

**AGREEMENT BETWEEN**

**NAV CANADA**

**and**

**THE ASSOCIATION OF CANADIAN FINANCIAL  
OFFICERS (ACFO)**

**Association of Canadian Financial Officers  
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## **PREFACE**

The parties to this agreement share a commitment to maintain professional standards and to commit to the code of professional ethics which govern duties in accordance with recognized standards and practices of accounting and professional integrity.

Furthermore, notwithstanding the parties' rights to pursue established formal avenues of redress for workplace issues, the parties agree to and are committed to the use of alternate dispute resolution mechanisms where practical.

## **ARTICLE 1**

### **PURPOSE AND SCOPE OF AGREEMENT**

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

## ARTICLE 2

### INTERPRETATION AND DEFINITIONS

- 2.01 Considering that the terms and conditions of employment of employees in the bargaining unit being set out in the present Collective Agreement, it is agreed that in the event of any contradictions between a provision of the present Collective Agreement and any other custom, policy or practice of NAV CANADA, the provisions of the present Collective Agreement shall prevail.
- 2.02 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 this agreement.
- 2.03 For the purpose of this Agreement:
- (a) “Association” means the Association of Canadian Financial Officers;
  - (b) “The Company” means NAV CANADA;
  - (c) “Bargaining unit” means the Groups described in Article 7;
  - (d) “Employee” means a person employed in the bargaining unit;
  - (e) “Spouse” is one of two people legally married to one another or a person living in conjugal relationship with an employee for a continuous period of at least one (1) year, and who is continuing to live in the conjugal relationship;
  - (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.i.) as at November 1, 1996 and who was employed in any department or organization mentioned in any version of Part 1, Schedule 1 under the said Act prior to November 1, 1996.
  
- (g) “Canada Labour Code” except as otherwise provided in this agreement expressions if defined in the Canada Labour Code have the same meaning as given to them in the Canada Labour Code;
  
- (h) "Membership dues" means the dues established pursuant to the by-laws and resolutions 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;
  
- (i) “Holiday” means the twenty-four (24)-hour period commencing at 00:00 hours of a day designated as a paid holiday in this Agreement;
  
- (j) "Leave" means authorized absence from duty by an employee during his or her regular or normal hours of work;
  
- (k) "Overtime" means:
  - (i) in the case of a full-time employee, authorized work in excess of the employee's scheduled hours of work;
  
  - or
  
  - (ii) in the case of a part-time employee, authorized work in excess of seven and one-half (7 ½) hours a day or thirty-seven and one half (37 ½) hours a week.
  
- (l) "Time and one-half" means one and one-half (1 ½) times the employee's hourly rate of pay;
  
- (m) "Double time" means two (2) times the employee's hourly rate of pay;
  
- (n) "Allowance" means compensation payable for the performance of additional duties;
  
- (o) "Daily rate of pay" means an employee's weekly rate of pay divided by five (5);



- (p) "Hourly rate of pay" means a full-time employee's weekly rate of pay divided by the normal number of hours in the employee's work week;
- (q) "Weekly rate of pay" means an employee's annual rate of pay divided by 52.176.

### **ARTICLE 3**

#### **APPLICATION**

- 3.01 The provisions of this Agreement apply to the Association, employees and NAV CANADA.
- 3.02 Both the English and French texts of this Agreement will be official.
- 3.03 In the event of conflict between the two languages, the language of negotiation shall prevail.

## **ARTICLE 4**

### **ASSOCIATION MEMBERSHIP**

- 4.01 Upon the commencement of employment of work in the bargaining unit, NAV CANADA will provide the employee with an application for membership in the Association. Completed applications shall be forwarded to the National Office of the Association within thirty (30) days of hiring. The Association will provide the necessary documentation to the appropriate human resources area of NAV CANADA so that it will be included as part of the employment documentation given to the employee upon hiring.

## **ARTICLE 5**

### **MEMBERSHIP FEES**

- 5.01 Where NAV CANADA determines that there is a requirement for, or a benefit to be derived from, obtaining or maintaining a membership in good standing with an organization or governing body, NAV CANADA will reimburse the employee upon satisfactory evidence of the payment of such fees.
- 5.02 Membership dues referred to in Article 10 (Check-Off) of this Collective Agreement are specifically excluded as reimbursable fees under this Article.

## **ARTICLE 6**

### **MANAGEMENT RIGHTS**

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

## **ARTICLE 7**

### **RECOGNITION**

7.01 NAV CANADA recognizes the Association as the exclusive bargaining agent for all employees of NAV CANADA in the Financial Management Subgroup of the General Services Group as described in Order No. 8685-U of the Canada Industrial Relations Board issued the 18<sup>th</sup> day of July 2004.

7.02 **Work in the Bargaining Unit**

Work normally and regularly performed by employees in the bargaining unit shall not be performed on a regular basis by another NAV CANADA employee outside the bargaining unit unless that work also forms a bona fide part of the duties of that employee.

## **ARTICLE 8**

### **EMPLOYEE REPRESENTATIVES**

- 8.01 NAV CANADA acknowledges the right of the Association to appoint or otherwise select employees as representatives.
- 8.02 The Association shall determine the area to be serviced by each Employee representative.
- 8.03 The Association will notify NAV CANADA in writing of the name of its representatives and will advise promptly of any change made to the list.
- 8.04 (a) A representative will advise his or her immediate supervisor, or the person in charge, before leaving his or her work to attend meetings called by management. Where practicable, the representative will report back to his or her supervisor, or the person in charge, before resuming his or her normal duties.
- (b) When NAV CANADA requests the presence of an Association representative at a meeting, such request will be communicated to the employee's supervisor.
- 8.05 A representative shall obtain the permission of his or her immediate supervisor before leaving his or her work to attend Association business. Such permission shall not be unreasonably denied.

## **ARTICLE 9**

### **USE OF EMPLOYER FACILITIES**

- 9.01 (a) A duly accredited representative of the Association may be permitted access to NAV CANADA's premises. Permission to enter the premises shall be obtained from NAV CANADA.
- (b) The Association shall provide a list of such representatives and shall advise promptly of any changes made to the list.
- 9.02 With the approval of management an Association representative may use NAV CANADA's equipment/facilities for Association purposes. Such approval shall not be unreasonably denied.
- 9.03 Notwithstanding any agreement that might be reached in consultation regarding the use of electronic bulletin boards, NAV CANADA shall designate at each location Union bulletin boards in suitable places on its premises for the posting of 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 NAV CANADA. Such approval shall not be unreasonably withheld.



## **ARTICLE 10**

### **CHECK-OFF**

- 10.01 Subject to the provisions of this Article, NAV CANADA will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, NAV CANADA will not be obligated to make such deduction from subsequent salary.
- 10.02 The Association will inform NAV CANADA in writing of the authorized monthly deduction to be checked off for each employee.
- 10.03 For the purpose of applying clause 10.01, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.
- 10.04 An employee who satisfies the Employer, and/or the Canada Industrial Relations Board, to the extent he or she declares in an affidavit that he or she is a member of a religious organization registered pursuant to the Income Tax Act, whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved.
- 10.05 No Union, other than the Association, will be permitted to have monies deducted by the Employer from the pay of employees in the bargaining unit.
- 10.06 The amounts deducted in accordance with clause 10.01 will be remitted to the Executive Director of the Association within a reasonable period of time after deductions are made and will be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 10.07 The Association agrees to indemnify and save NAV CANADA harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by NAV CANADA limited to the amount actually involved in the error.

**ARTICLE 11**  
**INFORMATION**

11.01 It is agreed that following signature of the current Collective Agreement, NAV CANADA 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 number;
- (c) group and level;
- (d) location;
- (e) tenure or status in position;
- (f) effective date of change;
- (g) current salary;
- (h) date of assignment;
- (i) acting level;
- (j) position title.
- (k) Worksite address and telephone number

11.02 NAV CANADA agrees to supply each employee with an electronic copy of the Collective Agreement and any amendments thereto.

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

## **ARTICLE 12**

### **RESTRICTION ON OUTSIDE EMPLOYMENT**

- 12.01 Unless otherwise specified by NAV CANADA as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for NAV CANADA.
- 12.02 Notwithstanding Article 12.01, it is expected that if full-time employees engage in part-time outside employment, NAV CANADA's facilities or equipment will not be used to conduct such business.

## **ARTICLE 13**

### **LEAVE WITH OR WITHOUT PAY FOR ASSOCIATION BUSINESS**

#### **13.01 Leave With or Without Pay for Association Business**

Where operational requirements permit:

- (a) NAV CANADA will grant leave without pay to a reasonable number of employees for the purpose of attending preparatory contract negotiation meetings.
- (b) NAV CANADA will grant leave with pay for up to two (2) employees for up to twelve (12) months beyond the expiry date of the Agreement for the purpose of attending contract negotiation meetings on behalf of the Association.

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

13.03 When operational requirements permit, NAV CANADA shall grant leave without pay to a reasonable number of employees to attend meetings and conventions provided for in the by-laws and resolutions of the Association.

13.04 NAV CANADA will grant leave without pay:

- (a) to an employee who represents the Association in an application for certification or in an intervention;
- (b) on receipt of reasonable advance notice to a reasonable number of employees where such employees make personal representations with respect to a certification.

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

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

Upon termination of his/her position with the Association, the employee shall be entitled to resume employment with NAV CANADA at a salary he/she was paid at the time of leaving, plus any increases granted in the interim.

- 13.06 An employee granted leave under clause 13.05, shall continue to receive his or her regular salary for the period of leave granted, subject to the Association reimbursing NAV CANADA for all associated costs.

## **ARTICLE 14**

### **ILLEGAL STRIKES**

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

## **ARTICLE 15**

### **PENSION**

- 15.01 Members of the Association of Canadian Financial Officers bargaining unit are entitled to the benefits of the NAV CANADA pension plan.
- 15.02 The company may offer, on a voluntary basis to all new employees as of January 1, 2009 and to any existing employees on a one time, prospective and irrevocable basis, a new voluntary non-contributory option. After being given the appropriate amount of time to review the two pension options, a new hire who declines the voluntary option or fails to opt for any option shall be required to join the current contributory NAV Canada Pension plan. The terms of this option, given its voluntary nature, will be determined solely by the Company.
- 15.03 The Memorandum of Agreement Re: NAV CANADA Pension Plan between the parties, dated December 17, 2008, shall form part of this collective agreement.

## ARTICLE 16

### JOINT CONSULTATION

- 16.01 The parties acknowledge the mutual benefits to be derived from joint consultation and agree to consult on matters of common interest.
- 16.02 The subjects that may be determined as appropriate for joint consultation will be by mutual agreement between the parties and may include consultation regarding career development. Consultation may be at the national, regional, or local level as determined by the parties.
- 16.03 NAV CANADA agrees to consult with the Association at the appropriate level before implementing changes in any terms and conditions of employment not governed by this agreement which affect a majority of employees in the bargaining unit. In the case of an emergency where there may be a requirement to implement changes without consultation, NAV CANADA agrees to provide timely notification to the Association of such changes.
- 16.04 **Joint Consultation Committee Meetings**
- Joint Consultation Committees shall be composed of mutually agreed numbers of employees and NAV CANADA representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on NAV CANADA premises during working hours.
- 16.05 Employees forming the continuing membership on Consultation Committees shall be protected against any loss of pay by reason of attendance of such meetings with management, including pay for reasonable travel time where applicable.
- 16.06 Joint Consultation Committees are prohibited from agreeing to items which would alter any provision of the Collective Agreement.



## ARTICLE 17

### GRIEVANCE AND ARBITRATION PROCEDURE

#### 17.01 Definition of Grievance

A grievance shall be defined as any dispute between NAV CANADA 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, Union grievances and company grievances.

#### 17.02 Definition of Days

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

#### 17.03 Disclosure of Information

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

#### 17.04 Dispute Resolution

##### *Complaint Stage*

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

##### *Step 1*

- (a) Failing a mutually agreed upon resolution of the issue being reached at the complaint stage, within thirty (30) days of the incident giving rise to the grievance or from the date when the employee ought to have been aware of the incident giving rise to the grievance, the authorized Association

Representative, on behalf of the employee concerned, may submit a written grievance to the employee's authorized Management Representative.

- (b) The written grievance shall be submitted within thirty (30) days of the incident giving rise to the grievance or from the date when the employee ought to have been aware of the incident giving rise to the grievance. The written grievance shall be in the form approved by the parties.
- (c) NAV CANADA's authorized Management Representative shall discuss and attempt to resolve the grievance with the authorized Association Representative, render a written response to the grievance and provide a copy to the employee concerned and to the authorized Association Representative no later than fifteen (15) days following receipt of the grievance at Step 1.

#### *Step 2*

- (a) Failing settlement being reached at Step 1, the authorized Association Representative, on behalf of the employee(s) concerned, may, within ten (10) days of the receipt of the Step 1 response or the expiration of the Step 1 time limits, transmit in writing the grievance to the Assistant Vice President Labour and Employee Relations or authorized designate.
- (b) The Assistant Vice President Labour and Employee Relations or authorized designate shall discuss and attempt to resolve the grievance with the authorized Association Representative, render a written response to the grievance and provide a copy to the employee concerned and the authorized Association Representative no later than thirty (30) days following receipt of the grievance at Step 2.

#### *Referral to Arbitration*

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

#### **17.05 Abbreviated Procedure**

Any Association grievance, Company grievance, classification grievance or a grievance dealing with the involuntary termination of an employee's employment shall be submitted directly to Step 2 within thirty (30) days of the incident giving

rise to the grievance or from the date when the Association, the Company or the employee ought to have reasonably been aware of the incident giving rise to the grievance.

#### **17.06 Extension of Time Limits**

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

#### **17.07 Time off Work to Discuss Complaints and Grievances**

- (a) No employee or 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. Such permission shall not be withheld unreasonably.
- (b) When NAV CANADA originates a meeting with the employee who has presented a grievance, leave with pay will be granted including, where applicable, travel expenses in accordance with the NCJC Travel Program.
- (c) When a discussion or meeting on a complaint or grievance takes place during the employee's normal working hours, at the employee's work location (16 km radius) and permission to attend is granted, the employee shall not suffer loss of regular pay. When a discussion or meeting on a complaint or grievance takes place during the employee's normal working hours, but at a location outside the employee's work location (16 km radius), the employee shall not be entitled to be paid unless the meeting is originated by NAV CANADA.
- (d) When a discussion or meeting on a complaint or grievance takes place during normal working hours and permission to attend is granted to the authorized Association Representative, the authorized Association Representative shall not suffer loss of regular pay if the discussion or meeting is within his or her area of jurisdiction. If the discussion or meeting is outside his or her area of jurisdiction the authorized Association Representative shall not be entitled to be paid unless the meeting is originated by NAV CANADA.
- (e) Employees and authorized Association Representatives will not be entitled to be paid when discussions or meetings on complaints or grievances take place outside their normal working hours. However, if NAV CANADA originates the meeting outside regular working hours for an employee or authorized Association Representative, the time spent by the employee or authorized Association Representative shall be considered as time worked for the purposes of this Collective Agreement.

#### **17.08 Notification of Authorized Representatives**

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

#### **17.09 Permission to Enter Premises or Offices**

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

#### **17.10 Arbitration Procedure**

##### *Powers of an Arbitrator*

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

##### *Cost of Arbitration*

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

##### *List of Arbitrators*

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

### *Expedited Arbitration*

- (a) As an alternative to the formal arbitration process set out in the foregoing paragraphs, a grievance may, upon mutual consent of the parties, be referred to a previously agreed upon sole arbitrator, whose appointment shall be reviewed annually. The Arbitrator shall hear the grievance and at the conclusion of the hearing, immediately give a verbal decision with reasons. The Arbitrator's decision, with reasons, will be confirmed in writing. The decision shall be final and binding upon both parties and shall be made without precedent or prejudice to similar or like cases. The Arbitrator shall not have the power to change the Collective Agreement or to alter, modify or amend any of its provisions.
- (b) To maintain the efficiency of such a process, the parties agree not to use outside legal counsel to argue a case or to call any evidence at expedited arbitration.
- (c) The parties agree to schedule expedited arbitration as required. At least thirty (30) days prior to the hearing, the parties will mutually agree upon a list of grievances to be heard. The parties also agree to prepare a joint statement of facts at least five (5) days prior to the scheduled hearing date.

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

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

### *Arbitration Board*

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

### *Arbitration Procedure*

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

### *Decision*

- (a) The decision of the majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the Chair shall be the decision of the Board of Arbitration. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Arbitrator/Board of Arbitration have the power to change the Collective Agreement or to alter, modify or amend any of its provisions.
- (b) The Arbitrator/Board of Arbitration shall have the power to modify any discipline or discharge imposed by NAV CANADA and to take whatever action is just and equitable in the circumstances relative to the discipline or discharge.

### *Arbitrability*

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

### *Location of Arbitration Hearing*

The arbitration hearing shall be held at the city where the work site of the grievor is located, unless the parties agree otherwise.

## **ARTICLE 18**

### **NAV CANADA JOINT COUNCIL AGREEMENTS**

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

## ARTICLE 19

### EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 19.01 (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to discuss and then sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (b) The NAV CANADA representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.
- 19.02 (a) Prior to an employee performance review the employee shall be given:
- (i) the evaluation form which will be used for the review;
- (ii) any written document which provides instructions to the person conducting the review.
- (b) If during the employee performance review, either the form or instructions are changed, they shall be given to the employee.
- 19.03 Upon written request of an employee, the personnel file of that employee shall be made available once per year for his or her examination in the presence of an authorized representative of NAV CANADA.
- 19.04 Grievances arising from Article 19 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.
- 19.05 On written request, an employee shall be provided with an assessment of his or her performance or of his or her potential. NAV CANADA may elect to respond to requests for assessment of performance or potential no more than once per year per employee.



## **ARTICLE 20**

### **HARASSMENT**

- 20.01 The Association and NAV CANADA recognize the right of employees to work in an environment free from sexual harassment and personal harassment, including abuse of authority, and agree that such forms of harassment will not be tolerated in the workplace.
- 20.02 Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- 20.03 The parties agree that grievances arising from Article 20 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.

## **ARTICLE 21**

### **SUSPENSION AND DISCIPLINE**

- 21.01 Discipline may be imposed where just cause exists and will be levied in a timely fashion. Generally, discipline is intended to correct undesirable behaviour or conduct and, where appropriate, shall be progressive in nature.
- 21.02 Prior to any discipline being imposed, the employee will be given notice in writing to attend a meeting, during which there shall be an opportunity for full discussion between the employee and the employee's Manager. The notice will contain the subject matter to be discussed at the meeting and the employee shall be advised of his/her right to have an Association representative attend as an advisor. The management representative also has the right to have a labour relations representative attend as an advisor. At the meeting the employee and the Association representative may make representations and ask questions concerning the events and circumstances. Unless otherwise agreed, the unavailability of an advisor will not delay the meeting for more than one (1) working day from the date of notification to the employee.
- 21.03 When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Association attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting. The Employer will agree where possible to an additional day of extension where the Association representative is unavailable.
- 21.04 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 time of that action having been taken.
- 21.05 When an employee is required to attend a meeting, the purpose of which is to demote or terminate him/her for non-disciplinary reasons, he/she is entitled to have, at his/her request, a representative of the Association attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting. The Employer will agree where possible to an additional day of extension where the Association representative is unavailable.
- 21.06 When any discipline is found to be unjustified all documents referring to the discipline imposed shall be removed as soon as reasonably possible from the employee's record and destroyed.

- 21.07 NAV CANADA agrees not to introduce as evidence in a hearing relating to disciplinary action any document or written statement concerning the conduct of an employee unless that employee has been provided with a copy of that document or statement within a reasonable period before that hearing.
- 21.08 Any document or written statement to disciplinary action, which may have been placed on the NAV CANADA file of an employee shall be removed and 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. The Employer shall inform the employee in writing of the destruction of any document or written statement related to disciplinary action.
- 21.09 The NAV CANADA Code of Business Conduct will not be interpreted as restricting an employee from exercising his or her obligations flowing from the ethical standards of the professional body to which the employee belongs.
- 21.10 NAV CANADA agrees to make available to each employee covered by this agreement the NAV CANADA Code of Business Conduct and any subsequent amendments made thereto.
- 21.11 Employees who, in good faith, raise a concern or report any clear or suspected illegal, unethical or improper acts or activities shall not be disciplined nor adversely affected as a result of reporting the violation.

## **ARTICLE 22**

### **NO DISCRIMINATION**

- 22.01 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.
- 22.02 The parties agree that grievances arising from Article 22.01 shall first be dealt with through an alternate dispute resolution process (ADR) when mutually 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. The ADR process shall not result in any unreasonable delay.
- 22.03 Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- 22.04 A grievance arising from the application of the NAV CANADA Harassment Policy and Alternative Resolution Policy (ADR) may be presented under Article 17 Grievance and Arbitration Procedure of this collective agreement.

## **ARTICLE 23**

### **HEALTH AND SAFETY**

23.01 NAV CANADA shall make reasonable provisions for the occupational safety and health of employees. NAV CANADA will welcome suggestions on the subject from the 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 24**

### **LEAVE GENERAL**

- 24.01 An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of his or her leave credits.
- 24.02 The amount of leave with pay earned but unused credited to an employee by NAV CANADA at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.
- 24.03 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.
- 24.04 An employee is not entitled to leave with pay during periods he or she is on leave without pay, or under suspension.
- 24.05 In the event of termination of employment for reasons other than death, NAV CANADA shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee.
- 24.06 An employee shall not earn leave credits under this Collective Agreement in any month for which leave has already been credited to him or her under the terms of any other Collective Agreement to which NAV CANADA is a party.

## ARTICLE 25

### GENERAL HOLIDAYS

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

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

25.02 An employee who does not work on a general holiday is not entitled to be paid for the general holiday if, during the thirty (30) days immediately preceding the general holiday, the employee is not entitled to wages for at least fifteen (15) days.

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

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

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

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

and

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

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

(a) time and one-half (1 ½) for all hours worked up to seven and one-half (7 ½) hours, and double (2) time thereafter, in addition to the pay that the employee would have been granted had the employee not worked on the holiday,

or

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

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

and

(ii) pay at one and one-half (1 ½) times the straight-time rate of pay for all hours worked up to seven and one-half (7 ½) hours,

and

(iii) pay at two (2) times the straight-time rate of pay for all hours worked by the employee on the holiday in excess of seven and one-half (7 ½) hours.



- (c) (i) Subject to operational requirements and adequate advance notice, NAV CANADA shall grant lieu days at such times as the employee may request.
  - (ii) When, in a fiscal year, an employee has not been granted all of his or her lieu days as requested by the employee, such lieu days shall be paid off at the employee's straight-time rate of pay.
  - (iii) The straight-time rate of pay referred to in 25.05(c)(ii) shall be the rate in effect when the lieu day was earned.
- (d) When an employee works on a holiday, which is not the employee's scheduled day of work, contiguous to a day of rest on which the employee also worked and received overtime in accordance with sub-clause 25.04 (a) or (b) the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on the holiday, two (2) times the employee's hourly rate of pay for all time worked.

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

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

or

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

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

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

## ARTICLE 26

### VACATIONS

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

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

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

(a) Subject to the exceptions contained in this article, employees will take their vacation leave during the vacation year in which it is earned.

(b) Where, in exceptional circumstances, leave cannot be scheduled during the vacation year in which it is earned due to operational requirements, the leave will be carried forward into the following vacation year or, at the employee's request, will be paid out at the employee's straight time rate of pay in effect at the time payment is made.

(c) **Vacations**

In all other circumstances, an employee may elect to carry over up to one year's vacation leave entitlement.

(d) Where vacation leave carryover in excess of one year's entitlement is outstanding at the end of any vacation year, it shall be paid out at the end of such vacation year at the employee's straight time rate of pay in effect at the time payment is made.

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

26.04 **Vacation**

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

(a) one hundred and twelve and one-half (112 ½) hours per vacation year if the employee has completed less than eight (8) years of continuous employment;

- (b) one hundred and fifty (150) hours per vacation year if the employee has completed eight (8) years of continuous employment;
- (c) one hundred and sixty five (165) hours per vacation year if the employee has completed sixteen (16) years of continuous employment;
- (d) one hundred and seventy-two and one-half (172 1/2) hours per vacation year if the employee has completed seventeen (17) years of continuous employment;
- (e) one hundred and eighty-seven and one-half (187 ½) hours per vacation year if the employee has completed eighteen (18) years of continuous employment;
- (f) two hundred and two and one-half (202 1/2 ) hours per vacation year if the employee has completed twenty-seven (27) years of continuous employment.
- (g) two hundred and twenty-five (225) hours per vacation year if the employee has completed twenty-eight (28) years of continuous employment.

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

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

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

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

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

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

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

(a) in proceeding to the employee's place of duty, and

(b) in returning to the place from which the employee was recalled if he or she immediately resumes vacation upon completing the assignment for which he or she was recalled,

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

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

26.12 **Vacations (Sick Leave)**

Where in respect of any period of vacation leave, an employee is granted sick leave with pay, or other leave with pay because of illness in the immediate family, the holiday shall not count as a day of vacation leave upon production of a satisfactory medical certificate.

## **ARTICLE 27**

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

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

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

- (i) Salary continuation will be at 100 percent of the employee's normal salary for up to thirteen (13) weeks in any twelve (12) month period and at seventy (70) percent of the employee's normal salary thereafter;
- (ii) For every day of absence, the level of salary (100% versus 70%) is determined based on the number of absences resulting from non-occupational illness or injury originating in the sliding 12 month period immediately preceding and including that date of absence.
- (iii) In respect of extended periods of absence, during the first thirteen (13) weeks of any period of continuous absence, salary continuation will be at 100 percent of the employee's normal salary, except that in no case shall an employee benefit from more than thirteen (13) weeks of 100 percent salary continuation in aggregate in any 12 month period. In the event that the employee has benefited from 100 percent salary continuation within the past 12 months, salary continuation will be reduced to 70 percent of the employee's normal salary during this first thirteen (13) week period so that the maximum of thirteen (13) weeks at 100 percent in any 12 month period is not exceeded;
- (iv) In respect of the second thirteen (13) week period of continuous absence, salary continuation at 70 percent of normal salary will be provided by NAV CANADA;
- (v) If the period of continuous absence due to illness exceeds twenty-six (26) weeks, the employee will be eligible to apply for long-term disability benefits under the NAV CANADA long-term disability program.

- 27.03 No employee in the bargaining unit shall accumulate sick leave credits and any employee who becomes a member of the bargaining unit and who has an existing sick leave bank will have that sick leave bank frozen.
- 27.04 Employees who are absent from work due to a non-operational illness or injury and who have accumulated sick leave credits frozen pursuant to Article 27.03 shall:
- (a) in the event of absence due to non-occupational illness or injury, continue to use their accumulated sick leave credits in lieu of any Disability Income Security Program (DISP) entitlements until such time as their former sick leave credits are exhausted;
  - (b) upon exhaustion of the former sick leave credits, be entitled to income security benefits under the NAV CANADA Disability Income Security Program (DISP) as if the period of absence due to non-occupational illness or injury during which the sick leave credits expired had been a period solely under the DISP.
- 27.05 The use of former sick leave credits will not result in any loss of income protection eligibility either through the DISP or the NAV CANADA Long Term Disability Plan.
- 27.06 The Employer and Association acknowledge their mutual duty to accommodate employees who may be temporarily or permanently unable to perform their regular duties as a result of injuries or illness. The employees shall co-operate in such situations.

## **ARTICLE 28**

### **CAREER AND PROFESSIONAL DEVELOPMENT LEAVE**

#### **28.01 Career Development Leave With Pay**

- (a) Career development refers to an activity which is in the opinion of NAV CANADA is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
  - (i) A course or program offered by a recognized academic institution.
  - (ii) A course or program offered by a recognized accounting association or body.
- (b) Upon written application by the employee, and with the approval of NAV CANADA, career development leave with pay may be given for any one of the activities described in sub-clause 28.01(a) above. The employee shall receive no compensation under the Overtime and Travelling Time provisions of this Collective Agreement during time spent on career development leave provided for in this article.
- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which NAV CANADA deems appropriate.

#### **28.02 Attendance at Conferences and Conventions**

- (a) The parties to this Agreement recognize that the attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- (b) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions which are related to his or her field of specialization, subject to operational requirements.
- (c) Where an employee requests to attend a conference or convention, the employee may, at NAV CANADA's sole discretion, be deemed to be on duty, and, as required, on travel status. NAV CANADA may also pay the registration fees of the convention or conference that the employee requests to attend as NAV CANADA deems appropriate.

- (d) An employee who attends a conference or convention at the request of NAV CANADA, shall be deemed to be on duty and, as required, on travel status. NAV CANADA shall pay the registration fees of the convention or conference that the employee is required to attend.
- (e) An employee invited to participate in a conference or convention in an official capacity, to present a formal address or to give a course related to the employee's field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for payment of convention or conference registration fees and reasonable travel expenses.
- (f) The employee shall not be entitled to any compensation under Article 36 (Overtime) and Article 37 (Travelling Time), during time spent in attendance or travelling to or from a conference or convention under the provisions of this Collective Agreement, except as provided by clause 28.02 (c) or (d) above.

### 28.03 Professional Development

- (a) The parties to this Agreement recognize that it is of mutual benefit in furthering the individual employee's professional development to ensure and improve professional standards; thus maximizing the organization's goals. The following activities shall be deemed to be part of professional development:
  - (i) to participate in workshops, short courses or similar out-service programs to keep up-to-date with knowledge and skills in their respective fields;
  - or
  - (ii) to carry out investigations and analysis in the employee's field of specialization, not specifically related to the employee's assigned work projects and such investigations and analysis are needed to enable the employees to fill their present role more adequately;
  - or
  - (iii) a course given by NAV CANADA.
- (b) Subject to NAV CANADA's approval an employee may receive leave with pay in order to participate in the activities described in 28.03 (a).



- (c) An employee may apply at any time for professional development under this clause, and NAV CANADA may select an employee at any time for such professional development.
- (d) When an employee is selected by NAV CANADA for professional development, the Company will consult with the employee before determining the location and duration of the program of the work or studies to be undertaken.
- (e) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expense as NAV CANADA deems appropriate.

#### **28.04 Examination Leave With Pay**

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

#### **28.05 Training**

When NAV CANADA determines that an employee requires new skills or knowledge, including language training, in order to perform the duties of his or her primary assignment or broadened duties within an existing or new position, NAV CANADA will make every reasonable effort to provide the necessary training at no cost to employee(s) who request it.

## **ARTICLE 29**

### **OTHER LEAVE WITH OR WITHOUT PAY**

#### **29.01 Marriage Leave With Pay**

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

#### **29.02 Bereavement Leave With Pay**

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

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (4) consecutive calendar days including the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. When circumstances dictate, the period may be split into three consecutive calendar days and a fourth day deferred to a later date to allow an employee to attend an internment service. In addition, the employee may be granted up to three (3) days leave with pay for the purpose of travel related to the death.
- (b) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) If, during a period of vacation leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraph (a) or (b) of this clause, the

employee shall be granted bereavement leave with pay and his or her vacation leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

- (d) In the event that an employee's religious beliefs or individual circumstances require observance at times other than immediately before or after the funeral, NAV CANADA may postpone the period of time provided for in this Article (or any part of) to such alternate time(s).

### **29.03 Leave With Pay for Personal and Family-Related Responsibilities**

- (a) For the purpose of this clause, family is defined as spouse, dependent children (including foster children or children of spouse), parents (including step-parents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) NAV CANADA shall grant leave with pay under the following circumstances:
  - (i) for a medical or dental appointment when the dependent family member is incapable of attending the appointments by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize his or her absence from work. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible;
  - (ii) leave with pay to provide for the temporary care of a sick member of the employee's family;
  - (iii) for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.
  - (iv) for the employee in order to attend personal medical, dental or legal appointments. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize his or her absence from work. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible.
- (c) The total leave with pay which may be granted under sub-clauses (b) (i), (ii) (iii) and (iv) shall not exceed five (5) days in a fiscal year.

- (d) The employee shall demonstrate the need for such leave in such manner as may be reasonably determined by NAV CANADA.

#### 29.04 **Court Leave**

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

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

#### 29.05 **Injury on Duty Leave**

Subject to clause 29.05 (e), when an employee is injured in the performance of his or her duties, NAV CANADA shall grant the employee paid leave for such reasonable period as may be determined by the NAV CANADA provided that:

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

- (c) the employee's injury was not caused by the employee's willful misconduct; and
- (d) the employee agrees to remit to NAV CANADA any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease, providing, however, that such amount does not stem from a personal liability policy for which the employee or the employee's agent has paid the premium.
- (e) paid injury on duty leave shall not be granted in any province where it is prohibited by provincial legislation, nor for any period of time or in any amount which would limit compensation payments under any provincial workers' compensation legislation.

#### **29.06 Personnel Selection Leave**

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

#### **29.07 Leave With or Without Pay for Other Reasons**

At its discretion NAV CANADA may grant:

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

#### **29.08 Self-Funded Leave**

The NAV CANADA Self Funded Leave Policy is applicable to members of ACFO.

Requests for self-funded leave from ACFO members must be for a period of one year.

## ARTICLE 30

### MATERNITY LEAVE

#### 30.01 Maternity Leave Without Pay

- (A) (i) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than twenty-six (26) weeks after the termination date of pregnancy, subject to the Parental Leave Without Pay clause, 30.02 (d).
  - (a) Nevertheless, where the employee's newborn child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period defined in subsection (i) above, the period of maternity leave without pay therein defined may be extended beyond the date falling twenty-six (26) weeks after the date of childbirth by a period equal to the period during which the child is hospitalized.
  - (b) In any case described in subsection (i)(a) above where the employee has proceeded on maternity leave without pay and then returns to work during all or part of the period during which her newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization is over and remain on maternity leave without pay to the extent provided for in subsection (i)(a).
  - (c) The extension described in subsection (i)(a) or (b) shall end no later than fifty-two (52) weeks after the termination date of pregnancy.
- (ii) At its discretion, NAV CANADA may require an employee to submit a medical certificate certifying pregnancy.
- (iii) An employee who has not commenced maternity leave without pay may elect to:
  - (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,

- (b) claim benefits under the Disability Income Security Plan up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Disability Income Security Plan (DISP). For purposes of this clause, illness or injury as defined in the Disability Income Security Plan Act Article shall include medical disability related to pregnancy.
- (B) Unless prevented from doing so by an unanticipated medical condition, an employee shall inform NAV CANADA in writing of her plans for taking leave with or without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.
- (C)
  - (i) After completion of six (6) months' continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides NAV CANADA with proof that she has applied for and is eligible to receive employment insurance or Quebec Parental Insurance Plan benefits, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan.
  - (ii) An applicant under clause 30.01(C) (i) shall sign an agreement with NAV CANADA, providing:
    - (a) that she will return to work and work for a period of at least six (6) months, less any period in respect of which she is granted leave with pay;
    - (b) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with NAV CANADA's consent.
  - (iii) Should the employee fail to return to work as per the provisions of clause 30.01(C)(ii)(a) and (b) for reasons other than death or lay-off, the employee recognizes that she is indebted to NAV CANADA for the full amount received as maternity leave allowance.
- (D) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Benefit Plan will consist of the following:

- (i) where an employee is subject to a waiting period of two (2) weeks before receiving employment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two-week waiting period less any other monies earned during this period; and/or
  - (ii) up to a maximum of eighteen (18) weeks, payment equivalent to the difference between the Employment Insurance or Quebec Parental Insurance Plan 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 Employment Insurance or Quebec Parental Insurance Plan 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 30.01(D) (i) and (ii) shall be the weekly rate of pay, to which she is entitled, on the day immediately preceding the commencement of the maternity leave.
    - (b) for a part-time employee the weekly rate of pay referred to in clause 30.01(D) (i) and (ii) shall be the full-time weekly rate of pay for the classification multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6)-month period of continuous employment by the regularly scheduled full-time hours of work for the employee's assignment on the day immediately preceding the commencement of the maternity leave.
  - (iv) where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under clause 30.01(D) (i) or (ii) shall be adjusted accordingly.
  - (v) if on the day immediately preceding the commencement of maternity leave without pay an employee has been on acting assignment for at least six (6) months, the weekly rate shall be the rate she was being paid on that day.
- (E) Leave granted under this clause shall be counted for the calculation of entitlement for the purpose of severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.



## 30.02 Parental Leave Without Pay

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

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.
- (d) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (e) The Employer may,
  - (i) defer the commencement of parental leave without pay at the request of the employee;

- (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
  - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (f) Parental leave without pay taken by a couple both employed at NAV CANADA shall not exceed a total of thirty-seven (37) weeks for both individuals combined.
- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

## **ARTICLE 31**

### **LEAVE WITHOUT PAY FOR THE CARE AND NURTURING OF PRE-SCHOOL AGE CHILDREN**

#### **31.01 Leave Without Pay for the Care and Nurturing of Pre-School Age Children**

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

- (i) an employee shall notify NAV CANADA in writing as far in advance as possible but not less than ten (10) weeks in advance of the commencement of such leave where the duration of such leave is ten (10) weeks or more. For leave requests of six (6) weeks or more but less than ten (10) weeks, the notice period shall equal the duration of the leave requested. In both cases the minimum notice must be respected unless because of an urgent or unforeseeable circumstance such notice cannot be given.
- (ii) leave granted under this clause shall be for a minimum period of six (6) consecutive weeks;
- (iii) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in NAV CANADA , and in the case of designated employees during an employee's total period of service in the Public service and with NAV CANADA;
- (iv) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of entitlement for the purposes of severance pay and vacation leave;
- (v) time spent on such leave shall not be counted for pay increment purposes.

## ARTICLE 32

### LEAVE WITHOUT PAY FOR FAMILY-RELATED NEEDS

#### 32.01 Leave Without Pay For Family-Related Needs

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

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

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

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

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

## **ARTICLE 33**

### **PAY ADMINISTRATION**

- 33.01 Employees will be paid by direct deposit.
- 33.02 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.
- 33.03 When an employee is assigned by NAV CANADA to substantially perform the duties of a higher classification level and performs those duties for at least three (3) days, the employee will be paid at the higher rate for the duration of the assignment.
- 33.04 An employee whose salary is below the established range maximum, shall be eligible for a range progression at the time of the annual performance salary review. Where performance is satisfactory or better, the employee's salary will be increased by a normal increment.
- 33.05 The minimum salaries attached in Appendix A shall be in effect during the term of the Collective Agreement and nothing prevents NAV CANADA from paying salaries above these scales on initial appointment to a classification.
- 33.06 When an employee, through no fault of their own, has been overpaid, NAV CANADA will, before recovery action is implemented, advise the employee of its intention to recover the overpayment. Where the amount of overpayment is in excess of fifty dollars (\$50.00), and where the employee demonstrates that the stated recovery action will create a hardship, arrangements will be made to limit recovery action to no more than ten per cent (10%) of the employee's pay each pay period until the entire amount is recovered.

## **ARTICLE 34**

### **HOURS OF WORK**

- 34.01 (a) The normal work week shall be thirty-seven and one-half (37 ½) hours from Monday to Friday inclusive, and the normal work day shall be seven and one-half (7 ½) consecutive hours, exclusive of a meal period between the hours of 07:00 and 19:00.
- (b) Subject to operational requirements as determined from time to time by NAV CANADA, an employee shall have the right to select and request flexible hours between the hours of 07:00 and 19:00 and such request shall not be unreasonably denied.
- 34.02 NAV CANADA may require employees to register their attendance in a form or in forms to be determined by NAV CANADA.
- 34.03 Where operational requirements permit, NAV CANADA will provide two (2) rest periods of fifteen (15) minutes each per full working day.

## ARTICLE 35

### VARIABLE HOURS OF WORK

35.01 NAV CANADA and the Association agree that the following conditions shall apply to employees for whom variable hours of work schedules are approved pursuant to the relevant provisions of this Agreement.

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

#### 1. **General Terms**

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

Notwithstanding the provisions of Articles 34, 35 and 36, employees, with the approval of the Employer, may complete their weekly hours of employment in a period other than five (5) full days provided that over a period, to be determined by the Employer, employees work an average of thirty-seven and one-half (37 1/2) hours per week.

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

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

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



2. **Conversion of Days to Hours**

The provisions of this Agreement which specify days shall be converted to hours on the basis of seven and one half (7 ½) hours a day and a thirty seven and one half (37 ½) hour work week.

Notwithstanding the above, in clauses 29.01 Marriage Leave with Pay, 29.02 - Bereavement Leave with Pay, and 29.03 Leave with Pay for Personal and Family Related Responsibilities, a "day" will have the same meaning as the provisions of the Collective Agreement.

3. **Specific Application**

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

Interpretation and Definitions

"Daily rate of pay" - shall not apply.

4. **Overtime**

(a) Overtime shall be compensated for all work performed:

- (i) in excess of an employee's scheduled hours of work on a scheduled working day in accordance with the provisions of this Agreement;
- (ii) on days of rest at time and one-half (1 ½) except that if the overtime is worked by the employee on two (2) or more consecutive and contiguous days of rest, the employee shall be paid at double (2) time for each hour worked on the second and subsequent days of rest. Second and subsequent days of rest means the second and subsequent days in an unbroken series of consecutive and contiguous calendar days of rest.

(b) **Travel**

Overtime compensation referred to in clause 36.04 shall only be applicable on a normal day for hours in excess of the employee's daily scheduled hours of work.

(c) **General Holidays**

- (i) A general holiday shall account for seven and one-half (7 ½) hours.
- (ii) When an employee works on a General Holiday, he or she shall be compensated, in addition to the normal daily hours, time and one-half (1 ½) up to his or her regular scheduled hours worked and double (2) time for all hours worked in excess of his or her regular scheduled hours.
- (iii) When an employee works on a General Holiday, which is not the employee's scheduled day of work, contiguous to a day of rest on which the employee also worked and received overtime in accordance with this Article, the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on the holiday, two (2) times the employee's hourly rate of pay for all time worked.

5. **Vacation Leave**

Employees shall earn vacation at the rates prescribed for their years of service as set forth in Article 26. Leave will be granted on an hourly basis and the hours debited for each day of vacation leave shall be the same as the employee would normally have been scheduled to work on that day.

6. **Assignment Pay**

The qualifying period for assignment pay as specified in clause 33.03 shall be converted to hours.

## ARTICLE 36

### OVERTIME

36.01

- (a) Subject to the operational requirements of the Service, NAV CANADA shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on a equitable basis among readily available qualified employees.
- (b) Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

36.02 Subject to clause 36.04, an employee who is required to work overtime on his or her normal work days is entitled to compensation at time and one-half (1 ½) for all overtime hours worked.

36.03 Subject to clause 36.02:

- (a) an employee who is required to work on a day of rest is entitled to compensation at time and one-half (1 ½) for the first seven and one-half (7 ½) hours and double time (2) thereafter, except that:
- (b) when an employee is required by NAV CANADA to work on two (2) or more consecutive and contiguous days of rest he or she shall be compensated on the basis of double (2) time for each hour worked on the second and each subsequent day of rest;
- (c) when an employee is required to report for work and reports on a day of rest, the employee shall be paid the greater of:
  - (i) compensation at the applicable overtime rate;
  - or
  - (ii) compensation equivalent to four (4) hours' pay at the applicable overtime rate except that the minimum of four (4) hours' pay shall apply only the first time that an employee reports for work during a period of eight (8) hours, starting with the employee's first reporting;
  - (iii) all overtime worked between 23:00 hours and 07:00 hours shall be compensated on the basis of double (2) time for each hour worked.

- (d) the minimum payment referred to in 36.03(c) above, does not apply to part-time workers. Part-time employees will receive a minimum payment in accordance with clause 40.13.

36.04 An employee is entitled to overtime compensation under clauses 36.02 and 36.03 for each completed period of fifteen (15) minutes of overtime worked by the employee:

- (a) when the overtime work is authorized in advance by NAV CANADA,

and

- (b) when the employee does not control the duration of the overtime work.

36.05 Employees shall record starting and finishing times of overtime work in a form determined by NAV CANADA.

36.06 Overtime shall be paid through the payroll system by direct deposit whenever possible within two (2) months from the pay period in which it is earned. Upon mutual agreement between the employee and NAV CANADA, overtime may be compensated in compensatory leave with pay. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. NAV CANADA shall grant compensatory time off at times convenient to both the employee and NAV CANADA. Compensatory leave with pay under this Article not used or scheduled by March 31<sup>st</sup> of each year will be paid at the employee's rate of pay in effect at the time it was earned. The leave scheduled to be used after March 31<sup>st</sup> will be paid out if not used by August 31<sup>st</sup>.

36.07 **Overtime (Training)**

Compensation under this Article shall not be paid for overtime worked by an employee at courses, training sessions, conferences and seminars unless the employee is required to attend by NAV CANADA in which case overtime will require written pre-approval. Entitlement to overtime should be clarified in advance of the training.

36.08 An employee who works three (3) or more hours of overtime immediately before or immediately following his or her scheduled hours of work and who has not been previously notified of the requirement prior to the end of his or her last scheduled work period shall be reimbursed his or her expenses for one meal at the rate equivalent to the lunch provided under the NCJC Travel Program except where free meals are provided. The Employee will be allowed reasonable time with pay, to be determined by NAV CANADA, to take a meal break either at or adjacent to his or her place of work.

- 36.09 When an employee works continuous overtime extending four (4) hours or more beyond the period provided above, he or she shall be reimbursed for one additional meal at a rate equivalent to the lunch allowance provided under the NCJC Travel Program except where free meals are provided.
- 36.10 The above provisions shall not apply to an employee who is entitled to claim reimbursement for the same meals for any other reason, such as being on travel status, in order to avoid double payment for the same meals.
- 36.11 When an employee is required to work non-contiguous overtime (including call-back) and is required to use his or her own vehicle, the employee's entitlement to transportation costs will be provided in the NCJC Travel Program.

## ARTICLE 37

### TRAVELLING TIME

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

37.02 When an employee is required to travel outside his or her work location on NAV CANADA business, as these expressions are defined by NAV CANADA, the time of departure and the means of such travel shall be determined by NAV CANADA and the employee will be compensated for travel time in accordance with clauses 37.03 and 37.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than three (3) hours.

37.03 For the purposes of clauses 37.02 and 37.04, the travelling time for which an employee shall be compensated is as follows:

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

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

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

37.04 If an employee is required to travel as set forth in clauses 37.02 and 37.03:

(a) On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.

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

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

and

- (ii) at the applicable overtime rate for additional travel time in excess of the employee's regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the overtime rate of pay.
- (c) On a day of rest or on a general paid 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

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

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

**ARTICLE 38**  
**CALL-BACK PAY**

38.01

(a) If an employee is called back to work

on a designated paid holiday which is not the employee's  
scheduled day of work,

or

on the employee's day of rest,

or

after the employee has completed his or her work for the day and  
has left his or her place of work,

the employee shall be paid the greater of:

(i) the minimum of three (3) hours' pay at the applicable overtime rate  
of pay for each call-back,

or

(ii) compensation at the applicable rate of overtime compensation for  
time worked,

provided that the period worked by the employee is not contiguous to the  
employee's normal hours of work.

(b) An employee receiving telephone calls at home from his/her supervisor or  
a person delegated by his or her supervisor, concerning urgent operational  
matters where they are required to work at home, will be compensated by  
one and one-half (1 ½) hours pay at the basic rate. Where a telephone call  
or work at home exceeds one hour, clause 38.01(a) will apply.

(c) The minimum payment referred to in 38.01(a)(i) above, does not apply to  
part-time employees. Part-time employees will receive a minimum  
payment in accordance with 40.12.



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

**No Pyramiding of Payments**

38.03 Payments provided under the Overtime, the General Holidays, Reporting Pay and the Standby provisions of this Agreement and clause 38.01 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

## **ARTICLE 39**

### **STANDBY**

- 39.01 Where NAV CANADA requires an employee to be available on standby during off-duty hours, an employee shall be compensated at a rate of one (1) hour for each eight (8) consecutive hours or portion thereof that he or she is on standby.
- 39.02 An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby, NAV CANADA will endeavour to provide for the equitable distribution of standby duties.
- 39.03 No standby payment shall be granted if an employee is unable to report for duty when required.
- 39.04 An employee on standby who is required to report for work shall be paid, in addition to the standby pay, the greater of:
- (a) the applicable overtime rate for the time worked,
  - or
  - (b) the minimum of four (4) hours' pay at the hourly rate of pay, except that this minimum shall apply only the first time that an employee is required to report for work during a period of standby of eight (8) hours.
- 39.05 Other than when required by NAV CANADA to use a vehicle of NAV CANADA for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

### **No Pyramiding of Payments**

- 39.06 Payments provided under the Overtime, General Holidays, Call-Back and Reporting Pay provisions of this Agreement and clause 39.04 above shall not be pyramided; that is an employee shall not receive more than one compensation for the same service.

## ARTICLE 40

### PART-TIME EMPLOYEES

#### Definition

40.01 Part-time employee means a person whose normal hours of work are less than thirty-seven and one half (37 ½) hours per week and more than twelve and one half (12 ½) hours per week.

#### General

40.02 The probationary period for a part-time employee shall be one thousand nine hundred and fifty-six (1956) hours worked from the employee's last date of hire.

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

40.04 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.

40.05 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.

40.06 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.

40.07 The hours of work of a part-time employee shall be agreed upon in advance between NAV CANADA and the employee. This agreement on hours of work shall be in writing and whenever possible shall be reached at least 28 days in advance of its starting date. A part time employee will be notified not less than seven (7) days prior to any change to their normal scheduled hours of work. If an employee receives less than seven (7) day's notice of a change in their normal scheduled hours of work, they shall be paid at a rate of time of one and one half

(1 ½) for the first day worked which is not in accordance with the original schedule on the new schedule, subsequent days shall be paid for at straight time.

### **General Holidays**

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

Part-time employees who, due to the terms and conditions of their employment, are unable to be paid wages for a least fifteen (15) days during the thirty (30) days immediately preceding the general holiday are entitled to pay for the general holidays at the rate of one-twentieth (1/20th) of the wages earned during the thirty (30) calendar days immediately preceding the general holiday.

40.09 When a part-time employee is required to work on a day which is prescribed as a general holiday for a full-time employee in clause 24.01 of the Agreement, the employee shall be paid at time and one-half (1 ½) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by the Agreement and double (2) time thereafter.

40.10 A part-time employee who reports for work as directed on a day which is prescribed as a general holiday for a full-time employee in clause 25.01 of the Agreement, shall be paid for the time actually worked in accordance with clause 40.07, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

### **Overtime**

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

40.12 Subject to 40.10 a part-time employee who is required to work overtime shall be paid overtime as specified by the Agreement.

### **Call-Back**

40.13 When a part-time employee meets the requirements to receive call-back pay in accordance with 38.01 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

## **Reporting Pay**

40.14 Subject to 40.05, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with the reporting pay provision of the Agreement, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

## **Bereavement Leave**

40.15 Notwithstanding clause 40.03, there shall be no prorating of a "day" in clause 29.02 Bereavement Leave With Pay.

## **Vacation Leave**

40.16 A part time employee shall receive vacation pay equivalent to:

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

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

- (a) three (3) weeks, if the employee has less than eight (8) years of continuous employment;
- (b) four (4) weeks, if the employee has completed eight (8) or more years but less than nineteen (19) years of continuous employment. Effective November 7, 2008 four (4) weeks, if the employee has completed eighteen (18) years of continuous employment;
- (c) five (5) weeks, if the employee has completed nineteen (19) or more years but less than 30 years of continuous employment. Effective November 7, 2008 five (5) weeks, if the employee has completed eighteen (18) or more years but less than twenty-eight (28) years of continuous employment; or

- (d) six (6) weeks if the employee has completed thirty (30) or more years of continuous employment. Effective November 7, 2008, six (6) weeks if the employee has completed twenty-eight (28) or more years of continuous employment.
- 40.18 An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn any credits in excess of the entitlement of a full-time employee.

## **ARTICLE 41**

### **TELEWORK**

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

On an exception basis and where operational requirements permit, an employee may be granted permission to work on an ad hoc basis at an alternate location separate and distinct from an official workplace of NAV CANADA.

## **ARTICLE 42**

### **STAFFING**

#### **42.01 Principles Applicable to Staffing Provisions**

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) the staffing process to be used is limited to that provided for in the present Collective Agreement;
- (b) where practical, staffing of positions shall be from within the bargaining unit.

#### **42.02 Deployment**

- (a) In filling a position vacancy at a location NAV CANADA may proceed by the transfer of an employee at the same level.
- (b) For the purposes of this Article, a “transfer” shall be considered to be a lateral change in position.
- (c) Transfer requiring relocation under the NCJC Travel Program shall be subject to the employee’s written consent.

#### **42.03 Priority Placements**

Prior to staffing as provided for in clause 42.04, NAV CANADA shall seek to fill the vacant position by an employee eligible for priority placement. NAV CANADA shall review each category in the order set out below and determine if there is an eligible employee at the location of the vacancy.

The categories shall be as follows:

- (a) Qualified employees in the bargaining unit who have received notices of lay off (surplus) or who have been declared vulnerable;
- (b) Qualified employees in the bargaining unit on lay-off and retaining recall rights;
- (c) Qualified employees in the bargaining unit returning from leaves of absence of twelve (12) months or more during the twelve (12) months following the expiry of their leave.



- (d) Qualified employees in the bargaining unit who had previously applied for the same position, whose candidacy was accepted, and employees whose names have been inscribed on an eligibility list.

Only employees at the same or higher level than the vacant position shall be considered under the present clause.

#### **42.04 Staffing of Vacant Positions**

If following the application of clause 42.03, Priority Placement, the vacant position still remains to be filled, it shall be filled in accordance with the following conditions:

- (a) the position vacancy shall be posted for a minimum period of fourteen (14) days by way of the appropriate posting methods available;
- (b) the position posted shall include the following information:
  1. position title, classification, competition number and specific geographic location(s);
  2. essential qualifications (including security clearance and language requirements);
  3. salary range;
  4. area of selection;
  5. summary of duties of the position;
  6. particular working conditions such as shiftwork, 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 the Statement of Qualifications is available on request; and
  10. that applications must be transmitted by midnight on the closing date.

#### **42.05 Selection Standards and Statements of Qualifications**

- (a) When staffing a position, NAV CANADA shall develop a statement of qualifications which shall include position requirements such as accreditation and linguistic requirements. The statement of qualifications

shall be developed based on the duties of the position as well as reasonable selection standards applicable to the position. The statement of qualifications shall be used to assess candidates as to education, knowledge, experience, skills, or any other matters that are necessary having regard to the duties to be performed. The selection standards shall not be inconsistent with any classification standard prescribed for that position or any position in that class. The qualifications of candidates shall be determined through evaluation of the following requirements:

1. Basic Requirements

I) educational and/or professional designation;

II) experience

2. Essential Requirements

Related knowledge and skills, abilities and personal suitability needed to perform the duties of the position. However, unless supported by an evaluation of the employee's performance in previous and/or present position, personal suitability shall not be used as the sole determining factor.

- (b) Employees who do not meet the basic requirements as outlined in sub paragraph (a)1 shall be screened out and shall be so advised.
- (c) All candidates in a competition shall be informed of their standing. The assignment of the successful candidate shall be communicated in writing.
- (d) NAV CANADA shall provide the Association with a copy of the NAV CANADA Selection Standards and agrees that prior to any modification to the Selection Standards affecting employees in the bargaining unit, it shall consult with the Association.

**42.06 Post Board Briefing**

Any employee subject to the selection process shall be entitled to a post board debriefing upon request to obtain information and documentation relating to the evaluation of his or her candidacy. NAV CANADA shall fully disclose information related to the evaluation of the employee's candidacy.

**42.07 Eligibility Lists**

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.

#### **42.08 Candidates from Outside the Bargaining Unit**

For the purposes of the present Article, a candidate may include a qualified employee from another occupational group from outside the bargaining unit whose current position is at a lower or equivalent level to that of the vacant position being posted.

#### **42.09 Staffing (Selection)**

The qualified candidate who best meets the requirements of the position referred to in clause 42.05 shall be selected. When two (2) or more qualified candidates are relatively equal, the most senior will be selected.

The requirements when recruiting an exterior candidate shall normally be the same or the equivalent. However, if different requirements are to be used, the position will be re-posted internally and the employee candidates shall be reassessed first.

#### **42.10 Entitlement to Leave and Expenses**

Employees shall receive time off and authorized travel expenses to attend a selection process. Successful candidates in a competition will receive relocation benefits as defined in the NCJC Travel Program.

#### **42.11 Return Rights**

Upon assignment the employee shall be granted a familiarization period of a maximum of forty-five (45) calendar days during which period the employee may return, or be returned by NAV CANADA, to his or her former position subject to the following:

- (a) the parties may waive or extend the familiarization period including the return rights;
- (b) no relocation expenses shall be paid during the familiarization period unless mutually agreed otherwise. In the latter case, the return rights shall be extinguished;
- (c) The employee shall be compensated in accordance with the NCJC Travel Program for expenses incurred during the familiarization period.

#### **42.12 Temporary Vacancies**

NAV CANADA may, assign employees to fill temporary vacancies normally of less than twelve (12) months duration. Vacancies caused by temporary assignments, vacations, absences due to accidents or illness anticipated to be of a duration less than twelve (12) months, or leaves of absence for less than twelve

(12) months shall be deemed temporary. Prior to extending the assignment of an employee to a temporary vacancy beyond twelve (12) months, NAV CANADA shall consult with the Association.

#### **42.13 Projects and Temporary Positions**

Positions referred to in clause 42.12 and temporary positions required for special projects and urgent temporary needs may be filled at NAV CANADA's discretion by regular or temporary employees. The employee assigned shall be qualified for the position and shall be paid at the appropriate rate for the level of the position.

#### **42.14 Authorized Leaves of Absence of Less Than Twelve Months**

An employee on an authorized leave of absence for less than twelve (12) months for whatever reason shall upon his or her return to work be assigned to his or her former position. In the event that a reduction of the work force has occurred involving the employee's position during the leave of absence, the returning employee shall be subject to the provisions of Article 47, Employment Security.

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

#### **42.15 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 to perform the duties of the reclassified position may be assigned to the higher level. If necessary, the employee may be provided with a familiarization period.
- (b) In the event that the level change results in a lower level, the employee presently filling the position may request to remain in the position at the lower level or be subject to the provisions of Article 45 Employment Security. In the former case, the employee's salary shall move to the level nearest to but not less than his or her present salary and the provision of clause 47.15 shall apply.
- (c) When there are several employees performing similar duties, the reclassified position shall be posted, but the area of selection shall be restricted to the location of employees affected.

**42.16 Temporary Employee**

A temporary employee is an employee hired for a specific term. Temporary employees hired for a term exceeding four (4) consecutive months shall be governed by the provisions of the Collective Agreement specified in Appendix B.

**42.17 Regular Employee**

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

**42.18 Location**

A location, for the purpose of Article 42, Staffing and Article 47, Employment Security, is identified by the premises where the employee normally works or the organization entity to which the position is attached.

**42.19 Relocation of a Position**

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

## **ARTICLE 43**

### **PROBATIONARY PERIOD**

#### **43.01 Probationary Period**

The probationary period for a newly hired employee to a position for which the Association is the bargaining agent shall be twelve (12) months. This period shall not include leave without pay, leave with pay in excess of two weeks, language training or any formal training provided by NAV CANADA.

There shall be one probationary period during an employee's total continuous period of employment with NAV CANADA.

- (a) An appraisal report on an employee shall normally be completed at the end of every three (3) month period during his/her probation. The employee must sign or note having seen the report and, in the case of a disagreement, a copy of the report will be provided to the employee at her/his request.
- (b) During the employee's probationary period, NAV CANADA shall have the right to release such employee without the employee having recourse to the grievance and arbitration provisions of this agreement. NAV CANADA's discretion must be exercised in good faith, without discrimination and in a non-arbitrary fashion.

#### **43.02 Temporary or Term Employee**

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

#### **43.03 Notification**

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

## **ARTICLE 44**

### **SENIORITY**

#### **44.01 Definition**

Seniority shall be defined as:

- (a) The continuous service of an employee with NAV CANADA.
- (b) For a “designated” continued employee, the employee’s continuous service with NAV CANADA in addition to his or her continuous service as an employee engaged in the public service as defined in the Public Service Staff Relations Act (R.S.C; c.P-35 S.1) as at November 1, 1996. It is agreed that the continuous service of these “designated” employees referred to above who were employed in any department or organization mentioned in any version of Part 1, Schedule I under the said Act prior to November 1, 1996 shall be covered.
- (c) In the event of identical seniority dates, the tie will be resolved by a random draw conducted in the presence of NAV CANADA, the Association and the employees affected.

#### **44.02 Accumulation of Seniority**

An employee shall continue to accumulate seniority during any absence due to industrial or non-industrial accident or illness, leaves of absence for Association business, lay-off until the right of recall expires, paid leaves of absence provided for under the present Collective Agreement, maternity and parental leave, and unpaid authorized leave of absence. Employees on unpaid authorized leaves of absence shall only continue to accumulate seniority for a maximum period of twelve (12) months.

#### **44.03 Seniority Rights**

Subject to the express provision of the Collective Agreement in the areas cited below, seniority shall be used to accommodate employee’s preferences:

- (a) choice of vacation periods within a location;
- (b) in the application of the staffing procedures;
- (c) in the application of employment security provisions.

#### 44.04 **Full Time/Part Time**

In the event that the status of a part time employee is changed by NAV CANADA to that of a full time employee, the employee's seniority as a part time employee shall be recognized on the basis of 50% of his or her continuous service as a part time employee.

#### 44.05 **Retention of Seniority**

- (a) An employee who is assigned to a position outside the bargaining unit shall have the right to return to the bargaining unit in accordance with clause 42.04, Staffing of Vacant Positions. In this case, the employee upon return shall be deemed to have continued to accumulate seniority during his or her absence from the bargaining unit.
- (b) An employee transferred by NAV CANADA to a management position outside the bargaining unit shall continue to accumulate seniority for a period of twelve (12) months, at which time seniority accrued shall be maintained.

#### 44.06 **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.

#### 44.07 **Accumulation of Seniority**

Once the probationary period is successfully completed, the employee's seniority shall be retroactive to the employee's hiring date.

#### 44.08 **Loss of Seniority**

Seniority shall be lost and employment shall cease if the employee:

- (a) is dismissed for cause and is not reinstated;
- (b) retires;
- (c) voluntarily resigns;
- (d) 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 NAV CANADA departure incentive program which may have been offered to the employee by NAV CANADA.

#### 44.09 **Seniority List**

- (a) NAV CANADA shall provide the National Office of the Association and make available to all members of the bargaining unit, an initial seniority list of employees indicating their seniority in accordance with the present article. Any modifications to the seniority of an employee in this case must be submitted by the employee and approved by the Association to NAV CANADA within the next ninety (90) days, otherwise the seniority of the employees on the list shall be deemed correct.
- (b) NAV CANADA shall provide the Association with an updated seniority list twice a year.
- (c) The seniority list shall indicate the following;
  - 1. Name of employee
  - 2. Seniority date
  - 3. Work location
  - 4. Position title
  - 5. Classification

## **ARTICLE 45**

### **STATEMENT OF DUTIES**

#### **45.01 When Employee First Hired or Reassigned to Another Position**

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

#### **45.02 Changes to Job Description and Position**

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

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

## **ARTICLE 46**

### **EMPLOYMENT REFERENCE**

46.01 As a reply to a specific request in writing by an employee, NAV CANADA shall provide the following information to the prospective Employer:

- duration of service
- principal duties and responsibilities and
- a letter of reference at the discretion of NAV CANADA.

## **ARTICLE 47**

### **EMPLOYMENT SECURITY**

#### **47.01 Early Identification of Surplus Situations**

In the event of a reduction in the workforce the following provision shall apply for the early identification of a potential displacement situation:

- (a) potential job displacement situations include lack of work, facility closure, economic downsizing, technological change, organizational change, contracting out, or any other action that may result in a job displacement situation; and
- (b) where NAV CANADA identifies potential job displacement situations it shall notify in writing the Association at the national level at the earliest possible opportunity. This does not preclude discussions at the regional level prior to national notification.

#### **47.02 Meaningful Association/NAV CANADA Consultation**

Meaningful Association/NAV CANADA consultation shall begin:

- (a) following notice to the Association of potential job displacement and prior to any letters of vulnerability being given to any employee;
- (b) with the intent to minimize adverse consequences of job displacement, and resolve surplus situations without layoff, through the 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 location or on a regional 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 NAV CANADA's Departure Incentive Program;
  - 6. names of vulnerable employees and anticipated timing;

7. review use of contract employees and consultants;
8. whether or not retraining would allow an affected employee to qualify for available or anticipated vacancies within a reasonable period of time.

#### **47.03 Opportunities for Employees to be Considered for Other Employment Vacancies**

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

- (a) vulnerable employees will be sent formal notice of their vulnerable status and options 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 three months prior to lay-off date (surplus period), copied to the Association;
- (c) 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 clause 42.03 Priority Placements, the senior qualified employee(s) meeting the requirements of the available position(s) shall be retained;
- (d) NAV CANADA, upon request, shall provide employees with financial and pension counseling during this period;
- (e) if NAV CANADA and the employee have been unsuccessful in finding an appropriate job opportunity within NAV CANADA at the end of the surplus period, the employee may choose lay-off with recall rights, or accept a NAV CANADA Departure Incentive Program. NAV CANADA reserves the right to offer a departure incentive program during the surplus period. An employee with fifteen (15) or more years of service shall not be required to accept an assignment that would require the employee to relocate. In this last case, if the employee refuses the assignment he or she shall remain eligible for a NAV CANADA Departure Incentive Program or lay-off with recall rights.

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

An employee who declines a reassignment or refuses the offer of a NAV CANADA departure incentive program shall be laid off and his or her name shall be inscribed on a recall list.

#### **47.05 Position Exchange Provision**

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

#### **47.06 Training**

- (a) In situations where NAV CANADA considers retraining is deemed appropriate after consultation under clause 47.02, NAV CANADA shall provide the training or access to it.
- (b) An employee unsuccessful in training shall be eligible for the option provided for in clause 47.03(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.

#### **47.07 Lay-Off While On Leave**

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

#### **47.08 Relocation Expenses**

Any authorized expenses incurred by any assignment under this article shall be borne by NAV CANADA in accordance with the NCJC Travel Program.

#### **47.09 Recall**

Recall to a position shall be by order of seniority among the qualified employees laid off from the same occupational group at the same level and location in accordance with clause 42.03, Priority Placements. An employee on the recall list shall have the right to refuse a recall to the same occupational group but at a lower level than his or her level held at the time of lay-off.

#### **47.10 Employment Ceases**

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

#### **47.11 Recall List**

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

#### **47.12 Application of Collective Agreement to Laid-Off Employees**

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

#### **47.13 Relocation of a Position**

In the event NAV CANADA moves a position from one location to another and if the employee is to be transferred to the new location, NAV CANADA shall provide the employee with three (3) months written notice. If the employee chooses not to relocate he or she shall be declared surplus and the provisions of the present Article, including the NAV CANADA Departure Incentive Program if the employee is eligible, as well as clause 42.03 Priority Placements, shall apply.

#### **47.14 Language Requirements**

An employee who occupies a unilingual position that NAV CANADA designates bilingual by its own action or to meet statutory requirements and who does not meet the second language requirements, or an employee who does not meet a higher second language proficiency standard for the position set by NAV CANADA or through statutory requirements, shall be entitled to 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 paid for by NAV CANADA or accept the NAV CANADA Departure Incentive Program. The employee shall be considered a vulnerable or surplus employee for purposes of the priority placement provisions in clause 42.03. If the employee is not reassigned or does not accept the NAV CANADA Departure Incentive Program he or she shall be subject to lay-off.

#### **47.15 Contracting Out**

In the event NAV CANADA grants a subcontract and thereby creates a surplus situation, the employees affected shall be subject to the procedures provided for surplus employees in the present Article as well as priority placements under clause 42.03. Notwithstanding any restriction under the present clause or clause 42.03, 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 NAV CANADA under its policies referred to in clause 47.08 Relocation Expenses.

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

During the consultation process provided for in clause 47.02 and at the Association's request on behalf of employees declared surplus, NAV CANADA shall consider an employee take over of the work being contracted.

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

An employee assigned to a position at a lower level under the present clause, clause 42.15 (b) Level Changes, or clause 42.03 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 clause, clause 42.15 (b) or clause 42.03.



## ARTICLE 48

### TECHNOLOGICAL CHANGE

- 48.01 The parties agree that they shall be governed by the definition of technological change in the Canada Labour Code.
- 48.02 Whenever NAV CANADA proposes to effect a technological change that is likely to affect either the terms and conditions or the security of employment of employees, NAV CANADA shall give notice of the technological change to the Association at least one hundred and eighty (180) days prior to the date on which the technological change is to take effect.
- 48.03 The notice referred to in Article 48.02 shall be in writing and shall state:
- (a) the nature of the technological change;
  - (b) the date on which NAV CANADA proposes to effect the technological change;
  - (c) the approximate number and classification of employees likely to be affected by the technological change; and
  - (d) the effect that the technological change is likely to have on the terms and conditions of employment or the security of employment of employees affected.

**ARTICLE 49**

**AGREEMENT RE-OPENER**

49.01 This Agreement may be amended by written mutual consent.

## **ARTICLE 50**

### **DURATION**

50.01 The duration of this Collective Agreement shall be from the date it is signed to February 6, 2014.

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

SIGNED AT OTTAWA, this                    day of the month of                    2012

**NAV CANADA**

**ASSOCIATION OF CANADIAN  
FINANCIAL OFFICERS**

---

Richard J. Dixon  
Vice President and Human  
Resources Officer

---

Milt Isaacs  
Chair

---

Elizabeth Cameron  
Assistant Vice-President  
Labour and Employee Relations

---

Scott Chamberlain  
Director, Labour Relations Officer

---

Phil Valois  
Manager, Labour Relations

---

Keri Taber  
Negotiating Team Member

---

Sylvain Guindon  
Negotiating Team Member

---

Debra Clark  
Negotiating Team Member

---

Cheryl Potvin  
Negotiating Team Member

---

Linda Diodati  
Negotiating Team Member

**LETTER OF UNDERSTANDING NO. 1-12**  
**RE: NEW CLASSIFICATION SYSTEM**

Mr. Scott Chamberlain  
Director, Labour Relations  
Association of Canadian Financial Officers  
2725 Queensview Drive – Suite 400  
Ottawa, Ontario, K2B 0A1

Dear Mr. Chamberlain:

Following a full review of managerial exclusions, the Association and NAV CANADA will meet to commence a process to establish a new classification system applicable to all positions (FI) covered by this collective agreement. The Association and NAV CANADA agree to make all reasonable efforts to conclude this process as soon as possible.

1. The Association and NAV CANADA shall be involved as equal partners in all meetings, committees and steps related to the preparation, design, testing and selection of a new classification system. NAV CANADA and ACFO shall exchange all information reasonably necessary for the development of the new classification system.
2. The new classification system will be gender neutral and shall comply with section 11 of the Canadian Human Rights Act including the Equal Wages Guideline.
3. If, within one year following a full review of managerial exclusions (unless otherwise agreed by the parties) no agreement is reached on the new classification system, either party may refer the unresolved issue or issues to a binding arbitration board (with nominees appointed by each side who would appoint a chair) which would render at a minimum, a majority decision.
4. It is expressly agreed that the new classification system shall not be implemented until the next collective agreement is signed by the parties. The parties will be left to negotiate the economic implications and the rules of conversion of any new or modified classification system in that round of bargaining.
5. It is expressly agreed that no member of the bargaining unit will lose their position as a direct result of the implementation of the new classification system, nor will they be required to compete for the position they occupy the day proceeding the implementation of the new classification system.

Sincerely yours,

Phil Valois

## Manager, Labour Relations

**LETTER OF UNDERSTANDING N<sup>o</sup>. 2-12**  
**NAV CANADA DISABILITY INCOME SECURITY PROGRAM**  
**AND FROZEN SICK LEAVE CREDIT BANKS**

Mr. Scott Chamberlain  
Director, Labour Relations  
Association of Canadian Financial Officers  
2725 Queensview Drive – Suite 400  
Ottawa, Ontario, K2B 0A1

Dear Mr. Chamberlain:

SUBJECT: Frozen Sick Leave Credit Banks

Since the introduction in 1998 of the Disability Income Security Program (DISP) for members of the Association, a number of employees have joined the bargaining unit having had their sick leave credit banks frozen.

For these employees, their bank of frozen sick leave credits will be applied against any DISP salary continuation utilized since joining this bargaining unit. If there remains any unused credits, the employees will have future sick leave administered as per the provisions of Article 27.

Yours sincerely,

Phil Valois  
Manager, Labour Relations

**LETTER OF UNDERSTANDING N<sup>o</sup>. 3-12**  
**NAV CANADA DEPARTURE INCENTIVE PROGRAM**

Mr. Scott Chamberlain  
Director, Labour Relations  
Association of Canadian Financial Officers  
2725 Queensview Drive – Suite 400  
Ottawa, Ontario, K2B 0A1

Dear Mr. Chamberlain:

SUBJECT: NAV CANADA Departure Incentive Program

The Departure Incentive Programs (DIP) presented during current negotiations are incorporated as attachments to this letter, and describe in general terms the programs that will be in effect.

The DIP program described in Annex A applies to persons who were ACFO members on and prior to the ratification date.

The DIP program described in Annex B applies to persons who become ACFO members after the ratification date.

This Letter of Understanding and the attachments will expire on February 6, 2014.

Yours sincerely,

Phil Valois  
Manager, Labour Relations



**ANNEX A TO LOU 3-12**

**THE NAV CANADA DEPARTURE INCENTIVE PROGRAM  
APPLICABLE TO PERSONS WHO WERE ACFO MEMBERS  
ON OR PRIOR TO APRIL 27, 2006**

**Purpose**

This document outlines the compensation package that we offer to employees who are members of the ACFO 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 ACFO 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
More than two years but less than three years	46 weeks
More than three years but less than four years	48 weeks
“ four “ five	50 weeks
<b>Age or years of service criteria</b>	<b>DIP Compensation</b>
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
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 retiree 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.

## ANNEX B TO LOU 3-12

### THE NAV CANADA DEPARTURE INCENTIVE PROGRAM APPLICABLE TO PERSONS WHO BECOME ACFO MEMBERS AFTER APRIL 27, 2006

#### Purpose

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

#### The Departure Incentive Program Compensation Package

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

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

24 years of service	54 weeks pay
25 years of service	56 weeks pay
26 years of service	58 weeks pay
27 years of service	60 weeks pay
28 years of service	62 weeks pay
29 years of service	64 weeks pay
30 years of service	66 weeks pay
31 years of service or more	68 weeks pay

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

### **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 retiree 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.

**LETTER OF UNDERSTANDING NO. 4-12  
GRANDPARENTED SEVERANCE PROVISIONS**

Mr. Scott Chamberlain  
Director, Labour Relations  
Association of Canadian Financial Officers  
2725 Queensview Drive – Suite 400  
Ottawa, Ontario, K2B 0A1

Dear Mr. Chamberlain:

SUBJECT: Grandparented Severance Provisions

All NAV Canada employees in the ACFO bargaining unit as of April 27, 2006 will continue to be entitled to the severance benefits reproduced below which were formerly included in the collective agreement.

All NAV Canada employees who become members of the ACFO bargaining unit subsequent to April 27, 2006 will not be entitled to these severance benefits.

**SEVERANCE PAY**

40.01 Under the following circumstances and subject to clause 40.02, an employee shall receive severance benefits calculated on the basis of his or her weekly rate of pay:

(a) **Lay-Off**

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

(b) **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.

40.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of severance benefit by the Public Service and/or NAV CANADA. Under no circumstances shall the maximum severance pay provided under clause 40.01 be pyramided.

40.03 Any payment under the NAV CANADA Departure Incentive program shall be deemed to include any severance pay to which an employee may be entitled under the present Article.

Yours sincerely,

Phil Valois  
Manager, Labour Relations

**LETTER OF UNDERSTANDING N<sup>o</sup>. 5-12**  
**RRSP TRANSFERS**

Mr. Scott Chamberlain  
Director, Labour Relations  
Association of Canadian Financial Officers  
2725 Queensview Drive – Suite 400  
Ottawa, Ontario, K2B 0A1

Dear Mr. Chamberlain:

Effective January 1<sup>st</sup> of each year, employees will be offered the opportunity to transfer unused compensatory leave into a Registered Retirement Savings Plan (RRSP) of their choice. Such request must be received by NAV CANADA no later than January 31<sup>st</sup>. This offer is subject to applicable tax regulations.

Yours sincerely,

Phil Valois  
Manager, Labour Relations

**LETTER OF UNDERSTANDING N<sup>o</sup>. 6-12  
PERFORMANCE**

Mr. Scott Chamberlain  
Director, Labour Relations  
Association of Canadian Financial Officers  
2725 Queensview Drive – Suite 400  
Ottawa, Ontario, K2B 0A1

Dear Mr. Chamberlain:

During the term of the agreement, the parties agree to enter into discussions with a view to determining the desirability and viability of introducing an individual performance-based pay program.

Yours sincerely,

Phil Valois  
Manager, Labour Relations



## APPENDIX A

### FI PAY SCALE

A - Effective February 7, 2012

B - Effective February 7, 2013

#### FI 1

A	55,302	57,746	60,188	62,633	65,078	67,523	69,965	72,690	74,874
B	56,962	59,479	61,994	64,512	67,031	69,549	72,064	74,871	77,121

#### FI 2

A	67,326	70,306	73,294	76,281	79,266	82,247	85,567	88,133
B	69,346	72,416	75,493	78,570	81,644	84,715	88,135	90,777

#### FI 3

A	81,409	84,837	88,265	91,691	95,118	98,928	101,895
B	83,852	87,383	90,913	94,442	97,972	101,896	104,952

#### FI 4

A	90,917	94,771	98,636	102,498	106,356	110,643	113,963
B	93,645	97,615	101,596	105,573	109,547	113,963	117,382

Employees on force on November 7, 2011 received a pensionable lump sum payment, excluding all applicable deductions, for the period of November 7, 2011 to February 6, 2012, as follows:

FI-1: \$550

FI-2: \$650

FI-3: \$750

## **APPENDIX B**

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

Article 1	Purpose and Scope of Agreement
Article 2	Interpretations and Definitions
Article 3	Application
Article 4	Association Membership
Article 6	Management Rights
Article 7	Recognition
Article 8	Employee Representatives
Article 9	Use of Employer Representatives
Article 10	Check-off
Article 11,	Information
Article 12	Restriction on Outside Employment
Article 13	Leave With or Without Pay for Association Business
Article 14	Illegal Strikes
Article 16	Joint Consultation
Article 17	Grievance and Arbitration Process
Article 18	NAV CANADA Joint Council Agreement (subject to the restrictions contained in the various benefit plans)
Article 20	Harassment
Article 22	No Discrimination
Article 23	Health and Safety
Article 25	General Holidays
Article 27	Disability Income Security Plan (after 6 months continuous service)
Article 33	Pay Administration
Article 34	Hours of Work
Article 35	Variable Hours of Work
Article 36	Overtime

Article 37	Travelling Time
Article 38	Call Back Pay
Article 39	Standby
Article 40	Part Time Employees
Article 49	Agreement Reopener
Article 50	Duration
Appendix A	Pay Scales

## **APPENDIX C**

### **ARBITRATORS LISTING**

#### **ONTARIO**

Foisy, Claude H.

Kaplan, W.

Carter, Don

Knopf, Paula

Picher, Michel

#### **EXPEDITED**

Keller, Brian M.