

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

**Expiry: December 31, 2020**

**12623 (07)**

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## **ARTICLE 1**

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

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

## ARTICLE 2\*

### INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) "PSAC" means the Public Service Alliance of Canada.
- (b) "Employer" means NAV CANADA.
- (c) "Bargaining unit" means the Groups described in Article 7.
- (d) "Compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate.
- (e) "Consultation" means a process whereby the parties share relevant information to engage in rational and informed discussion. While the consultation process is intended to assist the parties in arriving at reasoned and informed decisions, it does not require that agreement must be reached before the parties, or either of them, can exercise their respective rights. It is recognized that a subject suggested for discussion may not be within the authority or jurisdiction of either the management or PSAC representatives attending a consultation meeting. In these circumstances, consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote understanding. It is expressly understood that no commitment may be made by either party on a subject that is not within its authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to, or modify the terms of this Agreement.
- (f)
  - (i) continuous service means: unbroken service from the employee's last date of hire including authorized leaves of absence.
  - (ii) continuous employment means: continuous service including the cumulative periods of continuous service where interruptions in service of less than 3 months occur. The duration of breaks must be subtracted from the period of continuous employment.
  - (iii) the continuous service or continuous employment of a "designated" employee shall include their continuous service or continuous employment as an employee engaged in the Public Service as defined in the Public Service Staff Relations Act (R.S.C. c. P-35 s.i.) as at November 1, 1996 and who was employed in any department or organization mentioned in any

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

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

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

- (p) A “regular employee” is an employee hired on an ongoing basis for an indeterminate period.
- (q) “Spouse” is one of two persons legally married to one another or an individual in a relationship who has lived with another person for a period of at least one (1) year, continues to live with that person, and who has publicly represented that person as their spouse;
- (r) “Straight time rate” means the employee’s hourly rate of pay.
- (s)\* A “temporary employee” is an employee hired for a defined period of less than three (3) years and shall be governed by the provisions of the Collective Agreement except as specified in Appendix B.
- (t) “Time and one half” means one and one half (1½) times the employee’s hourly rate of pay.
- (u) “Weekly rate of pay” means an employee’s annual salary divided by 52.176.

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



### **ARTICLE 3**

#### **APPLICATION**

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

## ARTICLE 4

### UNION RECOGNITION

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

## ARTICLE 5

### CHECK-OFF

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

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

## **ARTICLE 6 \***

### **MANAGEMENT RIGHTS**

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

## ARTICLE 7

### RECOGNITION

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

## ARTICLE 8

### EMPLOYEE REPRESENTATIVES

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

## ARTICLE 9

### USE OF EMPLOYER FACILITIES

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



## ARTICLE 10\*

### INFORMATION

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

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

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

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

**10.04\*** Within the first week of employment, NAV CANADA will provide an opportunity for a new employee(s) to be introduced to the President of their Local, or the Union representative designated by the President for this activity. Where there is no on-site Union representative, NAV CANADA will provide both the Union representative and the new employee(s) with their respective names and telephone numbers. The new employee(s) and the Local President, or designate, shall be provided with one (1) hour without loss of pay to meet and discuss the purpose and role of the Union and Collective Agreement.

## **ARTICLE 11**

### **RESTRICTION ON OUTSIDE EMPLOYMENT**

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

## **ARTICLE 12**

### **AUTHORSHIP**

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

## ARTICLE 13\*

### LEAVE WITH OR WITHOUT PAY FOR PSAC BUSINESS

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

#### Canada Industrial Relations Board

13.02 Where operational requirements permit, NAV CANADA will grant:

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

and

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

#### Canada Labour Code Applications for Certification

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

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

and

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

#### Preparatory Contract Negotiation Meetings

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

### **Contract Negotiation Meetings**

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

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

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

### **Arbitration**

13.07 NAV CANADA will grant leave:

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

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

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

### **Union, Conventions and Executive Committee Meetings**

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

### **Representatives' Training Courses**

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

## **Witness General**

**13.11\*** An employee who is requested by NAV CANADA to appear as a witness before an arbitrator, arbitration board, or the Canada Industrial Relations Board, or any of its constituent bodies, the Canadian Human Rights Commission, or an appeal of a worker's compensation decision, will be granted leave with pay to attend the hearing and appear as a witness if called.

## **Elected Union Officials**

- 13.12 (a) With reasonable notice from the employee in writing that they have been elected to serve as a full-time elected PSAC official, NAV CANADA will grant leave without pay to the employee for the term of the appointment with no loss of seniority.
- (b) Upon termination of their position with the PSAC, the employee shall be entitled to resume employment with NAV CANADA at a salary they were paid at the time of leaving, plus any increases granted in the interim. The location of the position shall be determined by mutual agreement.
- (c) The period of leave granted shall be counted as continuous service or continuous employment for the purposes of calculating severance pay, vacation leave, pay increments and seniority.

## **Canadian Human Rights Commission**

**13.13\*** NAV CANADA will grant leave without pay to an employee who acts on behalf of the PSAC making a complaint.

**13.14\*** An employee granted leave under clause 13.02(c), 13.04, 13.06, 13.09, 13.10, 13.12, and 13.13 shall continue to receive their regular salary for period of leave granted, subject to the PSAC reimbursing NAV CANADA for all associated costs.

## **ARTICLE 14**

### **ILLEGAL STRIKES**

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

## ARTICLE 15

### JOINT CONSULTATION

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

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

- 15.02 Within five (5) days of notification of consultation served by either party, the PSAC will notify NAV CANADA in writing of the representatives authorized to act on behalf of the PSAC for consultation purposes.
- 15.03 Upon request of either party, the parties to this Agreement will consult meaningfully and constructively at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement. Where appropriate, the parties shall meet regularly in local Union/Management Committees to discuss matters of common concern.
- 15.04 Without prejudice to the position NAV CANADA or the PSAC may wish to take in future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.



## ARTICLE 16\*

### GRIEVANCE AND ARBITRATION PROCEDURE

#### 16.01 Definition of Grievance

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

#### 16.02 Definition of Days

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

#### 16.03 Disclosure of Information

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

#### 16.04\* Dispute Resolution\*

##### *Complaint Stage*

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

##### *Step 1*

- (a) Failing a mutually agreed upon resolution of the issue being reached at the complaint stage, the UCTE Regional Vice-President (RVP), or designate, on behalf of the employee concerned, may submit a written grievance to the employee's authorized Management Representative.

- (b) The written grievance shall be submitted within thirty (30) days of the incident giving rise to the grievance or from the date when the employee ought to have been aware of the incident giving rise to the grievance. The written grievance shall be in the form approved by the parties.
- (c) NAV CANADA's authorized management designate shall discuss and attempt to resolve the grievance with the UCTE Regional Vice-President (RVP), or designate, render a written response to the grievance and provide a copy to the employee concerned and to the UCTE RVP, or designate, 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 UCTE National Vice-President (NVP) or designate, 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 Vice-President, Labour Relations or authorized designate.
- (b) The Vice-President, Labour Relations or authorized designate shall discuss and attempt to resolve the grievance with the UCTE National Vice-President (NVP), or designate, render a written response to the grievance and provide a copy to the employee concerned and the UCTE NVP, or designate, 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 Vice-President, Labour Relations or the authorized designate, or the PSAC Coordinator responsible for grievance and arbitration, Collective Bargaining Branch, with a copy sent to the UCTE National Vice-President (NVP), by registered mail of its intention to refer the dispute to Arbitration.

#### **16.05 Abbreviated Procedure**

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

#### **16.06 Extension of Time Limits**

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

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

- (a) No employee or Employee Representative will leave their work during working hours to discuss complaints or grievances without first obtaining the permission of the authorized Management Representative. Such permission shall not be withheld unreasonably.
- (b) When NAV CANADA originates a meeting with the employee who has presented a grievance, leave with pay will be granted including, where applicable, travel expenses in accordance with the Travel Policy.
- (c) When a discussion or meeting on a complaint or grievance takes place during the employee's normal working hours, at the employee's work location (16 km radius) and permission to attend is granted, the employee shall not suffer loss of regular pay. When a discussion or meeting on a complaint or grievance takes place during the employee's normal working hours, but at a location outside the employee's work location (16 km radius), the employee shall not be entitled to be paid unless the meeting is originated by NAV CANADA.
- (d) When a discussion or meeting on a complaint or grievance takes place during normal working hours and permission to attend is granted to the authorized PSAC Representative, the authorized PSAC Representative shall not suffer loss of regular pay if the discussion or meeting is within their area of jurisdiction. If the discussion or meeting is outside their area of jurisdiction the authorized PSAC Representative shall not be entitled to be paid unless the meeting is originated by NAV CANADA.
- (e) Employees and authorized PSAC Representatives will not be entitled to be paid when discussions or meetings on complaints or grievances take place outside their normal working hours. However, if NAV CANADA originates the meeting outside regular working hours for an employee or

authorized PSAC Representative, the time spent by the employee or authorized PSAC Representative shall be considered as time worked for the purposes of this Collective Agreement.

#### **16.08 Notification of Authorized Representatives**

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

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

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

#### **16.10 Arbitration Procedure**

##### *Powers of an Arbitrator*

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

##### *Cost of Arbitration*

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

##### *List of Arbitrators*

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

referral to arbitration, the party having made the selection may choose another arbitrator from the list.

#### *Expedited Arbitration*

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

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

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

#### *Arbitration Board*

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

#### *Arbitration Procedure*

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

### *Decision*

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

### *Arbitrability*

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

### *Location of Arbitration Hearing*

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

## **ARTICLE 17**

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

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

## ARTICLE 18

### EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

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



## **ARTICLE 19**

### **NO HARASSMENT**

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

## **ARTICLE 20**

### **NO DISCRIMINATION**

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

## ARTICLE 21\*

### DISCIPLINE

#### 21.01\*

- (a) The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Discipline may be imposed where just cause exists and will be levied in a timely fashion.
- (b) Oral counselling and oral reprimands are not considered formal discipline.

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 their right to have a PSAC representative attend as an advisor. The management representative also has the right to have a labour relations representative attend as an advisor. However, unless otherwise agreed, the unavailability of an advisor will not delay the meeting for more than one (1) working day from the date of notification to the employee.

21.03 Formal disciplinary action shall be communicated to the employee in writing. A copy will be sent to labour relations and the PSAC representative, wherever reasonably practicable on the same day as the written communication to the employee.

21.04 When any discipline is found to be unjustified all documents relating to and or referring to the discipline imposed shall, unless required by legislation be removed as soon as reasonably possible from the employee's record and destroyed.

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

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

21.07 Employees who, in good faith, raise a concern or report any clear or suspected illegal, unethical or improper acts or activities shall not be disciplined nor adversely affected as a result of reporting the violation.

## **ARTICLE 22**

### **HEALTH AND SAFETY**

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

## **ARTICLE 23**

### **LEAVE GENERAL**

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

**ARTICLE 24**  
**GENERAL HOLIDAYS**

24.01 Employees shall receive the following paid general holidays:

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

24.02 All full and part time employees will be entitled to general holiday pay provided they were employed with the Company prior to the holiday and they meet all other requirements stipulated in the general holiday provisions of the collective agreement.

24.03 An employee absent without authorization on both their full working day immediately preceding and their full working day immediately following a designated holiday is not entitled to pay for the holiday.

## **OPERATING EMPLOYEES**

24.04

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

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

### **General**

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

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

or

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

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

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

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

## NON-OPERATING EMPLOYEES

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

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

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

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

and

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

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

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

or

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

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

and

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



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

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

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

## ARTICLE 25\*

### VACATIONS

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

- (b) An employee who has completed six (6) months of employment shall receive an advance of credits equivalent to the anticipated credits for the vacation year.

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

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

25.07 NAV CANADA will endeavour to grant employees at least two weeks' vacation during the period May 1 to September 30 upon the request of the employee.

25.08\* When two (2) or more employees in a unit request the same period of vacation and operational requirements prevent all requests from being allowed, the employee who is most senior in accordance with Article 420 will be granted the leave.

25.09 Notwithstanding Article 25.06 and 25.07, upon the request from an employee, NAV CANADA may schedule vacation leave on shorter notice than that specified in this Article, taking into consideration the vacation schedule and the requirements of the operations.

25.10 NAV CANADA shall give an employee as much notice as is practicable and reasonable of approval, denial or cancellation of a request for vacation leave. In the case of denial, alteration or cancellation of such leave, NAV CANADA shall give the written reason therefore, upon written request from the employee.

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

- (b) In all other circumstances, an employee may elect to carry over up to one year's vacation leave entitlement. In this case the employee must make their request in writing to NAV CANADA no later than March 31<sup>st</sup> of the current vacation year. Carryover in excess of one year's entitlement will be by mutual consent.

- (c) Where vacation leave carryover in excess of one year's entitlement is outstanding at the end of any vacation year, it shall be paid out at the end of such vacation year at the employee's straight time rate of pay in effect at the time.
  - (d) At any point, an employee may elect to be paid out for any or all leave carried forward from a previous vacation year, upon provision to NAV CANADA of thirty (30) days' notice.
- 25.12 When an employee dies or otherwise terminates their employment, the employee or the employee's estate shall be paid an amount equal to the earned but unused vacation leave.
- 25.13 When NAV CANADA cancels or alters a period of vacation leave which it has previously approved in writing, NAV CANADA shall reimburse the employee for the non-refundable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as NAV CANADA may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to NAV CANADA.
- 25.14 Where during any period of vacation leave an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by NAV CANADA, that they incur;
- (a) in proceeding to the employee's place of duty, and
  - (b) in returning to the place from which the employee was recalled if they immediately resume vacation upon completing the assignment for which they were recalled,
- after submitting such accounts as are normally required by NAV CANADA.
- 25.15 The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 25.14 to be reimbursed for reasonable expenses incurred by him or her.
- 25.16 Where, in respect of any period of vacation leave, an employee is granted:
- (a) bereavement leave,
- or
- (b) other leave with pay because of illness in the immediate family,
- or

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

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

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

## ARTICLE 26\*

### SICK LEAVE WITH PAY

#### 26.01 Credits

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

#### 26.02 Granting of Sick Leave

An employee shall be granted sick leave with pay when they are unable to perform their duties because of illness or injury provided that:

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

and

(b) they have the necessary sick leave credits.

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

**26.04\*** An employee shall not be granted sick leave with pay during any period in which they are on leave of absence without pay, or under suspension except on compassionate grounds and solely at the discretion of the manager.

**26.05\*** When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved all sick leave will be converted to injury-on-duty leave for the same period.

#### 26.06 Advance of Credits

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

(a) for a period of up to twenty-five (25) days if they are awaiting a decision on an application for injury-on-duty leave,

or

- (b) for a period of up to fifteen (15) days if they have not submitted an application for injury-on-duty leave,

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

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

## ARTICLE 27

### CAREER DEVELOPMENT LEAVE WITH PAY

#### 27.01 Career Development Leave

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

#### 27.02 Examination Leave with Pay

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

#### 27.03 Language Training

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



## **ARTICLE 28\***

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

#### **28.01 Marriage/Spousal Union Leave With Pay**

- (a) After the completion of one (1) year's continuous employment, and providing an employee gives NAV CANADA at least fifteen (15) calendar days' notice, the employee shall be granted five (5) days marriage leave with pay for the purpose of getting married.
- (b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage/spousal union leave, an amount equal to the amount paid the employee during the period of leave will be recovered by NAV CANADA from any monies owed the employee.
- (c) Leave under this provision shall be limited to a total of ten (10) days during an employee's career.

#### **28.02\* Bereavement Leave With Pay**

For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, (including common-law spouse resident with the employee), child, (including child of spouse), grandchild, or ward of the employee, grandparent, father-in-law, mother-in-law, step-brother, step-sister, a relative for whom the employee has a legal duty of care, or relative(s) 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 five (5) consecutive calendar days including the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (b) An employee is entitled to one (1) day's bereavement leave with pay to attend the funeral or interment service related to the death of their son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle or spouse's grandparent.
- (c) If, during a period of paid leave, an employee is bereaved in circumstances under which they 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 their compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

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

### **28.03 Medical Appointments for Pregnant Employees**

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

### **28.04\* Maternity Leave Without Pay**

- (A) (i) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than 17 weeks (17) weeks after the termination date of pregnancy, subject to the Parental Leave Without Pay clause, 28.05(d).
  - (a) Nevertheless, where the employee's newborn child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period defined in subsection (i) above, the period of maternity leave without pay therein defined may be extended beyond the date falling 17 weeks (17) weeks after the date of childbirth by a period equal to the period during which the child is hospitalized.
  - (b) In any case described in subsection (i)(a) above where the employee has proceeded on maternity leave without pay and then returns to work during all or part of the period during which her new-born child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization is over and remain on maternity leave without pay to the extent provided for in subsection (i)(a).
  - (c) The extension described in subsection (i)(a) or (b) shall end no later than fifty-two (52) weeks after the termination date of pregnancy.
- (ii) At its discretion, NAV CANADA may require an employee to submit a medical certificate certifying pregnancy.

- (iii) An employee who has not commenced maternity leave without pay may elect to:
  - (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,
  - (b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave with Pay Article. For purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.
  
- (B) Unless prevented from doing so by an unanticipated medical condition, an employee shall inform NAV CANADA in writing of her plans for taking leave with or without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.
  
- (C)
  - (i) After completion of six (6) months' continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides NAV CANADA with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act* or *Quebec Parental Insurance Plan (Q.P.I.P.)*, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan.
  
  - (ii) An applicant under clause 28.04(C)(i) shall sign an agreement with NAV CANADA, providing:
    - (a) that she will return to work and work for a period of at least six (6) months, less any period in respect of which she is granted leave with pay;
    - (b) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with NAV CANADA's consent.
  
  - (iii) Should the employee fail to return to work as per the provisions of clause 28.04(C)(ii)(a) and (b) for reasons other than death or lay-off, the employee recognizes that she is indebted to NAV CANADA for the full amount received as maternity leave allowance.

- (D) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Benefit Plan will consist of the following:
- (i)\* where an employee is subject to a waiting period of one (1) weeks before receiving employment insurance or Q.P.I.P. maternity benefits, an allowance of one hundred percent (100%) of her weekly rate of pay for the waiting period less any other monies earned during this period; and/or
  - (ii)\* up to a maximum of sixteen (16) weeks, payment equivalent to the difference between the EI benefits or Q.P.I.P. the employee is eligible to receive and one hundred percent (100%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI or Q.P.I.P. benefits to which the employee would have been eligible if no extra monies had been earned during this period.
  - (iii) (a) for a full-time employee the weekly rate of pay referred to in clause 28.04(D)(i) and (ii) shall be the weekly rate of pay, to which she is entitled, on the day immediately preceding the commencement of the maternity leave.
  - (b) for a part-time employee the weekly rate of pay referred to in clause 28.04(D)(i) and (ii) shall be the full-time weekly rate of pay for the classification multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6) month period of continuous employment by the regularly scheduled full-time hours of work for the employee's assignment on the day immediately preceding the commencement of the maternity leave.
  - (iv) where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under clause 28.04(D)(i) or (ii) shall be adjusted accordingly.
  - (v) if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least six (6) months, the weekly rate shall be the rate she was being paid on that day.
- (E) Leave granted under this clause shall be counted for the calculation of entitlement for the purpose of severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

## 28.05\* Parental Leave Without Pay

- (a)\* Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to sixty three (63) consecutive weeks in the seventy eight (78) week period beginning, at the employee's option, 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 up to sixty three (63) consecutive weeks in the seventy eight (78) 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 their child is hospitalized,  

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

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

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

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

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

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

- (a)\* For the purpose of this clause, family is defined as spouse, dependent children (including foster children or children of spouse), parents (including step-parents or foster parents), a relative for whom the

employee has a legal duty of care 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 to accompany a family member when the family member is incapable of attending the appointment by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for family members to minimize their absence from work. An employee requesting leave under this provision must notify their 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 and to provide an employee time to make alternate care arrangements where the illness is of a longer duration;
  - (iii) leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.
  - (iv) for the employee in order to attend personal medical, dental or legal appointments.
- (c) The total leave with pay which may be granted under sub-clauses (b)(i), (ii), (iii), (iv) shall not exceed thirty-seven and one half (37 ½) hours in a leave year.
- (d) The employee shall demonstrate the need for such leave in such manner as may reasonably be determined by NAV CANADA.

#### **28.08 Leave Without Pay for Family-Related Needs**

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

- (a) Subject to operational requirements, leave without pay for a period of between six (6) weeks and three (3) months will be granted to an employee for family-related needs.

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

#### 28.09 Court Leave

NAV CANADA shall grant leave with pay to an employee for the period of time they are 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 they are not a party in any proceeding held:
  - (i) in or under the authority of a court of justice or before a grand jury,
  - (ii) before a court, judge, justice, magistrate or coroner,
  - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,



- (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it other than an arbitrator named under this collective agreement or the Canada Industrial Relations Board.

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

#### 28.11 **Personnel Selection Leave**

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

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

At its discretion NAV CANADA may grant:

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

### 28.13 Injury on Duty Leave

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

### 28.14 Leave Without Pay for Relocation of Spouse

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

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

### 28.15 Religious Observance

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

### 28.16 \* Other Non-Discretionary Leaves Without Pay Under the Canada Labour Code

The following leaves without pay are non-discretionary and shall be granted:

#### (a) Compassionate Care Leave\*

Every employee is entitled to a leave of absence without pay of up to twenty-eight (28) weeks to provide for the care and, or, support of a family member of the employee if a medical doctor or nurse practitioner issues a certificate indicating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:

- (i) the day the certificate is issued; or
- (ii) if the leave was commenced before the certificate was issued, the day the leave was commenced.

This leave of absence ends on the last day of the week in which either of the following occurs:

- (i) the family member dies, or
- (ii) fifty-two (52) weeks following the date the certificate was issued

The aggregate amount of leave that may be taken by two or more employees in respect of the care and, or, support of the same family member, shall not exceed twenty-eight (28) weeks within the fifty-two (52) week period.

In addition to the critical illness family members described below, the employee may also receive compassionate care benefits to care for a gravely ill person who considers the employee a family member, such as a close friend or neighbour.

Leave granted under this clause shall be counted for the calculation of 'continuous employment' for the purpose of calculating severance pay and 'service' for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

**(b) Critical Illness Leave \***

Every employee who has completed six consecutive months of continuous employment with NAV CANADA , who is a family member of a critically ill child or adult, shall be granted up to 37 weeks of leave without pay to provide care or support to the child and up to 17 weeks of leave without pay to provide care and, or support to an adult, if a medical doctor or nurse practitioner has issued a certificate that:

- i) states that the child or adult is critically ill and requires the care and, or, support of one or more of their family members; and
- ii) sets out the period during which the child or adult requires that care or support.

If two or more children of an employee are critically ill, the employee is eligible for separate leaves of 37 weeks with respect to each affected child.

The period of leave begins on the first day of the week in which either of the following falls:

- i) the day on which the first certificate is issued in respect of the child or adult, as the case may be, or
- ii) if the leave begins before the day on which the certificate is issued, the day from which the medical doctor or nurse practitioner certifies that the child or adult, as the case may be, is critically ill.

The leave of absence would end on the last day of the week in which either of the following occurs:

- i) the child or adult, as the case may be, dies, or
- ii) fifty-two (52) weeks following the first day the certificate was issued.

Leave granted under this clause shall be counted for the calculation of 'continuous employment' for the purpose of calculating severance pay and 'service' for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

Family Members for Compassionate Care and Critical Illness are defined in the *Employment Insurance Act* as follows:

Your family members	Family Member of your spouse or Common-law partner
Children	Children
Wife, husband, common-law partner	Father, mother (married or common law)
Father, mother	Father's wife, mother's husband
Father's wife, mother's husband	Common-law partner of the father or the mother of your spouse or common-law partner
Common-law partner of the father or the mother	Brothers, sisters, stepbrothers, stepsisters
Brothers, sisters, stepbrothers, stepsisters	Grandparents
Grandparents, step-grandparents	Grandchildren
Grandchildren, their spouses or common-law partners	Sons-in-law, daughters-in-law (married or common law)
Sons-in-law, daughters-in-law (married or common law)	uncles, aunts
Father-in-law, mother-in-law (married or common law)	nephews, nieces
Brothers-in-law, sisters-in-law (married or common law)	current or former foster parents
uncles, aunts, their spouses or common-law partners	current or former wards
Nephews, nieces, their spouses or common-law partners	
Current or former foster parents	
Current or former foster children, their spouses or common-law partners	
Current or former wards	
Current or former guardians, their spouses or common-law partners	

*Note: A common-law partner is a person who has been living in a conjugal relationship with another person for at least a year.*

**(c) Leave Related to Death or Disappearance of a Child or Children\***

Every employee who has completed six months of continuous employment and whose child is under 18 years of age and has disappeared or died as a result of a probable crime, shall be granted up to fifty-two (52) weeks of leave without pay in the case of a missing child, and up to one hundred and four (104) weeks of leave without pay if the child has died. An employee is not entitled to the leave of absence if the employee is charged with the crime or it is probable, considering the circumstances, that the child was a party to the crime. If two or more children of an employee disappear or are murdered as a result of the same event, the employee is eligible for only one leave of fifty-two (52) or one hundred and four (104) weeks respectively. However, if two or more children of an employee disappear or are murdered as a result of different events, the employee will be eligible for separate leaves with respect to each affected child.

The leave of absence would begin on the day on which the death or disappearance occurs and would end, in the case of death one hundred and four (104) weeks after the day on which the death occurs, and in the case of a disappearance fifty-two (52) weeks after the day on which the disappearance occurs or 14 days after the day on which the child is found, if the child is found during the fifty-two (52) week period.

Leave granted under this clause shall be counted for the calculation of 'continuous employment' for the purpose of calculating severance pay and 'service' for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

**(d) Reservist Leave \***

An employee shall be granted a leave of absence without pay from their civilian employment to take part in annual training or in certain military operations in Canada or abroad that are designated by the Minister of National Defence. This leave is also available if they are required to train or to report for duty under the National Defence Act.

Leave granted under this clause shall be counted for the calculation of 'continuous employment' for the purpose of calculating severance pay and 'service' for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

*NOTE: Certain unpaid leaves of absence such as sick leave without pay, parental leave, compassionate care leave, leave related to critical illness of a child and leave related to death or disappearance of a child may meet the eligibility requirements for employment insurance benefits under the Employment Insurance Act. For additional information, employees should visit the Service Canada website.*

## 28.17\* Family Violence Leave\*

The Employer recognizes that employees may face situations of violence or abuse, which may be physical, emotional, or psychological in their personal life that could affect their attendance and performance at work.

- (a) Employees experiencing family violence, and who have been employed for at least three (3) months, will be able to access up to thirty-seven and one half (37.5) hours of paid leave and up to five (5) days of unpaid leave, which the employee may choose to take intermittently or in one continuous period. This leave will be in available once per leave year. This leave may be taken as consecutive or single days or as a fraction of a day. This leave is in addition to the existing leave entitlements under the present collective agreement, but is not in addition to that afforded under the Canada Labour Code.
- (b) An Employee may take Family Violence Leave for one or more of the following purposes:
  - (i) to seek medical attention for the Employee or the Employee's children in respect of a physical, emotional or psychological injury or disability caused by the family violence;
  - (ii) to obtain services from a victim services organization;
  - (iii) to obtain psychological or other professional counselling;
  - (iv) to relocate temporarily or permanently;
  - (v) to seek legal or law enforcement assistance, including preparing for or participation in any civil or criminal legal proceeding related to or resulting from the family violence.
- (c) The Employer may, in writing and no later than 15 days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation if it is reasonably practicable for the employee to obtain and provide it.
- (d) The Employer shall:
  - (i) ensure confidentiality and privacy in respect of all matters that come to the Employer's knowledge in relation to a leave taken by an Employee under the provisions of the "Family Violence Leave" in this Collective Agreement; and
  - (ii) identify a contact in Human Resources who will be trained in Family violence and privacy issues. The Employer will advertise the name of the designated violence contact to all employees;

- (iii) not disclose information in relation to any person except
    - 1) to an employee as identified in d) ii) or agents who require the information to carry out their duties;
    - 2) as required by law; or
    - 3) with the consent of the Employee to whom the leave relates;
  - (iv) take action to reduce or eliminate the risk of family workplace violence incidents;
  - (v) promote a safe and supportive work environment;
  - (vi) ensure employees receive required training including both awareness and confidentiality aspects; and
  - (vii) follow the confidential reporting procedures.
- (e) No information shall be kept on an employee's personnel file without their express written agreement.
- (f) The employer agrees that no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence in their personal life that could affect their attendance and performance at work.



## ARTICLE 29\*

### PAY ADMINISTRATION

- 29.01 Employees shall be paid by direct deposit on a bi-weekly basis at the rate of pay to which they are entitled as prescribed as Appendix A.
- 29.02 Where a pay increment and a pay revision are affected on the same date, the pay increment will be applied first and the resulting rate will be revised in accordance with the pay revision.
- 29.03 The pay increment date for a full time and part time employee assigned to a position in the bargaining unit on promotion, demotion, or from outside NAV CANADA shall be the day immediately following the completion of the annual pay increment period of 12 months as calculated from the date of the promotion, demotion or assignment from outside NAV CANADA.
- 29.04\*** When an employee is required by NAV CANADA to substantially perform the duties of a higher classification level and performs those duties for a period of three (3) consecutive days or shifts, the employee will be paid at the higher rate for the period they are substantially performing the duties of the higher paid classification.
- 29.05 Unless otherwise provided in this Agreement to the contrary, an employee on a leave of absence without pay for a period of three (3) months or more will not be granted their pay increment until they complete a period of employment equal to the pay increment period for the position held. That date shall become the employee's new increment date.
- 29.06 If an employee dies, the salary due to her or him on the last working day preceding their death, shall continue to accrue to the end of the month in which they die. Salary so accrued which has not been paid to the employee as at the date of their death shall be paid to the employee's estate.
- 29.07 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 30\*

### HOURS OF WORK

#### Definitions

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

#### Operating Employees

30.01 When, because of operational requirements, hours of work are scheduled for employees on a rotating schedule, they shall be arranged so that employees are scheduled over a period of not more than sixty-three (63) calendar days:

- (a) to work on an average thirty-seven and one-half (37 ½) hours per week and an average of seven and one half (7 ½) hours per day, and;
- (b) to have days of rest which shall be consecutive and not less than two (2).

30.02 (a) NAV CANADA will provide employees with two (2) relief breaks of fifteen (15) minutes duration for each shift.

- (b) NAV CANADA will make a reasonable effort to provide a meal break during the employee's full shift and where operational requirements do not permit a meal break, the employee will remain at work and eat on the job.

30.03 When establishing shift schedules NAV CANADA will take into consideration the following:

- (a) not scheduling the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;
- (b) not requiring an employee to work two (2) consecutive "quick" shift changes within a forty-eight (48) hour period (Quick shift change means the requirement for an employee to report for their next regular shift within the number of hours provided for in Article 30.03 (a) following the end of their last regular shift.)
- (c) advising employees affected by changes in their shift schedule as soon as possible;
- (d) avoiding excessive fluctuations in hours of work;
- (e) avoiding excessive overtime;

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

### 30.08 **Shift Scheduling**

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

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

### **Non-Operating Employees**

- 30.10 (a) The normal work week shall be thirty-seven and one-half (37 ½) hours exclusive of lunch periods, comprising five (5) days of seven and one-half (7 ½) hours each Monday through Friday. The work day shall be scheduled to fall within an eleven (11) hour period between the hours of 7:00 A.M. and 6:00 P.M., and at NAV CANADA's head office the work days shall be scheduled to fall within a twelve (12) hour period between the hours of 7:00 a.m. and 7:00 p.m. unless otherwise agreed in consultation between the PSAC and NAV CANADA.
- (b) Subject to operational requirements, as determined from time to time by NAV CANADA, an employee shall have the right to select and request flexible hours between 7:00 AM and 6:00 PM, or at NAV CANADA's head office, between 7:00 a.m. and 7:00 p.m.

- (c) (i) Notwithstanding the provisions of this article, upon request of an employee and the concurrence of NAV CANADA, an employee may complete their weekly hours of employment in a period other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty seven and one half (37 ½) hours per week and an average of seven and a half (7-½) hours per day. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and NAV CANADA.
  - (ii) Time off resulting from the application of sub-clause (c)(i) above shall not be construed as days of rest for the purposes of overtime compensation.
  - (iii) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of NAV CANADA to schedule any hours of work permitted by the terms of this Agreement.
- 30.11 (a) For the purposes of clause 30.10 (c) above all provisions of the Collective Agreement which specify days shall be converted to hours on the basis of seven and one half (7 ½) hours a day and a thirty-seven and one-half (37 ½) hour week.
- (b) Notwithstanding the above, in clauses 28.01 Marriage/Spousal Union Leave with Pay and 28.02 Bereavement Leave with Pay, a "day" will not be converted to hours.
- 30.12 The scheduled hours of work of any day as set forth in a work schedule, may exceed or be less than the regular workday hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by NAV CANADA and the daily hours of work shall be consecutive.

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

Employee requests to vary their hours of work in accordance with this Article shall receive reasonable consideration.
- 30.13 (a) Normal hours of work, other than those provided for in Article 30.10, in existence at the time this Agreement is signed, shall remain in effect unless modified under the procedure provided for in sub paragraph (b).

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

**30.14\*** Nothing in this Article shall be construed as guaranteeing the employee minimum or maximum hours of work. This clause shall not be utilized to reduce an employee's hours of work.

30.15 Meal periods will normally be provided half-way through the work day.

30.16 NAV CANADA will provide two (2) rest periods of fifteen (15) minutes each per full working day, one before the meal period and one after.

30.17 Employees shall be informed in writing fifteen (15) days in advance of any changes in their hours of work. Any changes to the scheduled hours shall be by written notice to the employees concerned.

**30.18\* Hours of Work Averaging for Construction and Facility Services and the Flight Operations group**

Notwithstanding the hours provided for in Article 30.10 of the Collective Agreement, the PSAC and NAV CANADA agree that the period for the purpose of calculating the average maximum hours of work pursuant to the Canada Labour Code for employees in the Construction and Facility Services group and the Flight Operations group and shall be twelve months.

This averaging period shall start on April 1st of each year.

Relevant positions are:

Construction and Facility Services:

Construction and Facilities Specialist; Construction Projects Specialist; Electrical Maintenance Specialist; Electrical Projects Specialist; Electrical Specialist, Life Cycle; Facilities Maintenance Specialist; Facilities Planning Specialist; Mechanical Specialist, Life Cycle; Project Management Support Coordinator; Team Supervisor Electrical Maintenance; Team Supervisor Facilities Maintenance

Flight Operations:

Aircraft Maintenance Coordinator; Aircraft Maintenance Engineer; Aircraft Maintenance Quality Assurance Specialist; Aircraft Technical Records Assistant Chief Commercial Operations; Chief Dispatcher; Flight Operations Dispatcher

### **30.19\*Hours of Work Construction and Facilities Services and Flight Operations**

Employees in Construction and Facilities Services and Flight Operations may request to complete their normal hours within an eleven (11) hour period between the hours of 7:00 A.M. and 6:00 P.M., unless otherwise agreed in consultation between the PSAC and NAV CANADA. In order to accommodate rest schedules according to individual needs, employees may request hours of work which are not contiguous. It is also understood that employees will not be paid overtime until they have worked seven and one-half (7 ½) hours within the eleven (11) hour period between the hours of 7:00 A.M. and 6:00 P.M., While working on these planned activities, employees may request telework for their scheduled hours of work, and such requests will not be unreasonably denied.

Relevant positions are:

#### Construction and Facility Services:

Construction and Facilities Specialist; Construction Projects Specialist; Electrical Maintenance Specialist; Electrical Projects Specialist; Electrical Specialist, Life Cycle; Facilities Maintenance Specialist; Facilities Planning Specialist; Mechanical Specialist, Life Cycle; Project Management Support Coordinator; Team Supervisor Electrical Maintenance; Team Supervisor Facilities Maintenance

#### Flight Operations:

Aircraft Maintenance Coordinator; Aircraft Maintenance Engineer; Aircraft Maintenance Quality Assurance Specialist; Aircraft Technical Records Assistant Chief Commercial Operations; Chief Dispatcher; Flight Operations Dispatcher

## **ARTICLE 31**

### **TELEWORK**

- 31.01 Approval for a Telework arrangement shall be on a case by case basis and in consideration of the nature of the work provided by the employee. It is conceded that due to the nature of the work performed by some of the employees covered by this agreement that such an arrangement may not be possible.
- 31.02 An employee in a Telework arrangement primarily performs assigned duties in an alternate location separate and distinct from an official workplace of NAV CANADA.
- 31.03 In order that they are mutually understood, the terms and conditions of a Telework arrangement shall be agreed in writing by NAV CANADA, the employee and the appropriate Local President.
- 31.04 No employee shall be required to participate in a Telework arrangement without their consent.
- 31.05 All terms and conditions of a Telework arrangement shall be consistent with the provisions of the Collective Agreement.
- 31.06 On provision of thirty (30) working days' notice in writing, either party shall have the right to terminate a Telework arrangement.
- 31.07 NAV CANADA will endeavour to provide an employee under a Telework arrangement with access to the information that is posted on NAV CANADA's electronic bulletin board (Intranet) and access to NAV CANADA's electronic mail system.
- 31.08 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 32\***

### **OVERTIME**

#### **32.01 Assignment of Overtime Work**

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

- (a) to offer overtime work on an equitable basis among readily available qualified employees who normally perform the work at the location;
- and
- (b) to give employees who are required to work overtime adequate advance notice of this requirement.

#### **32.02 Overtime Compensation**

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

- (a) Time and one half (1 ½), except as provided for in sub-clause 32.02(b).
- (b)
  - (i) An employee who works on an overtime basis for a period equal to their regular shift or day, and who continues to work beyond this period, shall be paid at a rate of double time for all subsequent hours worked beyond the above-mentioned period.
  - (ii) An employee who, having worked a complete overtime shift on their first day of rest is required to work on their second or subsequent day of rest, shall be paid double time for all hours worked on that day. The second or subsequent day of rest refers to the second or subsequent day in an unbroken series of consecutive or contiguous days of rest.

#### **32.03 Overtime Meal Allowance**

- (a) An employee who works three (3) or more hours of overtime immediately before or following the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period, shall be reimbursed expenses for one (1) meal at the appropriate rate outlined for lunch in the NAV CANADA Travel Program.

- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided for in (a) above, the employee shall be reimbursed for one (1) additional meal at the appropriate rate outlined for lunch in the NAV CANADA Travel Program except where free meals are provided. Free meals shall take into consideration the dietary requirements of the employee.
- (c) Reasonable time with pay, to be determined by NAV CANADA, shall be allowed in order that the employee may take a meal break in accordance with Article 32.03 (a) and (b) above either at or adjacent to the employee's place of work.
- (d) This clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

#### **32.04 Equitable Assignment of Overtime Work to Operating Employees**

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

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

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

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

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

- 32.05 (a) NAV CANADA will endeavour to pay for overtime in the pay period following that in which the credits were earned except where, upon request of an employee and with the approval of NAV CANADA, overtime may be compensated in equivalent leave with pay.

- (b) NAV CANADA shall grant compensatory leave at times convenient to both the employee and NAV CANADA provided no additional overtime is incurred.
- (c) Compensatory leave with pay not used by the end of the twelve (12) month period, to be determined by NAV CANADA, will be paid at the employee's hourly rate of pay at the end of the twelve (12) month period.
- (d) Notwithstanding (c) above, compensatory leave with pay which is earned within the three (3) month period immediately preceding the end of the twelve-month period defined by NAV CANADA may be carried over for a further twelve (12) months after which time any unused leave shall be paid out at the employee's hourly rate of pay.

**32.06\*** When an employee works overtime between midnight and their next scheduled work day, they shall be entitled to eight (8) hours of rest before reporting for duty. If in the application of this clause, an employee works less than their regularly scheduled shift they shall, nevertheless, receive their regular daily rate of pay and shall be considered to have worked the employee's regular scheduled shift for the purposes of the application of overtime.

**ARTICLE 33\***

**SHIFT PREMIUMS**

**33.01\* Shift Premium**

- (a) An employee who is required to work a shift which ends after 6:00 P.M. shall receive a premium of one dollar and fifty cents (\$1.50) per hour for all hours worked between 4:00 P.M. and midnight.
- (b) An employee who is required to work a shift which starts before 6:00 A.M. shall receive a premium of three dollars and seventy-five cents (\$3.75) per hour for all hours worked between midnight and 08:00 A.M.

**33.02\* Weekend Premium**

- (a) Employees shall receive an additional premium of two dollars and fifty-five cents (\$2.50) per hour for work on a Saturday and/or Sunday for hours worked as stipulated in (b) below.
- (b) Weekend premium shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.

**ARTICLE 34\***

**WASH-UP TIME**

**34.01\*** Where, due to the nature of the work, there is a clear-cut need, wash-up time to a maximum of ten (10) minutes will be permitted both before the end of the working day and prior to the meal break for employees.

## ARTICLE 35\*

### TRAVELLING TIME

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

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

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

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

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

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

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

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

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

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

and

- (ii) at the applicable overtime rate for additional travel time in excess of their regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the overtime rate of pay.
- (c) On a day of rest or on a general holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of ten (10) hours' pay at the applicable overtime rate.

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

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

**35.07 Travel Premium**

Employees who are in travel status and incur an overnight stay outside of the headquarters area shall receive one-half (1/2) hour of compensatory time off in lieu for each overnight stay up to and including 50 overnights in a vacation year. Employees who are in travel status and incur an overnight stay outside of the headquarters area of more than fifty (50) overnights shall receive one (1) hour of compensatory time off in lieu for each overnight stay in a vacation year.

If the compensatory time off in lieu cannot be liquidated by the end of the vacation year, then payment in cash will be made at the employee's straight-time rate of pay as of March 31<sup>st</sup>.

Notwithstanding the above, compensatory leave with pay which is earned within the three (3) month period immediately preceding the end of the twelve-month period defined by NAV CANADA may be carried over for a further twelve (12) months after which time any unused leave shall be paid out at the employee's straight-time rate of pay.

**35.08\* Luggage\***

The parties have agreed to supply luggage to employees who are required to travel extensively on NAV CANADA business. In order to implement the terms of this agreement, "extensive travel" shall be deemed to be travel of 25 or more overnights in a year. Employees falling in this category are authorized to submit a

business claim for luggage (and replacement luggage as deemed necessary by the employee's manager, due to excessive wear, theft or damage) up to a maximum of \$150.00.

### **35.09\* Working Conditions in Isolated or Remote Locations \***

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

### **35.10\* Short Notice Travel – Construction and Facilities Services\***

Employees who are required to travel with less than forty-eight (48) hours notice and where such travel involves one or more overnight stays, will be granted a day of special compensatory leave. Every reasonable effort will be made to allow the employee to take such time off by the end of the leave year (March 31) of each year. If by March 31, such special compensatory time has not been taken as leave, it shall be carried forward into the next year.



## ARTICLE 36\*

### STANDBY AND CALL-BACK

#### STANDBY

- 36.01 Where NAV CANADA requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of one hour's pay at the straight time rate for each eight (8) consecutive hours or portion thereof that they are on standby.
- 36.02 An employee designated by letter or by list for standby duty shall be available during their period of standby at a known telephone number and be readily available to return for duty. In designating employees for standby, NAV CANADA will endeavour to provide for the equitable distribution of standby duties.
- 36.03 No standby payment shall be granted if an employee is unable to report for duty when required.
- 36.04 An employee on standby who is required to report to a NAV CANADA workplace 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 three (3) hours' pay at the applicable overtime rate
- 36.05 An employee on standby who is called to work and is not required to return to a NAV CANADA workplace to complete the work will be compensated by one and one-half (1 ½) hours' pay at the straight time rate. Where the call or the work exceeds one hour, they shall be entitled to the compensation in accordance with Article 36.04

#### CALL-BACK

- 36.06 If an employee on a general holiday or a day of rest or after they have completed their work for the day and has left their place of work is called back to work and returns to a NAV CANADA workplace they shall be entitled to the greater of:
- (a) the equivalent to three (3) hours' pay at the applicable overtime rate for each call-back;

or

- (b) payment at the applicable overtime rate for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.
- (c) The minimum payment referred to in 36.06(a) or 36.06(b) above, does not apply to part-time employees. Part-time employees will receive a minimum payment of four (4) hours' pay at the straight time rate of pay.

36.07 An employee who is called back to work and is not required to return to a NAV CANADA workplace to complete the work will be compensated by one and one-half (1 ½) hours pay at the straight time rate. Where a call or the work at home exceeds one hour, they shall be entitled to the compensation in accordance with Article 36.06.

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

#### **No Pyramiding of Payments**

36.09 Payments provided under Article 32 Overtime, Article 24 General Holidays and clause 36.04, 36.05, 36.06 and 36.07 above shall not be pyramided; that is an employee shall not receive more than one compensation for the same service.

## **ARTICLE 37**

### **REGISTRATION LICENSING FEES**

- 37.01 NAV CANADA shall reimburse an employee for their payment of registration or licensing fees to an organization, government or governing body when, as determined by NAV CANADA, such registration or license is a requirement for the continuation of the performance of the duties of the employee's position. The above shall not include the reimbursement of obtaining or maintaining a motor vehicle license.
- 37.02 Membership dues referred to in Article 5 (Check-off) of this agreement are specifically excluded as reimbursable fees under this Article.

## ARTICLE 38

### SEVERANCE PAY

38.01 In the following circumstances and subject to clause 38.02, an employee shall receive severance benefits calculated on the basis of their weekly rated pay:

(a) **Layoff**

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

(b) **Death**

If an employee dies, there shall be paid to their 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.

38.02 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 payment by the Public Service and/or NAV CANADA. Under no circumstances shall the maximum severance pay provided for under Clause 38.01 be pyramided.

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

## ARTICLE 39

### PART-TIME EMPLOYEES

#### Definition

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

#### General

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

39.03 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.

39.04 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.

39.05 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.

39.06 Leave will only be provided:

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

or

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

#### General Holidays

39.07 Part-time employees shall be paid for the general holidays an amount equal to the average daily wages earned in the thirty (30) days preceding the general holiday.

39.08 When a part-time employee is required to work on a day which is prescribed as a general holiday for a full-time employee in clause 24.01 of the agreement, the employee shall be paid in accordance with Article 24 of this agreement.

39.09 A part-time employee who reports for work as directed on a day which is prescribed as a general holiday for a full-time employee in clause 24.01 of the Agreement, shall be paid for the time actually worked in accordance with clause 39.08, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

### **Overtime**

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

39.11 Subject to 39.10 a part-time employee who is required to work overtime shall be paid overtime as specified by the Agreement.

### **Call-Back**

39.12 When a part-time employee meets the requirements to receive call-back pay in accordance with 36.06 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**

39.13 Subject to 39.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with the reporting pay provision of the Agreement, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

### **Bereavement Leave**

39.14 Notwithstanding clause 39.03, there shall be no prorating of a "day" in clause 28.02, Bereavement Leave With Pay.

### **Vacation Leave**

39.15 A part time employee shall earn vacation leave in the same ratio as the normal number of hours worked in the month compared with the normal hours of work specified of a full-time employee.

- 39.16 An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn any credits in excess of the entitlement of a full-time employee.
- 39.17 Notwithstanding the provisions of Article 38 (Severance Pay) of the Agreement, where the period of continuous service in respect of which severance benefit is to be paid consists of both full and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous service eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate classification level to produce the severance pay benefit.

### **Restriction on Outside Employment**

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

## ARTICLE 40\*

### SENIORITY

40.01 Seniority shall be defined as:

- (a) The continuous service of an employee in the bargaining units represented by the PSAC with NAV CANADA.
- (b) For a “designated” employee the employee’s continuous service in the bargaining units represented by the PSAC with NAV CANADA in addition to their 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.

40.02 An employee shall not accrue seniority during their probationary period. Once they have successfully completed their probationary period seniority shall be retroactive to their date of hire.

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

(b) The seniority lists shall indicate the following:

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

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

**40.05\*** An employee shall continue to accumulate seniority during any absence due to industrial or non-industrial accident or illness, lay off until the Right of Recall



expires, paid Leaves of Absence provided for under the present Collective Agreement, Maternity and Parental Leave, Compassionate Care Leave, Critical Illness Leave, Leave Related to Death or Disappearance of a Child or Children, and Leave for an elected Union Official in accordance with Article 13.12. Any other unpaid authorized Leave of Absence employees shall only continue to accumulate seniority for a maximum period of twelve (12) months.

**40.06** \*Seniority shall be lost and employment shall cease if the employee:

(a)\* is discharged for just cause and is not reinstated by agreement of the Parties or by virtue of an award by an arbitrator;

(b) retires;

(c) voluntarily resigns;

(d) is laid off for a period of eighteen (18) months;

(e) fails, without valid reason, to return to work from an authorized leave of absence for a period of five (5) consecutive working shifts following the expiry of such leave.

40.07 (a) Employees permanently appointed to a position with the Employer outside the bargaining units represented by the PSAC shall retain their accrued seniority, but cease to accumulate, for a period not to exceed twelve (12) months from the date of appointment outside the bargaining units represented by PSAC.

(b) Employees temporarily appointed or on an acting assignment with the Employer outside the bargaining units represented by the PSAC shall retain and accumulate seniority for a period not to exceed one hundred and eighty (180) days and shall retain that seniority for a period not to exceed one (1) year from the date of the appointment/assignment outside the bargaining units represented by the PSAC.

40.08 A full-time employee whose employment is terminated while employed in the bargaining units represented by the PSAC and who is subsequently re-employed within the PSAC bargaining units after one hundred and twenty (120) days shall be credited with previous seniority in the PSAC bargaining units after accumulating a further three (3) consecutive years in the PSAC bargaining units.

## **ARTICLE 41\***

### **STAFFING**

#### **41.01 Principles**

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

#### **41.02 Order of Staffing**

- (a) Priority Placement in accordance with Article 41.03
- (b) Deployment in accordance with Article 41.04
- (c) Competitive Process in accordance with Article 41.05

#### **41.03 Priority Placement**

Prior to staffing a vacancy in accordance with the remainder of this Article, NAV CANADA shall assign a qualified employee who previously occupied a position at the same or higher level at the location where the vacancy occurs in order of precedence as follows:

- (a) Employees who have received lay-off notices (surplus) in accordance with Article 45, Employment Security.
- (b) Employees who have been laid off and retain recall rights in accordance with Article 45, Employment Security.
- (c) Employees returning from an authorized Leave of Absence of more than twelve (12) months.
- (d) An employee on priority in excess of twelve (12) months shall have their name removed from priority and their employment shall be terminated.

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

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

#### **41.04 Deployment**

At its discretion and provided there are no qualified employees identified in 41.03 above, NAV CANADA may fill a position vacancy by deployment subject to the following conditions:

- (a) The employee being deployed is at the same level as the vacant position.
- (b) Employees shall not be unilaterally deployed if the deployment requires relocation under the NAV CANADA Travel and Relocation Guidelines.

#### **41.05 Competitive Process**

If there has been no assignment in accordance with clauses 41.03 or 41.04 NAV CANADA will post the vacancy for a minimum period of fourteen (14) days.

#### **41.06 Area of Selection**

Prior to posting the vacancy, in accordance with clause 41.05, NAV CANADA will determine an area of selection, as local, regional, inter-regional or national. The PSAC will be advised on the area of selection. At the request of the PSAC within four (4) days of the advice, the PSAC and NAV CANADA shall discuss the choice of area of selection for the posting.

#### **41.07\* Contents of Posting**

The poster shall include the following information:

- (a) position title, classification level and location;
- (b) area of selection;
- (c) salary range;
- (d)\* summary duties of the position; and a notation that the statement of duties is available on request,
- (e) particular working conditions including shift work, need to travel;
- (f) essential qualifications including security clearances and language requirements;
- (g) closing date;

- (h) name, address, e-mail address and phone number of the NAV CANADA representative designated to receive the application;
- (i) the establishment of an eligibility list if such is the case; and,
- (j) the Statement of Qualifications.

#### **41.08 Statement of Qualifications**

For each position to be staffed NAV CANADA shall develop a Statement of Qualifications. The qualifications must be relevant to the position. Upon request an employee shall be provided with any current statement of duties of the position.

#### **41.09 Timeliness of Applications**

Interested employees may apply for the position posted by transmitting their application in accordance with the posting with NAV CANADA no later than the closing date of the posting.

#### **41.10 Eligible Employees**

For the purposes of the present Article, a candidate may include a qualified employee from another occupational group covered by the present agreement or an employee from outside the bargaining unit(s) whose current position is at a lower or equivalent level to that of the vacant position being posted. In the latter case, the candidate, even though qualified, shall not be considered for the position if there are qualified candidates from within the bargaining unit.

#### **41.11\* Selection Process**

- (a) Employees who do not meet the basic requirements for the position(s) being staffed, as outlined on the Statement of Qualifications, shall be screened out and shall be so advised.
- (b) An employee appraisal shall not be used as part of the staffing process
- (c) The remaining applicants will be assessed against the Statement of Qualifications by a variety of means, such as testing, interviewing, and/or other reasonable measures. Interviews may be conducted in person, via teleconferencing or other suitable methods.
- (d) The qualified candidate who best meets the requirements of the position shall be selected. When two (2) or more qualified candidates are relatively equal, the most senior will be selected.

#### **41.12 Eligibility Lists**

- (a) Eligibility lists are lists of qualified candidates established following a competition to fill an immediate need or anticipated needs for identical or similar positions to those for which it was established. These lists shall be valid for a period not exceeding twelve (12) months from the dates they were established.
- (b) When using an eligibility list, the selected employee may decline the assignment without jeopardizing their standing on the list.

#### **41.13 Advice to Successful Candidate**

The selected candidate shall be advised of the date of their assignment to the new position. The assignment date may be affected by operational requirements including the availability of qualified replacement employees.

#### **41.14 Travel and Relocation**

Selected employees assigned to positions in a new location shall be eligible for travel and relocation expenses as provided for in the NAV CANADA Travel Guideline and Relocation Guideline.

#### **41.15\* Familiarization Period**

- (a)\* Upon assignment the employee shall be granted a familiarization period of a maximum of forty-five (45) days actually worked during which period the employee may return, or be returned by NAV CANADA to their former position.
- (b)\* During the forty-five (45) day familiarization period, if the position requires relocation under the NAV CANADA Travel Program and Relocation Program, the employee shall be on travel status as provided for in the Program. No relocation expenses shall be paid during this period unless mutually agreed otherwise. In this latter case, the return rights shall be extinguished.

#### **41.16\* Post Board Debriefing**

- (a) Any employee who participated in the selection process is entitled, upon request, to a post-board debriefing. If the employee wishes to have a PSAC-UCTE Union representative in attendance, this will be accommodated. At the post board meeting, NAV CANADA shall fully disclose information related to the evaluation of the employee's candidacy.

- (b)\* At the request of a PSAC-UCTE union representative, NAV CANADA agrees to meet with the appropriate Regional Vice-President - UCTE, no later than 15 days after the competition results have been communicated\* to the employee(s), unless otherwise agreed, where a representative of Human Resources will provide all pertinent information relating to the successful candidate's candidacy.

\* This communication will be sent to the employee's work email, or, if requested in writing, to the employee's personal email.

#### **41.17 Positions Not Subject To Staffing Procedures**

- (a) NAV CANADA may, at its discretion, assign employees to fill temporary vacancies normally of less than twelve (12) months' duration. Vacancies caused by temporary assignments, vacations, absences due to accidents or illness anticipated to be of a duration less than twelve (12) months, or leaves of absence for less than twelve (12) months shall be deemed temporary. The parties may meet at the local level, to develop procedures for filling these vacancies.
- (b) Positions referred to in clause 41.17 and temporary positions required for special projects and urgent temporary needs may be filled at NAV CANADA's discretion by regular or temporary employees.
- (c) Prior to filling a temporary vacancy with a temporary or term employee, NAV CANADA will notify the Local President of the position or project the temporary or term employee is being placed into and the anticipated length of the appointment.

NAV CANADA may use the Expression of Interest as described in Article 41.18 to fill temporary vacancies.

#### **41.18\* Expression of Interest**

- (a) Temporary positions that may be staffed pursuant to articles 41.17 may be communicated and offered as an Expression of Interest. In this event, NAV CANADA will notify employees of the temporary position or temporary vacancy, and a copy will be sent to the President of the Local.
- (b)\* The interested employee will indicate their expression of interest to the contact person indicated on the posting and shall accompany a detailed resume or skills inventory. The manager shall consider employees' expressions of interest that correspond to the requirements of the position to be filled.

- (c)\* Employees may also initiate an expression of their interest to unsolicited positions by informing the manager of the position or organizational area that they are interested in a development opportunity. Development opportunities may include short term assignments, job shadowing, acting assignments and operational training opportunities.

#### **41.19 Temporary Assignment of a Regular Employee**

A regular employee who accepts a temporary assignment shall be entitled to return to their former position at the end of the temporary assignment. In the event that a reduction of the work force has occurred involving the employee's position during the temporary assignment, the returning employee shall be subject to the provision of Article 45, Employment Security.

#### **41.20\* Leave of Absence**

- (a)\* An employee on an authorized leave of absence for less than twelve (12) months for whatever reason and an employee on a leave of absence with job protection under Part III of the Canada Labour Code of more than twelve (12) months, shall upon their return be assigned to their former position. In the event that reduction of the work force has occurred involving the employee's position during the leave of absence, the returning employee shall be subject to the provisions of Article 45, Employment Security.
- (b) If an employee has been absent for two (2) or more consecutive leaves and is returning to work, the present clause shall apply only if the total accumulation of periods of leaves of absence is less than twelve (12) months, except those employees on a leave of absence with job protection under Part III of the Canada Labour Code.
- (c) An employee on an authorized leave of absence for more than twelve (12) months for whatever reason, upon the expiry of the leave(s), shall be placed on priority in accordance with 41.03 (c), except those employees on a leave of absence with job protection under Part III of the Canada Labour Code.

#### **41.21 Change in Work Location**

In the event NAV CANADA moves a position from one location to another and if the employee is to be transferred to the new location, NAV CANADA shall provide the employee with a ninety (90) day notice and will consult with the PSAC to explain the reasons for the transfer.

#### 41.22 Probationary Period

- (a) New employees will be on probation for twelve (12) months from their date of hire. Each employee shall have only one (1) probationary period.
- (b) Notwithstanding (a) above, an employee hired on the basis that they will acquire a second official language during employment will be deemed to be on probation until such time as the employee has successfully met the condition. In this case the probationary period may be extended by NAV CANADA by a period equivalent to the accumulated regular work time taken by the employee in language training.
- (c) Absences from work for whatever reason exceeding thirty (30) days shall not be counted for the purposes of the probationary period.
- (d) The release of a probationary employee may be carried out by NAV CANADA at any time during the probationary period. NAV CANADA's discretion must be exercised in good faith, without discrimination and in a non-arbitrary fashion.

#### 41.23\* Change in Employment Status – Temporary Employees

Employees hired on a temporary basis will become a regular employee after three (3) years of continuous service. NAV CANADA will provide a quarterly report on the specific use of temporary employees in each location to the respective Local and the UCTE national office. Upon request by either party, UCTE and NAV CANADA will consult on the use of temporary employees.

#### 41.24 Employment Equity

The PSAC and NAV CANADA are committed to Employment Equity and shall comply with the provisions of the *Employment Equity Act*.



## **ARTICLE 42**

### **TRAINING**

- 42.01 NAV CANADA and the employee shall discuss training requirements at least once a year and the means and methods by which training shall be given and shall provide employees with adequate training and instruction on equipment and procedures prior to their introduction and refresher training where appropriate.
- 42.02 When NAV CANADA identifies that the technological change or the replacement of systems will impact on employees, as part of the consultation process to minimize the adverse effect on these employees, the areas of consideration in the transition plan shall include training requirements of these employees.

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

## **ARTICLE 43**

### **STATEMENT OF DUTIES**

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

## **ARTICLE 44**

### **CLASSIFICATION**

#### **44.01 Lower Classification**

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

#### **44.02 Higher Classification**

- (a) In the event that a position is reclassified/modified to the extent that a higher rate of pay results, the employee presently filling the position, if qualified to perform the duties of the reclassified position shall be assigned to the higher level. If necessary, the employee may be provided with a familiarization period.
- (b) When there are several employees performing similar duties, the reclassified position shall be posted, but the area of selection shall be restricted to the location of the employees affected.

#### **44.03 New Positions**

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

## ARTICLE 45

### EMPLOYMENT SECURITY

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

45.02 Meaningful PSAC/NAV CANADA consultation shall begin:

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

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

- (a) an employee shall receive a formal notice of surplus status at least six months prior to layoff date (surplus period), copied to the PSAC;
- (b) NAV CANADA will explore options with the employee and, if requested the PSAC Representative;

- (c) NAV CANADA will provide employees with financial and pension advice during this period;
  - (d) if NAV CANADA and the employee have been unsuccessful in finding an appropriate employment opportunity within NAV CANADA at the end of the surplus period, the employee may choose layoff with recall rights, or accept a NAV CANADA Departure Incentive Program;
  - (e) NAV CANADA may offer and the employee may accept a NAV CANADA Departure Incentive Program during their surplus period.
- 45.04 (a) An employee who declines a reassignment or refuses the offer of a NAV CANADA Departure Incentive Program shall be laid off at the end of their notice period and their name shall be inscribed on the recall list.
- (c) NAV CANADA shall provide the PSAC with an accurate copy of the Recall List on the first working day of each month.
- 45.05 In situations of permanent reduction in the work force NAV CANADA may accept the offer of resignation by an employee for the purpose of providing a position for an employee subject to lay-off. Factors to be considered shall include the qualifications of the employee subject to the lay-off position level and requirements, its location and costs. The employee accepting termination shall be entitled to the NAV CANADA Departure Incentive Program.
- 45.06 (a) In situations where retraining under clause 45.02 is called for, NAV CANADA shall provide the training or access to it.
- (b) An employee unsuccessful in training shall be eligible for the option provided for in clause 45.03 (d) above. In this case the training period is deemed to be included in the surplus period. However, if the training period extends beyond the surplus period, the notice of surplus is deemed to have been extended.
- 45.07 In the event that two (2) or more employees at the same level, location and occupational group are vulnerable or surplus and all cannot be assigned under the present article or under clause 41.03 (a) and (b), Priority Placement, lay-off shall be by reverse order of seniority.
- 45.08 An employee who accepts the NAV CANADA Departure Incentive payment, or who is not recalled to work during a period of eighteen (18) months from the date of lay-off, or who is recalled and refuses an assignment to a position at the same level and location shall cease to be an employee of NAV CANADA.
- 45.09 Recall to a position under Article 41.04, Priority Placements, shall be by order of seniority. An employee on the recall list shall have the right to refuse a recall

to the same occupational group but at a lower level than their level held at the time of lay-off or at a different location.

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

45.17 In the event that NAV CANADA opts to contract out existing work, and employees are thereby affected, the consultation process provided for under Article 45.02 shall apply.

## ARTICLE 46

### TECHNOLOGICAL CHANGE

- 46.01 The parties agree that they shall be governed by the definition of technological change in the *Canada Labour Code*.
- 46.02 Whenever NAV CANADA proposes to effect a technological change that is likely to affect either the terms and conditions or the security of employment of employees, NAV CANADA shall give notice of the technological change to the PSAC at least one hundred and eighty (180) days prior to the date on which the technological change is to be affected.
- 46.03 The notice referred to in Article 46.02 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 47**

**AGREEMENT REOPENER**

47.01 This Agreement may be amended by mutual written consent.

## **ARTICLE 48\***

### **DURATION**

**48.01\*** This collective agreement shall expire on December 31, 2020.

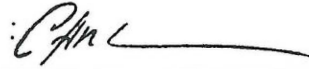
**48.02\*** Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on January 1, 2018.

SIGNED AT OTTAWA, this 12<sup>th</sup> day of the month of June 2019  
NAV CANADA

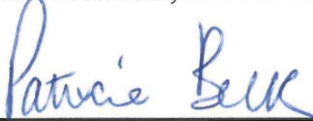
PUBLIC SERVICE ALLIANCE OF  
CANADA (PSAC)



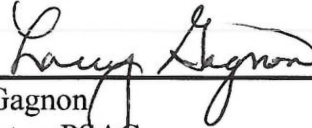
Elizabeth Cameron  
Vice-President, Labour Relations



Chris Aylward  
PSAC National President



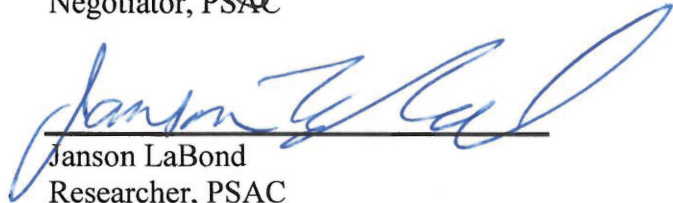
Pat Beck  
Chief Negotiator, NAV CANADA



Larry Gagnon  
Negotiator, PSAC



Dustin Abbott  
Negotiating Team Member



Janson LaBond  
Researcher, PSAC



Paul Estes  
Negotiating Team Member



Chris Bussey  
National Representative UCTE



Marlene McAfee  
Negotiating Team Member



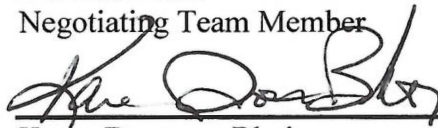
Michelle Timmerman  
Negotiating Team Member



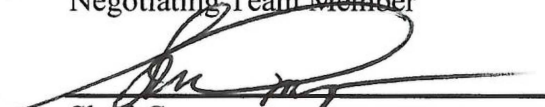
Dorinda Grant  
Negotiating Team Member



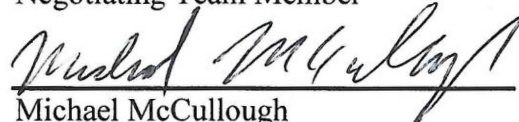
Michelle Webster  
Negotiating Team Member



Karen Donovan-Bhoi  
Negotiating Team Member



Sheri Campeau  
Negotiating Team Member



Michael McCullough  
Negotiating Team Member

## **LETTER OF UNDERSTANDING NO. 1 \***

Subject: Pension Plan

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

Effective December 1, 2014 all newly hired employees will be placed under the provisions of Part B of the NAV CANADA Pension Plan.

Effective December 1, 2014 all new ongoing hires, upon completion of their probation period shall receive a \$2000 lump sum non-pensionable payment. The intent is to allow employees hired after December 1, 2014 to use these funds to supplement their retirement savings. All NAV CANADA employees now have access to the group Registered Retirement Savings Plan (RRSP) and group Tax-Free Savings Account (TFSA), both set-up through Sun Life Financial.

Temporary employees and employees who had previously retired from NAV CANADA shall not be entitled to this lump sum payment. Employees shall only receive the lump sum payment once in their career at NAV CANADA.

Pre-retirement indexation ceases for those employees who leave the company prior to normal retirement from Part A for all future service effective December 1, 2014 until commencement of receipt of their pension.

For clarity, the NAV CANADA Pension Plan may not be discontinued without the express written consent of both parties in so far as it relates to the Public Service Alliance of Canada.

## LETTER OF UNDERSTANDING NO. 2

Subject: Classification (*Historical reference only*)

The following Classification Adjustment was applied January 1, 2014. Wage increases as set out in Appendix A were applied following the classification adjustment.

	<b>Step1</b>	<b>Step2</b>	<b>Step3</b>	<b>Step4</b>	<b>Step5</b>
<b>ATP-1</b>	\$32,632	\$34,672	\$36,711	\$38,751	\$40,790
<b>ATP-2</b>	\$36,310	\$38,580	\$40,849	\$43,119	\$45,388
<b>ATP-3</b>	\$40,806	\$43,357	\$45,907	\$48,458	\$51,008
<b>ATP-4</b>	\$46,255	\$49,146	\$52,037	\$54,928	\$57,819
<b>ATP-5</b>	\$53,067	\$56,383	\$59,700	\$63,017	\$66,333
<b>ATP-6</b>	\$61,376	\$65,212	\$69,048	\$72,884	\$76,720
<b>ATP-7</b>	\$71,593	\$76,067	\$80,542	\$85,016	\$89,491
<b>ATP-8</b>	\$84,262	\$89,528	\$94,795	\$100,061	\$105,328

Employees who were not salary protected were adjusted to the closest to but not less than rate of their band.

### **LETTER OF UNDERSTANDING NO. 3 \***

Subject: NAV CANADA Departure Incentive Program

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

This Letter of Understanding and the attachment will remain in effect for the life of the collective agreement.

However, if the present Collective Agreement has expired and is not replaced and the conditions of work are then maintained under the *Canada Labour Code*, surplus employees during this period shall, remain eligible under the conditions described for in the Collective Agreement, for the above-mentioned Departure Incentive Program.

**THE NAV CANADA DEPARTURE INCENTIVE PROGRAM  
APPLICABLE TO PSAC MEMBERS \***

**Purpose**

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

**The Departure Incentive Program Compensation Package**

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

<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
“ three “ four	48 weeks
“ four “ five	50 weeks
Over five years service and <35	52 weeks
“ “ >35 but <40	54 weeks
“ “ >40 but <45	56 weeks
“ “ >45 but <46	58 weeks
“ “ >46 but <47	60 weeks
“ “ >47 but <48	62 weeks
“ “ >48 but <49	64 weeks
“ “ >49 but <50	66 weeks
“ “ >50 but <51	64 weeks
“ “ >51 but <52	63 weeks
“ “ >52 but <53	62 weeks
“ “ >53 but <54	61 weeks
“ “ >54 but <55	58 weeks
“ “ >55 but <56	56 weeks

<b>Age or years of service criteria</b>	<b>DIP Compensation</b>
“ “ >56 but <57	54 weeks
“ “ >57 but <58	52 weeks
“ “ >58 but <59	50 weeks
“ “ >59 but <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,
- 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.

Retired employees who meet certain criteria may be eligible for the NAV CANADA Bargaining Agent Association (NCBAA) Health Care Plan.

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**

Subject: Variable Work Week

Notwithstanding Article 30.10(c) on compressed work weeks, the Union and the Employer agree that subject to the mutual agreement of an employee and the Employer, the averaging period for a compressed work week may be extended beyond twenty-eight (28) days.

## **LETTER OF UNDERSTANDING NO. 5**

Subject: Self-Funded Leave Policy

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

## **LETTER OF UNDERSTANDING NO. 6 \***

Subject: Aircraft Maintenance Scheduling

Due to the nature of their work and flight inspection schedules across Canada, the averaging period for aircraft maintenance personnel will not fit within the traditional operating employee work week averaging of up to 63 days. Therefore, notwithstanding the hours provided for in Article 30.01 of the Collective Agreement, the Parties agree that the period for the averaging hours of work for these employees be established on a rotating schedule based on an average of 37.5 hours per week over 84 days.

**LETTER OF UNDERSTANDING NO. 7 \***

Subject: Family Violence

Further to Clause 28.17, once the Federal Legislation dealing with Family Violence comes into force and the Regulations have been finalized, the Parties shall meet forthwith to ensure compliance and to establish the role of Union Advocates available to employees who are victims of such violence.

## **LETTER OF UNDERSTANDING NO. 8 \***

Subject: NAV CANADA Co-op and Summer Student Programs

During this round of collective bargaining, the Union tabled proposals to address concerns related to the Company's student programs.

In order to alleviate the Union's concerns during the life of this Collective Agreement, the Company commits to the Union that its student programs will not adversely affect the status of employment and working conditions of employees in the bargaining unit. Adverse impacts could include but are not limited to, reducing the hours of work, impeding an employee's ability to work overtime or take leave. A student will not be given priority over an employee for bargaining unit positions.

NAV CANADA's use of students is to support youth enrolled in academic programs by offering work experience that may help in making career choices or providing meaningful context to post-secondary studies.

NAV CANADA hires two types of students: Co-op students and summer students.

Co-op students are students hired by NAV CANADA to perform work related to their area of study. Examples of this could include, but are not limited to, Finance and Accounting, Communications, or Human Resources.

Summer students are students hired by NAV CANADA during the period May 1<sup>st</sup> to the last Friday before Labour Day to work. This work can fall within any of the Company's various functional groups. It is required that summer students provide proof they are enrolled to return to college/university in the following semester.

The respective Local and RVP UCTE will be advised of the proposed hiring of and use of students who are hired to work alongside PSAC members.

## LETTER OF UNDERSTANDING NO. 9\*

Subject: Leave With Income Averaging

This letter will confirm our understanding reached during the current round of negotiations that NAV CANADA agrees to implement, in consultation with the union, a Leave With Income Averaging (LWIA) program subject to the compliance of all laws administered by the Canada Revenue Agency (CRA).

Leave With Income Averaging is a special working arrangement whereby an eligible employee can request to take leave without pay for a period of no less than six (6) weeks and a maximum of (3) three months within a specified calendar year and have their salary reduced over the twelve-month period.

The development of such a program will commence once the replacement ERP system is fully implemented and no later than December 31, 2019, based upon the following guidelines:

1. Only regular on-going employees are eligible to apply for income averaging.
2. Income averaging will be granted only once in the career of an eligible employee.
3. NAV CANADA may grant additional access to LWIA where there is mutual agreement to do so.
4. The leave without pay must be taken in one period within the 12-month period of any calendar year.
5. Approval of the period of leave requested will be based upon operational requirements.
6. Once an employee's application for income averaging has been approved, any changes to the arrangement, including its cancellation, are to be made only in rare and unforeseen circumstances.

Further, the parties will form joint committee to research the implications of such a program on employee entitlements and to consider the specific terms and conditions of the program including such items as:

- Taxation
- Benefits
- Employment status while on LWIA
- Application process and terms of approval
- Pension
- Overtime
- Allowances

- Disability (sick leave)
- Employment insurance
- CPP
- Union dues
- Other payroll deductions
- Designated paid holidays
- Other items that either party deems appropriate.

## **LETTER OF UNDERSTANDING NO. 10\***

Subject: End of Career Leave Program Trial

During this round of negotiations, the Parties discussed the creation of a pre-retirement leave program for employees to transition into retirement. The Parties have agreed to trial this concept until December 31, 2020 under the following conditions:

- 1) Employees who participate in this program must have achieved at least 28 years of service.
- 2) Compensatory time banked but not used by March 31<sup>st</sup> may be paid out at the employees request or transferred in whole or in part to be locked into the End of Career Leave Program.
- 3) Once locked in, this bank cannot be paid out, except in the case where the employee has deceased.
- 4) Employees may bank up to the equivalent of 6 calendar months of End of Career Leave.
- 5) Employees must provide at least six (6) months' notice prior to the start of the End of Career Leave Program and irrevocably retire from NAV CANADA at the end of their End of Career Leave.

Note: Notwithstanding the above, should an employee participating in this program experience a significant life changing event which causes the employee to request that such participation be terminated, the Employer shall make every reasonable effort to grant such a request.



## LETTER OF UNDERSTANDING NO. 11\*

Subject: Reduced Work Week Trial

During the current round of bargaining, the parties agreed to introduce the concept of a reduced work week as a flexible work arrangement option.

Approval of a reduced work week arrangement shall be considered on a case by case basis and in consideration of the nature of the work performed by the employee. It is agreed that due to the nature of the work performed by some of the employees covered by this bargaining unit, a reduced work week arrangement may not be possible. Therefore, on a trial basis, upon request of an employee and with the concurrence of NAV CANADA, an employee may request to work a reduced work week.

The normal daily hours of work shall be seven and one half (7½) hours over a four (4) day period, exclusive of a meal period, for non-operational employees. For operating employees, shift lengths shall be based on a thirty (30) hour work week.

Terms and conditions applicable to employees under a reduced work week shall be determined by NAV CANADA and the union on a case by case basis.

A request for a reduced work week shall not be unreasonably denied.

Reduced work weeks will be reviewed on a regular basis. If existing reduced work week arrangements become inappropriate due to changes in the work environment, individual performance or attendance issues, the work itself or if the cumulative impact of such arrangements is negatively impacting stakeholders, the reduced work week will be cancelled and the employee will revert to full time subject to thirty (30) working days written notice.

This trial remains in effect for the life of this collective agreement.

## **LETTER OF UNDERSTANDING NO. 12\***

Subject: Financial and Pre-Retirement Planning Seminars

Subject to operational requirements, an employee shall be granted, once in their career with NAV CANADA, up to one (1) day to attend a NAV CANADA Financial and Pre-Retirement Planning Seminar with no loss in regular pay. Meals, mileage and other related travel expenses are the responsibility of the participant. An employee may attend an additional NAV CANADA Financial and Pre-Retirement Planning Seminar of one (1) day once every five (5) years on their own time.

Employees in remote locations may request, once in their career, an individual retirement session of up to two hours, with no loss of regular pay, and will be reimbursed up to two hundred dollars (\$200) for the cost of such a session. Contact the Manager of Pensions Administration at (613) 563-3038 for information on how to apply for this service.

**LETTER OF UNDERSTANDING NO. 13\***

Subject: Scope of the Bargaining Unit

NAV CANADA, UCTE and the PSAC will meet within ninety (90) days of the signing of this Collective Agreement, unless otherwise agreed, to discuss issues and seek potential solutions related to the Scope of the Bargaining Unit.

## **LETTER OF UNDERSTANDING NO. 14\***

Subject: Gain Sharing

The Parties agree to discuss and explore the possibility of a gain sharing model. Any implementation or implementation date would be subject to mutual agreement of the Parties.

The goal of the gainsharing discussions will be to come up with a mutually agreeable model that allows for lump sum payments, in recognition of productivity and corporate performance. Our goal will be to have outcomes associated with these gain sharing discussions, should there be a mutual agreement on a model, implemented January 1, 2020. Ideally, this model would be applied to all bargaining units.

The parties agree to commence discussion on a gain sharing model no later than 90 days following ratification.

**APPENDIX A**

**PSAC ATP WAGE SCALE**

**A – Effective January 1, 2018**

**B - Effective January 1, 2019**

**C - Effective January 1, 2020**

ATP1					
A	36,922	39,229	41,536	43,845	46,150
B	38,030	40,406	42,783	45,161	47,535
C	38,411	40,811	43,211	45,613	48,011
ATP2					
A	41,083	43,650	46,218	48,787	51,354
B	42,316	44,960	47,605	50,251	52,895
C	42,740	45,410	48,082	50,754	53,424
ATP3					
A	46,170	49,055	51,941	54,826	57,712
B	47,556	50,527	53,500	56,471	59,444
C	48,032	51,033	54,035	57,036	60,039
ATP4					
A	52,334	55,605	58,875	62,147	65,418
B	53,905	57,274	60,642	64,012	67,381
C	54,445	57,847	61,249	64,653	68,055
ATP5					
A	60,041	63,793	67,544	71,299	75,050
B	61,843	65,707	69,571	73,438	77,302
C	62,462	66,365	70,267	74,173	78,076
ATP6					
A	69,441	73,782	78,121	82,460	86,801
B	71,525	75,996	80,465	84,934	89,406
C	72,241	76,756	81,270	85,784	90,301

ATP7

A	81,000	86,062	91,126	96,187	101,249
B	83,430	88,644	93,860	99,073	104,287
C	84,265	89,531	94,799	100,064	105,330

ATP8

A	95,334	101,292	107,250	113,208	119,166
B	98,195	104,331	110,468	116,605	122,741
C	99,177	105,375	111,573	117,772	123,969

## **PAY NOTES**

The following pay notes are applicable to all employees, including those who are salary protected:

### Supervisory Differential

Employees who are supervising employees who are in the same pay band as themselves shall receive a supervisory differential of 5% which will be paid hourly basis. The supervisory differential will apply to substantive and acting positions.

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

**A – Effective January 1, 2018**

**B - Effective January 1, 2019**

**C - Effective January 1, 2020**

<b>AS 1</b>						
A	55,648	57,848	60,053	62,242	64,438	66,371
B	57,318	59,584	61,855	64,110	66,372	68,363
C	57,892	60,180	62,474	64,752	67,036	69,047
<b>AS 2</b>						
A	61,923	64,386	66,848	69,311	71,392	
B	63,781	66,318	68,854	71,391	73,534	
C	64,419	66,982	69,543	72,105	74,270	
<b>AS 3</b>						
A	65,995	68,545	71,093	73,634	75,845	
B	67,975	70,602	73,226	75,844	78,121	
C	68,655	71,309	73,959	76,603	78,903	
<b>AS 4</b>						
A	71,281	73,965	76,634	79,324	81,702	
B	73,420	76,184	78,934	81,704	84,154	
C	74,155	76,946	79,724	82,522	84,996	
<b>AS 5</b>						
A	83,125	86,329	89,513	92,704	95,485	
B	85,619	88,919	92,199	95,486	98,350	
C	86,476	89,809	93,121	96,441	99,334	
<b>AS 6</b>						
A	96,663	100,415	104,168	107,915	111,155	
B	99,563	103,428	107,294	111,153	114,490	
C	100,559	104,463	108,367	112,265	115,635	
<b>AS 7</b>						
A	105,029	122,243	125,910			
B	108,180	125,911	129,688			
C	109,262	127,171	130,985			



PSAC - CR PAY SCALE  
Clerical and Regulatory

**A – Effective January 1, 2018**

**B - Effective January 1, 2019**

**C - Effective January 1, 2020**

SALARY PROTECTED EMPLOYEES

CR 1							
A	33,169	34,000	34,852	35,682	36,508	37,353	<b>38,446</b>
B	34,165	35,020	35,898	36,753	37,604	38,474	<b>39,600</b>
C	34,507	35,371	36,257	37,121	37,981	38,859	<b>39,996</b>
CR 2							
A	38,588	39,591	40,572	41,560	42,780		
B	39,746	40,779	41,790	42,807	44,064		
C	40,144	41,187	42,208	43,236	44,505		
CR 3							
A	45,325	46,608	47,902	49,187	50,636		
B	46,685	48,007	49,340	50,663	52,156		
C	47,152	48,488	49,834	51,170	52,678		
CR 4							
A	49,903	51,348	52,788	54,222	55,820		
B	51,401	52,889	54,372	55,849	57,495		
C	51,916	53,418	54,916	56,408	58,070		
CR 5							
A	56,140	57,772	59,423	61,052	62,856		
B	57,825	59,506	61,206	62,884	64,742		
C	58,404	60,102	61,819	63,513	65,390		
CR 6							
A	60,162	61,940	63,708	65,489	67,427		
B	61,967	63,799	65,620	67,454	69,450		
C	62,587	64,437	66,277	68,129	70,145		
CR 7							
A	69,748	71,834	73,917	76,010	78,265		
B	71,841	73,990	76,135	78,291	80,613		
C	72,560	74,730	76,897	79,074	81,420		

PSAC - DA PRO PAY SCALE

Data Processing

**A – Effective January 1, 2018**

**B - Effective January 1, 2019**

**C - Effective January 1, 2020**

SALARY PROTECTED EMPLOYEES

DA PRO 1

A	30,648	31,707	32,742	33,795	34,864	35,901	36,953	37,991
B	31,568	32,659	33,725	34,809	35,910	36,979	38,062	39,131
C	31,884	32,986	34,063	35,158	36,270	37,349	38,443	39,523
A	39,232	40,463	41,630	42,811	44,024	45,346		
B	40,409	41,677	42,879	44,096	45,345	46,707		
C	40,814	42,094	43,308	44,537	45,799	47,175		

DA PRO 2

A	44,594	45,985	47,380	48,755	50,213			
B	45,932	47,365	48,802	50,218	51,720			
C	46,392	47,839	49,291	50,721	52,238			

DA PRO 3

A	49,875	51,449	53,019	54,571	56,208			
B	51,372	52,993	54,610	56,209	57,895			
C	51,886	53,523	55,157	56,772	58,474			

DA PRO 4

A	55,538	57,289	59,025	60,772	62,596			
B	57,205	59,008	60,796	62,596	64,474			
C	57,778	59,599	61,404	63,222	65,119			

DA PRO 5

A	61,785	63,728	65,675	67,632	69,662			
B	63,639	65,640	67,646	69,661	71,752			
C	64,276	66,297	68,323	70,358	72,470			

DA PRO 6

A	69,063	71,239	73,432	75,623	77,890			
B	71,135	73,377	75,635	77,892	80,227			
C	71,847	74,111	76,392	78,671	81,030			

DA PRO 7

A	77,213	79,651	82,130	84,582	87,117
B	79,530	82,041	84,594	87,120	89,731
C	80,326	82,862	85,440	87,992	90,629

PSAC - DD PAY SCALE  
Drafting and Illustration

**A – Effective January 1, 2018**

**B - Effective January 1, 2019**

**C - Effective January 1, 2020**

SALARY PROTECTED EMPLOYEES

DD 1

A	35,447	36,689	37,926	39,174	40,409	41,645	42,879	44,167
B	36,511	37,790	39,064	40,350	41,622	42,895	44,166	45,493
C	36,877	38,168	39,455	40,754	42,039	43,324	44,608	45,948

DD 2

A	43,675	45,299	46,890	48,507	50,107	51,711	53,330	54,932
B	44,986	46,658	48,297	49,963	51,611	53,263	54,930	56,580
C	45,436	47,125	48,780	50,463	52,128	53,796	55,480	57,146

DD 3

A	53,738	55,538	57,351	59,152	60,926
B	55,351	57,205	59,072	60,927	62,754
C	55,905	57,778	59,663	61,537	63,382

DD 4

A	55,357	57,317	59,268	61,224	63,167	65,112	67,066
B	57,018	59,037	61,047	63,061	65,063	67,066	69,078
C	57,589	59,628	61,658	63,692	65,714	67,737	69,769

DD 5

A	64,765	67,015	69,256	71,510	73,653
B	66,708	69,026	71,334	73,656	75,863
C	67,376	69,717	72,048	74,393	76,622

DD 6

A	69,504	71,930	74,348	76,774	79,076
B	71,590	74,088	76,579	79,078	81,449
C	72,306	74,829	77,345	79,869	82,264

DD 7

A	75,491	78,147	80,807	83,463	85,967
B	77,756	80,492	83,232	85,967	88,547
C	78,534	81,297	84,065	86,827	89,433

DD 8

A	79,442	82,270	85,090	87,892	90,530
B	81,826	84,739	87,643	90,529	93,246
C	82,645	85,587	88,520	91,435	94,179

DD 9

A	82,968	85,918	88,880	91,827	94,581
B	85,458	88,496	91,547	94,582	97,419
C	86,313	89,381	92,463	95,528	98,394

PSAC – ED PAY SCALE  
Education

**A – Effective January 1, 2018**  
**B - Effective January 1, 2019**  
**C - Effective January 1, 2020**

SALARY PROTECTED EMPLOYEES

ED EDS 1							
A	72,086	76,064	80,032	82,911	85,780	88,651	91,311
B	74,249	78,346	82,433	85,399	88,354	91,311	94,051
C	74,992	79,130	83,258	86,253	89,238	92,225	94,992
ED EDS 2							
A	87,952	91,130	93,988	96,827	99,730		
B	90,591	93,864	96,808	99,732	102,722		
C	91,497	94,803	97,777	100,730	103,750		
ED EDS 3							
A	94,190	97,253	100,327	103,385	106,490		
B	97,016	100,171	103,337	106,487	109,685		
C	97,987	101,173	104,371	107,552	110,782		
ED EDS 4							
A	101,695	104,284	107,442	110,596	113,914		
B	104,746	107,413	110,666	113,914	117,332		
C	105,794	108,488	111,773	115,054	118,506		
ED EDS 5							
A	108,943	112,404	115,864	119,279	122,857		
B	112,212	115,777	119,340	122,858	126,543		
C	113,335	116,935	120,534	124,087	127,809		

**PSAC – EG PAY SCALE**  
**Engineering and Scientific Support**

**A – Effective January 1, 2018**

**B - Effective January 1, 2019**

**C - Effective January 1, 2020**

**SALARY PROTECTED EMPLOYEES**

**EG 1**

A	48,880	50,832	52,863	54,980	57,170	59,466	61,248
B	50,347	52,357	54,449	56,630	58,886	61,250	63,086
C	50,851	52,881	54,994	57,197	59,475	61,863	63,717

**EG 2**

A	53,760	55,918	58,147	60,474	62,898	65,407	67,370
B	55,373	57,596	59,892	62,289	64,785	67,370	69,392
C	55,927	58,172	60,491	62,912	65,433	68,044	70,086

**EG 3**

A	59,142	61,505	63,960	66,518	69,180	71,947	74,106
B	60,917	63,351	65,879	68,514	71,256	74,106	76,330
C	61,527	63,985	66,538	69,200	71,969	74,848	77,094

**EG 4**

A	65,051	67,649	70,356	73,173	76,099	79,144	81,517
B	67,003	69,679	72,467	75,369	78,382	81,519	83,963
C	67,674	70,376	73,192	76,123	79,166	82,335	84,803

**EG 5**

A	71,549	74,412	77,391	80,486	83,706	87,057	89,668
B	73,696	76,645	79,713	82,901	86,218	89,669	92,359
C	74,433	77,412	80,511	83,731	87,081	90,566	93,283

**EG 6**

A	78,710	81,856	85,129	88,537	92,075	95,758	98,633
B	81,072	84,312	87,683	91,194	94,838	98,631	101,592
C	81,883	85,156	88,560	92,106	95,787	99,618	102,608

## EG 7

A	86,577	90,037	93,641	97,388	101,281	105,333	108,492
B	89,175	92,739	96,451	100,310	104,320	108,493	111,747
C	90,067	93,667	97,416	101,314	105,364	109,578	112,865

## EG 8

A	95,237	99,046	103,005	107,125	111,405	115,866	119,340
B	98,095	102,018	106,096	110,339	114,748	119,342	122,921
C	99,076	103,039	107,157	111,443	115,896	120,536	124,151



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

**A – Effective January 1, 2018**

**B - Effective January 1, 2019**

**C - Effective January 1, 2020**

**SALARY PROTECTED EMPLOYEES**

	<u>Hourly</u>	<u>Annual</u>		<u>Hourly</u>	<u>Annual</u>
<u>GL-COI-10</u>			<u>GL-COI-11</u>		
A	37.34	73045.37	A	38.73	75765.15
B	38.46	75236.74	B	39.89	78038.11
C	38.84	75989.11	C	40.29	78818.50
<u>GL-COI-12</u>					
A	40.10	78447.72			
B	41.30	80801.16			
C	41.71	81609.18			
<u>GL-EIM-10</u>			<u>GL-EIM-11</u>		
A	37.01	72412.83	A	38.35	75019.79
B	38.12	74585.22	B	39.50	77270.39
C	38.51	75331.08	C	39.89	78043.10
<u>GL-EIM-12</u>					
A	39.74	77739.58			
B	40.93	80071.77			
C	41.34	80872.49			
<u>GL-ELE-5</u>					
A	27.19	53193.09			
B	28.01	54788.89			
C	28.29	55336.78			

<u>GL-INM-8</u>			<u>GL-INM-9</u>		
A	30.79	60233.81	A	32.01	62616.32
B	31.71	62040.83	B	32.97	64494.81
C	32.03	62661.24	C	33.30	65139.76
 <u>GL-INM-10</u>					
A	33.19	64926.82			
B	34.18	66874.63			
C	34.53	67543.38			
 <u>GL-MAM-8</u>			<u>GL-MAM-9</u>		
A	32.60	63770.96	A	33.89	66304.71
B	33.58	65684.09	B	34.91	68293.86
C	33.91	66340.94	C	35.26	68976.80
 <u>GL-MAM-10</u>			<u>GL-MAM-11</u>		
A	35.23	68911.67	A	36.48	71369.81
B	36.28	70979.03	B	37.58	73510.91
C	36.64	71688.83	C	37.95	74246.02
 <u>GL-MAN-3</u>			<u>GL-MAN-4</u>		
A	27.67	54123.29	A	28.62	55986.09
B	28.50	55746.99	B	29.48	57665.68
C	28.78	56304.46	C	29.77	58242.34
 <u>GL-MAN-5</u>			<u>GL-MAN-6</u>		
A	29.61	57923.30	A	30.66	59972.14
B	30.50	59661.00	B	31.58	61771.31
C	30.80	60257.61	C	31.89	62389.03
 <u>GL-MAN-7</u>			<u>GL-MAN-8</u>		
A	31.68	61982.57	A	33.05	64665.16
B	32.63	63842.05	B	34.05	66605.12
C	32.96	64480.48	C	34.39	67271.18
 <u>GL-PIP-9</u>			<u>GL-PIP-10</u>		
A	36.29	70997.72	A	37.76	73866.33
B	37.38	73127.66	B	38.89	76082.32

C	37.75	73858.94	C	39.28	76843.15
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GL-PRW-6

A	33.42	65372.10
B	34.42	67333.27
C	34.76	68006.61

GL-PRW-7

A	34.60	67682.62
B	35.63	69713.10
C	35.99	70410.24

GL-PRW-8

A	36.02	70475.59
B	37.10	72589.86
C	37.48	73315.76

GL-PRW-9

A	37.49	73344.22
B	38.62	75544.55
C	39.00	76300.00

GL-PRW-10

A	38.98	76248.83
B	40.14	78536.30
C	40.55	79321.67

GL-PRW-11

A	40.35	78931.43
B	41.56	81299.38
C	41.97	82112.38

GL-SMW-9

A	45.33	88690.74
B	46.69	91351.47
C	47.16	92264.99
A	45.33	88690.74

GL-WOW-9

A	34.54	67570.97
B	35.58	69598.10
C	35.93	70294.09

**PSAC – GS PAY SCALE  
General Services**

**A – Effective January 1, 2018**

**B - Effective January 1, 2019**

**C - Effective January 1, 2020**

**SALARY PROTECTED EMPLOYEES**

<u>GS STS 4</u>	<u>Hourly</u>	<u>Annual</u>
A	29.25	57216.35
B	30.13	58932.85
C	30.43	59522.18

<u>GS STS 5</u>		
A	32.66	63883.79
B	33.63	65800.31
C	33.97	66458.32

<u>GS STS 6</u>		
A	33.70	65931.45
B	34.71	67909.40
C	35.06	68588.50

<u>GS STS 7</u>		
A	35.28	69023.30
B	36.34	71094.00
C	36.70	71804.94

**PSAC – IS PAY SCALE**  
**Information Services**

**A – Effective January 1, 2018**

**B - Effective January 1, 2019**

**C - Effective January 1, 2020**

**SALARY PROTECTED EMPLOYEES**

**IS 1**

A	52,820	54,920	57,024	59,118	60,895
B	54,405	56,568	58,735	60,892	62,722
C	54,950	57,134	59,323	61,501	63,350

**IS 2**

A	62,350	64,770	67,192	69,606	71,691
B	64,221	66,714	69,208	71,695	73,842
C	64,864	67,382	69,901	72,412	74,581

**IS 3**

A	72,149	75,008	77,861	80,744	83,164
B	74,314	77,259	80,197	83,167	85,659
C	75,058	78,032	80,999	83,999	86,516

**IS 4**

A	83,432	87,123	90,523	93,911	96,728
B	85,935	89,737	93,239	96,729	99,630
C	86,795	90,635	94,172	97,697	100,627

**IS 5**

A	97,471	101,471	105,490	109,512	112,798
B	100,396	104,516	108,655	112,798	116,182
C	101,400	105,562	109,742	113,926	117,344

**IS 6**

A	97,556	117,520	121,044
B	100,483	121,046	124,676
C	101,488	122,257	125,923

**PSAC – PM PAY SCALE  
Program Administration**

**A – Effective January 1, 2018**

**B - Effective January 1, 2019**

**C - Effective January 1, 2020**

**SALARY PROTECTED EMPLOYEES**

**PM 1**

A	51,239	53,539	55,842	58,144	60,445	62,744	64,624
B	52,777	55,146	57,518	59,889	62,259	64,627	66,563
C	53,305	55,698	58,094	60,488	62,882	65,274	67,229

**PM 2**

A	61,729	64,335	66,940	69,540	71,625
B	63,581	66,266	68,949	71,627	73,774
C	64,217	66,929	69,639	72,344	74,512

**PM 3**

A	66,972	69,673	72,365	75,066	77,319
B	68,982	71,764	74,536	77,318	79,639
C	69,672	72,482	75,282	78,092	80,436
A	66,972	69,673	72,365	75,066	77,319

**PM 4**

A	73,073	76,160	79,253	82,341	84,816
B	75,266	78,445	81,631	84,812	87,361
C	76,019	79,230	82,448	85,661	88,235

**PM 5**

A	87,325	91,040	94,753	98,475	101,430
B	89,945	93,772	97,596	101,430	104,473
C	90,845	94,710	98,572	102,445	105,518

**PM 6**

A	102,445	106,843	111,245	115,644	119,111
B	105,519	110,049	114,583	119,114	122,685
C	106,575	111,150	115,729	120,306	123,912

**PSAC – ST PAY SCALE  
Secretarial**

**A – Effective January 1, 2018**

**B - Effective January 1, 2019**

**C - Effective January 1, 2020**

**SALARY PROTECTED EMPLOYEES**

**ST OCE 1**

A	31,847	32,837	33,826	34,801	35,789	36,767	37,756	38,737
B	32,803	33,823	34,841	35,846	36,863	37,871	38,889	39,900
C	33,132	34,162	35,190	36,205	37,232	38,250	39,278	40,299

A	39,720	40,713	41,937
B	40,912	41,935	43,196
C	41,322	42,355	43,628

**ST OCE 2**

A	41,417	42,561	43,768	44,971	46,320
B	42,660	43,838	45,082	46,321	47,710
C	43,087	44,277	45,533	46,785	48,188

**ST OCE 3**

A	46,314	47,684	49,051	50,424	51,939
B	47,704	49,115	50,523	51,937	53,498
C	48,182	49,607	51,029	52,457	54,033

**ST SCY 1**

A	32,405	33,535	34,664	35,804	36,931	38,073	39,207	40,337
B	33,378	34,542	35,704	36,879	38,039	39,216	40,384	41,548
C	33,712	34,888	36,062	37,248	38,420	39,609	40,788	41,964

A	41,065	42,218	43,410	44,609	45,947
B	42,297	43,485	44,713	45,948	47,326
C	42,720	43,920	45,161	46,408	47,800

**ST SCY 2**

A	45,272	46,618	47,956	49,290	50,772
B	46,631	48,017	49,395	50,769	52,296
C	47,098	48,498	49,889	51,277	52,819

ST SCY 3	Step 1	Step 2	Step 3	Step 4	Step 5
A	51,286	52,819	54,371	55,887	57,564
B	52,825	54,404	56,003	57,564	59,291
C	53,354	54,949	56,564	58,140	59,884

ST SCY 4	Step 1	Step 2	Step 3	Step 4	Step 5
A	57,525	59,279	61,024	62,748	64,630
B	59,251	61,058	62,855	64,631	66,569
C	59,844	61,669	63,484	65,278	67,235



## APPENDIX B

### ARTICLES NOT APPLICABLE TO TEMPORARY EMPLOYEES

ARTICLE 18	PERFORMANCE REVIEW (if hired for a period of less than twelve (12) months)
ARTICLE 27	CAREER DEVELOPMENT LEAVE WITH PAY
CLAUSE 28.06	CARE AND NURTURING LEAVE
CLAUSE 28.08	LEAVE WITHOUT PAY FOR FAMILY RELATED NEEDS
CLAUSE 28.14	LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE
ARTICLE 31	TELEWORK
ARTICLE 40	SENIORITY
ARTICLE 41	STAFFING
ARTICLE 45	EMPLOYMENT SECURITY
LOU NO. 1	PENSION PLAN – (If hired for a period of less than six (6) Months)
LOU NO. 3	NAV CANADA DEPARTURE INCENTIVE PROGRAM
LOU NO. 5	SELF-FUNDED LEAVE

## **APPENDIX C**

### **LIST OF ARBITRATORS**

#### **ATLANTIC**

KUTTNER, Thomas S.  
THISTLE, W. Wayne

#### **ONTARIO**

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

#### **PACIFIC**

CHERTKOW, Mervin I.  
HOPE, Allan

#### **QUEBEC**

FOISY, Claude H.  
GRAVEL, Marc  
ROUSSEAU, Andre

#### **WESTERN**

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

#### **EXPEDITED**

KELLER, M. Brian