expiry date of the EL collective agreement on August 31, 2005.

**MOU #5**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NAV CANADA AND LOCAL 2228, IBEW**

SUBJECT: Modularization Of Electronic Equipment Training Courses

This memorandum will confirm NAV CANADA's agreement to continue the modularization of Electronic Equipment training courses at NCTI, Cornwall, into segments not exceeding three to four weeks, wherever possible and practicable.

New courses being developed now and those to be developed in the future will be done so recognizing the benefits to be derived from the modularization.

The application of the provisions of this letter will remain in effect until the expiry date of the EL collective agreement on August 31, 2005.

A small, square, high-contrast image of a handwritten signature or initials, possibly 'WA', with a diagonal line extending from the bottom right.