

**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**NAV CANADA**  
**AND THE**  
**AIR TRAFFIC SPECIALIST ASSOCIATION OF CANADA**  
**(ATSAC)**

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## **ARTICLE 1**

### **PURPOSE OF AGREEMENT**

- 1.01 The purpose of this Agreement is to establish and maintain harmonious relationships between NAV CANADA, hereinafter referred to as the Company, the Air Traffic Specialist Association of Canada, hereinafter referred to as the Association and the employees through the promotion of respect and excellence, and to set forth the terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 1.02 The parties to this Agreement also share a desire to promote safety, quality, employee satisfaction and customer service so as to enhance the efficiency and productivity of the Company which operates in a regulated environment.

## ARTICLE 2

### INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) "ATSAC" means the Air Traffic Specialist Association of Canada;
- (b) "Allowance" means compensation payable for the performance of special or additional duties;
- (c) "Association" means the Air Traffic Specialist Association of Canada;
- (d) "Bargaining unit" means the employees of the Company in the Radio Operations Group, Technical Category, as described in the certificate issued by the Public Service Staff Relations Board on December 18, 1984 and deemed to be certified under the Canada Labour Code by the Civil Air Navigation Services Commercialization Act (CANSCA);
- (e) "Company" means NAV CANADA as the Employer, and includes any person duly authorized to exercise the authority of NAV CANADA;
- (f)
  - (i) "continuous service" means unbroken service from the employee's last date of hire including authorized leaves of absence;
  - (ii) "continuous employment" means continuous service including the cumulative periods of continuous service where interruptions in service of less than three (3) months occur. The duration of breaks must be subtracted from the period of continuous employment;
  - (iii) the continuous service or continuous employment of a "designated" continued employee shall include his or her continuous service or continuous employment as an employee engaged in the Public Service as defined in the Public Service Staff Relations Act (R.S.C. c.P-35, s.1) as at November 1, 1996 and who was employed in any department or organization mentioned in any version of Part I, Schedule I under the said Act prior to November 1, 1996;
- (g) Unless other than specified in the Collective Agreement, a "day" shall mean a calendar day;

- (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 or her position other than by reason of his or her being on leave or absent from duty without permission;
- (i) "Employee" means a person employed in the bargaining unit;
- (j) "Hourly rate of pay" means a full-time employee's weekly rate of pay divided by 37.5;
- (k) "Isolated Posts Class I and II" means sites as listed and defined in the NAV CANADA Joint Council Isolated Posts Guidelines;
- (l) "Lay-off" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;
- (m) "Leave" means authorized absence from duty by an employee during his or her regular or normal hours of work;
- (n) "Location" means the premises where an employee normally works;
- (o) "Membership dues" means the dues established pursuant to the constitution of the Association as the dues payable by its members as a consequence of their membership in the Association, and shall not include any initiation fee, insurance premium, or special levy;
- (p) "Pay increment" means the difference between two consecutive rates of pay within the pay range for each level in a classification group;
- (q) "Regular employee" means an employee hired on an ongoing basis for an indeterminate period;
- (r) A "spouse" is one of two people legally married to one another and those in relationships where they have lived with one another for a period of at least one year, continue to live with each other and who have publicly represented themselves as spouses;
- (s) "Temporary employee" means an employee hired for special projects or temporary needs and for a specified term. A temporary employee hired for a term exceeding four (4) consecutive months shall be governed by the provisions of Appendix "B".
- (t) "Weekly rate of pay" means an employee's annual rate of pay divided by 52.176.

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

## **ARTICLE 4**

### **RECOGNITION**

- 4.01 The Company recognizes the Association as exclusive representative for all employees described in the certificate issued to the Canadian Association of Professional Radio Operators by the Public Service Staff Relations Board on the 18<sup>th</sup> day of December 1984, and deemed to be a certificate of the Canada Labour Relations Board pursuant to s. 69 of the Canadian Air Navigation System Commercialization Act (S.C. 1996, c.20).
- 4.02 (a) Every employee of the bargaining unit who is now, or hereafter becomes a member of the Association, shall maintain his or her membership in the Association 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, or after graduation from the national training school, apply for and thereafter maintain membership in the Association as a condition of his or her employment.
- (b) The Association will not require the Company to terminate the employment of an employee because the employee has been expelled or suspended from membership in the Association 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 Association as a condition of acquiring or retaining membership in the Association.

## **ARTICLE 5**

### **MANAGERIAL RESPONSIBILITIES**

- 5.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the Company.
- 5.02 The management rights of the Company shall not be restricted in any way by any practice, custom or past agreement not specifically renewed as part of this agreement, or by any individual or collective privilege not specifically provided for in the present agreement.

## **ARTICLE 6**

### **REPRESENTATIVES**

- 6.01 The Company acknowledges the right of the Association to appoint employees as Representatives.
- 6.02 The Association shall determine the jurisdiction of each Representative having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure. The Association shall consult with the Company as to the numbers and territorial jurisdiction of its Representatives.
- 6.03 The Association shall notify the Company promptly and in writing of the names of its Representatives. It is mutually understood that the Association may delegate this responsibility.
- 6.04 A Representative shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate with fellow employees complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the Representative shall report back to his or her supervisor before resuming his or her normal duties.

## ARTICLE 7

### WORK OF THE BARGAINING UNIT

#### 7.01 Work of the Bargaining Unit

- (a) Functions that are presently performed within the Company exclusively by members of the Flight Service Specialist group shall not be assigned to employees in other bargaining units.
- (b) Save for exceptional circumstances and for short duration, and if no qualified operational employee of the bargaining unit is readily available, management staff shall not perform functions presently performed by operational employees in the bargaining unit.
- (c) Where, because of operational requirements, either party deems it desirable to deviate from these understandings, the parties agree to enter into discussions to consider such proposal of either party and may mutually agree to make exceptions to the foregoing.

## ARTICLE 8

### USE OF COMPANY FACILITIES

- 8.01 An accredited representative of the Association will be permitted access to the Company's premises to assist in the resolution of a complaint or grievance, and to attend meetings called by management. Such meetings shall not unduly interfere with the Company's operations. Permission to enter the premises shall, in each case, be obtained from the Company.
- 8.02 The Company will not unreasonably deny the Association permission to use the Company's premises for conducting meetings of their members where refusal to grant permission would make it difficult for the Association to convene a meeting. Such meetings shall not unduly interfere with the Company's operations. The Association shall ensure the orderly and proper conduct of the members who attend such meetings and agrees to be responsible for leaving facilities in good order after use.
- 8.03 Notwithstanding any agreement that might be reached in consultation regarding the use of electronic bulletin boards, the Company shall designate at each location a bulletin board(s) in a suitable place(s) on its premises for the posting of Association material regarding meetings, elections, negotiations, Association policies and positions, and internal affairs of the Association. Posting of notices or other materials require the prior approval of the Company. Such approval shall not be unreasonably withheld.

These notices may be sent to locations as listed in the NCJC Isolated Post Guideline to be received on the Company's facsimile where other forms of communication are not readily available to the Association.

- 8.04 The Company will also continue its present practice of making available to the Association specific locations on its premises for the placement of reasonable quantities of literature of the Association.

## ARTICLE 9

### SPECIFIED FSS MEDICAL EXAMINATIONS

- 9.01 The present Article applies to the following FSS medical examinations:
- (i) Periodic Medical;
  - (ii) Fitness for Work Evaluation;
  - (iii) Isolated and Remote Posting Medical.
- 9.02 The Company shall provide the Association with the Flight Service Specialist Medical Guidelines and ensure that the job description and medical standards form part of the Flight Service Specialist Medical profile.
- 9.03 The Company agrees not to amend the Medical Guidelines without meaningful consultation with the Association.
- 9.04 The Company shall endeavour to schedule medical examinations during the employee's regular working hours.
- 9.05 If for such medical examinations or subsequent testing an employee is required:
- (a) to attend the appointment outside his or her normal scheduled hours of work; or
  - (b) to attend the appointment prior to or remain beyond his or her normal scheduled hours of work;
- the Company shall approve time off at a later date equivalent to the actual duration of the examination, including the time to travel to and from the medical facility. Such time off shall be taken at a mutually agreed upon time and if unused within twelve (12) months following the medical examination or test shall not be carried forward or paid off.
- 9.06 Employees shall be reimbursed for all reasonable travel expenses associated with attending a medical examination.
- 9.07 When an employee is authorized by the Company and agrees to the use of a privately-owned vehicle, he or she shall be reimbursed mileage allowance at the Company requested rate.

## **ARTICLE 10**

### **SAFETY AND HEALTH**

10.01 The Company shall make reasonable provisions for the occupational safety and health of employees. The Company will welcome suggestions on the subject from the Association and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.



**ARTICLE 11**  
**INFORMATION**

11.01 The Company will provide the Association with the following information on a monthly basis pertaining to all employees in the bargaining unit:

- (a) employee's name;
- (b) position;
- (c) classification (group and level);
- (d) location;
- (e) tenure or status in position;
- (f) effective date of change;
- (g) current salary;
- (h) acting level;
- (i) date of assignment;
- (j) acting position title;
- (k) pay office;
- (l) pay list;
- (m) association identification number;
- (n) list of new employees;
- (o) list of employees who left the bargaining unit;
- (p) list of changes since last report.

11.02 The list in Article 11.01 may be amended upon agreement of the Company and the Association.

## ARTICLE 12

### LEAVE WITH OR WITHOUT PAY FOR ASSOCIATION BUSINESS

#### 12.01 **Canada Industrial Relations Board**

When operational requirements permit, the Company will grant:

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

#### 12.02 **Applications for Certification, Representations and Interventions with respect to Applications for Certification**

When operational requirements permit the Company will grant leave with pay:

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

#### 12.03 **Witnesses**

- (a) An employee who is requested by the Company 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) The Company will grant leave without pay to an employee called as a witness by an employee or the Association. Best efforts will be made to ensure that the calling of witnesses will be arranged in order that the operations will not be unduly adversely affected.

#### **12.04 Arbitration**

The Company will grant leave:

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

#### **12.05 Preparatory Contract Negotiation Meetings and Contract Negotiation Meetings**

When operational requirements permit, the Company will grant leave without pay to a reasonable number of employees for the purpose of attending preparatory contract negotiation meetings and contract negotiation meetings on behalf of the Association, including meetings before a Conciliator, Conciliation Commission or a Mediator.

#### **12.06 Meetings Between the Association and the Company Not Otherwise Specified in this Article**

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

#### **12.07 Association, Conventions and Executive Committee Meetings**

When operational requirements permit, the Company will grant leave without pay to a reasonable number of employees to attend national executive meetings and conventions of the Association, and leave without pay for a specified period to an employee appointed by the Association to attend to Association business.

#### **12.08 Representatives' Training Courses**

When operational requirements permit, the Company will grant leave without pay to employees who exercise the authority of a Representative on behalf of the Association to undertake training related to the duties of a Representative. The Company shall be given a minimum of fifteen (15) days' notice of the commencement of such training course.

### **12.09 Election to Full-Time Office**

- (a) With reasonable notice from the employee, in writing, that he or she has been elected to a full-time office of the Association, the Company will grant leave to the employee for the term of the office;
- (b) The period of leave granted shall be counted as continuous service for the purpose of calculating severance pay, vacation leave and pay increments;
- (c) Upon termination of his or her position with the Association, the employee shall be entitled to resume employment with the Company at a salary he or she was paid at the time of leaving, plus any increases granted in the interim.

### **12.10 Reimbursement by the Association**

An employee granted leave under clause 12.09 shall continue to receive his or her regular salary for the period of leave granted, subject to the Association reimbursing the Company for all associated costs.

### **12.11 Notice Requirements**

Leave with or without pay for purposes described in this Article shall be requested in writing to the Company as far in advance as possible of the date leave is to commence, but normally not less than fifteen (15) calendar days in advance.

### **12.12 Change to Day Shift**

If an employee scheduled to work on a shift other than the day shift, is required to attend a proceeding identified in clauses 12.01, 12.02, 12.03 and 12.04, he or she shall have his or her shift changed to the day shift. The Company shall not be responsible for short notice shift change premiums (Article 32.07), except in the case of clause 12.03(a).

## **ARTICLE 13**

### **ILLEGAL STRIKES AND LOCKOUTS**

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

## **ARTICLE 14**

### **TRAINING**

#### **14.01 Determining Requirements**

The Company shall determine training requirements and the means and methods by which training shall be given, and shall provide operating employees with adequate training and instruction on equipment and procedures prior to their introduction, and refresher training where appropriate.

#### **14.02 Instructor Teaching Hours**

Instructors will not be required to provide formal instruction (be formally in contact with the students in a classroom, laboratory, or simulator environment) to students in excess of an average of twenty-five (25) hours per week over a fiscal year.

#### **14.03 Language Training**

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

#### **14.04 NCTI Instructor Operational Refresher Training**

The Company shall provide NCTI instructors refresher training which shall include one (1) training opportunity every three (3) years at an appropriate facility to be determined by the Company. Before scheduling the training opportunity at the facility, the Company's representative at NCTI and the local Association representative shall discuss the training plan. Time spent during training shall be considered as time worked.

All reasonable costs for this program shall be paid by the Company in accordance with the NAV CANADA Travel Guidelines.

#### **14.05 Training Institute Closing - Holiday Season**

In the event that the Company closes both the administrative and teaching facilities at NCTI for all or a portion of the holiday season (December 25 to January 1 inclusively), and the Company does not assign an instructor appropriate alternative work, he or she shall not be required to take leave.

## ARTICLE 15

### JOINT CONSULTATION

- 15.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.
- 15.02 Within five (5) days of notification of consultation served by either party, the Association shall notify the Company in writing of the representative authorized to act on behalf of the Association for consultation purposes.
- 15.03 Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.
- 15.04 Without prejudice to the position the Company or the Association may wish to take in future about the desirability of having the subjects dealt with by provisions of Collective Agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.
- 15.05 It is recognized that a subject suggested for discussion may not be within the authority or jurisdiction of either management or Association Representatives. In these circumstances, consultation may take place for the purpose of providing information, discussing the application of policies, 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.
- 15.06 Meetings with the Association regional committees and with the Association national committee shall take place at least annually. By agreement of the parties, the frequency of the meetings may be increased. The frequency of meetings with Association local unit committees shall be determined by mutual agreement.
- 15.07 All meetings shall be held at a location and at a time determined by mutual agreement.
- 15.08 Full-time employees participating in joint consultation shall be protected against any loss of normal pay by reason of attendance at consultation meetings with management, including reasonable travel time where

applicable. The parties shall endeavour to schedule such meetings during the working hours of committee representatives. In the event meetings are scheduled on an employee's day of rest, the employee shall not be entitled to any compensation.

#### **15.09 Requirements for Written Agendas**

A designated representative of Association committees and management shall exchange written agendas for a meeting as early as possible prior to the effective date of the meeting.



## **ARTICLE 16**

### **CHECK-OFF**

- 16.01 Subject to the provisions of this Article, the Company will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Company shall not be obligated to make such deduction from subsequent salary.
- 16.02 The Association shall inform the Company in advance in writing of the authorized monthly deduction to be checked off for each employee.
- 16.03 For the purpose of applying clause 16.01, deductions from pay for each employee will be made in respect of each calendar month in which the employee receives ten (10) days pay and to the extent that earnings are available.
- 16.04 No employee organization other than the Association, shall be permitted to have membership dues and/or other monies deducted by the Company from the pay of employees in the bargaining unit.
- 16.05 The amounts deducted in accordance with clause 16.01 shall be remitted to the designated official of the Association within thirty (30) days after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his or her behalf.
- 16.06 Upon provision of appropriate documentation, the Company shall provide a voluntary revocable check off of premiums payable on insurance or other plans provided by the Association for its members. Any such deductions shall be combined with association dues into a single monthly deduction.
- 16.07 The Association agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this Article.

## ARTICLE 17

### GRIEVANCE AND ARBITRATION PROCEDURE

17.01 The parties wish the grievance and arbitration procedure to address the real issue of each party's complaints in an expeditious, efficient, economical and fair manner. Employee complaints or grievances will be dealt with in accordance with the procedure set forth in this Article.

#### 17.02 Definitions

(a) **Grievance**

A grievance shall be defined as any dispute between the Company and the Association on behalf of an employee, group of employees or on its own behalf concerning the interpretation, application or administration of the Collective Agreement, and shall include individual employee grievances, group grievances, Association grievances and Company grievances.

(b) **Days**

A day shall mean calendar days, however, where a deadline occurs on a Saturday, Sunday or Holiday as listed in Article 27 the deadline shall be extended to the next normal business day.

#### 17.03 Disclosure of Information

In the interest of resolving disputes in an expeditious and efficient manner, the representatives of the parties will endeavour to 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.

#### 17.04 Dispute Resolution

(a) *Complaint Stage*

(i) Before presenting a grievance through his or her authorized Association representative, the employee shall meet with his or her authorized Management representative to discuss and attempt to resolve the complaint.

- (ii) The employee is entitled to have an authorized Association representative accompany the employee during such a meeting.
  - (iii) The written grievance shall be submitted within thirty (30) days as provided for in Step 1 paragraph (b) (i) below.
- (b) *Grievance Step 1*
  - (i) The written grievance shall be submitted within thirty (30) days of the incident giving rise to the grievance or from the date when the employee(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 Company.
  - (ii) The Company's Director, Regional Director or authorized designate shall discuss and attempt to resolve the grievance with the authorized Association representative and render a written response to the grievance to the authorized Association representative and provide a copy to the employee(s) concerned no later than fifteen (15) days following receipt of the grievance at Step 1.
- (c) *Grievance Step 2*
  - (i) Failing settlement being reached at Step 1, the authorized Association 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.
  - (ii) The Director of Labour Relations or authorized designate shall discuss and attempt to resolve the grievance with the authorized Association representative and render a written response to the grievance and provide a copy to the employee(s) concerned and the Association representative no later than thirty (30) days following receipt of the grievance at Step 2.

#### **17.05 Abbreviated Procedure**

Any Association grievance, Company grievance or a grievance dealing with the involuntary termination of an employee's employment shall be submitted directly to Step 2 within thirty (30) days of the incident giving rise to the grievance or from the date when the Association, the Company, or the employee ought to have reasonably been aware of the incident giving rise to the grievance.

#### **17.06 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 Association representative, in writing by registered mail of its intention to refer the dispute to Arbitration.

#### **17.07 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.

#### **17.08 Time Off Work to Discuss Complaints and Grievance**

- (a) The Association recognized that each employee and authorized Association representative is employed to perform work for the Company and therefore no employee or authorized Association 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 Association representative, the authorized Association 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 Association representative shall not be entitled to be paid.
- (d) Employees and the authorized Association representative will not be entitled to be paid when discussions or meetings on complaints or grievances take place outside their normal working hours.

#### **17.09 Notification of Authorized Representatives**

The Association shall notify the Company in writing of the names and areas of jurisdiction of its representatives authorized by the Association for 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 Association 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 Association in writing of changes to these names.

#### **17.10 Powers of an Arbitrator**

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

#### **17.11 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.

#### **17.12 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. 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. The initial list of arbitrators, as agreed to by the parties, shall be the subject of a Letter of Understanding.<sup>1</sup>

### **17.13 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 will agree to prepare a joint statement of facts at least five (5) days prior to the scheduled hearing date.

### **17.14 Sole Arbitrator v. Board of Arbitration**

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

### **17.15 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 Article 17.12 - List of Arbitrators.

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<sup>1</sup> Also see LOU No. 14

#### **17.16 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.

#### **17.17 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.

#### **17.18 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.

#### **17.19 Location of Arbitration Hearing**

The arbitration hearing shall be held in 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 18

### NAV CANADA JOINT COUNCIL GUIDELINES

18.01 Guidelines concluded by the NAV CANADA Joint Council (NCJC) 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.

18.02 These NCJC Guidelines 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

18.03 Other NCJC agreements, including benefit plans, currently in effect or subsequently agreed to in the NCJC process shall form part of this Collective Agreement.

18.04 Grievances with respect to the above-mentioned guidelines and agreements will be processed in accordance with the NAV CANADA Joint Council By-Laws.

## ARTICLE 19

### EMPLOYEE PERFORMANCE REVIEW

19.01 When a formal review of an employee's performance is made, the employee concerned shall be given an opportunity to discuss and then sign the review form in question to indicate that its contents have been read and understood. A copy of the completed review form will be provided to the employee. An employee's signature on his or her review form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.

The Company's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.

An employee has the right to make written comments to be attached to the performance review form.

19.02 Prior to an employee performance review, the employee shall be given:

- (i) the evaluation form which will be used for the review;
- (ii) any written document which provides instructions to the person conducting the review.

If, during the employee performance review, either the form or instructions are changed, they shall be given to the employee.

## **ARTICLE 20**

### **USE OF EMPLOYEE-OWNED MOTOR VEHICLES**

20.01 Unless it is a requirement of the employee's job, or unless by prior agreement in writing between the employee and management, no employee shall be required by the Company to use his or her privately-owned motor vehicle on Company business.

## **ARTICLE 21**

### **NO DISCRIMINATION OR HARASSMENT**

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

## **ARTICLE 22**

### **DISCIPLINE AND EMPLOYEE FILES**

#### **22.01 Discipline and Discharge**

Discipline and discharge may be imposed where just cause exists and will be levied in a timely fashion. Generally, discipline is intended to correct undesirable behavior or conduct and, where appropriate, shall be progressive in nature.

#### **22.02 Information**

The Company agrees to make available to each employee covered by this agreement the NAV CANADA Code of Business Conduct and the NAV CANADA Discipline Policy and any subsequent amendments made to either policy.

#### **22.03 Notification of Disciplinary Action**

The employee and the Association Representative shall be notified in writing of any disciplinary action, except an oral warning, taken against the employee by the Company within a reasonable period of that action having been taken.

#### **22.04 Copy of Disciplinary Notice**

Where any disciplinary notice is placed on an employee's personnel file, a copy of such letter or note must be presented to the employee and to the Association Representative or sent by registered mail to their last known address within two (2) business days of its placement on the employee's personnel file.

#### **22.05 Prohibition on Use of Documentation**

The Company agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing, or within a reasonable period thereafter.

#### **22.06 Retention of Disciplinary Notices**

Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since

the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

## **22.07 Interview and Representation**

### **(a) Discipline or Termination**

Prior to any interview which might be the basis of disciplinary action, the employee will be informed of the purpose of the interview and his or her entitlement to have an Association Representative of their choice in attendance. The unavailability of the Association Representative of choice will not delay the meeting for more than twenty-four (24) hours from the time of notification to the employee. At the interview, the employee and the Association representative may make representations and ask questions concerning the events and circumstances.

### **(b) Non-Disciplinary Demotion or Termination**

When an employee is required to attend a meeting, the purpose of which is to demote or terminate him or her for non-disciplinary reasons, he or she is entitled to have, at his or her request, a representative of the Association attend the meeting. The unavailability of the Association Representative of choice will not delay the meeting for more than twenty-four (24) hours from the time of notification to the employee.

## **22.08 Conflict of Interest**

It is agreed that where there is the possibility of a conflict of interest, the employee shall be afforded the opportunity to have his or her Association Representative meet with the Company to discuss the possible conflict of interest before a decision is given by the Company on the matter.

## **22.09 Access to Employee Files**

Upon written request of an employee, the personnel file of that employee may be made available at least once per year for his or her examination in the presence of an authorized representative of the Company.

## **ARTICLE 23**

### **OPERATING IRREGULARITIES**

#### **23.01 Representation Rights**

At any administrative inquiry, hearing or investigation conducted by the Company into an operating irregularity, where the actions of a Flight Service Specialist may have had a bearing on the events or circumstances leading thereto, and the Specialist is required to appear at the administrative inquiry, hearing or investigation being conducted into such irregularity, he or she may be accompanied by an Association Representative of his or her choice. The unavailability of the Association Representative of choice will not delay the inquiry, hearing or investigation more than twenty four (24) hours from the time of notification to the employee.

#### **23.02 Circumstances of Proceeding**

The Specialist and his or her representative may require the Company's representative in charge to state the circumstances leading to the inquiry, hearing or investigation by the Company before the Specialist is required to answer any questions put to him or her.

#### **23.03 Participation**

The Specialist and his or her representative may make representations and direct questions concerning the irregularity or events and circumstances leading thereto, to the Company's representative in charge in any Company inquiry, hearing or investigation.

#### **23.04 Notification of Completion**

- (a) The Company shall notify the Specialist and where applicable his or her representative, of the completion of the report of a Company proceeding pursuant to clause 23.01 of this agreement. Such notification shall be in writing and shall stipulate that an immediate opportunity will be provided to the Specialist, and where applicable his or her representative, to read the report, including the findings of the investigation, and to take such personal notes as they deem necessary.

- (b) Subsequent opportunities to read the same report and findings will be provided to the Specialist, and where applicable his or her representative, upon written request.

### **23.05 Pay and Hours of Work**

- (a) A Specialist called as a witness, or his or her representative, shall suffer no loss of normal pay while appearing before an administrative inquiry, hearing or investigation relating to an operational irregularity.
- (b) A Specialist, called by a Company inquiry as a witness outside of his or her scheduled hours of work, shall be compensated at the appropriate overtime rate.
- (c) To the extent practical, a Specialist having primary involvement in an operating irregularity will not be scheduled to perform his or her operational duties on a shift during the same day or on a shift where his or her majority of hours fall on the day of an interview.

### **23.06 Restricted Information**

The Company agrees to treat live or recorded video and audio, computer readouts of FSS operations, and transcripts of audio recordings as restricted information, not normally available to the public unless required by law. However in cases where the Company's legal counsel has determined that there will be no Company involvement in any subsequent civil litigation the Company may, after consultation with the Association, permit lawyers to make their own transcript under supervision.

### **23.07 Participation in Fact Finding Boards**

It is agreed that an operational Specialist will be named as a member of any Company fact finding board investigating an operating irregularity in which a Flight Service Specialist has an apparent involvement.

### **23.08 Review of Tapes and Readouts**

- (a) A Specialist required to appear before any Company inquiry, hearing or investigation shall, in the company of his or her representative if he or she so desires, but under supervision, be allowed to review any relevant video and audio recordings and computer readouts of FSS operations where available. In addition, the Specialist shall be provided with a transcript of relevant audio recordings. The foregoing shall take place prior to the Specialist being required to answer questions put to him or her by the Company's representative.



- (b) Where possible, the Company shall permit a Specialist and his or her representative the same access set out in (a) above prior to a non-Company inquiry, hearing or investigation with respect to an operating irregularity.

### **23.09 Use of Recorded Information**

The parties agree that recorded video and audio, computer readouts of FSS operations and transcripts of audio recordings are intended to provide a record of such communications for use in the monitoring of FSS operations and the investigation of operating irregularities, infractions, incidents or accidents. The parties further agree that as such, these recordings, readouts or transcripts are not normally intended to provide evidence before third parties, except that:

- (a) the Company may use such recordings, readouts and transcripts as evidence before third parties in disciplinary cases, or non-disciplinary cases involving a Specialist's competency;
- (b) in the event that the Company wishes to use such recordings, readouts and transcripts before a third party pursuant to a) above, such recordings, readouts and transcripts shall be first reviewed with a National Representative of the Association; and
- (c) such recordings, readouts and transcripts may be used in the review of disciplinary cases, or non-disciplinary cases involving a Specialist's competency.

### **23.10 Legal Representation**

The Company shall provide legal advice and assistance to an employee who is required to appear at a coroner's inquest or judicial/magisterial inquiry, Transportation Safety Board or Transport Canada Investigation, or who is a party to civil legal action, arising out of the performance of the employee's duties as a Flight Service Specialist.

- (a) In the circumstances outlined above:
  - (i) if the employee so desires, the employee may select legal counsel of his or her choice and the legal fees for such representation shall be borne by the employee;
  - (ii) in the event that a conflict of interest arises, the Association and/or the employee may select legal counsel of their choice to

represent the employee and the legal fees for such representation shall be their responsibility. In the event that the final determination after all appeals, exonerates the employee or does not ascribe fault or blame to the employee, the Company will reimburse the Association and/or the employee for all reasonable legal fees.

- (b) A grievance arising from the application of this clause shall begin at the final step of the grievance procedure.

## **ARTICLE 24**

### **OFFICIAL TEXTS AND PRINTING**

- 24.01 Both English and French texts of this Agreement are official.
- 24.02 The Company shall have the translation of the Collective Agreement prepared.
- 24.03 In the event of a discrepancy between the texts, the language of negotiation shall prevail.
- 24.04 The size, format and numbers of copies of the Collective Agreement shall be agreed to by the Association and the Company within thirty (30) days of signing of this Agreement. The costs associated with the printing shall be shared equally between the Association and the Company. The Collective Agreement shall be printed in a union shop. Copies shall be distributed to all employees by the Company.

## ARTICLE 25

### LEAVE GENERAL

- 25.01 An employee is entitled, at least once in each fiscal year, to be informed upon request, of the balance of his or her vacation and sick leave credits.
- 25.02 The amount of leave with pay credited to an employee by the Company at the time when this Agreement is signed, or at the time when he or she becomes subject to this Agreement, shall be retained by the employee.
- 25.03 An employee shall not be granted two (2) different types of leave with pay in respect of the same period of time.
- 25.04 An employee who receives a special duty allowance or an extra duty allowance in his or her regular position, shall continue to receive the allowance in the event that he or she:
- (a) is granted leave with pay; or
  - (b) is temporarily assigned for training; or
  - (c) is temporarily assigned to a position where the special or extra duty allowance does not apply.

if the employee has been receiving the special or extra duty allowance for at least two (2) months prior to the leave or assignment.

In the case of (c) above, payment of the allowance shall continue for a maximum period of one hundred and twenty (120) calendar days.

- 25.05 An employee is not entitled to leave with pay during periods he or she is on leave without pay, on career development leave or under suspension.
- 25.06 When leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the employee would normally have been scheduled to work on that day.

## ARTICLE 26

### VACATION LEAVE WITH PAY

26.01 The vacation year shall be from April 1st to March 31st of the following calendar year, inclusive.

#### 26.02 **Accumulation of Vacation Leave Credits**

An employee shall earn vacation leave credits at the following rate for each calendar month during which he or she receives pay for at least seventy-five (75) hours:

- (a) six decimal two five (6.25) hours for an employee who has completed up to one year of continuous employment;
- (b) nine decimal three seven five (9.375) hours for an employee who has completed more than one year of continuous employment;
- (c) twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of continuous employment occurs;
- (d) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's nineteenth (19th) anniversary of continuous employment occurs;
- (e) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-ninth (29th) anniversary of continuous employment occurs;

#### 26.03 **Entitlement to Vacation Leave With Pay**

An employee is entitled to vacation leave with pay to the extent of his or 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.

#### 26.04 **Scheduling of Vacation Leave With Pay**

An employee shall take vacation leave on the basis of the schedule he or she is working. In scheduling vacation leave with pay to an employee the Company shall, subject to the operational requirements of the service, make every reasonable effort:

- (a) to schedule the employee his or her vacation leave during the vacation year in which it is earned;
- (b) to comply with any request made by an employee before January 31 that he or she be permitted to use in the following vacation year any period of vacation leave of thirty (30) hours or more earned by him or her in the current year;
- (c) to ensure that approval of an employee's request for vacation leave is not unreasonably denied or delayed;
- (d) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Company or other employees, according to the wishes of the employee.

#### **26.05 Unit Vacation Schedule <sup>2</sup>**

The local Representative of the Association shall be given the opportunity to consult with representatives of the Company on unit vacation schedules. The Company shall make every reasonable effort to schedule vacations in a manner acceptable to employees.

#### **26.06 Additional Vacation Leave**

The Company shall, within five (5) business days of receipt of a written request by an employee, endeavour to respond with approval or denial of the request for vacation leave to be taken from the posted shift schedule.

In cancelling vacation leave, the Company shall give the employee as much notice as is practicable and reasonable.

In the case of denial, alteration or cancellation of the vacation leave, the Company shall give the written reason therefore, upon written request from the employee.

#### **26.07 Vacation Leave Displacement**

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

- (a) bereavement leave with pay;

or

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<sup>2</sup> Also see LOU 16

- (b) leave with pay because of illness in the immediate family;
- or
- (c) leave under Article 28, Sick Leave with Pay, on production of a medical certificate,

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

#### **26.08 Vacation Leave Carry Over**

- (a) Where in any vacation year an employee has not been granted all of the vacation leave with pay credited to him or her, the unused portion of his or her vacation leave shall be carried over into the following vacation year. In cases where vacation credits from the previous vacation year have not been fully utilized by the end of the next vacation year any outstanding carry-over vacation credits will be paid off in an amount equal to the product obtained by multiplying the number of hours of such excess vacation leave credits by the employee's hourly rate of pay of his or her substantive position on the last day of the vacation year.
- (b) Notwithstanding sub-paragraph (a), at the request of the employee, and with the approval of the Company, the unused portion of his or her vacation leave shall be paid at the end of the vacation year during which it was earned at the employee's hourly rate of his or her substantive position on the last day of the vacation year.

#### **26.09 Recall from Vacation Leave With Pay**

- (a) The Company will make every reasonable effort not to recall an employee to duty after he or she has proceeded on vacation leave with pay.
- (b) Where, during any period of vacation leave or leave with pay an employee is recalled to duty, he or she shall be reimbursed for reasonable expenses, as normally defined by the Company, that he or she incurs:
  - (i) in proceeding to his or her place of duty,
  - and

- (ii) in returning to the place from which he or she was recalled if he or she immediately resumes vacation upon completing the assignment for which he or she was recalled, after submitting such accounts as are normally required by the Company.
- (c) The employee shall not be considered as being on vacation leave during any period in respect of which he or she is entitled under clause 26.09(b) to be reimbursed for reasonable expenses incurred by him or her.

#### **26.10 Leave When Employment Terminates**

When an employee dies or otherwise ceases to be employed, he or she or his or her estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave with pay to his or her credit by the hourly rate of pay of his or her substantive position on the date of the termination of his or her employment, except that the Company shall grant the employee any vacation leave earned but not used by him or her before the employment is terminated by lay-off if the employee so requests because of a requirement to meet minimum continuous employment requirements for severance pay.

26.11 In the event of termination of employment for reasons other than death or lay-off, the Company shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee at the rate of pay of his or her substantive position.

26.12 Notwithstanding clause 26.10, an employee whose employment is terminated by reason of a declaration that he or she abandoned his/her position is entitled to receive the payment referred to in clause 26.10.

#### **26.13 Advance Payments**

The Company 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 overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.



#### **26.14 Cancellation of Vacation Leave**

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

## ARTICLE 27

### GENERAL HOLIDAYS<sup>3</sup>

27.01 Subject to clause 27.02, the following days shall be general holidays for employees:

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

and

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

27.02 (a) Clause 27.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working

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<sup>3</sup> Also see LOU 8

day following the general holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 12 (Leave With or Without Pay for Association Business) and in respect of whom ATSAC has certified that the employee was paid by ATSAC for ATSAC business conducted on the working day immediately preceding and the working day immediately following the general holiday.

and

- (b) An employee who is absent without leave on a general holiday, or the day to which a general holiday is moved by reason of clause 27.03, on which he or she is scheduled to work shall not be entitled to be paid for the holiday.

### **Holiday Falling on a Day of Rest**

27.03 When a day designated as a holiday under clause 27.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following his or her day of rest.

27.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 27.03:

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

and

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

### **Compensation for Work on a Holiday**

27.05 Where an employee works on a holiday, he or she shall be paid in addition to the pay that he or she would have been granted had he or she not worked on the holiday:

- (a) one and one-half (1 1/2) times his or her hourly rate of pay for the first eight (8) hours worked,

and

- (b) two (2) times his or her hourly rate of pay for hours worked in excess of eight (8) hours.

27.06 Where an employee who is employed in a continuous operation which does not shut down on a general holiday works on that holiday:

- (a) He shall be paid compensation in accordance with the provisions of clause 27.05,  
  
or
- (b) upon request, and with the approval of NAV CANADA he or she shall be granted:
  - (i) seven decimal five (7.5) hours of leave with pay at a later date in lieu of the holiday,  
  
and
  - (ii) pay at one and one-half (1 1/2) times his or her hourly rate of pay for the first eight (8) hours worked,
  - (iii) twice (2) his or her hourly rate of pay for hours worked in excess of eight (8) hours.
- (c) Consistent with operational requirements of the service and subject to adequate notice, NAV CANADA shall make every reasonable effort to grant lieu days at times desired by the employee.
- (d) If any lieu days cannot be liquidated by the end of the vacation year, they will be paid off at the employee's daily rate of pay or, upon the written request of the employee and with the approval of NAV CANADA, lieu days may be carried over to the following vacation year.

#### **Holiday Coinciding With A Day of Paid Leave**

27.07 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 leave.

## ARTICLE 28

### SICK LEAVE WITH PAY

#### Credits

28.01 An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which he or she receives pay for at least ten (10) days.

#### Granting of Sick Leave

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

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

and

(b) he has the necessary sick leave credits.

28.03 Unless otherwise informed by NAV CANADA, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties shall, when delivered to NAV CANADA, be considered as meeting the requirements of clause 28.02(a), if the period of leave with pay requested does not exceed five (5) days, but no employee shall be granted more than ten (10) days' sick leave with pay in a fiscal year solely on the basis of statements signed by him or her.

28.04 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 28.02, sick leave with pay may, at the discretion of NAV CANADA, be granted:

(a) for a period of up to one hundred eighty-seven decimal five (187.5) hours if he or she is awaiting a decision on an application for injury-on-duty leave,

or

(b) for a period of up to one hundred twelve decimal five (112.5) hours in all other cases, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of

termination of employment for reasons other than death or lay-off, the recovery of the advance from any monies owed the employee.

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

## ARTICLE 29

### CAREER DEVELOPMENT LEAVE WITH PAY <sup>4</sup>

#### 29.01 Career Development Leave

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

#### 29.02 Examination Leave with Pay

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 the Company, the course of study is directly related to the employee's duties or will improve his or her qualifications.

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<sup>4</sup> Also see LOU No. 5

## ARTICLE 30

### OTHER LEAVE WITH OR WITHOUT PAY

#### 30.01 Marriage Leave With Pay

After the completion of one (1) year's continuous employment, and providing an employee gives the Company at least five (5) days' notice, the employee shall be granted thirty-seven decimal five (37.5) hours leave with pay for the purpose of getting married.

#### 30.02 Bereavement Leave With Pay

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

- (a) When a member of his or her immediate family dies, an employee shall be entitled to a bereavement period of four (4) consecutive calendar days including the day of the funeral. During such period, he or she shall be paid for those days which are not regularly scheduled days of rest for that employee. In addition, the employee may be granted up to three (3) days' leave for the purpose of travel related to the death.
- (b) An employee is entitled to up to one (1) day's bereavement leave with pay for the purpose related to the death of his or her grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) If, during a period of compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for leave under paragraph (a) and (b) of this clause, he or she shall be granted leave, and his or her compensatory leave credits shall be restored to the extent of any concurrent leave granted.
- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Company may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in paragraph 30.02(a).



### 30.03 **Court Leave with Pay**

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

- (a) to be available for jury selection;
- (b) to serve on a jury; or
- (c) by subpoena or summons to attend as a witness in any proceeding to which he or she is not a party 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 his or her 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;
  - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it, other than an arbitrator appointed under this Collective Agreement or the Canada Industrial Relations Board.

### 30.04 **Personnel Selection Leave With Pay**

Where an employee participates in a personnel selection process for a position within the Company, 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 the Company considers reasonable for the employee to travel to and from the place where his or her presence is so required.

If an employee, scheduled to work on a shift other than the day shift, is required to attend the selection process, the employee may, upon reasonable notice to the Company, elect to have his or her shift changed to the day shift. The employee shall not be eligible for a short notice shift change premium.

### 30.05 Maternity Leave Without Pay

- (A) (i) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on, or after the termination date of pregnancy, and ending not later than twenty-six (26) weeks after the termination date of pregnancy.
  - (a) Nevertheless, where the employee's new-born child is born prematurely, or is born with, or contracts a condition that requires its hospitalization within the period defined in subsection (i) above, the period of maternity leave without pay therein defined may be extended beyond the date falling twenty-six (26) weeks after the date of childbirth, by a period equal to the period during which the child is hospitalized.
  - (b) In any case described in subsection (i)(a) above where the employee has proceeded on maternity leave without pay and then returns to work during all or part of the period during which her new-born child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization is over, and remain on maternity leave without pay to the extent provided for in subsection (i)(a).
  - (c) The extension described in subsection (i)(a) or (b) shall end no later than fifty-two (52) weeks after the termination date of pregnancy.
- (ii) At its discretion, the Company may require an employee to submit a medical certificate certifying pregnancy.
- (iii) An employee who has not commenced maternity leave without pay may elect to:
  - (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
  - (b) claim benefits under Article 28, Sick Leave with Pay, up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 28. For purposes of this clause, illness or injury as defined in

Article 28 shall include medical disability related to pregnancy.

- (B) An employee shall inform the Company in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy, at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.
- (C)
  - (i) After completion of six (6) months' continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides the Company with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan.
  - (ii) An applicant under clause 30.05(C)(i) shall sign an agreement with the Company, providing:
    - (a) that she will return to work and work for a period of at least six (6) months, less any period in respect of which she is granted leave with pay;
    - (b) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Company's consent.
  - (iii) Should the employee fail to return to work as per the provisions of clause 30.05(C)(ii)(a) and (b) for reasons other than death or lay-off, the employee recognizes that she is indebted to the Company for the full amount received as maternity leave allowance.
- (D) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Benefit Plan will consist of the following:
  - (i) Where an employee is subject to a waiting period of two (2) weeks before receiving employment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two week waiting period less any other monies earned during this period; and/or

- (ii) Up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
- (iii)
  - (a) For a full-time employee, the weekly rate of pay referred to in clause 30.05(D)(i) and (ii) shall be the weekly rate of pay to which she is entitled for the classification of her substantive position on the day immediately preceding the commencement of the maternity leave.
  - (b) For a part-time employee the weekly rate of pay referred to in clause 30.05(D)(i) and (ii) shall be the full-time weekly rate of pay for the classification of her substantive position 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 classification on the day immediately preceding the commencement of the maternity leave.
- (iv) Where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under clause 30.03(D)(i) or (ii) shall be adjusted accordingly.
- (E) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

### **30.06 Injury on Duty Leave With Pay**

- (a) An employee shall be granted injury-on-duty leave for such reasonable period as may be determined by the Company when a claim has been made pursuant to the appropriate Workers' Compensation Authority and the Authority has notified the Company that it has certified that the employee is unable to work because of:
  - (i) personal injury received in the performance of his or her duties and not caused by the employee's willful misconduct;

or

- (ii) an industrial illness or a disease arising out of and in the course of his or her employment,

if the employee agrees to remit to the Company 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 disability policy for which the employee or his or her agent has paid the premium.

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

### **30.07 Leave for Other Reasons**

At its discretion, the Company may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent him or her from 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.

### **30.08 Leave With Pay for Family-Related Responsibilities**

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children, (including children of legal or common-law 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) The Company shall grant leave with pay under the following circumstances:
  - (i) 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; however, when alternative arrangements are not possible, an employee shall be granted up to seven decimal five (7.5) hours for a medical or dental appointment when the dependent family

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

- (ii) Up to fifteen (15) consecutive hours of leave with pay to provide for the immediate and temporary care of a sick member of the employee's family, and to provide an employee with time to make alternative care arrangements where the illness is of a longer duration;
  - (iii) Fifteen (15) hours of leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.
- (c) The total leave with pay which may be granted under sub-clauses (b)(i), (ii) and (iii) shall not exceed thirty-seven decimal five (37.5) hours in a leave year.

### **30.09 Parental Leave Without Pay**

- (a) An employee who intends to request parental leave shall notify the Company at least fifteen (15) weeks in advance of the expected date of the birth or adoption of the employee's child.
- (b) An employee may request parental leave without pay at last four (4) weeks prior to the expected date of childbirth or the acceptance of custody of a child below the age of majority, and subject to sections (c) and (d) of this clause, shall be granted parental leave without pay for a period of up to twenty-six (26) weeks beginning on the date of childbirth or the acceptance of custody, or at a later date requested by the employee, and ending not later than fifty-two (52) weeks after the date of childbirth or such acceptance of custody.
- (c) The Company may:
  - (i) defer the commencement of parental leave without pay at the request of an employee;
  - (ii) require an employee to submit a birth certificate or adoption record of the child.

- (d) Parental Leave without pay utilized by an employee-couple in conjunction with the birth or adoption of one child shall not exceed a total of twenty-six (26) weeks for both employees combined.
- (e) Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

### **30.10 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 care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- (a) an employee shall notify the Company in writing four (4) weeks in advance of the commencement date of such leave;
- (b) leave granted under this clause shall be for a minimum period of six (6) 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 which is for a period of more than three (3) months granted under this clause, shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and vacation leave; and
- (e) time spent on such leave shall not be counted for pay increment purposes.

### **30.11 Leave Without Pay for Relocation of Spouse**

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

involved except where the period of such leave is less than three (3) months.

- (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.



## ARTICLE 31

### PAY ADMINISTRATION

- 31.01 Employees will be paid by direct deposit on a bi-weekly basis at the rate of pay to which he or she is entitled, as prescribed in Appendix "A". However, an employee who upon signing of this agreement, is being paid by cheque, shall continue to be paid by this method, until the Company is advised otherwise.
- 31.02 Where a pay increment and a pay revision are effected on the same date, the pay increment will be applied first and the resulting rate will be revised in accordance with the pay revision.
- 31.03 (a) (i) When an employee is assigned by the Company to substantially perform the duties of a higher classification level and performs those duties for at least four (4) consecutive working days, the employee will be paid at the higher rate for the duration of the assignment. \*
- (ii) When an employee is assigned by the Company to substantially perform duties considered to be those of a team leader at a unit where the position does not exist, for at least four (4) consecutive working days, the position will be deemed to be one level higher than the level of the unit, and the employee will be paid at the higher rate for the duration of the assignment. \*
- (b) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.
- 31.04 The increment period for employees paid in the scale of rates for the FSS 00 pay is six (6) months. The increment period for employees paid in the scale of rates for levels FSS-1 through FSS-6 inclusive is one (1) year effective on the anniversary date of his or her appointment.
- 31.05 When an employee, through no fault of their own, has been overpaid, the Company will, before recovery action is implemented, advise the employee of its intention to recover the overpayment. Where the amount of overpayment is in excess of fifty dollars (\$50.00), and where the employee demonstrates that the stated recovery action will create a hardship,

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\* Also see LOU No. 2

arrangements will be made to limit recovery action to no more than ten percent (10%) of the employee's pay each pay period until the entire amount is recovered.

- 31.06 If an employee dies, the salary due to him or her on the last working day preceding his or her death, shall continue to accrue to the end of the month in which he or she dies. Salary so accrued which has not been paid to the employee as at the date of his or her death shall be paid to his or her estate.

## ARTICLE 32

### HOURS OF WORK AND OVERTIME

#### **Non-Operating Employees**

32.01 Where hours of work are scheduled for employees on a regular basis, they shall be scheduled so that employees:

- (a) work thirty-seven and one-half (37 1/2) hours and five (5) days per week,  
  
and
- (b) work seven and one-half (7 1/2) hours per day.

32.02 Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of NAV CANADA, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a period of fourteen (14) calendar days the employee works an average of thirty-seven and one-half (37 1/2) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and NAV CANADA. In every fourteen (14) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for him or her.

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

#### **Operating Employees**

32.03 (a) Where hours of work are scheduled for employees on a rotating or irregular basis, they shall be averaged so that employees over a period not exceeding one hundred and twelve (112) days:

- (i) work an average of thirty-seven and one-half (37 1/2) hours per week,
- (ii) work eight (8) hours per day.

- (b) An employee's days of rest shall be consecutive and not less than two (2). The first day of rest will start immediately after midnight of the calendar day in which the employee worked, or was scheduled to work, his or her last regular shift; the second day of rest shall start immediately after midnight of the employee's first day of rest and each subsequent day of rest shall start immediately after midnight of the preceding day of rest provided those days are consecutive and contiguous to the preceding day of rest.
- (c) Every reasonable effort shall be made by NAV CANADA:
  - (i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift,  
  
and
  - (ii) to avoid excessive fluctuation in hours of work.
- (d) An employee who works more than fifteen (15) consecutive hours shall not be required to report for work on his or her next regularly scheduled shift until a period of at least nine (9) hours has elapsed from the end of the period of work that exceeded fifteen (15) hours. If as a result of the application of this sub-clause, an employee works fewer hours than called for on his or her next regularly scheduled shift, he or she shall nevertheless receive the full rate of pay for that shift.

## **GENERAL**

32.04 An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

32.05 (a) NAV CANADA agrees to consult with ATSAC representatives in the establishment of shift schedules established in accordance with clause 32.03.

- (b) NAV CANADA agrees that, before a schedule of working hours is changed, the change will be discussed with the appropriate representative of ATSAC, if the change will affect a majority of the employees governed by the schedule.

32.06 Provided sufficient advance notice is given and with the approval of NAV CANADA, employees may exchange shifts if there is no increase in cost to NAV CANADA. Once an exchange of shifts has been approved, it will be the responsibility of the employees involved to report for duty in accordance with

the approved exchange. Penalties and costs identified under Article 32 will not apply as a result of a shift exchange.

32.07 An employee's shift schedule shall cover a period of at least fifty-six (56) days and shall be posted fifteen (15) days in advance of its starting date. Every reasonable effort will be made by NAV CANADA to minimize changes to an employee's days of rest. If an employee is given less than ten (10) days' advance notice of a change in his or her shift schedule, he or she will receive a premium rate of time and one-half (1 1/2) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid for at the hourly rate of pay. Such employee shall retain his or her previously scheduled days of rest next following the change or if worked, such days of rest shall be compensated in accordance with the overtime provisions of this Agreement.

### **Overtime**

- 32.08 (a) "overtime" means in the case of a full-time employee authorized work performed in excess of his or her normal scheduled hours of work;
- (b) "time and one-half" means one and one-half (1 1/2) times the hourly rate of pay;
- and
- (c) "double time" means twice (2) the hourly rate of pay.

### **Assignment of Overtime Work**

- 32.09 Subject to operational requirements of the service, NAV CANADA shall make every reasonable effort:
- (a) to allocate overtime work on an equitable basis among readily available qualified employees,
- and
- (b) to give employees who are required to work overtime adequate advance notice of this requirement.

### **Overtime Compensation**

32.10 Each six (6) minute period of overtime shall be compensated for at the following rates:

- (a) time and one-half (1 1/2), except as provided for in paragraphs 32.10(b), (c) or (d);
- (b) double time (2) for all hours of overtime worked in excess of eight (8) consecutive hours of overtime in any contiguous period;
- (c) on a day of rest double (2) time for all hours worked in excess of eight (8) hours for that day;
- (d) double time (2) for all hours worked on a second or subsequent day of rest in an unbroken series of consecutive and contiguous days of rest, provided the employee has worked and has received time and one-half (1 1/2) his or her straight-time hourly rate on a day of rest in that series.

For purposes of this sub-clause, overtime work on a first day of rest of two (2) hours or less contiguous to the employee's regular shift, shall not qualify an employee for double time payment on a second or subsequent day of rest.

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

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

or

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

shall be reimbursed for one meal, except where free meals are provided, at a rate equivalent to the lunch allowance as provided under the current Travel Guidelines. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that he or she may take a meal break, either at or adjacent to his or her place of work. This clause shall not apply to an employee who is in travel status which entitles him or her to claim expenses for lodging and/or meals.

- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided for in (a) above, he or she shall be reimbursed for one additional meal at a rate equivalent to the lunch allowance as provided under the current Travel Guidelines, except where free meals are provided. Reasonable time with pay, to be determined by management, shall be allowed the employee in

order that he or she may take a meal break, either at or adjacent to his or her place of work. This clause shall not apply to an employee who is in travel status which entitles him or her to claim expenses for lodging and/or meals.

32.12 (a) Overtime shall be compensated in cash, except where upon request of an employee and with the approval of NAV CANADA, overtime shall be compensated by paid time off computed at the same premium rate as the overtime.

(b) If any compensatory time earned cannot be liquidated by the end of the fiscal year it will be paid off at the employee's hourly rate of pay.

### **Rest Periods - Operating Employees<sup>5</sup>**

32.13 Where operational requirements permit, NAV CANADA will provide operating employees with meal and relief breaks.

32.14 When an employee is required to work either contiguous or non-contiguous overtime, time spent by the employee reporting to or returning from work shall not constitute time worked.

32.15 NAV CANADA will endeavour to make cash payments for overtime during the month following that in which the credits were earned.

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<sup>5</sup> Also see LOU 9

## ARTICLE 33

### TRAVEL

#### 33.01 Method of Travel

Where an employee is required by the Company to travel to or from his or her work location as normally defined by the Company, the method of travel shall be determined by the Company.

#### 33.02 Compensation

When required to travel by the Company using the method determined by it, the employee will be compensated in the following manner:

- (a) On a normal working day on which he or she travels but does not work, the employee shall receive his or her regular pay for the day;
- (b) On a normal working day on which he or she travels and works, the employee shall be paid:
  - (i) his or her regular pay for the day for a combined period of travel and work; and
  - (ii) at the applicable overtime rate for additional travel time in excess of the employee's regularly scheduled hours of work, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the applicable overtime rate in any day;
- (c) On a day of rest or on a general holiday, the employee shall be paid at the applicable overtime rate for hours travelled, to a maximum of ten (10) hours' pay at the applicable overtime rate;
- (d) Travel time shall be compensated in cash except where, upon request of an employee, and with the approval of the Company, travel time shall be compensated by leave with pay. The duration of such leave shall be equal to the travel time multiplied by the appropriate rate of payment and payment shall be based on the employee's hourly rate of pay in effect on the date immediately prior to the day on which the leave is taken;



- (e) If any lieu time earned cannot be liquidated by the end of the fiscal year, then payment in cash will be made at the employee's then current rate of pay.

### **33.03 Conditions**

The travelling time for which an employee shall be compensated is as follows:

- (a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Company.
- (b) For travel by private means of transportation, the normal time as determined by the Company, to proceed from the employee's place of residence or work place, as applicable, direct to his or her destination and, upon his or her return, direct back to his or her residence or work place.

### **33.04 Employee Request**

- (a) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Company may authorize such alternate arrangements in which case compensation for travelling time and expenses shall not exceed that which would have been payable under the Company's original determination. The employee's request will not be arbitrarily refused.
- (b) Employees using privately-owned transportation will be reimbursed at the Company's requested rate and in accordance with the NAV CANADA Travel Guidelines.

### **33.05 Courses**

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

### **33.06 Enroute Stops**

Travel time shall include time necessarily spent at each stop over en route, provided such stop over is not longer than three (3) hours.

## ARTICLE 34

### CALL-BACK AND REPORTING PAY

34.01 If an employee is called back to work and reports to work:

- (a) on a general holiday which is not his or her scheduled day of work,  
or
- (b) on his or her day of rest,  
or
- (c) after he or she has completed his or her work for the day and has left his or her place of work and returns to work, he or she shall be entitled to the greater of:
  - (i) the appropriate compensation as specified in Article 27 or Article 32, whichever is applicable, for any time worked,  
or
  - (ii) a minimum of three (3) hours' pay at the applicable overtime rate.

34.02 (a) When an employee is recalled to work overtime under the conditions described in clause 34.01, 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 NAV CANADA Travel Guidelines.

- (b) Other than when required by the Company to use a vehicle of the Company for transportation to a work location other than his or her normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

## ARTICLE 35

### PREMIUMS AND ALLOWANCES

#### 35.01 Shift Premium

An employee working rotating or irregular shifts will receive a shift premium of one dollar (\$1.00) per hour for all hours worked, including overtime hours, during the period between 16:00 and 08:00 local time.

#### 35.02 Weekend Premium

- (a) Employees shall receive an additional premium of seventy-five cents (75¢) per hour for work on a Saturday and/or Sunday for hours worked as stipulated in (b) below.
- (b) Weekend premium shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.

#### 35.03 On-the-Job Training Allowance

When a Flight Service Specialist (FSS) in an operating unit is assigned to provide on-the-job training to an FSS who requires training to operate at that unit, the trainer shall be entitled to receive \$4.25 for each complete hour during which he or she provides such training.

#### 35.04 AWBS Allowance

- (a) An employee who successfully completes the required training and who is assigned to provide Aviation Weather Briefing Services (AWBS) at a station designated by the Company to provide that service shall be entitled to an Aviation Weather Briefing Services allowance in the amount of \$2,000.00 per year which shall be paid on the same basis as that for the employee's regular pay.
- (b) The allowance will be paid for each month during which the employee assigned to provide AWBS receives a minimum of seventy-five (75) hours' pay at a station to which AWBS applies.
- (c) An employee relocated from a designated AWBS station to another station designated to provide AWBS will continue to be paid the AWBS allowance while completing the Station Qualification Training Program.

- (d) The AWBS allowance will continue to be paid to an employee who is temporarily assigned to a position to which an AWBS allowance does not apply up to a maximum of one hundred and twenty (120) days.
- (e) The AWBS allowance shall not form part of an employee's salary for the purpose of this agreement.
- (f) When the Company determines that a Flight Service Specialist in a non-operating position is required to take AWBS training and apply the knowledge and skills in his or her position, he or she shall receive an allowance in the amount of fifty percent (50%) of the established AWBS allowance as per Article 35.04 (a).

### **35.05 Standby**

- (a) Where the Company requires an employee to be available on standby during off-duty hours, such employee shall be entitled to a standby payment of \$13.00 for each eight (8) consecutive hours or portion thereof that he or she is designated as being on standby on any workday, general holiday or day of rest.
- (b) An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby, the Company will endeavour to provide for the equitable distribution of standby duties.
- (c) No standby payment shall be granted if an employee is unable to report for duty when required.
- (d) An employee on standby who is called in to work and who reports for work shall be compensated in accordance with the call-back provisions of this Agreement.

## ARTICLE 36

### SEVERANCE PAY

36.01 Under the following circumstances and subject to clauses 36.03 and 36.04, an employee shall receive severance benefits calculated on the basis of his or her weekly rate of pay:

(a) **Lay-Off**

- (i) On the first lay-off, at the expiry of the twelve (12) month recall period, two (2) weeks' pay for the first complete year of continuous employment with the Company since November 1, 1996, and one (1) week's pay for each additional complete year of continuous employment with a maximum benefit of thirty (30) weeks' pay;
- (ii) On second or subsequent lay-off, at the expiry of the twelve (12) month recall period, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-nine (29) weeks' pay, less any period in respect of which he or she was granted severance pay under 36.01 (a) (i) above;
- (iii) Designated continued employees are entitled only to the severance provisions outlined in clause 36.01 (a) (ii) above.

(b) **Retirement**

On retirement, when an employee is entitled to retirement benefits under the Company's pension plan or entitled to an immediate annuity or entitled to an immediate annual allowance under the Public Service Superannuation Act, one week's pay for each year of continuous service (in the case of a partial year of continuous employment one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365) with the Company since November 1, 1996 with a maximum benefit of thirty (30) weeks' pay.

(c) **Death**

If an employee dies, there shall be paid to his or her estate, one (1) week's pay for each complete year of continuous employment to a

maximum of thirty (30) weeks' pay regardless of any other benefit payable.

### **36.02 Part-Time Employees**

Where the period of continuous service in respect of which severance benefit is to be paid consists of both full and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows. The period of continuous service eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

### **36.03 Weekly Rate of Pay**

The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for his or her substantive position on the date of the termination of his or her employment.

### **36.04 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. Under no circumstances shall the maximum severance pay provided under this Article be pyramided.

## ARTICLE 37

### PART-TIME EMPLOYEES

#### 37.01 Definition

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

#### 37.02 General

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

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

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

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

37.06 Leave will only be provided:

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

or

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

#### General Holidays

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

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

37.08 When a part-time employee is required to work on a day which is prescribed as a general holiday for a full-time employee in clause 27.01 of the agreement, the employee shall be paid in accordance with Article 27 of this agreement.

37.09 A part-time employee who reports for work as directed on a day which is prescribed as a general holiday for a full-time employee in clause 27.01 of the Agreement, shall be paid for the time actually worked in accordance with 37.08, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

**37.10 Overtime**

Overtime means authorized work performed in excess of the normal daily or weekly hours of work of a full-time employee, as specified by this Agreement, but does not include time worked on a holiday.

37.11 Subject to 37.10 a part-time employee who is required to work overtime shall be paid overtime as specified by the Agreement.

**37.12 Call-Back and Reporting Pay**

When a part-time employee meets the requirements to receive call-back pay in accordance with Article 34 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of three (3) hours pay at the applicable overtime rate.

**37.13 Bereavement Leave**

Notwithstanding 37.02, there shall be no prorating of a "day" in clause 30.02 Bereavement Leave With Pay.

**37.14 Vacation Leave**

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

- (a) six percent (6%) of regular straight time wages earned during the pay period if the employee is entitled to three (3) weeks vacation;



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

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

- (a) three (3) weeks, if the employee has less than eight (8) years of continuous employment;
- (b) four (4) weeks, if the employee has completed eight (8) or more years but less than nineteen (19) years of continuous employment;
- (c) five (5) weeks, if the employee has completed nineteen (19) or more years but less than twenty-nine (29) years of continuous employment;  
or
- (d) six (6) weeks, if the employee has completed twenty-nine (29) or more years of continuous employment.

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

## **ARTICLE 38**

### **STAFFING**

#### **38.01 Principles Applicable to Staffing Provisions**

When staffing, unless provided otherwise in this Agreement, the staffing provisions in this Article apply to any new position within the bargaining unit and to any position within the bargaining unit that is vacant for a period in excess of twelve (12) months. The following principles apply to the staffing process:

- (a) where practical, staffing of positions shall be from within the bargaining unit; and
- (b) subject to (a), any external hiring will be limited to entry level positions.

#### **38.02 Determination of Position Requirements**

The Company shall determine the position requirements for a position using reasonable selection standards, medical requirements, security requirements, linguistic requirements, any bona fide occupational requirements and accreditation.

#### **38.03 Order of Staffing**

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

- (a) Seniority Bid Program - operational non-supervisory positions at designated AWBS locations and other locations listed in the Letter of Understanding LOU No. 4, as set out in Article 38.04;
- (b) Transfers as set out in Article 38.05;
- (c) Priority placements as set out in Article 38.06;
- (d) Assignment of Trainees as set out in Article 38.07;
- (e) Mandatory transfers as set out in Article 38.08;
- (f) Staffing of Team Leader and non-operational positions through the selection process as set out in Article 38.09.

### 38.04 Seniority Bid Program - Operational Non-Supervisory Positions

In staffing an operational non-supervisory position, the following Seniority Bid Program for training opportunities shall apply.<sup>6</sup> The conditions of the program are as follows:

(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.

(b) **Contents of Posting**

A job posting for an operational non-supervisory position shall include the following information:

- (1) position title, classification and location;
- (2) essential qualifications (including any medical, linguistic requirements or security clearance required);
- (3) area of selection;
- (4) salary range;
- (5) summary of duties of the position;
- (6) particular working conditions such as any shift work or need to travel;
- (7) closing date of competition;
- (8) name, address and phone number of person to whom the application should be directed;
- (9) that Statements of Qualifications for the position are available on request; and
- (10) that applications must be transmitted by midnight on the closing date.

(c) **Area of Selection**

- (i) the Seniority Bid Program applies only in the region where the vacant position occurs;

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<sup>6</sup> Also see LOU No. 4

- (ii) for the purposes of the area of selection, employees at NCTI or the Company Head Office shall be deemed to be in the region concerned.

(d) **Active Bids**

The Company need not consider more than two (2) active bids from an employee at any one time.

(e) **Training Opportunities**

- (i) The Seniority Bid Program is limited to training opportunities by way of a training program for a vacant or new position;
- (ii) A training program shall consist of a Company approved theoretical, simulation and/or on the job training or instruction required to qualify for an operational non-supervisory position.

(f) **Eligibility**

- (i) The Company shall not be required to consider the candidature of an employee when the training program for the vacant position is to begin within three (3) years, or one year in the case of an employee assigned under Article 38.08, of any one of the following dates:
  - (a) the date the candidate completed formal training at his or her present position; or
  - (b) the date the candidate withdrew following his or her acceptance for a formal training opportunity under the present program; or
  - (c) the date on which the candidate's training was terminated for failing to successfully complete any phase in a similar training opportunity;
- (ii) In the case of a candidate from a Class II Isolated Post or a Class I Isolated Post, the three year restriction shall be replaced by two years and one year respectively;
- (iii) The candidature of employees in management positions shall not be considered unless the employee is on a temporary assignment from the bargaining unit as a manager and the assignment is not to exceed one year;

- (iv) An employee temporarily assigned to another location shall, for the purposes of the Seniority Bid Program, be deemed assigned to the position and location from which he or she was assigned;
- (v) The Company may, under exceptional circumstances, waive, after consultation with the Association, the restrictions to eligibility outlined above;
- (vi) The Company shall not consider the candidature of an employee undergoing an initial unit qualification training program.

(g) **Deferred Training**

- (i) A training opportunity under the present Seniority Bid Program may be deferred by the Company if the number of remaining qualified FSS employees at the successful candidate's location is less than eighty-five percent (85%) of the staffing requirement rounded up to the next employee, or if the number of remaining qualified FSS employees is more than one employee below the staffing complement in a location where the operational staffing requirements are six (6) or less;
- (ii) When training is deferred, the Company and the Association shall, within thirty (30) days, meet to agree upon an action plan prepared by the Company to ensure that the successful candidate is released for training at the earliest possible time.

(h) **Selection**

The Company shall select for training from among the eligible candidates, the senior qualified employee.

**38.05 Transfers**

If, following the application of Article 38.04 the vacancy remains, or in staffing positions not subject to Article 38.04, the Company shall transfer employees in accordance with the following:

- (a) in filling a vacant or new operational non-supervisory position, the Company may transfer an employee to a position at the same, higher or lower level; or
- (b) in filling a vacant or new position other than specified in (a), the Company may transfer an employee to a position at the same or lower level; and

- (c) in the case of transfer, the employee may refuse the assignment.

### **38.06 Priority Placement**

If following the application of Article 38.04 or Article 38.05 the vacant or new position still remains to be filled, the Company shall seek to fill the vacant position by an employee eligible for priority placement.

The Company 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, the Company shall apply the process on a regional basis.

Priority Placement shall be carried out in the following order:

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

Employees shall be considered for positions at the same or lower level than that of the vacant position, except for operational non-supervisory levels which may be at the same, lower, or higher level.

#### **Duration of Priority Placement Lists**

- (1) In the case of a leave of absence, employees remain on the list for twelve (12) months following the expiry of their leave.
- (2) In the case of surplus employees, they remain on the surplus list for the duration of their surplus period.
- (3) In the case of recall list (lay-off), employees remain on the recall list for twelve (12) months.

### **38.07 Assignment of Trainees**

In the event that the new or vacant position has not been filled in accordance with Articles 38.04, 38.05 and 38.06, the Company may assign a trainee having completed basic training, to his or her initial assignment, or assign a rehired FSS employee meeting basic qualifications to his or her initial assignment.

### 38.08 **Mandatory Transfers**

If the Company is unable to fill the vacant or new operational, non-supervisory position using the above staffing methods, the Company may transfer an employee under the following conditions:

- (a) the employee must have less than seven (7) years of seniority. employees hired before July 11, 1994 will be deemed for the purposes of this paragraph, to have seven (7) years or more of seniority;
- (b) the employee's position must be at a level equal to or lower than the level of the new or vacant position; and
- (c) the employee who is unsuccessful in the training at the new location shall be returned to an available position at an equivalent level to the position from which the employee is transferred.

### 38.09 **Staffing of Team Leader and Non-Operational Positions through the Employee Selection Process**

In the event that a new or vacant supervisory or non-operational position has not been filled in accordance with Articles 38.05 and 38.06, the following conditions shall apply:

(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.

(b) **Information**

The posting shall include the following information:

- (1) position title, classification and location;.
- (2) essential qualifications (including any medical, linguistic requirements or security clearance required);
- (3) area of selection;
- (4) salary range;
- (5) summary of duties of the position;
- (6) particular working conditions such as any shift work or need to travel;

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

(c) **Eligible Employees**

All employees are eligible to compete for positions where the following conditions are met:

- (i) the employee occupies a position in the area of selection included on the posting;
- (ii) the employee has not exercised return rights from a non-operational position at the same level during the preceding thirty six (36) months.

(d) **Selection under the Employee Selection Process**

The qualified candidate who best meets the position requirements shall be selected. When two (2) or more qualified candidates are relatively equal, the senior candidate will be selected.

(e) **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.

### 38.10 Return Rights

Unless specified otherwise in the present Article, the return rights are governed by the following:

- (a) A successful candidate for a non-operational position under Article 38.09 the Employee Selection Process, shall have a sixty (60) day period of "return rights" following his or her reporting date to the new position.
- (b) A successful applicant under the Seniority Bid Program Article 38.04, or an employee assigned under Article 38.05 Transfer, or an



employee assigned to a Team Leader operational position under Article 38.09 shall retain his or her position during training. Any such return rights shall be extinguished at the date on which the successful applicant qualifies in the new position.

- (c) Return rights shall be subject to the following:
  - (i) the return rights period may be extended by mutual agreement
  - (ii) no relocation expenses shall be paid during the return rights period unless mutually agreed otherwise. In the latter case the return rights shall be extinguished;
  - (iii) the employee shall receive travel expenses during the return rights period.

### **38.11 Advice to Employee**

An employee assigned under the staffing process as set out in this Article shall be advised in writing of the commencement date and duration of any training or, in the absence of any training requirement, a familiarization period and the date the employee is to begin performing the duties of the position.

The date of reporting to the location shall not be less than fifteen (15) days from the date the employee was advised of his or her selection, unless mutually agreed upon otherwise. In the case of a mandatory transfer, the reporting date shall not be less than thirty (30) days from the date the employee was so advised. A request for an extension beyond the thirty (30) days shall not be unreasonably denied.

### **38.12 Salary Adjustment**

- (a) An employee assigned to a position at the same or higher level, or for training under Article 38.04, shall continue to be paid at his or her level until such time as the employee successfully completes training, at which time, the employee's salary shall be maintained or adjusted, whichever is the case;
- (b) If the assignment is to a lower level position, or for training at a lower level under Article 38.04, the employee shall be paid at the lower level and his or her salary adjusted accordingly as of the reporting date.

### **38.13 Travel and Relocation Expenses**

Employees assigned under this Article to positions or training in new locations shall be eligible for authorized travel or relocation expenses, or

both as the case may be, in accordance with the NAV CANADA Travel and Relocation Guidelines.

#### **38.14 Security Clearance**

If security clearance is required for the new assignment and has not been received, the higher ranked candidate may be bypassed if there is more than one position at the location, provided that a vacant position will be reserved until the security clearance has been received or denied.

#### **38.15 Positions Not Subject to Staffing Procedures**

Positions to be filled while the incumbents are absent for whatever reason and where they retain return rights, shall not be subject to staffing procedure under the present Article. However, if the assignment of an employee to a temporary vacancy extends beyond twelve (12) months, the Company shall consult with the Association.

#### **38.16 Projects and Temporary Positions**

The positions referred to in Article 38.15 and temporary positions required for special projects and urgent temporary needs may be filled at the Company's discretion by regular or temporary employees. However, if the assignment extends beyond twelve (12) months, the Company shall consult with the Association.

#### **38.17 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 the Company in writing of his or her desire to return to work.

#### **38.18 Level Changes**

- (a) In the event that a position at a given location is modified to the extent that an increase in level is required, the employee presently filling the position, if qualified, may be assigned to the higher level. If necessary, the employee may be provided with a familiarization period. In the event that additional training is required, the assignment to the higher position shall not be effective until the employee has successfully completed the required training. If the employee is unsuccessful, he or she shall be eligible for reassignment under Article 38.06 Priority Placements.
- (b) In the event that the modification 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 42 Employment Security. In the former case, the employee's salary shall be maintained until such time as the pay scale of the new level reaches or exceeds the employee's current salary.

### **38.19 Classification System <sup>7</sup>**

If, during the life of the present Collective Agreement, the Company introduces a new classification system and standards and once it is agreed to by the Company and the Association, it shall form the basis for joint consultation for the purposes of its implementation and determination of appropriate annual rates of pay (Appendix "A"). Any disagreement between the Company and the Association concerning its application as it relates to salaries shall be subject to the grievance and arbitration procedure. Until such time as any new classification system and standards have been implemented and the salary structure determined, the classification system and standards existing upon signature of the Collective Agreement shall remain in place.

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<sup>7</sup> Also see LOU No. 17

## **ARTICLE 39**

### **PROBATION PERIOD**

#### **39.01 Probationary Period**

The employee, from the date of hire or the date an ab initio trainee graduates following his or her successful completion of the Flight Service Specialist course given by the NAV CANADA Training Institute, or the abbreviated Gander Unit Specific Training program, and reports to his or her assigned location, shall be deemed a probationary employee until such time as the employee has completed twelve (12) months of continuous service. Absences from work for whatever reason exceeding thirty (30) days shall not be counted for the purpose of completing the twelve (12) months probationary period.

#### **39.02 Release of Probationary Employees**

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

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

#### **39.03 Second Language Proficiency**

Notwithstanding paragraph 39.01, an employee hired on the basis that he or she will acquire a second official language during employment will be deemed to be on probation until such time as the employee has successfully met the condition. In this case the Company may extend the probationary period by a period equivalent to the accumulated regular work time taken by the employee in language training.

#### **39.04 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.

### **39.05 Accumulation of Seniority**

Once the probationary period is successfully completed, the employee's seniority shall be retroactive to the date the employee was hired, or if an ab initio trainee, the date he or she graduated following his or her successful completion of a Flight Service Specialist course given by the NAV CANADA Training Institute or the abbreviated Gander Unit Specific Training (GUST) program.

### **39.06 Ab Initio Trainees**

Ab initio trainees who have not graduated from a Flight Service Specialist course given by the NAV CANADA Training Institute or the abbreviated Gander Unit Specific Training (GUST) program shall not be governed by the present Collective Agreement.

## ARTICLE 40

### SENIORITY

#### 40.01 Seniority

Subject to paragraph 40.02, Company seniority is defined as follows:

- (a) Seniority is the continuous service of an employee with the Company from his or her last date of hire or, in the case of an ab initio trainee, the date the trainee graduates as a Flight Service Specialist following his or her successful completion of the flight service specialist course given by the NAV CANADA Training Institute, or the abbreviated Gander Unit Specific Training (GUST) program.
- (b) The seniority of a “designated” continued employee shall be the employee’s continuous service with the Company in addition to his or her 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.1) as at November 1, 1996. It is agreed that the continuous employment of these “designated” employees referred to above who were employed in any department or organization mentioned in any version of Part 1, Schedule I under the said Act prior to November 1, 1996 shall be covered.
- (c) In the event of identical seniority dates, the order of seniority shall be determined by a random draw, the mechanics of which shall be determined by the parties at the time the situation arises.

#### 40.02 Seniority for the purpose of Article 38 - Staffing shall be as follows:

- (a) Seniority is the continuous service of an employee with the Company as a Flight Service Specialist. In the case of “designated” continued employees, seniority shall also include all service with Transport Canada as a Flight Service Specialist.
- (b) For the purpose of the accumulation of seniority, it is agreed that Coast Guard (RO) time accumulated by “designated” continued employees while in the employ of Transport Canada shall be counted. In these cases where the Coast Guard Course was taken prior to the Flight Service Specialist Course, seniority will be based on the graduation date of the Coast Guard Course.
- (c) When two or more employees have the same seniority, the procedure for establishing their relative seniority shall be as follows:

- (i) the employees' total service including Federal Public Service and Canadian Armed Forces time will be used;
- (ii) all other things being equal, seniority of the tied employees will be determined by a random draw.

It is understood that if a tie-breaking procedure is used, it will not have the effect of extending seniority of those employees.

Any break in service from employment as a Flight Service Specialist will not be counted in the computation of Seniority. However, an employee shall continue to accumulate seniority during any period where he or she performs Company duties, the majority of which are related to Flight Service Specialist services.

#### **40.03 Seniority Lists**

The Company shall prepare seniority lists under paragraph 40.01 and 40.02 and provide the lists to the Association, while making them readily accessible to employees in the bargaining unit, within ninety (90) days of the signing of the Collective Agreement. Any proposed change to the seniority of an employee on the seniority lists must be submitted to the Company by or on behalf of the employee affected within the following ninety (90) days. Final lists shall be prepared and agreed upon and shall form the basis for subsequent seniority lists. The Company shall provide the Association with revised lists every six (6) months thereafter.

#### **40.04 Accumulation of Seniority**

An employee shall continue to accumulate seniority during:

- (i) absence due to industrial or non-industrial accident or illness;
- (ii) lay-off until the right of recall expires;
- (iii) paid leaves of absence provided for under the present Collective Agreement;
- (iv) leave of absence for union business;
- (v) maternity and parental leave;
- (vi) unpaid authorized leave of absence.

In the case of paragraph (vi), seniority shall only continue to accumulate for a maximum period of twelve (12) consecutive months.

#### **40.05 Loss of Seniority**

Seniority shall be lost and employment shall cease 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 named under the Grievance and Arbitration procedure;
- (b) retires;
- (c) voluntarily resigns from the Company;
- (d) on the recall list fails, without valid reason, to report to work within five (5) days following the sending of a written notice of recall to the employee's last known address;
- (e) is laid off for a period of twelve (12) months;
- (f) fails, without valid reason, to return to work from an authorized leave of absence for a period of five (5) consecutive days following the expiry of such leave;
- (g) is subject to lay-off and accepts in writing any Company departure incentive program which may have been offered to the employee.

#### **40.06 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, at which time seniority accumulated shall be maintained.

#### **40.07 Seasonal and Part-Time Employees**

Seasonal and part-time employees shall accumulate seniority on the basis of time worked by the employee.



## ARTICLE 41

### STATEMENT OF DUTIES<sup>8</sup>

41.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, including the classification level and the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization.

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<sup>8</sup> Also see LOU No. 1

**ARTICLE 42**  
**EMPLOYMENT SECURITY**<sup>9</sup>

**42.01 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 the Company identifies potential job displacement situations it shall notify the Association at the national level in writing at the earliest possible opportunity. This does not preclude discussions at the regional level prior to national notification. The written notice shall contain the following:
  - 1. the nature of the change;
  - 2. the anticipated date(s) on which the Company plans to effect the change;
  - 3. the location(s) involved;
  - 4. the approximate number of employees likely to be affected by the change.

**42.02 Meaningful Association /Company National Consultation**

Meaningful Association / Company National consultation shall begin:

- (a) following notice to the Association of potential job displacement, and not less than thirty (30) days prior to any letters of vulnerability being given to any employee;
- (b) with the intent to minimize adverse consequences of job displacement, and resolve surplus situations without lay-off, through the possible development of a human resource transition plan. Any human resources plan so developed shall be provided to the Association. Areas of consideration at a local, regional and in certain

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<sup>9</sup> Also see LOU 19

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 vacant positions at equivalent levels, and retraining;
3. alternate work arrangements, including job sharing and part-time;
4. leaves of absence;
5. seeking voluntary separation through the NAV CANADA Departure Incentive Program.<sup>10</sup>

#### **42.03 Opportunities for Employees to be Considered for Other Employment Vacancies Within the Company**

The following provisions shall apply to affected employees:

- (a) vulnerable employees will be sent formal notice of their vulnerable status and options<sup>11</sup> will be explored with the employee on an individual basis and such discussions shall take place within thirty (30) days of receipt of notice;
- (b) the employee shall receive a formal notice of surplus status at least six (6) months prior to lay-off date (surplus period), copied to the National Association; and
- (c) the Company, upon request, shall provide employees with financial and pension counseling during this period;
- (d) in the event that two (2) or more employees at the same level and location are vulnerable or surplus and all cannot be assigned under the present article or Article 38.06 - Priority Placements, lay-off shall be by reverse order of seniority.
- (e) if the Company and the employee have been unsuccessful in finding an appropriate job opportunity within the Company at the end of the surplus period, the employee may choose lay-off with recall rights, or accept the NAV CANADA Departure Incentive Program. The Company reserves the right to offer payment under the Departure Incentive Program during the surplus period. An employee with fifteen

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<sup>10</sup> Also see LOU No. 15

<sup>11</sup> Also see LOU No. 11 Article 42 Employment Security - Displacement.

(15) or more years of seniority shall not be required to accept an assignment that would require the employee to relocate. In this last case if the employee refuses the assignment he or she shall remain eligible for the NAV CANADA Departure Incentive Program or lay-off with recall rights.

An employee who accepts the NAV CANADA Departure Incentive Program and ceases to be an employee of the Company prior to the end of his or her surplus period, shall receive an indemnity in lieu of the balance of the six (6) months surplus notice period.

#### **42.04 Decline of Reassignment or Departure Incentive**

An employee who declines a reassignment other than an employee with fifteen (15) or more years of seniority referred to in paragraph 42.03(e), or who, at the end of the surplus period, refuses the offer of the NAV CANADA Departure Incentive Program, shall be laid off and his or her name shall be inscribed on a recall list.

#### **42.05 Position Exchange Provision**

In surplus situations the Company, 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, the position, level and requirements, its location and costs. The employee accepting termination shall be entitled to the NAV CANADA Departure Incentive Program.

#### **42.06 Unsuccessful in Training**

A vulnerable or surplus employee unsuccessful in training for a new assignment shall be eligible for the option provided for in paragraph 42.03(e) above. In this case, the training period is deemed to be included in the surplus period. However, if the training period extends beyond the surplus period, the notice of surplus is deemed to have been extended.

If the employee decides to remain with the Company during the balance of his or her surplus period, the employee shall remain eligible for a position assignment under the original plan.

#### **42.07 Employment Ceases**

An employee who accepts payment under the NAV CANADA Departure Incentive Program, or who refuses recall under paragraph 42.09 or who is not recalled to work during a period of twelve (12) months from the date of lay-off, shall cease to be an employee of the Company.

#### **42.08 Lay-off while on Leave**

No employee shall be declared surplus or laid off while in receipt of benefits under Article 28 or on an authorized leave of absence.

#### **42.09 Recall**

Recall to a vacant position shall be by order of seniority among the qualified laid off employees in accordance with Article 38.06 - Priority Placements.

A reasonable period of training shall be afforded a recalled employee to enable that employee to certify at the assigned unit. However, a recalled employee who is unsuccessful in training shall be laid off. In this case, the original recall period shall not be extended.

#### **42.10 Recall List**

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

#### **42.11 Travel and Relocation Expenses**

Employees assigned to positions under the present Article including recall who require relocation, shall be eligible for authorized travel and relocation expenses in accordance with the NAV CANADA Joint Council Travel and Relocation Guidelines.

#### **42.12 Application of Collective Agreement to Laid Off Employees**

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

#### **42.13 Incumbent Rights**

An employee who occupies a unilingual position that the Company 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 the Company or through statutory requirements, shall be entitled to reassignment to a position at the same level in the region with relocation expenses. If no position at the same level in the region is available, the employee may elect to accept an assignment in another region with relocation expenses or accept the NAV CANADA Departure Incentive Program. The employee shall be considered a vulnerable or surplus employee for the purposes of the present Article.

Notwithstanding the above, language training under Article 14.03 shall be considered first.

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

An employee assigned to a position at a lower level under the present Article, Article 38.18 Level Changes, or Article 38.06 Priority Placement, shall continue to receive his or her salary rate until such time as the salary rate for the lower position, through increments provided for under the present Collective Agreement, exceeds the salary rate the employee has been receiving. The present salary protection shall only apply as long as the employee remains in the lower position or in another position at the same or lower level if subsequently assigned under the present Article, Article 38.18 or Article 38.06.

#### **42.15 Contracting Out**

In the event the Company grants a contract and thereby creates a surplus situation, the employees affected shall be subject to the procedures provided for surplus employees in the present Article as well as Priority Placement under Article 38.06. Notwithstanding any restrictions under the present Article or Article 38.06 - Priority Placements, in assigning surplus employees to available positions, the surplus employees, regardless of level or location, shall be offered any available positions at the same or lower level either locally, regionally or nationally. Authorized relocation expenses shall be borne by the Company under the NAV CANADA Joint Council Travel and Relocation Guidelines.

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

## ARTICLE 43

### TECHNOLOGICAL CHANGE

- 43.01 Technological change has the same meaning as in the Canada Labour Code.
- 43.02 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Company's operations. Where technological change is to be implemented, the Company will seek ways and means of minimizing adverse effects on employees which might result from such changes.
- 43.03 The Company agrees, except in cases of emergency, to provide the Association with not less than one hundred and eighty (180) days' written notice of the introduction or implementation of technological change when it will result in significant changes in employment status or working conditions of the employees.
- 43.04 In cases where, as a result of technological change, a potential job displacement exists, the provisions of Article 42 shall apply.

In all other cases, where the introduction or implementation of the technological change will result in significant changes in the working conditions of a substantial number of employees the Company shall, within thirty (30) days of the notice given under Article 43.03, consult with the Association concerning the effects of the technological change. Such consultation shall include, but not necessarily be limited to the following:

- (a) the approximate number, class and location of employees likely to be affected by the change;
  - (b) the effect the change may be expected to have on the working conditions of employees.
- 43.05 When, as a result of technological change, the Company determines that an employee requires new skills or knowledge in order to perform the duties of his or her position, the provisions of Article 14 - Training shall apply.

## **ARTICLE 44**

### **AGREEMENT DURATION AND REOPENER CLAUSE**

44.01 This Agreement may be amended by mutual consent.

44.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed and shall remain in effect until April 30, 2001.



## LETTER OF UNDERSTANDING NO. 1

Mr. Ron Smith, President  
Air Traffic Specialist Association of Canada  
1785 Alta Vista Drive, Suite 103  
Ottawa, Ontario  
K1G 3Y6

Dear Mr. Smith:

Re: Organization Charts

Notwithstanding Article 41.01, Statement of Duties, of the Collective Agreement, it is understood that some organization charts are presently unavailable. However, the Company will endeavour during the twelve (12) months following the signing of the Collective Agreement, to complete them in order that they be available for the purposes of Article 41.01

Yours truly,

Received and Accepted by:

Tor Veltheim,  
Director, Human Resources Services  
and Labour Relations

Ron Smith  
President

## LETTER OF UNDERSTANDING NO. 2

Mr. Ron Smith, President  
Air Traffic Specialist Association of Canada  
1785 Alta Vista Drive, Suite 103  
Ottawa, Ontario  
K1G 3Y6

Dear Mr. Smith:

Re: Pay Administration - Article 31.03(a)

In order to determine the higher rate of pay under Article 31.03(a), the following procedure shall apply:

1. Determine the lowest pay increment between consecutive pay rates in the classification level of the position to which the employee is assigned;
2. Add to the employee's basic rate of pay the amount determined in sub-paragraph 1; and
3. Select the rate of pay in the pay range for the position to which the employee is assigned which is nearest to, but not less than, the rate calculated under sub-paragraph 2 above.

Yours truly,

Received and Accepted by:

Tor Veltheim,  
Director, Human Resources Services  
and Labour Relations

Ron Smith  
President

**LETTER OF UNDERSTANDING NO. 3**

Mr. Ron Smith, President  
Air Traffic Specialist Association of Canada  
1785 Alta Vista Drive, Suite 103  
Ottawa, Ontario  
K1G 3Y6

Dear Mr. Smith:

Re: Staffing - Article 38

Notwithstanding Article 38 Staffing, it is understood that under exceptional circumstances, and on a case-by-case basis, the Company, through its authorized representative, and with the agreement of the President of the Association or his or her authorized representative, may waive any or all of the provisions of the Staffing process.

Yours truly,

Received and Accepted by:

Tor Veltheim,  
Director, Human Resources Services  
and Labour Relations

Ron Smith  
President

## LETTER OF UNDERSTANDING NO. 4

Mr. Ron Smith, President  
Air Traffic Specialist Association of Canada  
1785 Alta Vista Drive, Suite 103  
Ottawa, Ontario  
K1G 3Y6

Dear Mr. Smith:

Re: Staffing - Seniority Bid Program - Article 38.04

The following locations shall be staffed in accordance with Article 38.04 - Seniority Bidding:

(a) **Present Designated AWBS Locations**

Halifax	Quebec	Buttonville	Whitehorse
St. John's	London	Edmonton	Winnipeg
Gatineau	North Bay ROCC	Regina	Yellowknife
Dorval	Sault Ste-Marie	Thunder Bay	Vancouver

Locations designated for AWBS service shall continue to fall under the Seniority Bid Program in the event this service is discontinued.

New locations designated for AWBS service shall fall under the Seniority Bid Program.

(b) **Other Locations**

Charlottetown	St. Catherines	Peace River	Williams Lake
Fredericton	Brandon	Red Deer	Castlegar
Saint John	Lethbridge	Saskatoon	Cranbrook
Mont-Joli	Medicine Hat	Springbank	Kamloops
Roberval	Fort St. John	Abbotsford	Nanaimo
Kingston	Grande Prairie	Campbell River	Penticton
			Victoria

The lists under paragraphs (a) and (b) shall be reviewed annually, and any changes shall be by agreement of both parties.

Yours truly,

Received and Accepted by:

Tor Veltheim,  
Director, Human Resources Services  
and Labour Relations

Ron Smith  
President

## LETTER OF UNDERSTANDING NO. 5

Mr. Ron Smith, President  
Air Traffic Specialist Association of Canada  
1785 Alta Vista Drive, Suite 103  
Ottawa, Ontario  
K1G 3Y6

Dear Mr. Smith:

Re: Career Development Leave With Pay - Article 29

Allowances presently being received by the employee for the purpose of Education Leave may, at the discretion of the Company, be continued during such leave. The employee shall be notified whether such allowances are to be continued in whole or in part.

Yours truly,

Received and Accepted by:

Tor Veltheim,  
Director, Human Resources Services  
and Labour Relations

Ron Smith  
President

## LETTER OF UNDERSTANDING NO. 6

Mr. Ron Smith, President  
Air Traffic Specialist Association of Canada  
1785 Alta Vista Drive, Suite 103  
Ottawa, Ontario  
K1G 3Y6

Dear Mr. Smith:

Re: Programs

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. Parking for Shift Workers
2. Home Ownership Assistance Program (old GHSP)
3. Home Equity Assistance Program
4. Self Funded Leave
5. Employee Assistance Programs
  - CISM (Critical Incident Stress Management FSS)
  - Counseling Services
  - NAV CANADA Occupational Health (NAVCOH) (Old ATCOH)

Others may be added to this list during the life of these negotiations.

Yours truly,

Received and Accepted by:

Tor Veltheim,  
Director, Human Resources Services  
and Labour Relations

Ron Smith  
President

## LETTER OF UNDERSTANDING NO. 7

Mr. Ron Smith, President  
Air Traffic Specialist Association of Canada  
1785 Alta Vista Drive, Suite 103  
Ottawa, Ontario  
K1G 3Y6

Dear Mr. Smith:

Re: Changing of Magnetic Tapes

An allowance of \$2.75 per day shall continue to be paid to an employee who is required to change tapes and clean recording heads on magnetic tape recording equipment.

Yours truly,

Received and Accepted by:

Tor Veltheim,  
Director, Human Resources Services  
and Labour Relations

Ron Smith  
President



## LETTER OF UNDERSTANDING NO. 8

Mr. Ron Smith, President  
Air Traffic Specialist Association of Canada  
1785 Alta Vista Drive, Suite 103  
Ottawa, Ontario  
K1G 3Y6

Dear Mr. Smith:

Re: General Holidays, Article 27

NAV CANADA agrees not to remove an employee from an officially posted schedule where that employee was scheduled to work on a given General Holiday or the day to which it was moved.

Yours truly,

Received and Accepted by:

Tor Veltheim,  
Director, Human Resources Services  
and Labour Relations

Ron Smith  
President

**LETTER OF UNDERSTANDING NO. 9**

Mr. Ron Smith, President  
Air Traffic Specialist Association of Canada  
1785 Alta Vista Drive, Suite 103  
Ottawa, Ontario  
K1G 3Y6

Dear Mr. Smith:

Re: Meal Breaks

The Parties agree that the current practices with respect to the one half (1/2) hour meal breaks shall continue for the life of the collective agreement.

Yours truly,

Received and Accepted by:

Tor Veltheim,  
Director, Human Resources Services  
and Labour Relations

Ron Smith  
President

## LETTER OF UNDERSTANDING NO. 10

Mr. Ron Smith, President  
Air Traffic Specialist Association of Canada  
1785 Alta Vista Drive, Suite 103  
Ottawa, Ontario  
K1G 3Y6

Dear Mr. Smith:

Re: Pensions

Members of the Air Traffic Specialist Association of Canada bargaining unit are entitled to the benefits of the NAV CANADA Pension Plan.

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

- (a) joint governance by the employer and employees
- (b) joint access to actuarial plan surpluses
- (c) joint responsibility for actuarial plan liabilities
- (d) appropriate contribution rate ratios

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

Yours truly,

Received and Accepted by:

Tor Veltheim,  
Director, Human Resources Services  
and Labour Relations

Ron Smith  
President

## LETTER OF UNDERSTANDING NO. 11

Mr. Ron Smith, President  
Air Traffic Specialist Association of Canada  
1785 Alta Vista Drive, Suite 103  
Ottawa, Ontario  
K1G 3Y6

Dear Mr. Smith:

Re: Article 42 Employment Security - Displacement

As discussed during negotiations, the Company agrees that during the life of the present Collective Agreement, Displacement as provided for below shall be one of the options to be considered under Article 42.03(a).

### **Displacement:**

A vulnerable employee who has not been offered an assignment under Article 42.03, and who is facing surplus or lay-off status after exhausting all possible alternatives under Article 42.02 (b) may displace the least senior employee on a national basis under the following conditions:

- (a) the vulnerable employee must meet the language requirements of the employee's position;
- (b) the vulnerable employee shall receive any additional training required for the replacement position;
- (c) once the vulnerable employee has assumed the functions of the displaced employee, he or she will cease to be a vulnerable employee, but shall remain eligible to reinstatement of his or her previous level under Priority Placement or may apply for a vacant position under Article 38, Staffing;
- (d) if the training is successful, the vulnerable employee shall be assigned to the replacement position and the provisions of Article 42.15 of the Collective Agreement shall apply;
- (e) if the training is unsuccessful, the vulnerable employee shall be considered as a surplus employee. If reassignment as a surplus employee is not possible, the provision of Article 42 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;

- (f) 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 Article 42 providing for the NAV CANADA Departure Incentive Program and lay-off shall apply, and
- (g) the vulnerable employee may only displace once in any displacement situation and such displacement shall not provoke any other displacements.

Yours truly,

Received and Accepted by:

Tor Veltheim,  
Director, Human Resources Services  
and Labour Relations

Ron Smith  
President

## LETTER OF UNDERSTANDING NO. 12

Mr. Ron Smith, President  
Air Traffic Specialist Association of Canada  
1785 Alta Vista Drive, Suite 103  
Ottawa, Ontario  
K1G 3Y6

Dear Mr. Smith:

Re: Arctic Work Week

As agreed to during negotiations, the Association and the Company shall file a joint application under Section 171 of the Canada Labour Code with regard to the continuing of the Arctic Work Week at the following sites:

- Iqaluit
- Kuujjuak
- Kuujjuarapik
- La Grande
- Rankin Inlet

It is agreed that the present list may be modified by mutual agreement of the parties.

Yours truly,

Received and Accepted by:

Tor Veltheim,  
Director, Human Resources Services  
and Labour Relations

Ron Smith  
President

**LETTER OF UNDERSTANDING NO. 13**

Mr. Ron Smith, President  
Air Traffic Specialist Association of Canada  
1785 Alta Vista Drive, Suite 103  
Ottawa, Ontario  
K1G 3Y6

Dear Mr. Smith:

Re: Workplace Amenities

Management agrees that the current practices with respect to the provision of workplace amenities, i.e. microwave ovens, toasters, etc., will not be changed for the life of the collective agreement.

Yours truly,

Received and Accepted by:

Tor Veltheim,  
Director, Human Resources Services  
and Labour Relations

Ron Smith  
President

## LETTER OF UNDERSTANDING NO. 14

Mr. Ron Smith, President  
Air Traffic Specialist Association of Canada  
1785 Alta Vista Drive, Suite 103  
Ottawa, Ontario  
K1G 3Y6

Dear Mr. Smith:

Re: List of Arbitrators

As per Article 17.12 the following list is identified as the initial list of arbitrators.

### **ATLANTIC**

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

### **ONTARIO**

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

### **PACIFIC**

BIRD, Richard W.  
CHERTKOW, Mervin I.  
HOPE, Allan

### **QUEBEC**

FOISY, Claude H.  
GRAVEL, Marc  
ROUSSEAU, Andre

### **WESTERN**

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

### **EXPEDITED**

KELLER, M. Brian

Yours truly,

Received and Accepted by:

Tor Veltheim,  
Director, Human Resources Services  
and Labour Relations

Ron Smith  
President



## LETTER OF UNDERSTANDING NO. 15

Mr. Ron Smith, President  
Air Traffic Specialist Association of Canada  
1785 Alta Vista Drive, Suite 103  
Ottawa, Ontario  
K1G 3Y6

Dear Mr. Smith:

Re: The NAV CANADA Departure Incentive Program

The Departure Incentive Program presented during current negotiations is incorporated as an attachment to this letter, and describes in general terms the program that will be in effect.

This Letter of Understanding and the attachment will expire on April 30, 2001.

However, if by April 30, 2001 the present Collective Agreement has expired and is not replaced and the conditions of work are then maintained under the Canada Labour Code, surplus employees during this period shall, notwithstanding the April 30, 2001 expiry date of this Letter of Understanding, remain eligible under the conditions described for in the Collective Agreement, for the above mentioned Departure Incentive Program.

Yours truly,

Received and Accepted by:

Tor Veltheim,  
Director, Human Resources Services  
and Labour Relations

Ron Smith  
President

**THE NAV CANADA DEPARTURE INCENTIVE PROGRAM  
APPLICABLE TO ATSAC MEMBERS**

**Purpose**

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

**The Departure Incentive Program Compensation Package**

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

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

<b>Age or years of service criteria</b>	<b>DIP Compensation</b>
More than fifty-four years but less than fifty-five years	58 weeks
“ “ “ “ “ >55 “ <56	56 weeks
“ “ “ “ “ >56 “ <57	54 weeks
“ “ “ “ “ >57 “ <58	52 weeks
“ “ “ “ “ >58 “ <59	50 weeks
“ “ “ “ “ >59 “ <60	49 weeks
Over five years service and over 60	48 weeks

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

### **Other Benefits**

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

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

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

- 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.
- continued coverage under the NAV CANADA Health Care and Dental Care plans for a period of three months after termination at normal employee rates.
- up to \$7,000 for financial planning, tax advice, re-education and other transition assistance.

This Letter of Understanding will expire on April 30, 2001.

**LETTER OF UNDERSTANDING NO. 16**

Mr. Ron Smith, President  
Air Traffic Specialist Association of Canada  
1785 Alta Vista Drive, Suite 103  
Ottawa, Ontario  
K1G 3Y6

Dear Mr. Smith:

Re: Vacation Leave Scheduling – Article 26

Management will continue to consult with local union representatives over vacation leave scheduling and shall maintain the relationship between staffing levels within the parameters of service requirements and summer leave availability.

This Letter of Understanding will expire on April 30, 2001.

Yours truly,

Received and Accepted by:

Tor Veltheim,  
Director, Human Resources Services  
and Labour Relations

Ron Smith  
President

## LETTER OF UNDERSTANDING NO. 17

Mr. Ron Smith, President  
Air Traffic Specialist Association of Canada  
1785 Alta Vista Drive, Suite 103  
Ottawa, Ontario  
K1G 3Y6

Dear Mr. Smith:

Re: Classification Review

Notwithstanding Article 38.19 of the Collective Agreement, it is the Company's intention to initiate a review of the bargaining unit classification standard during the life of the present agreement. It is understood, however, that the Company may defer such review if consolidation of bargaining units proceedings affecting the present bargaining unit are undertaken.

It is also agreed that NAV CANADA shall undertake a study of:

- (a) duties and responsibilities, present volume, complexity and workload of FSS positions and any changes that have taken place therein;
- (b) the comparison of the duties and responsibilities of FSS positions to AI-1 and AI-2 duties and responsibilities.

The study shall be completed by April 30, 2001.

Yours truly,

Received and Accepted by:

Tor Veltheim,  
Director, Human Resources Services  
and Labour Relations

Ron Smith  
President

## LETTER OF UNDERSTANDING NO. 18

Mr. Ron Smith, President  
Air Traffic Specialist Association of Canada  
1785 Alta Vista Drive, Suite 103  
Ottawa, Ontario  
K1G 3Y6

Dear Mr. Smith:

The Association and their agent, the CAW, agree to work collectively together with NAV CANADA to promote the effective delivery of customer service through the implementation and operation of the Flight Information Centres.

Yours truly,

Received and Accepted by:

Tor Veltheim,  
Director, Human Resources Services  
and Labour Relations

Ron Smith  
President

**LETTER OF UNDERSTANDING NO. 19**

Mr. Ron Smith, President  
Air Traffic Specialist Association of Canada  
1785 Alta Vista Drive, Suite 103  
Ottawa, Ontario  
K1G 3Y6

Dear Mr. Smith:

Re: Employment Security – Flight Information Centres

- (a) The parties agree that a union and management committee will be established to review hardship cases.
- (b) Management agrees that until April 29, 2001 there will be no forced transfers or lay-offs caused directly as a result of the process of the staffing of a Flight Information Centre resulting from the Flight Information Centre Study of 1999.
- (c) Management agrees that until April 29, 2001 there will be no closure of a flight service station arising directly out of the establishment of a new Flight Information Centre created from the Flight Information Centre Study of 1999.

Yours truly,

Received and Accepted by:

Tor Veltheim,  
Director, Human Resources Services  
and Labour Relations

Ron Smith  
President

**APPENDIX "A"**

**RATES OF PAY**

A Effective May 1, 1998  
 B Effective May 1, 1999  
 C Effective May 1, 2000  
 D Effective July 1, 2000

FSS-00

From:		19539	19932	20325	20704	21083
To:	A	20321	20729	21138	21532	21926
	B	20931	21351	21772	22178	22584
	C	21559	21992	22425	22843	23262
	D	22206	22652	23098	23528	23960

From:		21462
To:	A	22320
	B	22990
	C	23680
	D	24390

FSS-1

From:		28680	31481	32583	33693	34799
To:	A	29827	32740	33886	35041	36191
	B	30722	33722	34903	36092	37277
	C	31644	34734	35950	37175	38395
	D	32593	35776	37029	38290	39547

From:		35902	37008	38114	39221
To:	A	37338	38488	39639	40790
	B	38458	39643	40828	42014
	C	39612	40832	42053	43274
	D	40800	42057	43315	44572

FSS-2

From:		32879	34049	35217	36388	37559
To:	A	34194	35411	36626	37844	39061
	B	35220	36473	37725	38979	40233
	C	36277	37567	38857	40148	41440
	D	37365	38694	40023	41352	42683



From:		38729	39900	41071
To:	A	40278	41496	42714
	B	41486	42741	43995
	C	42731	44023	45315
	D	44013	45344	46674

FSS-3

From:		35450	36737	38022	39311	40600
To:	A	36868	38206	39543	40883	42224
	B	37974	39352	40729	42109	43491
	C	39113	40533	41951	43372	44796
	D	40286	41749	43210	44673	46140

From:		41890	43180	44469
To:	A	43566	44907	46248
	B	44873	46254	47635
	C	46219	47642	49064
	D	47606	49071	50536

FSS-4

From:		38276	39694	41113	42531	43948
To:	A	39807	41282	42758	44232	45706
	B	41001	42520	44041	45559	47077
	C	42231	43796	45362	46926	48489
	D	43498	45110	46723	48334	49944

From:		45365	46781	48197
To:	A	47180	48652	50125
	B	48595	50112	51629
	C	50053	51615	53178
	D	51555	53163	54773

FSS-5

From:		41394	42951	44508	46068	47629
To:	A	43050	44669	46288	47911	49534
	B	44342	46009	47677	49348	51020
	C	45672	47389	49107	50828	52551
	D	47042	48811	50580	52353	54128

From:		49187	50745	52302
To:	A	51154	52775	54394
	B	52689	54358	56026
	C	54270	55989	57707
	D	55898	57669	59438

FSS-6

From:		45633	47450	49266	51082	52899
To:	A	47458	49348	51237	53125	55015
	B	48882	50828	52774	54719	56665
	C	50348	52353	54357	56361	58365
	D	51858	53924	55988	58052	60116

From:		54716	56534	58351
To:	A	56905	58795	60685
	B	58612	60559	62506
	C	60370	62376	64381
	D	62181	64247	66312

## APPENDIX "B"

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

Article 1	Purpose Of Agreement
Article 2	Interpretation And Definitions
Article 3	Application
Article 4	Recognition
Article 5	Managerial Responsibilities
Article 6	Representatives
Article 7	Work of the Bargaining Unit
Article 8	Use of Company Facilities
Article 9	Specified FSS Medical Examinations
Article 10	Safety and Health
Article 11	Information
Article 12	Leave With or Without Pay for Association Business
Article 13	Illegal Strikes and Lockouts
Article 15	Joint Consultation
Article 16	Check-Off
Article 17	Grievance and Arbitration Procedure
Article 18	NAV CANADA Joint Council Directives (Subject to the restrictions contained in the previous benefit plans.)
Article 20	Use of Employee-Owned Motor Vehicles
Article 21	No Discrimination or Harassment
Article 23	Operating Irregularities
Article 26	Vacation Leave with Pay
Article 27	General Holidays
Article 28	Sick Leave with Pay
Article 31	Pay Administration
Article 32	Hours of Work and Overtime

Article 33	Travel
Article 34	Call-Back and Reporting Pay
Article 35	Premiums and Allowances
Article 37	Part-Time Employees
Article 41	Statement of Duties
Article 44	Agreement Duration and Reopener Clause
LOU No. 2	Pay Administration - Article 31.03(a)
LOU No. 7	Changing of Magnetic Tapes
Appendix A	Pay Scales

## APPENDIX "C"

### MEMORANDUM OF AGREEMENT BETWEEN NAV CANADA AND THE AIR TRAFFIC SPECIALIST ASSOCIATION OF CANADA FOR THE NON-OPERATING EMPLOYEES OF THE RADIO OPERATIONS GROUP

NAV CANADA and the Air Traffic Specialist Association of Canada agree that for those employees to whom the provisions of clause 32.02 of Article 32 (Hours of Work and Overtime) apply, the provisions of the collective agreement which specifies 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.

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

For the purposes of this Memorandum of Agreement "calendar week" means the one hundred and sixty-eight (168)-hour period commencing at 00:01 Sunday and terminating at 24:00 Saturday.

#### ARTICLE 25 - LEAVE - GENERAL

Employees shall have their accrued days of vacation, sick and lieu day credits converted to hours of credits by multiplying the number of days by seven and one-half (7 1/2). When an employee ceases to be subject to this Memorandum of Agreement his credits will be converted to days by dividing the number of hours by seven and one-half (7 1/2) and adjusting it upwards to the nearest half-day.

#### ARTICLE 28 - SICK LEAVE

Clause 28.01 shall not apply and shall be replaced by:

28.01 For each calendar month of a fiscal year in which an employee receives pay for at least seventy-five (75) hours at his hourly rate of pay, he shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours at his hourly rate of pay for each month.

Clause 28.04 shall not apply and shall be replaced by:

28.04 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 28.02, sick leave with pay may, at the discretion of NAV CANADA, be granted:

- (a) for a period of up to one hundred and eighty-seven decimal five (187.5) hours if he is awaiting a decision on an application for injury-on-duty leave,

or

- (b) for a period of up to one hundred and twelve decimal five (112.5) hours if he has not submitted an application for injury-on-duty leave, subject to the deduction of such advanced sick leave from any sick leave credits subsequently earned.

## **ARTICLE 27 - GENERAL HOLIDAYS**

27.08 A general holiday shall account for seven and one-half (7 1/2) hours only. When a general holiday falls on a workday, or is moved to a workday under the provisions of clause 27.03, of an employee to whom the provisions of clause 32.02 apply, the employee shall be required to account by work or by authorized leave with pay for thirty (30) hours at his hourly rate of pay in the calendar week in which the general holidays are observed.

27.09 When two (2) general holidays fall on two (2) workdays in the same calendar week, or are moved to two (2) workdays in the same calendar week under the provisions of clause 27.03, of an employee to who, the provisions of clause 32.02 apply, the employee shall be required to account by work or by authorized leave with pay for twenty-two and one-half (22 1/2) hours at his hourly rate of pay in the calendar week in which the general holidays are observed.

## **ARTICLE 33 - TRAVELLING TIME**

Paragraph 33.01(b) shall not apply and shall be replaced by:

### **33.02**

- (b) On a normal working day on which he travels and works, the employee shall be paid:
  - (i) his regular pay for the day for a combined period of travel and work not exceeding his normal daily hours of work as established pursuant to clause 32.02

and

- (ii) at the applicable overtime rate for additional travel time in excess of the period of work and travel determined in (i) above, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the applicable overtime rate in any day.

This Memorandum of Agreement shall be effective on the date of signing and shall expire on the expiry day of the collective agreement.

Yours truly,

Received and Accepted by:

Tor Veltheim,  
Director, Human Resources Services  
and Labour Relations

Ron Smith  
President

## APPENDIX "D"

### MEMORANDUM OF AGREEMENT BETWEEN NAV CANADA AND THE AIR TRAFFIC SPECIALIST ASSOCIATION OF CANADA (ATSAC)

The parties agree that it may be operationally advantageous to implement work schedules for operating employees that vary from clause 32.03. Accordingly, NAV CANADA agrees to consult with ATSAC during the currency of this Collective Agreement in order to consider the practicability of instituting such work schedules on a trial basis.

It is further agreed that the implementation of any such variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation nor shall NAV CANADA's right to schedule any hours of work permitted by the terms of the collective agreement be restricted.

Notwithstanding the provisions of the ATSAC Collective Agreement, NAV CANADA and ATSAC agree that special hours of work arrangements may be implemented at certain work units of NAV CANADA where employees work on a rotating or irregular shift basis, subject to all of the following considerations:

- (a) normal scheduled hours of work must average thirty-seven and one-half (37 1/2) hours per week;
- (b) any special arrangement applicable to a work unit is restricted to that work unit and shall apply to all employees of the work unit;
- (c) any special arrangement may be at the request of either party and must be mutually agreed between NAV CANADA and the majority of employees affected;
- (d) any special arrangement shall be subject to the approval of regional management and authorized bargaining agent representative at the regional level;
- (e) where a special arrangement is not approved at the regional level, the matter shall be referred to NAV CANADA and the bargaining agent at the headquarters level for consultation.

Where the above special arrangements are implemented the following provisions shall apply:



(1) **Article 25 - Leave - General**

Employees shall have their accrued days of vacation, sick and lieu day credits converted to hours of credits by multiplying the number of days by seven and one-half (7 1/2). When an employee ceases to be subject to this Memorandum of Agreement his credits will be converted to days by dividing the number of hours by seven and one-half (7 1/2) and adjusting it upwards to the nearest half-day.

(2) **Article 26 - Vacation Leave**

Vacation entitlements and debits shall be in accordance with the current Collective Agreement but shall be converted to hours on the basis of one day equals seven and one-half (7 1/2) hours and one week equals thirty-seven and one-half (37 1/2) hours. Vacation leave shall be granted on the same days of work, days of rest pattern as the normal work schedule.

(3) **Article 28 - Sick Leave**

Sick leave entitlements and debits shall be in accordance with the current Collective Agreement but shall be converted to hours on the basis of one day equals seven and one-half (7 1/2) hours and one week equals thirty-seven and one-half (37 1/2) hours.

(4) **Article 27 - General Holidays**

Where an employee works on a general holiday he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday:

- (a) one and one-half (1 1/2) times his hourly rate of pay for the first eight (8) hours worked;
- (b) hourly rate of pay for hours in excess of the first eight (8) hours to the end of his regular scheduled hours of work;
- (c) two (2) times his hourly rate of pay for hours worked in excess of his regular scheduled hours of work;

or

Upon request, and with the approval of NAV CANADA, he shall be granted:

- (a) seven decimal five (7.5) hours' leave with pay in lieu of the holiday;

- (b) pay at one and one-half (1 1/2) times his hourly rate of pay for the first eight (8) hours;
  - (c) hourly rate of pay for hours in excess of the first eight (8) hours to the end of his regular scheduled hours of work;
- and
- (d) double (2) time for hours in excess of the regular scheduled hours of work.

(5) **Article 32 - Hours of Work and Overtime**

(a) **Hours of Work**

Hours of work for employees subject to this Memorandum of Agreement shall be scheduled so that employees work an average of thirty-seven and one-half (37 1/2) hours per week scheduled over a period not exceeding one hundred and twelve (112) days.

(b) **Overtime Compensation**

Each six (6) minute period of overtime shall be compensated for at the following rates:

- (i) time and one-half (1 1/2), except as provided for in subparagraph (ii), (iii) or (iv);
- (ii) on a scheduled normal working day for the employee, double time (2) for all hours of overtime worked in excess of eight (8) consecutive hours of overtime in any contiguous period;
- (iii) on a day of rest double (2) time for all hours worked in excess of the hours scheduled for the shift which the employee works on that day;
- (iv) double time (2) for all hours worked on a second or subsequent day of rest in an unbroken series of consecutive and contiguous days of rest, provided the employee has worked and has received time and one-half (1 1/2) his straight-time hourly rate on a day of rest in that series.

For purposes of this sub-clause, overtime work on a first day of rest of two (2) hours or less contiguous to the employee's

regular shift, shall not qualify an employee for double time payment on a second or subsequent day of rest.

- (6) The special arrangement which has been implemented at a work unit under the provisions of this Memorandum of Agreement may be discontinued sixty (60) days following written notice from either party, or earlier if mutually agreed.

Yours truly,

Received and Accepted by:

Tor Veltheim,  
Director, Human Resources Services  
and Labour Relations

Ron Smith  
President