

**COLLECTIVE AGREEMENT
BETWEEN
NAV CANADA
AND
CAW LOCAL 1016**

Expiry Date: June 30, 2013

12624 (04)

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ARTICLE 1

PURPOSE

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between NAV CANADA, the Union 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) "Union" and/or "CAW Local 1016" means Local 1016 of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada).
- (b) "Bargaining unit" means the Group described in Article 4.05.
- (c) "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. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as prescribed in the employee's certificate of appointment on the day immediately prior to the day on which the leave is taken.
- (d) "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 Union 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.
- (e) (i) continuous service means: unbroken service from the employee's last date of hire including authorized leaves of absence.

- (ii) continuous employment means: continuous service including the cumulative periods of continuous service where interruptions in service of less than 3 months occur. The duration of breaks must be subtracted from the period of continuous employment.
 - (iii) the continuous service or continuous employment of a "designated" continued employee shall include his or her continuous service or continuous employment as an employee engaged in the Public Service as defined in the Public Service Staff Relations Act (R.S.C. c. P-35 s.i.) as at November 1, 1996 and who was employed in any department or organization mentioned in any version of Part 1, Schedule I under the said Act prior to November 1, 1996.
- (f) 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 his or her position other than by reason of the employee being on leave or absent from duty without permission.
 - (g) "Designated Employee" means a person who was employed in the Public Service prior to November 1, 1996 and whose name was set out on a list of employees designated by the Minister of Transport for purposes of the Civil Air Navigation Services Commercialization Act (Bill c-20 assented to June 20, 1996).
 - (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 his or her 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 Union as the dues payable by its members as a consequence of their membership in the Union, and shall not include any initiation fee or special levy.
- (o) “Overtime” means work in excess of his or her 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 as his/her spouse for a period of at least one (1) year, and continues to live with that person;
- (r) “Straight time rate” means the employee’s hourly rate of pay.
- (s) A “temporary employee” is an employee hired for a special project or temporary needs and for a specific term. Temporary employees shall be governed by the provisions of the collective agreement specified in Appendix B. For the purpose of this paragraph, successive terms within three (3) months of each other shall be deemed to be continuous.
- (t) “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 Union, 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 Union, shall maintain his or her membership in the Union as a condition of his or her employment and every new employee shall, within thirty (30) days after the commencement of his or her employment, apply for and thereafter maintain membership in the Union as a condition of his or her employment.
- 4.02 The Union will not require NAV CANADA to terminate the employment of an employee because the employee has been expelled or suspended from membership in the Union 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 Union as a condition of acquiring or retaining membership in the Union.
- 4.03 Work normally and regularly performed by employees in the bargaining unit shall not be performed on a regular basis by another NAV CANADA employee outside the bargaining unit unless that work also forms a bona fide part of the duties of that employee.
- 4.04 Work normally and regularly performed by employees in the bargaining unit shall not be performed by excluded management staff if as a direct result, bargaining unit employees are laid off.
- 4.05 NAV CANADA recognizes the Union as the exclusive bargaining agent for all employees of NAV CANADA described in the certificate issued by the Canada Industrial Relations Board dated July 13, 2005.

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 Union 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 he or she declares in an affidavit that he or she is a member of a religious organization registered pursuant to the Income Tax Act, whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved.
- 5.05 No Union, other than CAW Local 1016, 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 Union 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 Union initiation fees and special levies, and shall also provide a voluntary revocable check-off of premiums payable for insurance plans provided by the Union for its members. Any such additional deductions shall be combined with Union dues in a single monthly deduction.

5.08 The Union 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 not act in a manner that is arbitrary, discriminatory or in bad faith.

ARTICLE 7

EMPLOYEE REPRESENTATIVES

- 7.01 NAV CANADA acknowledges the right of the Union to appoint or otherwise select employees as representatives.
- 7.02 The Union will notify NAV CANADA in writing of the name of its representatives and will advise promptly of any change made to the list.
- 7.03 (a) A representative will advise his or her immediate supervisor, or the person in charge, before leaving his or her work to attend meetings called by management. Where practicable, the representative will report back to his or her supervisor, or the person in charge, before resuming his or her normal duties.
- (b) Where practicable, when management requests the presence of an Union representative at a meeting, such request will be communicated to the Employee's supervisor.

ARTICLE 8

USE OF EMPLOYER FACILITIES

- 8.01 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.
- 8.02 For so long as the same may be reasonably required, NAV CANADA shall continue to make available to the Union at no cost, the space currently afforded to it for storage of reasonable quantities of Union literature. Reasonable consideration shall be given to requests for additional space where it is available.

ARTICLE 9
INFORMATION

- 9.01 It is agreed that following signature of the current collective agreement, NAV CANADA will provide the Union with the following information on a monthly basis pertaining to all employees in the bargaining unit:
- (a) employee's name;
 - (b) position number;
 - (c) group and level;
 - (d) location;
 - (e) tenure or status in position;
 - (f) effective date of change;
 - (g) current salary;
 - (h) date of assignment;
 - (i) acting level;
 - (j) position title.
- 9.02 NAV CANADA agrees to supply each employee with a copy of the Collective Agreement and will endeavour to do so within one (1) month after receipt from the printer. The cost of printing the Collective Agreements will be divided equally between NAV CANADA and the Union.
- 9.03 NAV CANADA shall make available to employees and the Union the Corporate Administrative Policies and Procedures which have a direct bearing on employees' working conditions.

ARTICLE 10

RESTRICTION ON OUTSIDE EMPLOYMENT

- 10.01 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.
- 10.02 Notwithstanding Article 10.01, it is expected that if full-time employees engage in part-time outside employment, NAV CANADA's facilities or equipment will not be used to conduct such business.

ARTICLE 11

AUTHORSHIP

- 11.01 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.
- 11.02 Where NAV CANADA wishes to make changes in material submitted for publication with which the author does not agree, the author may request that he or she not be credited publicly.

ARTICLE 12

LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

12.01 A shift work employee who is required to attend a proceeding identified in clauses 12.02, 12.03, 12.06 and 12.07 below, who is scheduled to work other than the day shift will have his or her shift changed to the day shift, provided there is no additional cost to NAV CANADA.

Canada Industrial Relations Board

12.02 Where operational requirements permit, NAV CANADA will grant:

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

and

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

Canada Labour Code Applications for Certification

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

- (a) to an employee representative who represents the Union 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

12.04 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

12.05 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 Union. 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 Union.

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

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

Arbitration

12.07 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 Union and Management Not Otherwise Specified in this Article

12.08 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 Union.

Union, Conventions and Executive Committee Meetings

12.09 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 Union, meetings of the National Executive of the Components, Executive Board meetings of the Union, and conventions of the Union, its Components, the Canadian Labour Congress and the Territorial and Provincial Federations of Labour.

The Union will endeavour to provide the names of the employees attending at least thirty (30) days in advance of such meetings.

Representatives' Training Courses

12.10 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

12.11 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, will be granted leave with pay to attend the hearing and appear as a witness if called.

Elected Union Officials

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

(b) Upon termination of his or her position with the Union, the employee shall be entitled to resume employment with NAV CANADA at a salary he or she was 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 and pay increments.

12.13 An employee granted leave under clause 12.12 shall continue to receive his/her regular salary for period of leave granted, subject to the Union reimbursing NAV CANADA for all associated costs.

ARTICLE 13

ILLEGAL STRIKES

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

ARTICLE 14

JOINT CONSULTATION

- 14.01 The parties acknowledge the mutual benefits to be derived from joint consultation 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.
- 14.02 Within five (5) days of notification of consultation served by either party, the Union will notify NAV CANADA in writing of the representatives authorized to act on behalf of the Union for consultation purposes.
- 14.03 Upon request of either party, the parties to this Agreement will consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.
- 14.04 Without prejudice to the position NAV CANADA or the Union 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 15

GRIEVANCE AND ARBITRATION PROCEDURE

15.01 Definition of Grievance

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

15.02 Definition of Days

A day shall mean calendar days, however, where a deadline occurs on a Saturday, Sunday or Holiday (as identified in Article 23), the deadline shall be extended to the next normal business day.

15.03 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.

15.04 Dispute Resolution

Complaint Stage

- (a) Before presenting a grievance through their authorized Union Representative, the employee shall meet with his or her authorized Management Representative to discuss and attempt to resolve the complaint.
- (b) The employee is entitled to have an authorized Union Representative accompany the employee during such meeting.

Step 1

- (a) Failing a mutually agreed upon resolution of the issue being reached at the complaint stage, within 20 days of the incident giving rise to the grievance or from the date when the employee ought to have been aware of the incident giving rise to the grievance, the authorized Union Representative, on behalf of the

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

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

Step 2

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

Referral to Arbitration

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

15.05 Abbreviated Procedure

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

15.06 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 Union.

15.07 Time off Work to Discuss Complaints and Grievances

- (a) No employee or Employee Representative will leave his or her work during working hours to discuss complaints or grievances without first obtaining the permission of the authorized Management Representative. Such permission shall not be withheld unreasonably.
- (b) When NAV CANADA originates a meeting with the employee who has presented a grievance, leave with pay will be granted including, where applicable, travel expenses in accordance with the Travel 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 Union Representative, the authorized Union Representative shall not suffer loss of regular pay if the discussion or meeting is within his or her area of jurisdiction. If the discussion or meeting is outside his or her area of jurisdiction the authorized Union Representative shall not be entitled to be paid unless the meeting is originated by NAV CANADA.

- (e) Employees and authorized Union 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 Union Representative, the time spent by the employee or authorized Union Representative shall be considered as time worked for the purposes of this Collective Agreement.

15.08 Notification of Authorized Representatives

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

15.09 Permission to Enter Premises or Offices

An authorized Union 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.

15.10 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 16

NAV CANADA JOINT COUNCIL AGREEMENTS

- 16.01 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.
- 16.02 Grievances with respect to the above-mentioned agreements will be determined in accordance with the NAV CANADA Joint Council By-laws.

ARTICLE 17

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 17.01 (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to discuss and then sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (b) The NAV CANADA representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one half (1/2) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.
- 17.02 (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.
- 17.03 Upon written request of an employee, the personnel file of that employee shall be made available once per year for his or her examination in the presence of an authorized representative of NAV CANADA.

ARTICLE 18

NO HARASSMENT

18.01 The parties recognize the right of employees to work in an environment free from harassment based on age, race, colour, creed, national or ethnic origin, political or religious affiliation, sex, gender identity/expression, sexual orientation, marital status, same-sex partnership status, physical disability, mental disability, conviction for which a pardon has been granted, union membership or participation in the lawful activities of the union and agree that such harassment will not be tolerated in the workplace..

ARTICLE 19

NO DISCRIMINATION

- 19.01 The parties shall not discriminate against any employee because of age, race, colour, creed, national or ethnic origin, political or religious affiliation, sex, gender identity, sexual orientation, marital status, same-sex partnership status, physical disability, mental disability, conviction for which a pardon has been granted, union membership or participation in the lawful activities of the union.
- 19.02 The parties agree that grievances arising from Article 19.01 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 20

DISCIPLINE

- 20.01 Discipline may be imposed where just cause exists and will be levied in a timely fashion.
- 20.02 Prior to any discipline being imposed, the employee will be given notice in writing to attend a meeting, during which there shall be an opportunity for full discussion between the employee and the employee's Manager. The notice will contain the subject matter to be discussed at the meeting and the employee shall be advised of his/her right to have an Union 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.
- 20.03 Formal disciplinary action shall be communicated to the employee in writing. A copy will be sent to Labour Relations and the Union representative, wherever reasonably practicable on the same day as the written communication to the employee.
- 20.04 When any discipline is found to be unjustified all documents referring to the discipline imposed shall be removed as soon as reasonably possible from the employee's record and destroyed.
- 20.05 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.
- 20.06 Any document or written statement 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.

ARTICLE 21

HEALTH AND SAFETY

21.01 NAV CANADA shall make reasonable provisions for the occupational safety and health of employees. NAV CANADA will welcome suggestions on the subject from the Union, 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 22

LEAVE GENERAL

- 22.01 An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of his or her vacation and sick leave credits.
- 22.02 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.
- 22.03 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.
- 22.04 An employee is not entitled to leave with pay during periods he or she is on leave without pay, or under suspension.
- 22.05 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.
- 22.06 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.
- 22.07 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 his or her desire to return to work.
- 22.08 Seniority shall be lost and employment shall cease if the employee fails, without valid reason, to return to work from an authorized leave of absence for a period of five (5) consecutive days following the expiry of such leave.

Employees Returning from Leave of Absence

- 22.09 (a) An employee on an authorized leave of absence for less than twelve (12) months for whatever reason shall upon his or her return to work be assigned to his or her former position. In the event that

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.

ARTICLE 23

GENERAL HOLIDAYS

23.01 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) July 1st ;
- (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.

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

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

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

23.05 When an employee is required to report to work on a general holiday, he or she shall be paid the greater of:

(a) compensation in accordance with the provisions of clauses 23.07 (for Operating Employees) or 23.12 (for Non-Operating Employees)

or

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

OPERATING EMPLOYEES

23.06 (a) On April 1st of each year an employee shall be credited with ninety-three point one seven (93.17) 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. An employee may request to carry-over lieu leave into the next vacation year provided that he or she does not carry-over vacation leave.

(e) Any leave granted for holidays occurring after the date of an employee's termination shall be subject to recovery of pay.

(f) An employee will earn lieu time on a monthly basis at the rate of 7.764 hours per month provided that he/she receives pay for at least ten (10) days in the month.

(g) An employee who terminates their employment or who moves to a non-operational position and has used more lieu time than they have earned will have such over-utilization subject to recovery of pay.

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

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

NON OPERATING EMPLOYEES

23.09 When a day designated as a holiday under clause 23.01 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 23.01 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.

23.10 When a day designated as a general holiday for an employee is moved to another day under the provisions of clause 23.09:

(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.

23.11 (a) When an employee works on a general holiday, he or she shall be paid, in addition to the holiday entitlements under article 23.01, time and one half (1 ½) for all hours worked as part of his or her regular workday and double (2) time thereafter.

(b) In the alternative, upon request of the employee 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) time and one half (1 ½) for all hours worked as part of his or her regular workday 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 his or her 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.

ARTICLE 24

VACATIONS

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

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

24.03 A non-operating 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 decimal five (112.5) 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

24.04 An operating 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 twenty (120) hours per vacation year if the employee has completed less than eight (8) years of continuous employment;
- (b) one hundred and sixty (160) hours per vacation year if the employee has completed eight (8) years of continuous employment;
- (c) one hundred and seventy-six (176) hours per vacation year if the employee has completed sixteen (16) years of continuous employment;
- (d) one hundred and eighty-four (184) hours per vacation year if the employee has completed seventeen (17) years of continuous employment;
- (e) two hundred (200) hours per vacation year if the employee has completed eighteen (18) years of continuous employment;
- (f) two hundred and sixteen (216) hours per vacation year if the employee has completed twenty-seven (27) years of continuous employment;
- (g) two hundred and forty (240) hours per vacation year if the employee has completed twenty-eight (28) years of continuous employment

24.05 An employee shall be entitled to a minimum of two (2) consecutive weeks of vacation during the vacation year.

24.06 (a) An employee earns but is not entitled to receive vacation leave with pay during his or her 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.

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

- (a) to grant the employee his or her 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.

24.08 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.

24.09 In scheduling vacation, if two (2) or more employees in a location request the same weeks of vacation and operational requirements are adversely affected, the matter may be settled by the Union representative and manager at a local level on the basis of the seniority of the employees involved, taking into consideration whether or not the senior employee took vacation during the same period the previous vacation year.

24.10 Notwithstanding Article 24.07 and 24.08, 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.

24.11 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.

24.12 (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 his or her request in writing to NAV CANADA no later than March 31st 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.

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

24.14 When NAV CANADA cancels or alters a period of vacation or 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.

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

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

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

24.16 The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 24.15 to be reimbursed for reasonable expenses incurred by him or her.

24.17 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.

24.18 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 25

SICK LEAVE WITH PAY

25.01 Credits

An employee shall earn sick leave credits at the rate of one and one quarter (1 1/4) days for each calendar month for which he or she receives pay for at least ten (10) days.

25.02 Granting of Sick Leave

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

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

and

(b) he or she has the necessary sick leave credits.

25.03 Unless otherwise informed by NAV CANADA, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties shall, when delivered to NAV CANADA, be considered as meeting the requirements of clause 25.02 (a).

25.04 An employee shall not be granted sick leave with pay during any period in which he or she is on leave of absence without pay, or under suspension.

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

25.06 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 25.02, 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 he or she is awaiting a decision on an application for injury-on-duty leave,

or

- (b) for a period of up to fifteen (15) days if he or she has not submitted an application for injury-on-duty leave,

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

25.07 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 26

CAREER DEVELOPMENT LEAVE WITH PAY

26.01 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 his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
 - (i) a course given by 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.

26.02 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 his or her qualifications.

ARTICLE 27

OTHER LEAVE WITH OR WITHOUT PAY

27.01 Marriage Leave With Pay

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

27.02 Bereavement Leave With Pay

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

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of 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. When circumstances dictate, the period may be split into four (4) consecutive calendar days and a fifth day deferred to a later date to allow an employee to attend an interment service. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (b) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.

- (c) If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraph (a), or (b) of this clause, the employee shall be granted bereavement leave with pay and his or her 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).

27.03 Maternity Leave Without Pay

- (A) (i) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than twenty-six (26) weeks after the termination date of pregnancy, subject to the Parental Leave Without Pay clause, 27.04(d).
 - (a) Nevertheless, where the employee's newborn child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period defined in subsection (i) above, the period of maternity leave without pay therein defined may be extended beyond the date falling twenty-six (26) weeks after the date of childbirth by a period equal to the period during which the child is hospitalized.
 - (b) In any case described in subsection (i)(a) above where the employee has proceeded on maternity leave without pay and then returns to work during all or part of the period during which her 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, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan.
 - (ii) An applicant under clause 27.03(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 27.03(C)(ii)(a) and (b) for reasons other than death or lay-off, the employee recognizes that she is indebted to NAV CANADA for the full amount received as maternity leave allowance.
- (D) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Benefit Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving employment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two-week waiting period less any other monies earned during this period; and/or
 - (ii) up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
 - (iii)
 - (a) for a full-time employee the weekly rate of pay referred to in clause 27.03(D)(i) and (ii) shall be the weekly rate of pay, to which she is entitled, on the day immediately preceding the commencement of the maternity leave.
 - (b) for a part-time employee the weekly rate of pay referred to in clause 27.03(D)(i) and (ii) shall be the full-time weekly rate of pay for the classification multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6) month period of continuous employment by the regularly scheduled full-time hours of work for the employee's assignment on the day immediately preceding the commencement of the maternity leave.
 - (iv) where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under clause 27.03(D)(i) or (ii) shall be adjusted accordingly.

- (E) Leave granted under this clause shall be counted for the calculation of entitlement for the purpose of severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

27.04 Parental Leave Without Pay

- (a) An employee who intends to request parental leave shall notify NAV CANADA at least fifteen (15) weeks in advance of the expected date of the birth or adoption of his or her child.
- (b) An employee may request parental leave without pay at least four (4) weeks prior to the expected date of childbirth or adoption and, subject to sections (c) and (d) of this clause, shall be granted parental leave without pay for a period of up to thirty-seven (37) weeks beginning on the date of childbirth or adoption (or at a later date requested by the employee) and ending not later than fifty-two (52) weeks after the date of childbirth or adoption.
- (c) NAV CANADA may:
 - (i) defer the commencement of parental leave without pay at the request of an employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice prior to the adoption of his or her child.
 - (iii) require an employee to submit a birth certificate or adoption record of the child.
- (d) Parental leave without pay utilized by an employee-couple in conjunction with the birth of their child shall not exceed a total of thirty-seven (37) weeks for both employees combined.
- (e) Leave granted under this clause shall be counted for the calculation of entitlement for the purpose of severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

27.05 Leave Without Pay for the Care and Nurturing of Pre-School Age Children

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

- (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.

27.06 Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse, dependent children, parents (including step-parents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) NAV CANADA shall grant leave with pay under the following circumstances:
 - (i) up to one (1) day for a medical or dental appointment to accompany a dependent family member when the dependent family member is incapable of attending the appointment by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize his or her absence from work. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible;
 - (ii) up to two (2) consecutive days of leave with pay to provide for the temporary care of a sick member of the employee's family;

- (iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.
- (c) The total leave with pay which may be granted under sub-clauses (b)(i), (ii) and (iii) shall not exceed five (5) days in a leave year.

27.07 Court Leave

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

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

27.07.1 A shift work employee who is required to attend a proceeding identified in clause 27.07 above, who is scheduled to work other than the day shift will have his/her shift changed to the day shift, provided there is no additional cost to NAV CANADA.

27.08 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 his or her 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 his or her 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.

27.09 Leave With or Without Pay for Other Reasons

At its discretion NAV CANADA may grant:

- (a) Leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty. Such leave shall not be unreasonably withheld;
- (b) Leave 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.

27.10 Injury on Duty Leave

- (a) Subject to clause 27.10(b), when an employee is injured in the performance of his or her duties, NAV CANADA shall grant the employee paid leave for such reasonable period as may be determined by NAV CANADA provided that:
 - (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 wilful 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.

27.11 Leave Without Pay for Relocation of Spouse

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

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

ARTICLE 28

PAY ADMINISTRATION

- 28.01 Employees shall be paid by direct deposit on a bi-weekly basis at the rate of pay to which he or she is entitled as prescribed as Appendix A.
- 28.02 Where a pay increment and a pay revision are effected on the same date, the pay increment will be applied first and the resulting rate will be revised in accordance with the pay revision.
- 28.03 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) days, the employee will be paid at the higher rate for the period he or she is substantially performing the duties of the higher paid position.

28.04 **Additional Responsibility Premium**

Employees required by their manager to perform higher level supervisory responsibilities shall receive a premium of one dollar and twenty-five cents (\$1.25) per hour for each complete shift worked.

This premium shall not be pyramided with the payment provided in Article 28.03 above; that is an employee shall not receive more than one compensation for the same service.

- 28.05 (a) NAV CANADA may withhold a pay increment from an employee if the employee is not performing the duties of the position satisfactorily. When NAV CANADA intends to withhold a pay increment from an employee, NAV CANADA shall give the employee notice in writing of the intention to do so at least two (2) weeks and not more than six (6) weeks before the due date for the pay increment.
- (b) An employee denied a pay increment shall have his or her performance reviewed within three (3) months of the date on which the increment was refused and if performance is satisfactory the increment shall be paid to the employee on the first pay period following the review. In the event of an unsatisfactory review after the first three (3) months subsequent reviews shall be conducted after each three (3) month period. The employee's original increment date shall remain unchanged.

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

28.06 Salary if an Employee Dies

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

28.07 When an employee, through no fault of her/his 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.

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

28.09 When an ATOS or NOTAM Office employee is assigned to provide on the job training in accordance with the Unit Qualification Training Program (UQTP), the trainer shall be paid a premium of eight dollars and fifty cents (\$8.50) for each hour so assigned (pro-rated for partial hours).

When a TSS, OTS, AIS, AFTN or SIM Centre employee is assigned to provide on the job training in accordance with the Unit Qualification Training Program, the trainer shall be paid a premium of four dollars and twenty-five cents (\$4.25) for each hour so assigned (pro-rated for partial hours).

ARTICLE 29

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

29.01 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 eight (8) hours per day and work an average of thirty-seven and one-half (37 ½) hours per week, and;
- (b) to have days of rest which shall be consecutive and not less than two (2).

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

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

29.03 When establishing shift schedules NAV CANADA will make every reasonable effort to:

- (a) not schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;
- (b) not require 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 his or her next regular shift within the number of hours provided for in Article 29.03 (a) following the end of his or her last regular shift.)
- (c) advise employees affected by changes in their shift schedule as soon as possible;

- (d) avoid excessive fluctuations in hours of work;
 - (e) avoid excessive overtime;
 - (f) consider the wishes of the majority of employees concerned in the arrangement of shifts within the shift schedule as submitted to NAV CANADA by the Union Representative at the local level.
- 29.04 (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.
- 29.05 (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.
- 29.06 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.
- 29.07 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 his or her previously scheduled days of rest next following the change or, if worked, such days of rest shall be compensated in accordance with the overtime provisions of this Agreement.

29.08 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.

29.09 Modified Hours of Work Arrangement

- (a) The parties agree that it may be operationally advantageous to implement work schedules for operating employees that vary from clause 29.01. Accordingly, NAV CANADA agrees to consult with CAW Local 1016 within sixty (60) days of the signing of the collective agreement and at any time thereafter during the currency of this collective agreement in order to consider the practicability of instituting such work schedules on a trial basis.
- (b) It is further agreed that the implementation of any such variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation nor shall NAV CANADA's right to schedule any hours of work permitted by the terms of the collective agreement be restricted.
- (c) Notwithstanding the provisions of the CAW Local 1016 collective agreement, NAV CANADA and CAW Local 1016 agree that modified hours of work arrangements may be implemented at certain work units of NAV CANADA where employees work on a rotating or irregular shift basis, subject to all of the following considerations:
 - (i) normal scheduled hours of work must average thirty-seven and one-half (37 1/2) hours per week over a period not to exceed one hundred and twelve (112) days;
 - (ii) any modified hours of work arrangement applicable to a work unit is restricted to that work unit and shall apply to all employees of the work unit;
 - (iii) any modified hours of work arrangement may be at the request of either party and must be mutually agreed between NAV CANADA and the majority of employees affected;
 - (iv) any modified hours of work arrangement shall be subject to the approval of FIR management and authorized bargaining agent representative at the FIR level;

- (v) where a modified hours of work arrangement is not approved at the FIR level, the matter may be referred to NAV CANADA and the bargaining agent at the national level for consultation.
- (d) Where the above modified hours of work arrangements are implemented the following special provisions shall apply:

- (1) **Article 23 - General Holidays**

General Holidays shall be administered in accordance with the current collective agreement with the following exception:

Clause 23.07 – Paid time and one half (1 ½) for the full duration of the regular shift worked (normal scheduled hours) or eight (8) hours, whichever is greater and double (2) time thereafter.

- (2) **Article 25 – Sick Leave With Pay**

Sick Leave shall be administered in accordance with the current collective agreement with the following exception:

Clause 25.01 – All sick leave is converted to hours on the basis that one day equals 8 hours.

- (3) **Article 27 – Other Leave With or Without Pay**

Such leave shall be administered in accordance with the current collective agreement. For clarity, a 'day' under Marriage Leave (Clause 27.01), Bereavement Leave (Clause 27.02) and Family Related Leave (Clause 27.06) shall be equivalent to the full duration of the regular shift.

- (4) **Article 29 - Hours of Work**

Hours of work shall be administered in accordance with the current collective agreement with the following exception:

Clause 29.01 – Hours of work shall be scheduled so that employees work an average of thirty-seven and one-half (37 1/2) regular hours per week scheduled over a period not exceeding one hundred and twelve (112) days.

Once a shift schedule is posted, shift start times for the duration of that schedule shall not be varied except by mutual agreement at the local level. For clarity, this does not restrict management's right to change an employee's shift schedule in accordance with Clause 29.07. of the current collective agreement.

Shift cycle selection methodology shall be determined by mutual agreement at the local level.

- (e) Any special arrangement which has been implemented at a work unit under the provisions of this clause shall be discontinued at the end of the averaging period where either party provides at least sixty (60) days written notice, or earlier if mutually agreed.

Non Operating Employees

- 29.10 (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., unless otherwise agreed in consultation between the Union 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 A.M. and 6:00 P.M.

29.11 Variable Work Week

- (a) Notwithstanding the provisions of Article 29.10 upon request of an employee and the concurrence of NAV CANADA, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a period of 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.
- (b) Time off resulting from the application of clause (a) above shall not be construed as days of rest for the purposes of overtime compensation.

- (c) 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.
- (d) For the purposes of clause 29.11 (a) 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.

Notwithstanding the above, in clauses 27.01 Marriage Leave with Pay, 27.02 Bereavement Leave with Pay, and 27.06 Leave with Pay for Family Related Responsibilities, a "day" will not be converted to hours.

- (e) 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.
 - (f) Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.
 - (g) Employee requests to vary their hours of work in accordance with this Article shall receive reasonable consideration.
- 29.12 (a) An employee may request and the manager may approve start and end times of shifts outside those provided in Article 29.10 as long as the implementation of such hours does not result in any additional overtime work or additional payment by reason only of such variation. Such arrangement shall require mutual agreement of the parties to this collective agreement and may be cancelled by either party on fifteen (15) day notice.
- (b) Where normal hours of work, are to be changed because of operational requirements, NAV CANADA shall, except in cases of unforeseen circumstances, provide the reasons and consult with the Union prior to implementation.

29.13 Nothing in this Article shall be construed as guaranteeing the employee minimum or maximum hours of work.

- 29.14 Meal periods will normally be provided half-way through the work day.
- 29.15 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.
- 29.16 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.
- 29.17 If a TSS 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 his or her previously scheduled days of rest next following the change or, if worked, such days of rest shall be compensated in accordance with the overtime provisions of this Agreement.
- 29.18 (a) As a general rule, each TSS shall work the same shift start and stop times during the course of a work week. Current work unit scheduling practices that utilize work week fluctuations may continue. If the Employer proposes to introduce new fluctuations in the course of a week, it will consult with the local union. No such change will be made except by mutual agreement.
- (b) Any proposed introduction of new shift start and end times at a location shall be treated in accordance with the provisions of Article 29.12 (b). Where there is disagreement at the local level, the matter shall be referred to NAV CANADA and the bargaining agent at the headquarters level for consultation.
- 29.19 **Maximum Hours of Work for Non-Operating Employees – Canada Labour Code**

The period for the purpose of calculating the average maximum hours of work pursuant to Section 172(1) of the Canada Labour Code Part III shall be twenty-eight (28) days.

ARTICLE 30

OVERTIME

30.01 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.

30.02 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 30.02(b).
- (b)
 - (i) An employee who works on an overtime basis for a period equal to his or her 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) On a day on which an employee has already worked the equivalent of a regular shift at time and one half (1 ½), additional non-contiguous overtime hours shall be paid at a rate of double time.
 - (iii) Double time (2) for all hours worked on a second or subsequent day of rest in an unbroken series of consecutive and contiguous days of rest, provided the employee has worked and has received time and one-half (1 ½) his or her straight-time hourly rate on a day of rest in that series.

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

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

- 30.03 (a) If an employee is given instructions before the beginning of the employee's meal break or before the midpoint of the employee's workday whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight-time, whichever is the greater.
- (b) If an employee is given instructions, after the midpoint of the employee's workday or after the beginning of the employee's meal break whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, he or she shall be paid for the time actually worked, or a minimum of three (3) hours' pay at straight-time, whichever is the greater.

30.04 **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 (including overtime hours) 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 additional meal at the rate specified for a lunch meal in the NAV CANADA Travel Program except where free meals are provided.
- (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 30.04 (a) and (b) above either at or adjacent to the employee's place of work.
- (d) Meal periods will not be deducted from the overtime worked by the employee.
- (e) 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.

30.05 Equitable Assignment of Overtime Work

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 his or her 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 his or her 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.

- 30.06 (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.
- (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 out according to the level at which it was earned. For TSS employees, the twelve (12) month period shall be September 01 through August 31 annually.

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

ARTICLE 31

SHIFT PREMIUMS

31.01 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 two dollars and twenty-five cents (\$2.25) per hour for all hours worked between midnight and 08:00 A.M.

31.02 Weekend Premium

- (a) Employees shall receive an additional premium of one dollar and twenty-five cents (\$1.25) 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 32

SHIFT WORK

- 32.01 The parties recognize that shift work, while an operational necessity, may have an adverse impact on shift workers.
- 32.02 To this end the parties agree to establish a joint national shift work committee. The mandate of the committee will be to make recommendations designed to reduce the adverse impact shift work may have on employees.
- 32.03 The committee shall be composed of an equal number of representatives from the Union and from NAV CANADA. Unless otherwise agreed by the parties, the committee shall consist of four members.
- 32.04 Time spent by employees on the national shift committee shall be considered time worked.

ARTICLE 33

TRAVELLING TIME

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

33.02 When an employee is required to travel outside his or her 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 33.03 and 33.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than three (3) hours. NAV CANADA business for the purpose of this Article shall not include those employees who are in Temporary Dual Residency Assistance (TDRA) or who have accessed the Commuting Assistance option under the NCJC Relocation Program.

33.03 For the purposes of clauses 33.02 and 33.04, the travelling time for which an employee shall be compensated is as follows:

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

33.04 If an employee is required to travel as set forth in clauses 33.02 and 33.03:

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

(i) his or her regular pay for the day for a combined period of travel and/or work;

and

(ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the applicable overtime rate of pay in any day.

(b) 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 sixteen (16) hours' pay at the applicable overtime rate.

33.05 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.

33.06 When an employee is required to perform work at other than his or her 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).

ARTICLE 34
CALL-BACK PAY

- 34.01 (a) If an employee is called back to work and returns to work;
- on a general holiday which is not the employee's scheduled day of work;

or

 - on the employee's day of rest;

or

 - after the employee has completed his or her work for the day and has left his or her place of work;
- the employee shall be paid the greater of:
- (i) the equivalent to three (3) hours' pay at the applicable overtime rate for each call-back;

or

 - (ii) 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.
- (b) The minimum payment referred to in 34.01(a)(i) 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.

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

No Pyramiding of Payments

34.03 Payments provided under Article 30 Overtime, Article 36 Reporting Pay, Article 23 General Holidays and clause 34.01 above shall not be pyramided; that is an employee shall not receive more than one compensation for the same service.

ARTICLE 35

STANDBY

- 35.01 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 thirteen dollars (\$13.00) for each eight (8) consecutive hours or portion thereof that he or she is on standby.
- 35.02 An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be readily available to return for duty. In designating employees for standby, NAV CANADA will endeavour to provide for the equitable distribution of standby duties.
- 35.03 No standby payment shall be granted if an employee is unable to report for duty when required.
- 35.04 An employee on standby who is required to report to work shall be paid, in addition to the standby pay, the greater of:
- (a) the applicable overtime rate for the time worked,
 - or
 - (b) the minimum of four (4) hours' pay at the hourly rate of pay.
- 35.05 Other than when required by NAV CANADA to use a vehicle of the Employer for transportation to a work location other than an employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

No Pyramiding of Payments

- 35.06 Payments provided under Article 30 Overtime, Article 36 Reporting Pay, Article 23 General Holidays and Article 34 Call-Back Pay and clause 35.04 above shall not be pyramided; that is an employee shall not receive more than one compensation for the same service.

ARTICLE 36

REPORTING PAY

- 36.01 When an employee is required to report and reports to work on a day of rest, the employee is entitled to a minimum of three (3) hours pay at the applicable overtime rate.
- 36.02 Payments provided under Article 34 (Call-Back Pay) and Article 36 (Reporting Pay) shall not be pyramided; that is, an employee shall not receive more than one compensation for the same service.
- 36.03 Other than when required by NAV CANADA to use a vehicle of NAV CANADA for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.
- 36.04 The minimum payment referred to in 36.01 above, does not apply to part-time employees. Part time employees will receive a minimum payment in accordance with 38.13.

ARTICLE 37

REGISTRATION LICENSING FEES

- 37.01 NAV CANADA shall reimburse an employee for his or her 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.
- 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

PART-TIME EMPLOYEES

Definition

38.01 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

38.02 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.

38.03 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.

38.04 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.

38.05 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.

38.06 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

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

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

38.08 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 23.01 of the agreement, the employee shall be paid in accordance with Article 23 of this agreement.

38.09 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 23.01 of the Agreement, shall be paid for the time actually worked in accordance with clause 38.08, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

Overtime

38.10 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.

38.11 Subject to 38.10 a part-time employee who is required to work overtime shall be paid overtime as specified by the Agreement.

Call-Back

38.12 When a part-time employee meets the requirements to receive call-back pay in accordance with 34.01 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

Reporting Pay

38.13 Subject to 38.04, 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

38.14 Notwithstanding clause 38.02, there shall be no prorating of a "day" in clause 27.02, Bereavement Leave With Pay.

Vacation Leave

38.15 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.

38.16 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.

38.17 Notwithstanding the provisions of LOU No. 5 (Grandparented Severance Provisions) 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 group and level to produce the severance pay benefit.

ARTICLE 39

SENIORITY

39.01 Seniority shall be defined as:

- (a) The continuous service of an employee with NAV CANADA.
- (b) Members of the bargaining unit as of the date of signing of this agreement shall retain all seniority recognized as of that date, including service credited to designated employees upon transfer to NAV CANADA. Employees entering the bargaining unit after the date of August 24, 2004 shall be placed on the seniority list with their date being the date on which they entered the bargaining unit.

39.02 An employee shall not accrue seniority during his or her probationary period. Once he or she has successfully completed his or her probationary period seniority shall be retroactive to his or her date of hire.

39.03 (a) NAV CANADA shall post the seniority lists in all work locations. The Union will be provided with a copy of all lists that are posted. Within a period of ninety (90) days of the original posting, an employee may challenge the list and ask NAV CANADA to rectify it.

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

(c) The seniority lists shall indicate the following:

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

39.04 In the event that 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 Union within ninety (90) days of the date of hire.

39.05 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, and unpaid authorized Leave of Absence. Employees on unpaid authorized Leaves of Absence, other than leave for an elected Union Official in accordance

with Article 12.12, shall only continue to accumulate seniority for a maximum period of twelve (12) months.

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

- (a) is dismissed for cause and is not reinstated;
- (b) retires;
- (c) voluntarily resigns;
- (d) is laid off for a period of eighteen (18) months.

ARTICLE 40

STAFFING

40.01 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.

40.02 Order of Staffing

New or vacant positions shall be staffed by using the following process in the order provided below:

- (a) Employees having priority status shall be considered in the following order:
 - (i) Employees, at the same or higher level, who have received lay-off notices (surplus) in accordance with Article 45, Employment Security.
 - (ii) Employees, at the same or higher level, who have been laid off and retain recall rights in accordance with Article 45, Employment Security.
 - (iii) Employees, at the same or higher level, returning from an authorized Leave of Absence of more than twelve (12) months.

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.

- (b) NAV CANADA may fill a position vacancy by transfer provided:
 - (i) the employee being transferred is at the same level as the vacant position.
 - (ii) the transfer of the employee does not create a vacancy.
 - (iii) employees shall not be unilaterally transferred if the transfer requires relocation under the NAV CANADA Travel and Relocation Programs.

- (c) Staffing of Air Traffic Operations Specialists (ATOS) (ATT-5) Positions in the following order:
 - (i) Transfers as described in 40.03
 - (ii) By Seniority Bid as described in article 40.04
 - (iii) By Competitive Process as described in article 40.05.
- (d) Staffing of all other positions by the Competitive Process as described in article 40.05

40.03 Staffing of ATOS (ATT-5) Positions by Transfers

In staffing all permanent ATOS (ATT-5) positions, NAV CANADA shall provide an opportunity for ATOS (ATT-5) and ATOS Unit Operations Specialist (ATT-6) to transfer into ATOS (ATT-5) positions in accordance with the following:

- (a) A maximum of five (5) ATOS (ATT-5) vacancies shall be staffed by using this process per year (September 1st to August 31st);
- (b) Employees must have a minimum of five (5) years (post-qualification) in one or both their current ATOS (ATT-5) and/or ATOS Unit Operations Specialist (ATT-6) position prior to being eligible to participate in this process.
- (c) The position shall be awarded to the candidate with the greatest seniority;
- (d) If the transfer creates a position vacancy at the departing location, that vacancy will be staffed through the seniority bid process in accordance with Article 40.04.
- (e) A training opportunity under the present process may be deferred by the Company subject to operational requirements at both locations. In the event the training is deferred, an action plan will be developed to release the employee at the earliest possible date.
- (f) If the employee refuses or withdraws from a formal training offer, he/she will not be eligible to participate in this process for a period of five (5) years following the refusal/withdrawal.
- (g) The employee shall have no return rights to his/her former position.

- (h) Once qualified at the new location, the employee will not be eligible to participate in this process until he/she has completed five (5) years in that position.
- (i) The employee will be reimbursed for relocation expenses in accordance with the Relocation Programs. However, the employee will not be entitled to the Short Term Relocation benefits.
- (j) In the event that the employee voluntarily retires or resigns within two (2) years of qualification, the employee will be required to pay back half of the relocation cost.

40.04 Seniority Bid for ATOS Positions in Area Control Centres

Where the position vacancy or vacancies are for an ATOS position(s), the following shall apply:

- (a) Only qualified Training Support Specialists (TSS) may apply to the posting.
- (b) The selection process shall be applied nationally
- (c) Employees may only apply on two (2) bids at any one time;
- (d) A TSS will not normally be eligible to bid if the training program is to commence within three (3) years following:
 - (i) the date the individual had withdrawn after acceptance of a formal training offer, or
 - (ii) the date on which training was terminated for failing to successfully complete the training program
 - (iii) the date the individual successfully qualified to a position staffed through 40.03 or 40.04, or having been assigned to a position staffed through 40.05.

However, NAV CANADA may waive the restrictions outlined above. Waivers will be granted when it is deemed in the best interests of NAV CANADA or when individual circumstances surrounding the ineligibility of a bidder warrant;

- (iv) Candidates must successfully complete the training program;
- (e) Training opportunities shall be awarded to the senior qualified eligible employee;

- (f) While every reasonable attempt should be made to prevent the deferral of training, operational requirements may dictate that a TSS not be released for training at a particular time. In the event that training is deferred, meaningful consultation will occur between the responsible NAV CANADA Managers involved, the Union and the employee. In all cases, the deferral of training shall not exceed six (6) months;
- (g) The following conditions apply to offers of training under this program;
 - (i) upon successful completion of the training program, the employee will be appointed to a position at the classification level for which he or she has been trained;
 - (ii) unless other arrangements are made and mutually agreed to prior to the commencement of the training program, by the responsible NAV CANADA managers, the employees and the Union, employees who are unsuccessful in meeting any portion of the training program will be returned to their former unit(s) at their former level and rate of pay;
- (h) Trainees will receive the appropriate classroom and on the job training required to qualify for the position;

40.05 Competitive Process

If there has been no assignment in accordance with clauses 40.02, 40.03. or 40.04 (where applicable), NAV CANADA will post the vacancy, for a minimum period of fourteen (14) days.

- (a) Prior to posting the vacancy, NAV CANADA will determine an area of selection, as local, regional, inter-regional or national. The Union will be advised on the area of selection. At the request of the Union within four (4) days of the advice, the Union and NAV CANADA shall discuss the choice of area of selection for the posting.
- (b) The poster shall include the following:
 - (i) position title, classification and location;
 - (ii) area of selection;
 - (iii) salary range;

- (iv) summary duties of the position;
 - (v) particular working conditions including shift work, need to travel;
 - (vi) essential qualifications including security clearances and language requirements;
 - (vii) closing date;
 - (viii) name, address, e-mail address and phone number of the NAV CANADA representative designated to receive the application
 - (ix) the establishment of an eligibility list if such is the case.
- (c) Interested employees may apply for the position posted by filing his or her application in accordance with the posting with NAV CANADA on or before the closing date of the posting: In the event an employee is absent from the workplace for the duration of the posting period due to vacation leave or illness, an application will be accepted from the employee up until the commencement of the testing or interview process.
- (d) 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 a current statement of duties of the position.
- (e) 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.
- (f) 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.
- (g) For the purposes of the present Article, a candidate may include a qualified employee 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.

- (h) 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.
- (i) 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.
 - (i) These lists shall be valid for a period not exceeding twelve (12) months from the dates they were established.
 - (ii) When using an eligibility list, the selected employee may decline the assignment without jeopardizing his or her standing on the list
- (j) The selected candidate shall be advised of the date of his or her assignment to the new position. The assignment date may be affected by operational requirements including the availability of qualified replacement employees.
- (k) 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 and Relocation Programs.
- (l) Upon assignment the employee shall be granted a familiarization period of a maximum of thirty (30) days actually worked during which period the employee may return, or be returned by NAV CANADA to his or her former position.

During the thirty (30) day familiarization period, if the position requires relocation under the NAV CANADA Travel and Relocation Programs, the employee shall be on travel status as provided for in the Programs. No relocation expenses shall be paid during this period unless mutually agreed otherwise. In this latter case, the return rights shall be extinguished.
- (m) Any employee who participated in the selection process is entitled, upon request, to a post-board debriefing. If the employee wishes to have his or her 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

40.06 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 40.06 a) 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 position or project with a temporary employee, NAV CANADA will notify the Union of the name of the temporary employee selected for the position and the anticipated length of the appointment
- (d) A regular employee who accepts a temporary assignment shall be entitled to return to his or her 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.

40.07 Transfer of Position

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

40.08 Changes in Position Level

- (a) In the event that a position at a given location is modified to the extent that an increase in level is required, the employee presently filling the position, if qualified, shall be assigned to the higher level. If necessary, the employee may be provided with a familiarization period.
- (b) In the event a reclassification/modification results in a lower rate of pay, the employee shall, continue to receive his or her 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.

- (c) When there are several employees performing similar duties, the reclassified position shall be posted, but the initial area of selection will be restricted to the employees affected.

40.09 Change in Employee Status

Employees hired on a temporary basis will become a regular employee after three (3) years of continuous service.

40.10 Employment Equity

- (a) The Union and NAV CANADA are committed to developing and implementing an Employment Equity plan.
- (b) To this end the parties will engage in meaningful joint consultation to collaborate regarding all matters pertaining to employment equity including the contents of the employment equity plan, which shall provide strategies for the removal of barriers including appropriate qualitative and quantitative measures.
- (c) Consultation and collaboration in accordance with this clause are not forms of co-management.
- (d) In the event that any provision of the Employment Equity Plan contradicts the collective agreement, the Plan shall be considered by the Union and NAV CANADA as a recommendation until such time as the parties settle the matter under Article 49, Agreement Reopener.

ARTICLE 41

PROBATION

41.01 Probation

- (a) New employees will be on probation for the duration of their qualification program or twelve (12) months, whichever is longer. Each employee shall have only one (1) probationary period with NAV CANADA.
- (b) Employees who are on strength, and not on probation, on **(insert date of signing)** shall be considered to have completed their probationary period.
- (c) Notwithstanding (a) and (b) above, an employee hired on the basis that he or she will acquire a second official language during employment will be deemed to be on probation until such time as the employee has successfully met the condition. In this case the 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.
- (d) Absences from work for whatever reason exceeding thirty (30) days shall not be counted for the purposes of the probationary period.
- (e) 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.

ARTICLE 42

TRAINING

42.01 NAV CANADA shall determine training requirements 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.

42.03 Employees working as an ATT - TSS at NCTI shall be entitled, at NAV CANADA's expense, one unit visit in Ottawa or Montreal, as described below, every two (2) years.

Unit Visit

An on-site one (1) day tour of an air traffic control facility during which the employee has the opportunity to observe all aspects of the operation.

ARTICLE 43

STATEMENT OF DUTIES

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

ARTICLE 44
CLASSIFICATION

44.01 Lower Classification

In the event a reclassification results in a lower rate of pay, the employee shall, as long as he or she remains in the position, continue to receive his or her salary rate until such time as the salary rate of the revised classification, through increments provided for under the present Collective Agreement, meets or exceeds the salary rate the employee presently receives.

44.02 Higher Classification

- (a) In the event that a position is 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.
- (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.

ARTICLE 45

EMPLOYMENT SECURITY

45.01 NAV CANADA shall advise the Union 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 Union/NAV CANADA consultation shall begin:

- (a) following the notice to the Union 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 Union 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) a vulnerable employee will be sent a formal notice of his or her vulnerable status and options will be explored with the employee and, if requested, the Union representative. Such employees shall have the opportunity to meet with their HR Advisor to set up automatic job notifications;

- (b) the employee shall receive a formal notice of surplus status at least six months prior to layoff date (surplus period), copied to the Union;
 - (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 his or her 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 his or her notice period and his or her name shall be inscribed on the recall list.
- (b) NAV CANADA shall provide the Union 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 40.05 (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 40.04, 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 his or her 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 his or her 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 his or her 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 24, Vacation Leave With Pay.
- 45.13 At the request of an employee he or she may offset a period of temporary lay-off, or portion thereof, with Vacation Leave with Pay or Compensatory Time Off to the extent of his or her 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.
- 45.18 An employee assigned to a position at a lower level under the present Article, Article 40.02 (a) (i) or (ii), Article 40.08 or Article 44.01 shall be "green circled" salary protected so long as they occupy this lower position. "Green Circle" for the purpose of this clause shall mean that the employee shall continue to receive his/her current rate of pay including negotiated adjustments and increments. For clarity, the salary rate would be subject to economic and incremental increases until the employee vacates the position or the applicable maximum salary for the position under the classification system meets or exceeds the maximum of the protected salary range.
- 45.19 Surplus employees who cannot be placed in a position at the same or lower level will be entitled to participate in all competitions and/or seniority bids for permanent positions within the bargaining unit. Employees who are unable to qualify in positions resulting from this process will be entitled to either lay-off with recall rights or the NAV CANADA Departure Incentive payment.

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 Union at least one hundred and eighty (180) days prior to the date on which the technological change is to be effected.

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

PENSION PLAN

47.01 Members of the CAW Local 1016 bargaining unit are entitled to the benefits of the NAV CANADA Pension Plan.

47.02 Only the following specific Articles of the NAV CANADA Pension Plan (effective November 17, 2011) are deemed to be included in the collective agreement:

Article 2 – Eligibility and Membership

Article 3 – Crediting of Service

Article 4 – Contributions

Article 5 – Benefits on Retirement, Termination or Death

Article 6 – Maximum Pension Benefits

Article 7 – Payment of Pensions

Article 13 – Marriage Breakdown (including also subsection 14.7 for completeness)

Part A

Article A2 – Service

Article A3 – Contributions

Article A4 – Retirement Benefits

Article A5 – Post Retirement Death Benefits

Article A6 – Termination of Services

Article A7 – Pre-retirement Death Benefits

Article A8 – Disability Benefits

Article A9 – Inflation Adjustments for Pensions in Payments

Definitions set out in Article 1 and Article A1 are included inasmuch as they would be required to interpret one of the articles listed above.

47.03 The NAV CANADA Pension Plan may not be discontinued without the express written consent of both parties in so far as it relates to CAW 1016.

ARTICLE 48

AGREEMENT REOPENER

48.01 This Agreement may be amended by mutual written consent.

ARTICLE 49

DURATION

49.01 This collective agreement shall expire on June 30, 2013.

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

SIGNED AT OTTAWA, this day of the month of , 2012

NAV CANADA

CAW LOCAL 1016

Richard J. Dixon, Vice President and
Human Resources Officer

Shawn Wood
President, CAW Local 1016

Elizabeth Cameron
Assistant Vice President, Labour and
Employee Relations

Joel Fournier
CAW National Representative

Brent Clary
Manager, Labour Relations

Ron Smith
CAW Director of Transportation

Lorne Anderson
Negotiating Team Member

Michel Boucher
Negotiating Team Member

Guy St-Arneault
Negotiating Team Member

Jason Constable
Negotiating Team Member

Paul Estes
Negotiating Team Member

Christine Lizotte
Negotiating Team Member

Sylvain Guindon
Negotiating Team Member

Rawa Maadarani
Negotiating Team Member

NAV CANADA

CAW LOCAL 1016

Tony Scardillo
Negotiating Team Member

Ray Selby
Negotiating Team Member

Isaak Skuce
Negotiating Team Member

Sam Toytman
Negotiating Team Member

LETTER OF UNDERSTANDING NO. 1

WORK DAYS AT HEAD OFFICE

Notwithstanding the hours provided for in Article 29.10 of the Collective Agreement, the Union and NAV CANADA agree that 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 Union and NAV CANADA.

LETTER OF UNDERSTANDING NO. 2
TRANSITORY MEASURE - CONTRACTING OUT

Notwithstanding Article 45.17 and the consultation process provided for in Article 45.02 of the Collective Agreement, and in the event NAV CANADA opts during the life of the Collective Agreement to contract out existing work, NAV CANADA agrees that employees who performed this work and who suffer job displacement shall be provided with a job offer in NAV CANADA or with the contractor. Where the employee rejects the job offer, he or she shall cease to be an employee of NAV CANADA.

LETTER OF UNDERSTANDING NO. 3

NAV CANADA DEPARTURE INCENTIVE PROGRAM

The Departure Incentive Program discussed on June 10, 1998 is incorporated as an attachment to this letter, and describes in general terms the program that will be in effect.

THE NAV CANADA DEPARTURE INCENTIVE PROGRAM APPLICABLE TO CAW LOCAL 1016 MEMBERS

Purpose

This document outlines the compensation package that we offer to employees who are members of the CAW Local 1016 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 CAW Local 1016 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 follows:

- (a) All NAV CANADA employees as of June 9, 2006 will continue to be entitled to the Departure Incentive Program Compensation benefits reproduced below:

Age or years of service criteria	DIP Compensation
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
“	“	>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.

- (b) All NAV CANADA employees who are hired subsequent to June 9, 2006 will be entitled to the following Departure Incentive Program compensation benefits:

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

Service Criteria	DIP Compensation
20 years of service	46 weeks pay
21 years of service	48 weeks pay
22 years of service	50 weeks pay
23 years of service	52 weeks pay
24 years of service	54 weeks pay
25 years of service	56 weeks pay
26 years of service	58 weeks pay
27 years of service	60 weeks pay
28 years of service	62 weeks pay
29 years of service	64 weeks pay
30 years of service	66 weeks pay
31 years of service or more	68 weeks pay

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 pensioner rates
- to participate in the NAV CANADA Bargaining Agents Association (NCBAA) Health Care Plan at normal pensioner rates
- for continued coverage in the NAV CANADA Dental Care Plan for a period of three (3) months after date of retirement at no cost to the employee

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

- conversion of Basic Life insurance to coverage at “commercial” rates without the need for a medical provided application is made within 30 days of resignation
- continued coverage under the NAV CANADA Health Care and Dental Care plans for a period of three months after termination at normal employee rates
- up to \$7,000 for financial planning, tax advice, re-education and other transition assistance

The following provisions are specifically applicable only to those employees who, as a direct result of the technological change associated with the introduction of 'CAATS' and/or the introduction of 'Voice Recognition', are declared surplus and whose employment is subsequently terminated

- the employee's surplus notice shall contain a fixed release date. This release date may be extended by mutual agreement between the employee and NAV CANADA;
- where employees request and where operational requirements permit, an early departure may be approved with the full payment of the Departure Incentive Program.. Employees who are approved for an early departure shall not be compensated for any unfulfilled surplus notice period.
- 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 Departure Incentive Program at the rate that employee would have been paid had that employee been declared surplus.
- notwithstanding their pension benefit entitlement, up to \$7,000 for financial planning, tax advice, re-education and other transition assistance;

LETTER OF UNDERSTANDING NO. 4

TECHNOLOGICAL CHANGE - SURPLUS EMPLOYEES

In the event that members of CAW Local 1016 are impacted by technological change such that they are surplus to NAV CANADA requirements, the following shall be applied in lieu of the provisions of Article 45 of the collective agreement.

- (1) For such affected employees who wish to be considered for ATC training, the employees will be guaranteed an opportunity to undertake the normal pre-screening testing/interviews. Employees who are declared surplus and who wish to be considered for ATC training will be guaranteed an opportunity to undertake the normal pre-screening testing/interviews for an ATC training position within their FIR.
- (2) If successful in the pre-screening, such employees will be guaranteed an opportunity to train for ATC positions at NAV CANADA's expense. While in training, the employee shall retain his/her current rate of pay or the applicable CAW Local 5454 training rate, whichever is greater.
- (3) An employee who accepts a training opportunity in accordance with item (2) above, and who is unsuccessful in training, shall have their employment terminated, effective the date the employee is ceased training or withdraws from training. Any such unsuccessful employee shall have no recall rights and will be paid, on account of the NAV CANADA Departure Incentive, the amount (if any) by which the departure incentive that would otherwise have been payable to the employee exceeds the amount of salary paid to the employee while in training for ATC positions. The initial 4 (four) months of training shall not count towards a reduction in the Departure Incentive entitlement.
- (4) It is understood that employees who are successful in training will be assigned to NAV CANADA locations in accordance with the needs of the Company at that time.

- (5) For affected employees who do not wish to be considered for ATC training or for those who do not accept an opportunity to train for ATC positions, the provisions of Article 45 shall apply. Surplus employees who choose not to apply for or are unsuccessful in applying for ATC training will receive a one-time cash payment of \$15,000 (fifteen thousand dollars), less required deductions, when their employment is terminated.
- (6) This letter of understanding will expire on the signing of a new collective agreement.

LETTER OF UNDERSTANDING NO. 5
GRANDPARENTED SEVERANCE PROVISIONS

All NAV Canada employees as of June 9, 2006 will continue to be entitled to the severance benefits reproduced below which were formerly included in the collective agreement.

All NAV Canada employees who are hired subsequent to June 9, 2006 will not be entitled to these severance benefits.

SEVERANCE PAY

39.01 In the following circumstances and subject to clause 39.02, an employee shall receive severance benefits calculated on the basis of his or her 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 liable 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 twelve month recall period be liable 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) **Retirement**

On retirement, when an employee is entitled to retirement benefits under NAV CANADA's Pension Plan or entitled to an immediate annuity or entitled to an immediate annual allowance under the Public Service Superannuation Act, one week's pay for each complete year of continuous service with NAV CANADA since November 1, 1996 with a maximum benefit of 30 (thirty) weeks' pay.

- 39.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit by the Public Service. Under no circumstances shall the maximum severance pay provided for under Clause 39.01 be pyramided.
- 39.03 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.

LETTER OF UNDERSTANDING NO. 6

CLASSIFICATION

CAW Local 1016 and NAV CANADA have completed the process below to establish a new classification system applicable to all positions and groups covered by this collective agreement.

- (i) The parties will engage an outside firm with recognized experience and expertise in the field of classification. Failing agreement, each party will nominate one firm and the successful firm shall be chosen by lot. The Employer will be responsible for the firm's fees and expenses.
- (ii) As part of its work, the firm will accept submissions from both sides concerning the criteria to be considered and measured, including but not limited to such issue as work volume, and consequence of error.
- (iii) The firm shall evaluate all positions in the bargaining unit and will produce a proposed new classification system and standards, with a target date for completion being one year after the signing of the collective agreement.
- (iv) Upon completion, the firm's report will be submitted to the parties who will apply their best efforts to agree on the report with or without amendments.
- (v) The parties will then consult in order to determine how to implement the new classification system and any associated salary adjustments.
- (vi) It is understood that employee who occupies a position at a location where the classification level is decreasing, such employee will be "green circled" so long as they occupy this position.

"Green circle" for the purpose of this letter shall mean that the employee shall continue to receive his/her current rate of pay including negotiated adjustments and increments. For clarity, the salary rate would be subject to economic and incremental increases until the employee vacates the position or the applicable maximum salary for the position under the classification system meets or exceeds the maximum of the protected salary range.

- (vii) If, within four months following receipt of the report, no agreement is reached pursuant to the preceding two subparagraphs, then either party may refer the unresolved issue or issues to a binding arbitration board (with nominees appointed by each side who would appoint a chair) which would render at a minimum, a majority decision.
- (viii) Notwithstanding subparagraphs (v) and (vi), it is expressly agreed that the new classification system shall not be implemented until the next collective agreement is signed by the parties. The parties will be left to negotiate the economic implications of any new or modified classification system in that round of bargaining. The effective date of the new classification program shall be July 1, 2009.

LETTER OF UNDERSTANDING NO. 7

EMPLOYMENT SECURITY

During the current round of collective bargaining, the Union tabled a proposal that no employee be subject to involuntary layoff as a result of changes introduced by NAV CANADA

The Company, while maintaining that it was unable to provide an absolute guarantee in this regard, pointed to the past success achieved by the parties in dealing with various surplus situations.

In the end, the Union withdrew its proposal on the following joint understanding: If in any future surplus situation covered under Article 45 an employee cannot be accommodated through the full utilization of the existing Employment Security provisions, the parties, on request of either side, would review the situation at the national level and assist those employees in obtaining other employment within the Company.

LETTER OF UNDERSTANDING NO. 8

WORK OF THE BARGAINING UNIT

During the current round of collective bargaining, the Union tabled proposals to prohibit contracting-out of bargaining unit work.

The Company noted that it had not historically contracted out any ATT work, nor did it have any plans to do so at this time.

LETTER OF UNDERSTANDING NO. 9

TSS MODIFIED WORK SCHEDULE

The parties agree that the modified work schedules contemplated in articles 29.10(a) of the current collective agreement shall be applied as follows for employees in the ATT classification working as Training Simulation Specialists (TSS) and TSS supervisors (“employees”):

- (1) The Employer shall be entitled to schedule the regular work day for the employees to fall outside the eleven (11) hour period (7:00 A.M. to 6:00 P.M.), but not outside the hours of 7:00 A.M. to 12:00 A.M. There will be no work, for these employees, performed between 12:00 A.M. and 7:00 A.M, nor any work performed on Saturday or Sunday, unless it be overtime work in excess of the thirty-seven and one-half (37 ½) hour work week.
- (2) Where employees are scheduled to work a modified work schedule the normal work week shall remain thirty-seven and one-half (37 ½) hours exclusive of meal periods, comprising five (5) days of seven and one-half (7 ½) hours each Monday through Friday.
- (3) Where employees are scheduled to work a modified work schedule, employees shall be paid \$8.00 per hour for hours worked (other than overtime), rounded down to the nearest complete number of hours, between the hours of 6:00 pm and 12:00 am. No employee shall be entitled to a yearly payment in excess of four thousand and two hundred (\$4,200.00) dollars in a calendar year (January to December). The Employer shall be entitled to schedule employees between 6:00 P.M. and 12:00 A.M. in excess of forty-four (44) hours per month, but consistent with the Employer’s *Canada Labour Code* obligations.
- (4) The compensation set out herein is subject to the following conditions:
 - (i) It is separate from and in addition to the shift premiums set out in Article 31; and
 - (ii) It is not pensionable.

- (5) In the event that an employee has not been scheduled to work between 6:00 P.M. and 12:00 A.M. and asserts his or her entitlement to work between 6:00 P.M. and 12:00 A.M., the Employer shall provide the most senior employee with the first right of refusal to work those hours so long as the senior employee is qualified and available.
- (6) Unless necessitated by operational requirements, employees' schedules of work will not be changed as a result of this Letter of Understanding.

LETTER OF UNDERSTANDING NO 10
TEMPORARY EMPLOYEES

Where two temporary employees are hired at the same level and location, and where the term of the more senior employee ends, the senior temporary employee shall be retained provided that:

- (a) the senior temporary employee has at least one year's service or has completed qualification, whichever is later;
- (b) there is work available for at least one of the two employees to perform;
- (c) the senior temporary employee is capable of performing the available work.

LETTER OF UNDERSTANDING NO 11
SELF FUNDED LEAVE

Members of the CAW Local 1016 bargaining unit are eligible to the provisions of the Self-Funded Leave Program.

**APPENDIX A
ATT Pay Scale**

A - Effective July 1, 2011
B - Effective July 1, 2012

ATT 0					
A	31,691				
B	32,642				
ATT 1					
A	39,227	40,404	41,618	42,863	44,150
B	40,404	41,617	42,867	44,149	45,475
ATT 2					
A	43,934	45,254	46,610	48,008	49,450
B	45,253	46,612	48,009	49,449	50,934
ATT 3					
A	49,205	50,683	52,202	53,770	55,383
B	50,682	52,204	53,769	55,384	57,045
ATT 4					
A	55,110	56,764	58,466	60,223	62,027
B	56,764	58,467	60,220	62,030	63,888
ATT 5					
A	61,724	63,577	65,483	67,447	69,470
B	63,576	65,485	67,448	69,471	71,555
ATT 6					
A	69,130	71,204	73,341	75,541	77,807
B	71,204	73,341	75,542	77,808	80,142
ATT 7					
A	77,425	79,749	82,141	84,606	87,145
B	79,748	82,142	84,606	87,145	89,760
ATT 8					
A	86,718	89,318	91,998	94,757	97,601
B	89,320	91,998	94,758	97,600	100,530

**APPENDIX A
GT Pay Scale**

A - Effective July 1, 2011
B - Effective July 1, 2012

GT 0					
A	31,691				
B	32,642				
GT 1					
A	42,604	43,777	44,948	46,117	47,500
B	43,883	45,091	46,297	47,501	48,925
GT 2					
A	48,858	50,274	51,690	53,105	54,699
B	50,324	51,783	53,241	54,699	56,340
GT 3					
A	54,636	56,279	57,927	59,571	61,360
B	56,276	57,968	59,665	61,359	63,201
GT 4					
A	61,557	63,468	65,385	67,296	69,315
B	63,404	65,373	67,347	69,315	71,395
GT 5					
A	69,094	71,212	73,339	75,541	77,807
B	71,167	73,349	75,540	77,808	80,142
GT-6					
A	76,463	78,957	81,469	83,975	86,496
B	78,757	81,326	83,914	86,495	89,091
GT-7					
A	87,625	90,573	93,518	96,317	99,208
B	90,254	93,291	96,324	99,207	102,185
GT-8					
A	99,397	102,550	105,681	108,816	112,080
B	102,379	105,627	108,852	112,081	115,443

NOTE:

The Trainee level of pay (GT-0) applies to ATOS Trainees hired after June 9, 2006 and to TSS hired after January 1, 2007, subject to the following:

- (a) applicable only to new hires training for their first position with NAV CANADA.
- (b) payable only when employee is training under the direct supervision of an instructor - when working independently, employee shall be paid the full position rate.

APPENDIX B

ARTICLES APPLICABLE TO TEMPORARY EMPLOYEES

ARTICLE 1	Purpose and Scope of Agreement
ARTICLE 2	Interpretation and Definitions
ARTICLE 3	Application
ARTICLE 4	Union Recognition
ARTICLE 5	Check-Off
ARTICLE 6	Management Rights
ARTICLE 7	Employee Representatives
ARTICLE 8	Use of Employer Facilities
ARTICLE 9	Information
ARTICLE 10	Restriction on Outside Employment
ARTICLE 11	Authorship
ARTICLE 12	Leave With or Without Pay for Union Business
ARTICLE 13	Illegal Strikes
ARTICLE 14	Joint Consultation
ARTICLE 15	Grievance and Arbitration Procedure
ARTICLE 16	NAV CANADA Joint Council Agreements (Subject to the restrictions contained in the various benefit plans)
ARTICLE 17	Employee Performance Review and Employee Files
ARTICLE 18	No Harassment
ARTICLE 19	No Discrimination
ARTICLE 20	Discipline

ARTICLE 21	Health and Safety
ARTICLE 22	Leave General
ARTICLE 23	General Holidays
ARTICLE 24	Vacations
ARTICLE 25	Sick Leave with Pay
ARTICLE 27	Other Leave With or Without Pay (Limited to Maternity, Parental and Adoption Leave after six months' continuous service; and Bereavement, Family Related Responsibilities, Court Leave, Personnel Selection Leave and Injury on Duty Leave for the duration of the term only)
ARTICLE 28	Pay Administration
ARTICLE 29	Hours of Work
ARTICLE 30	Overtime
ARTICLE 31	Shift Premiums
ARTICLE 32	Shift Work
ARTICLE 33	Travelling Time
ARTICLE 34	Call-Back Pay
ARTICLE 35	Standby
ARTICLE 36	Reporting Pay
ARTICLE 38	Part-Time Employees
ARTICLE 39	Seniority (Note: Temporary employees are all considered junior to regular employees for all purposes)

ARTICLE 40 - Staffing

(Note: Temporary employees are eligible to apply on competitions (Article 40.05) or seniority bids (Article 40.04) subject to the following:

(a) where both a regular and a temporary employee are eligible, the regular employee would be selected in preference to the temporary employee:

(b) temporary employees are not entitled to claim positions involving relocation.

ARTICLE 48 Agreement Reopener

ARTICLE 49 Duration

LOU No. 10 Temporary Employees

APPENDIX C

LIST OF ARBITRATORS

ATLANTIC

THISTLE, W. Wayne

QUEBEC

FOISY, Claude H.
GRAVEL, Marc
ROUSSEAU, Andre
PICHER, Michel

ONTARIO

BRAULT, Serge
BROWN, Richard M.
SWAN, Kenneth P.
PICHER, Michel
GOODFELLOW, R

WESTERN

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

PACIFIC

CHERTKOW, Mervin I.
HOPE, Allan

EXPEDITED

KELLER, M. Brian

APPENDIX D

LIST OF POSITION TITLES AND CORRESPONDING GRADE

“FOR INFORMATION PURPOSES ONLY”

Grade	Title
ATT-0	ATOS Trainee
ATT-1	Publication Assistant
ATT-3	Flight Data Support Analyst
ATT-3	Publication Specialist
ATT-4	AIS Assembly Specialist
ATT-4	Senior Simulation Specialist
ATT-4	Simulation Specialist
ATT-4	Simulation Technology Specialist
ATT-4	Training Simulation Specialist
ATT-5	Air Traffic Operations Specialist
ATT-5	AIS Data Collection Specialist
ATT-5	AIS Standards Desktop Publisher
ATT-5	ATOS - Project
ATT-5	Flight Data Analyst
ATT-5	NOTAM Specialist
ATT-5	Operational Training Specialist
ATT-5	Simulation Specialist, Team Supervisor
ATT-5	Systems Controller
ATT-5	Systems Coordinator
ATT-5	Training Simulation Specialist Supervisor
ATT-6	Air Traffic Operations Specialist Supervisor
ATT-6	AIS Data Collection Specialist Supervisor
ATT-6	ATOS Unit Operations Specialist
ATT-6	NOTAM Supervisor
ATT-6	Simulation Specialist Supervisor
ATT-6	TSS Course Maintenance Specialist
ATT-7	Training Technology Specialist