

COLLECTIVE AGREEMENT

Between

NAV CANADA

And

**THE PROFESSIONAL INSTITUTE OF THE
PUBLIC SERVICE OF CANADA
(PIPSC)**

Expiry Date: April 30, 2013

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ARTICLE 1

PURPOSE AND APPLICATION OF AGREEMENT

- 1.01 The purpose of this Agreement is to establish and maintain harmonious relationships between NAV CANADA, the Institute and the employees, and to set forth the terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 1.02 The parties to this Agreement also share a desire to maintain professional standards and to promote safety, excellence, quality, employee satisfaction and customer service in order to enhance the efficiency and productivity of NAV CANADA in a regulated environment.

ARTICLE 2
INTERPRETATION AND DEFINITIONS

2.01 Considering that the terms and conditions of employment of employees in the bargaining unit being set out in the present Collective Agreement, it is agreed that in the event of any contradictions between a provision of the present Collective Agreement and any other custom, policy or practice of NAV CANADA, the provisions of the present Collective Agreement shall prevail.

2.02 For the purpose of this Agreement

- (a) “Institute” means the Professional Institute of the Public Service of Canada;
- (b) “Bargaining unit” means the Groups described in Article 7;
- (c) “Employee representative” means Institute steward, President of the NAV CANADA Group and/or Institute Staff;
- (d) “Employee” means a person employed in the bargaining unit;
- (e) A qualified employee is an employee who meets the basic qualifications and rated requirements of a particular position;
- (f) “Spouse” is one of two people legally married to one another or a person living in conjugal relationship with an employee for a continuous period of at least one (1) year, and who is continuing to live in the conjugal relationship.
- (g) (i) continuous service means:

unbroken service from the employee’s last date of hire including authorized leaves of absence and periods of lay-off if the employee is recalled and returns to work.
- (ii) continuous employment means:

continuous service including the cumulative periods of continuous service where interruptions in service of less than three (3) months occur. The duration of breaks must be subtracted from the period of continuous employment.
- (iii) the continuous service or continuous employment of a “designated” continued employee shall include his or her

continuous service or continuous employment as an employee engaged in the Public Service as defined in the *Public Service Staff Relations Act* (R.S.C. c.P-35 s.i.) as at November 1, 1996 and who was employed in any department or organization mentioned in any version of Part 1, Schedule 1 under the said *Act* prior to November 1, 1996.

- (h) "Membership dues" means the dues established by the Institute as the dues payable by its members as a consequence of their membership in the Association, and may include fees and assessments;
- (i) "holiday" means the twenty four (24) hour period commencing at 00:00 hours of a day designated as a paid holiday in this Agreement;
- (j) "leave" means authorized absence from duty by an employee during his or her regular or normal hours of work;
- (k) "overtime" means:
 - (1) in the case of a full-time employee, authorized work in excess of the employee's scheduled hours of work;
 - or
 - (2) in the case of a part-time employee, authorized work in excess of seven and one half (7 1/2) hours a day or thirty-seven and one half (37 1/2) hours a week.
- (l) "time and one-half" means one and one-half (1 1/2) times the employee's hourly rate of pay;
- (m) "double time" means two (2) times the employee's hourly rate of pay;
- (n) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
- (o) "hourly rate of pay" means a full-time employee's weekly rate of pay divided by the normal number of hours in the employee's work week;
- (p) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176.
- (q) "part-time employee" means a person whose normal scheduled hours of work are less than thirty-seven and one half (37 1/2) hours per week and more than twelve and one half (12 1/2) hours per week.

- (r) “term employee” is a person hired for a specific term. Term employees shall be governed by the provisions of the collective agreement specified in Appendix B.
- (s) “regular employee” is an employee hired on an ongoing basis for an indeterminate period.

ARTICLE 3

OFFICIAL TEXTS

- 3.01 Both the English and French texts of this Agreement will be official.
- 3.02 Every effort will be made by both parties to ensure an accurate translation. However, should there be a discrepancy between the texts, the text of the language of negotiation shall prevail.

ARTICLE 4

RIGHTS OF EMPLOYEES

- 4.01 Nothing in this Agreement shall be construed as an abridgement or restriction of any employee's constitutional rights or of any right expressly conferred in an Act of the Parliament of Canada.

ARTICLE 5

REGISTRATION FEES

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

ARTICLE 6

MANAGEMENT RIGHTS

- 6.01 The Institute recognizes and acknowledges that NAV CANADA has the exclusive right to manage and direct its operations, subject to the terms of this Collective Agreement.
- 6.02 In exercising its management rights NAV CANADA will not act in a manner that is arbitrary, discriminatory or in bad faith.

ARTICLE 7

RECOGNITION

7.01 Exclusive Bargaining Agent

NAV CANADA recognizes the Institute as the exclusive bargaining agent for all employees described in the certificates originally issued by the Public Service Staff Relations Board covering NAV CANADA employees in the former Computer Systems Administration Group, the Physical Science Group, the Purchasing and Supply Group and the Engineering and Land Survey Groups and deemed to be certificates of the Canada Labour Relations Board pursuant to the Commercialization of Civil Air Navigation Services Act (SC 1996 C20). Effective from September 19, 2001 (CIRB Order No. 8118-U), NAV CANADA also recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate originally issued by the Public Service Staff Relations Board covering NAV CANADA employees in the former Economics, Sociology, Statistics and Social Science Support Groups and deemed to be certificates of the Canada Labour Board pursuant to the Commercialization of Civil Air Navigation Services Act (SC 1996 C20).

7.02 Union Membership

- (a) Every employee of the bargaining unit shall become a member and continue his or her membership in the Institute 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 Institute as a condition of his or her employment.
- (b) The Institute will not require NAV CANADA to terminate the employment of an employee because the employee has been expelled or suspended from membership in the Institute 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 Institute as a condition of acquiring or retaining membership in the Institute.

ARTICLE 8

STEWARDS

8.01 NAV CANADA acknowledges the right of the Institute to appoint Stewards from amongst the members of bargaining units for which the Institute is the certified bargaining agent. NAV CANADA and the Institute shall, by mutual agreement, determine the area of jurisdiction of each Steward, having regard to the plan of organization and the distribution of employees.

8.02 The Institute shall notify NAV CANADA promptly and in writing of the names of its Stewards.

8.03 Leave for Stewards

Operational requirements permitting, NAV CANADA shall grant leave with pay to an employee to enable him or her to carry out his or her functions as a Steward on NAV CANADA's premises. When the discharge of these functions require an employee who is a Steward to leave his or her normal place of work, the employee shall report his or her return to his or her supervisor whenever practicable.

ARTICLE 9

USE OF EMPLOYER FACILITIES

9.01 **Access by an Accredited Institute Employee Representative**

An accredited Institute employee representative may be permitted access to NAV CANADA's premises on stated Institute business and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from NAV CANADA.

9.02 **Bulletin Boards**

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 Institute material regarding meetings, elections, negotiations, Institute policies and positions, and internal affairs of the Institute. Posting of notices or other materials require the prior approval of NAV CANADA. Such approval shall not be unreasonably withheld.

9.03 **Institute Literature**

NAV CANADA will where practicable make available to the Institute a specific location on its premises for the storage and placement of a reasonable quantity of Institute files and literature.

9.04 **Meetings on Premises**

NAV CANADA may permit the Institute to use NAV CANADA's premises outside the working hours of the employees and during meal periods for conducting meetings of their members, where refusal to grant permission would make it difficult for the Institute to convene a meeting. Such meetings shall not interfere with NAV CANADA's operations.

ARTICLE 10

CHECK-OFF

- 10.01 NAV CANADA will as a condition of employment deduct an amount equal to the amount of the membership dues from the monthly pay of all employees in the bargaining unit.
- 10.02 The Institute shall inform NAV CANADA in writing of the authorized monthly deduction to be checked off for each employee defined in clause 10.01.
- 10.03 For the purpose of applying clause 10.01, deductions from pay for each employee in respect of each month will start with the first full month of employment to the extent that earnings are available.
- 10.04 From the date of signing and for the duration of this Agreement, no bargaining agent, as defined in Section 3 of the *Canada Labour Code*, other than the Institute, shall be permitted to have membership dues and/or other monies deducted by NAV CANADA from the pay of employees in the bargaining unit.
- 10.05 The amounts deducted in accordance with clause 10.01 shall be remitted to the Institute within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his or her behalf.
- 10.06 NAV CANADA agrees to make deductions for other purposes on the basis of the production of appropriate documentation.
- 10.07 The Institute agrees to indemnify and save NAV CANADA harmless against any claim or liability arising out of the application of this Article. Notwithstanding this, once NAV CANADA has been notified of the error by the Institute the liability assumed shall not be so limited if NAV CANADA has failed to correct the error within two pay periods of the date of notification.

ARTICLE 11
INFORMATION

11.01 Employee Information

NAV CANADA agrees to provide the Group President and the Institute with a list of all employees in the bargaining unit and thereafter, will provide on a monthly basis, a list of all employees who have entered the bargaining unit together with a list of all employees who have left the bargaining unit.

The lists referred to herein shall include the following:

- Employee's name
- Position and employee numbers
- Date of hiring
- Start and end dates of assignments for substantive and acting positions
- Status
- Full-time, part-time or term with duration
- Classification and level (permanent and acting)
- Job title (permanent and acting)
- Work location description
- Current salary
- Staffing reason
- Salary protection (where applicable)
- Department
- Section
- Effective dates of any changes of employee status
- Names, classification and effective dates of any changes in employee status
- Employees who have left the bargaining unit
- List of changes since last report

NAV CANADA agrees to provide the Group President and the Institute the following information upon request:

Home and work coordinates as follows: postal and email addresses, phone numbers and fax number.

11.02 Copies of the Collective Agreement

NAV CANADA agrees to supply each employee with a copy of the Collective Agreement and any amendments thereto. In addition the parties agree to arrange that a sufficient number of copies will be printed for administrative purposes. The cost of printing the Collective Agreement will be divided equally between NAV CANADA and the Institute. All agreements will be printed in a union shop.

11.03 **Union Briefings**

NAV CANADA shall provide the Institute opportunities to brief managers about the role of the Institute in the workplace at least once annually.

ARTICLE 12
EMPLOYMENT REFERENCES

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

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

ARTICLE 13

LEAVE FOR STAFF RELATIONS MATTERS

13.01 **Canada Industrial Relations Board**

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 employed by NAV CANADA who acts on behalf of an employee making a complaint, or who acts on behalf of the Institute making a complaint.

13.02 **Canada Labour Code Applications for Certification**

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

- (a) to an employee representative employed by NAV CANADA who represents the Institute in an application for certification or in an intervention; and
- (b) to an employee who makes personal representations with respect to certification.

13.03 **Contract Negotiations**

Where operational requirements permit:

- (a) NAV CANADA will grant leave without pay to a reasonable number of employees for the purpose of attending preparatory contract negotiation meetings.
- (b) NAV CANADA will grant leave with pay for up to four (4) employees for up to twelve (12) months beyond the expiry date of the Agreement to attend contract negotiation meetings on behalf of the Institute. 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 Institute.

13.04 Interest Arbitration Board and Conciliation Board Hearings

Where operational requirements permit, NAV CANADA will grant leave without pay to a reasonable number of employees representing the Institute before an Interest arbitrator, conciliation officer, conciliation commissioner or conciliation board.

13.05 Arbitration Hearings

Where operational requirements permit, NAV CANADA will grant leave with pay to the grievor to attend grievance arbitration hearings.

Where operational requirements permit, NAV CANADA will grant leave with pay to an employee representative to attend grievance arbitrations.

13.06 Meetings Between the Institute and Management

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

13.07 Witnesses

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

13.08 Institute Meetings and Conventions

Subject to operational requirements, NAV CANADA shall grant leave without pay to a reasonable number of employees to attend meetings and conventions provided for in the constitution and by-laws of the Institute.

13.09 Employee Representatives' Training Courses

- (a) Where operational requirements permit, NAV CANADA will grant leave without pay to employee representatives employed by NAV CANADA to undertake training sponsored by the Institute related to the duties of a Steward.
- (b) Where operational requirements permit, NAV CANADA will grant leave with pay to employee representatives employed by NAV CANADA to attend training sessions concerning Employer-employee relations sponsored by NAV CANADA.

13.10 Elected Institute Officials

- (a) With reasonable notice from the employee in writing that he or she has been elected to serve as a full-time elected Institute official, NAV CANADA will grant leave to the employee for the term of the appointment.
- (b) This period of leave will count as continuous service for purposes of calculating seniority, severance pay, vacation leave and pay increments granted in the interim.
- (c) Upon termination of his or her position with the Institute, the employee shall be entitled to resume employment with NAV CANADA at the salary he or she was paid at the time of leaving plus any increases granted in the interim.

13.11 An employee granted leave without pay under this Article, shall continue to receive his or her regular salary for the period of leave granted, subject to the Institute reimbursing NAV CANADA for all associated costs.

13.12 Determination of Leave Status

Where the status of leave requested (i.e. with or without pay) cannot be determined until an arbitrator has rendered a decision, leave without pay will be granted pending final determination of the appropriate leave status.

ARTICLE 14

STRIKES AND LOCKOUTS

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

ARTICLE 15

PUBLICATIONS AND AUTHORSHIP

- 15.01 NAV CANADA will make all reasonable efforts to ensure that employees have ready access to all publications and information considered necessary to their work by NAV CANADA.
- 15.02 NAV CANADA agrees that original articles, professional and technical papers prepared by an employee, within the scope of his or her employment, will be retained on appropriate Company files for the normal life of such files. NAV CANADA will not unreasonably withhold permission for the publication of original articles professional and technical papers in professional media. At NAV CANADA's discretion, recognition of authorship will be given where practicable in Company publications.
- 15.03 When an employee acts as a sole or joint author or editor of an original publication his or her authorship or editorship shall normally be shown on the title page of such publication.

ARTICLE 16

PENSION PLAN

16.01 Employees covered by this Collective Agreement are entitled to the benefits of the NAV CANADA Pension Plan.

ARTICLE 17

JOINT CONSULTATION

- 17.01 The parties acknowledge the mutual benefits to be derived from joint consultation and agree to consult on matters of common interest.
- 17.02 The subjects that may be determined as appropriate for joint consultation will be by mutual agreement between the parties and may include consultation regarding career development. Consultation may be at the national, regional, or local level as determined by the parties.
- 17.03 NAV CANADA agrees to consult with the Institute at an appropriate level before implementing changes in any terms and conditions of employment not governed by this agreement which affect a majority of employees in the bargaining unit. In the case of an emergency where there may be a requirement to implement changes without consultation, NAV CANADA agrees to provide timely notification to the Institute of such changes.

17.04 **Joint Consultation Committee Meetings**

Joint Consultation Committees shall be composed of mutually agreed numbers of employees and NAV CANADA representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on NAV CANADA premises during working hours.

- 17.05 Employees forming the continuing membership on Consultation Committees shall be protected against any loss of pay by reason of attendance of such meetings with management, including pay for reasonable travel time where applicable.
- 17.06 Joint Consultation Committees are prohibited from agreeing to items which would alter any provision of the Collective Agreement.

ARTICLE 18

GRIEVANCE AND ARBITRATION PROCEDURE

18.01 Definition of Grievance

A grievance shall be defined as any dispute between NAV CANADA and the Institute (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.

18.02 Definition of Days

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

18.03 Disclosure of Information

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

18.04 Institute Representation

An employee shall be advised that they are entitled to have an authorized employee representative accompany the employee during any meeting falling under this Article.

18.05 Dispute Resolution

Complaint Stage

Before presenting a grievance through their authorized employee representative, the employee or the employee representative shall meet with the employee's authorized management representative to discuss and attempt to resolve the complaint. While in discussion, the time limits for submission of the grievance shall be extended by the equivalent number of days (i.e. the period between the initial discussion and the final response to the complaint).

Step 1

- (a) Failing a mutually agreed upon resolution of the issue being reached at the complaint stage, within thirty (30) days of the incident giving rise to the grievance or from the date when the employee ought to have been aware of the incident giving rise to the grievance, the authorized employee 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 normally be in the form approved by the parties.
- (c) NAV CANADA's authorized management representative shall discuss and attempt to resolve the grievance with the authorized employee representative, render a written response to the grievance and provide a copy to the employee concerned and to the authorized employee 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 employee 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 Director of Labour Relations or authorized designate.
- (b) The Director of Labour Relations or authorized designate shall discuss and attempt to resolve the grievance with the authorized employee representative, render a written response to the grievance and provide a copy to the employee concerned and the authorized employee 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 Director of Labour Relations, the authorized designate or the authorized employee representative, by registered mail of its intention to refer the dispute to Arbitration.

18.06 Abbreviated Procedure

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

18.07 Extension of Time Limits

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

18.08 Time Off Work to Discuss Complaints and Grievances

- (a) No employee or employee representative employed by NAV CANADA 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 Programs.
- (c) When a discussion or meeting on a complaint or grievance takes place during the employee's normal working hours in the employee's headquarters area 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 headquarters area, 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 employee representative employed by NAV CANADA, the authorized employee representative employed by NAV CANADA 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 employee representative employed by NAV CANADA shall not be entitled to be paid unless the meeting is originated by NAV CANADA.

- (e) Employees and authorized employee representatives employed by NAV CANADA 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 authorised employee representative employed by NAV CANADA, the time spent by the employee or authorised employee representative employed by NAV CANADA shall be considered as time worked for the purposes of this Collective Agreement.

18.09 Notification of Authorized Employee Representatives

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

This information shall be communicated to employees by means of notices posted by NAV CANADA in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between NAV CANADA and the Institute.

18.10 Permission to Enter Premises or Offices

An authorized employee 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.

18.11 Arbitration Procedure

18.11.1 *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.

18.11.2 *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.

18.11.3 *List of Arbitrators*

The parties will agree to a list of arbitrators (see Appendix D) for the Ontario and Pacific/Western geographical areas 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.

Grievances in workplaces outside of the Ontario and Pacific/Western areas shall be referred to an arbitrator (sitting as a sole arbitrator or as a Chair of the Arbitration Board) to be mutually agreed upon by the parties.

18.11.4 *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*.

18.11.5 *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.

18.11.6 *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.

18.11.7 *Witnesses*

- (a) An employee who is requested by NAV CANADA to appear as a witness before an arbitrator or arbitration board, will be granted leave with pay to attend the hearing and appear as a witness if called.
- (b) Where operational requirements permit, NAV CANADA will grant leave without pay to an employee called as a witness by an employee of the Institute.

18.11.8 *Location of Arbitration Hearing*

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

18.11.9 *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.

18.11.10 *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.

18.11.11 *Cost of Arbitration*

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

ARTICLE 19

NAV CANADA JOINT COUNCIL AGREEMENTS

19.01 Programs

The following agreements as amended from time to time, made in accordance with the terms of the NAV CANADA Joint Council By-laws (as amended from time to time) endorsed by the parties to this Agreement after November 1, 1996, shall form part of this Collective Agreement.

1. Bilingualism Bonus Program
2. Commuting Assistance Program
3. Isolated Posts / Living Accommodation Charges Program
4. Memorandum of Understanding on Definition of Spouse
5. Relocation Program
6. Travel Program
7. Occupational Safety and Health
 - (i) Boiler and Pressure Vessels Program
 - (ii) Clothing and Personal Protective Equipment Program
 - (iii) Committees and Representatives Program
 - (iv) Hazardous Substances Program
 - (v) Electrical Program
 - (vi) Temporary Work Structures and Excavations Program
 - (vii) Elevating Devices Program
 - (viii) First Aid Safety and Health Program
 - (ix) Hazardous Confined Spaces Program
 - (x) Material Handling Program
 - (xi) Motor Vehicle Operations Program
 - (xii) Noise Control and Hearing Conservation Program
 - (xiii) Pesticides Program
 - (xiv) Refusal to Work Program
 - (xv) Sanitation Program
 - (xvi) Tools and Machinery Program

(xvii) Building Safety Program

Other NCJC agreements subsequently agreed to in the NCJC process shall also form part of this Collective Agreement.

19.02 The following plans, as presently administered, including any new or amended plan(s), shall also form part of this Collective Agreement:

1. Basic Life Insurance
2. Long Term Disability Insurance
3. Supplementary Health Care
4. Dental Care
5. Comprehensive Health Care
6. Business Travel Accidental Death & Dismemberment Insurance Plan

19.03 **Grievances**

Grievances with respect to the above articles will be determined in accordance with the NAV CANADA Joint Council By-laws.

ARTICLE 20

EMPLOYEE PERFORMANCE ASSESSMENT

20.01 For the purpose of this article:

- (a) a formal assessment of an employee's performance means any written assessment by any supervisor of how well the employee has performed his or her assigned tasks during a specified period in the past;
- (b) a formal assessment of an employee's potential means any written assessment by a supervisor of how the employee can be expected to perform in a position higher than that held by the employee. An assessment of an employee's potential shall only be made at the request of an employee.

20.02 A formal assessment of an employee's performance or an assessment of potential of an employee shall be recorded on a form prescribed by NAV CANADA for this purpose.

The recommended training and coaching activities shall form part of the employee's performance assessment.

20.03 An assessment of an employee's performance for not meeting NAV CANADA requirements shall not refer to any sub-standard performance which was not brought to the attention of the employee at the time or within a reasonable time thereafter, and which the employee was not given a chance to rectify.

20.04 On written request, an employee shall be provided with an assessment of his or her performance or of his or her potential. NAV CANADA may elect to respond to requests for assessment of performance or potential no more than once per year per employee.

20.05 Prior to the period of the employee's assessment, the employee shall meet with the appraising supervisor in order to define the employee's roles and responsibilities and establish the objectives that the employee is expected to meet during the term of the assessment.

20.06 When a formal assessment of an employee's performance or an employee's potential is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. An employee's signature on his or her assessment form shall be considered to be an indication only that its contents have been read. An employee's signature on his or her assessment form shall not indicate his or her concurrence with the statements contained therein.

- 20.07 A copy of the employee's signed assessment form shall be provided to him or her at the time of signing.
- 20.08 Where in accordance with 20.04 above, the employer determines that an employee is not meeting NAV CANADA requirements, the employee and his or her manager shall meet within a reasonable time of the assessment to develop an action plan to resolve the employee's performance deficiency. This action plan may include the provision of training, if necessary.
- 20.09 The NAV CANADA representative(s) who assesses 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.
- 20.10 When an employee disagrees with his or her assessment he or she shall have the right to present written counter arguments to the supervisor responsible for the appraisal. A copy of these counter arguments shall be attached to the assessment and the assessment form annotated that this attachment exists.
- 20.11 When an employee feels that the assessment of his or her performance is inaccurate, the employee shall refer his or her complaint to a complaint resolution process mutually agreed to between the employee representative and an authorized management representative.
- 20.12 Upon completion of the complaint resolution process referred to in 20.11 above, should the problem remain unsolved, the employee shall have the right to grieve his or her assessment. Such grievances shall be filed within thirty (30) days of the completion of the complaint resolution process at Step One of the Grievance and Arbitration Procedure, outlined in Article 18 of this Agreement.
- 20.13 An employee performance assessment shall not be used as part of the staffing process.

ARTICLE 21

DISCIPLINE

- 21.01 No employee shall be disciplined or discharged except for just cause.
- 21.02 When an employee is required to attend a meeting, the purpose of which concerns possible disciplinary action against the employee, or to discuss performance issues which may lead to disciplinary action or discharge, the employee shall be advised that he or she is entitled to have at his or her option, an employee representative accompany the employee to the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting. However, unless otherwise agreed, the meeting may be delayed for no more than one (1) working day from the date of notification to the employee because of the unavailability of an employee representative.
- 21.03 When an employee is to be suspended or discharged from duty, NAV CANADA shall notify the employee in writing of the reasons for that suspension or discharge. In any subsequent procedures arising as a result of this discipline, including any subsequent grievance or arbitration procedures, NAV CANADA shall be limited to the grounds for suspension or dismissal contained in this notification. The employee shall be provided with a copy of any document or written statement related to the disciplinary action placed on any NAV CANADA file for this employee.
- 21.04 NAV CANADA agrees not to introduce as evidence in a hearing related to disciplinary action, any evidence concerning the conduct of an employee unless that employee has been provided with the evidence no less than two (2) working days prior to the date of the hearing. .
- 21.05 Any document or written statement related to disciplinary action which may have been placed on any NAV CANADA file of an employee shall be removed and destroyed after two (2) years has elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period. The Employer shall inform the employee in writing of the destruction of any document or written statement related to disciplinary action.
- 21.06 The NAV CANADA Code of Business Conduct will not be interpreted as restricting an employee from exercising his or her obligations flowing from the ethical standards of the professional body to which the employee belongs.
- 21.07 NAV CANADA agrees to make available to each employee covered by this agreement the NAV CANADA Code of Business Conduct and any subsequent amendments made thereto.

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

ARTICLE 22

ACCESS TO FILES

22.01 Upon written request, an employee shall have access to his or her personnel file(s) during normal business hours.

ARTICLE 23

NO DISCRIMINATION

- 23.01 There shall be no discrimination, interference, restriction, coercion, , practised with respect to an employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, conviction for which a pardon has been granted, or union affiliation.
- 23.02 Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- 23.03 Grievances arising from 23.01 above shall be the subject of an alternate dispute resolution (ADR) process when mutually agreed to by the parties. Grievance time-limits shall not commence until the ADR process has been completed. The ADR process shall not result in any unreasonable delay.
- 23.04 A grievance arising from the application of the NAV CANADA Harassment Policy and Alternate Dispute Resolution Policy (ADR) may be presented under Article 18 of the collective agreement.

ARTICLE 24

NO HARASSMENT

- 24.01 The Institute and NAV CANADA recognize the right of employees to work in an environment free from sexual harassment, personal harassment and intimidation, including abuse of authority, abusive behaviour or violence, and agree that such forms of harassment will not be tolerated in the workplace.
- 24.02 Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- 24.03 Grievances arising from 24.01 above shall be the subject of an alternate dispute resolution (ADR) process when mutually agreed to by the parties. Once alternate dispute resolution mechanisms are agreed to by the parties, the grievance will be held in abeyance pending the results of the ADR process. Furthermore, employees are precluded from other avenues of redress, save and except legislative procedures, until the ADR process has concluded. The ADR process shall not result in any unreasonable delay.
- 24.04 A grievance arising from the application of the NAV CANADA Harassment Policy and Alternate Dispute Resolution Policy (ADR) may be presented under Article 18 of the collective agreement.

ARTICLE 25
LEAVE GENERAL

- 25.01 An employee is entitled, once in each leave year, to be informed upon request, of the balance of his or her vacation leave credits.
- 25.02 The amount of leave with pay earned but unused credited to an employee by NAV CANADA at the time when this Agreement is ratified, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.
- 25.03 An employee is not entitled to leave with pay during periods he or she is on leave without pay, or under suspension.
- 25.04 In the event of termination of employment for reasons other than death, NAV CANADA shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee.
- 25.05 An employee shall not earn leave credits under this Collective Agreement in any month for which leave has already been credited to him or her under the terms of any other collective agreement to which NAV CANADA is a party.

ARTICLE 26

GENERAL HOLIDAYS

26.01 Subject to clause 26.02, the following days shall be paid holidays for employees:

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

26.02 An employee who does not work on a general holiday shall not be entitled to be paid for that holiday if he or she did not receive pay for at least fifteen (15) of the thirty (30) days preceding that holiday.

26.03 When a day designated as a holiday under clause 26.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

When two (2) days designated as holidays under clause 26.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

26.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 26.03:

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

and

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

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

(a) time and one-half (1 ½) for all hours worked up to seven and one half (7 1/2) and two (2) times the straight time rate of pay for all hours worked on the holiday in excess of seven and one half (7 1/2), in addition to the pay that he or she would have been granted had he or she not worked on the general holiday.

or

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

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

and

(ii) pay at one and one-half (1 ½) times the straight-time rate of pay for all hours worked up to seven and one half (7 1/2) hours,

and

(iii) pay at two (2) times the straight-time rate of pay for all hours worked by the employee on the holiday in excess of seven and one half (7 1/2) hours.

This request shall not be unreasonably denied.

- (c) (i) Subject to operational requirements and adequate advance notice, NAV CANADA will grant lieu days at such times as the employee may request.
 - (ii) When, in a fiscal year, an employee has not been granted all of his or her lieu days as requested by the employee, such lieu days shall be paid off at the employee's straight-time rate of pay.
 - (iii) The straight-time rate of pay referred to in 26.05(c)(ii) shall be the rate in effect when the lieu day was earned.
- (d) when an employee works on a holiday contiguous to a second day of rest on which he or she also worked and received overtime, he or she shall be paid in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.

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

- (i) compensation in accordance with the provisions of clause 26.05;
- or
- (ii) three (3) hours' pay at the applicable overtime rate of pay.

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

ARTICLE 27

VACATIONS

- 27.01 It is agreed by the parties that it is both appropriate and desirable that each employee use his or her full vacation entitlement during the vacation year in which such vacation entitlement is earned.
- 27.02 The vacation year extends from April 1 to March 31.
- 27.03 The following shall apply to the scheduling of vacation leave:
- (a) Subject to the exceptions contained in this article, employees will take their vacation leave during the vacation year in which it is earned.
 - (b) Where leave cannot be used during the vacation year in which it is earned, the leave will be carried forward at the rate at which it was earned 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 the leave was earned.
 - (c) At any point, an employee may elect to be paid out, at the rate earned, for any or all leave carried forward from a previous vacation year, upon provision to NAV CANADA of thirty (30) days' notice.
- 27.04 An employee who has earned at least ten (10) days' pay for each calendar month of a vacation year shall earn vacation leave at the following rates:
- (a) one hundred and twelve and one half (112 1/2) 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 effective per vacation year if the employee has completed twenty eight (28) years of continuous employment.
- 27.05 In scheduling vacation leave with pay to an employee NAV CANADA shall, subject to operational requirements of the department, make every reasonable effort:
- (a) to grant the employee his or her vacation leave during the leave year in which it is earned, if so requested by the employee not later than June 1;
 - (b) to ensure that approval of an employee's request for vacation leave is not unreasonably denied;
 - (c) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of NAV CANADA or the other employees, according to the wishes of the employee.
- 27.06 An employee shall be entitled to a minimum of two (2) consecutive weeks of vacation in each vacation year.
- 27.07 An employee earns but is not entitled to receive vacation leave with pay during his or her first six (6) months of continuous employment. An employee who has completed six months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.
- 27.08 Where an employee dies or otherwise terminates his or her employment, the employee or the employee's estate shall be paid an amount equal to the earned but unused vacation leave.
- 27.09 When NAV CANADA cancels or alters a period of vacation leave which it has previously approved in writing, NAV CANADA shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as NAV CANADA may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to NAV CANADA.
- 27.10 Where during any period of vacation leave an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by NAV CANADA, that he or she incurs;

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

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

27.11 The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 27.09 to be reimbursed for reasonable expenses incurred by him or her.

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

For the purpose of this clause, family is defined as spouse, children (including children of spouse), ward, parents (including step-parents or foster parents), father-in-law, mother-in-law, grandparents, grandchildren, siblings, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step relatives or any relative permanently residing in the employee's household or with whom the employee permanently resides.

ARTICLE 28

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

28.01 Members of the Bargaining Unit hired after October 5, 1998 (including former SSEA members – see LOU No. 3-12 will receive sick leave benefits as per the NAV CANADA Disability Income Security Program.

- (a) Employees shall be entitled to authorized leave and to salary continuation in accordance with 28.01 for absences due to non-occupational illness or injury in accordance with the terms of this Article provided that the employee satisfies NAV CANADA of his or her inability to work in such manner and at such time as may be determined by NAV CANADA.
- (b) In the event that an employee is absent from work under this Article, salary continuation will be provided but not to exceed 130 days for any period of continuous absence. Absence is considered to be continuous if it is due to a recurrence of the same or related illness within any 30 day period. Income security benefits will be as follows:
 - (i) salary continuation will be at 100 percent of the employee's normal salary for up to 487.5 hours in any 12 month period and at 70 percent of the employee's normal salary thereafter;
 - (ii) for every day of absence, the level of salary (100% versus 70%) is determined based on the number of absences resulting from non-occupational illness or injury originating in the sliding 12 month period immediately preceding and including that date of absence.
 - (iii) in respect of extended periods of absence, during the first 487.5 hours of any period of continuous absence, salary continuation will be at 100 percent of the employee's normal salary, except that in no case shall an employee benefit from more than 487.5 hours of 100 percent salary continuation in aggregate in any 12 month period. In the event that the employee has benefited from 100 percent salary continuation within the past 12 months, salary continuation will be reduced to 70 percent of the employee's normal salary during this first 487.5 hours period so that the maximum of 487.5 hours at 100 percent in any 12 month period is not exceeded;
 - (iv) in respect of the second 487.5 hours period of continuous absence, salary continuation at 70 percent of normal salary will be provided by NAV CANADA;

- (v) if the period of continuous absence due to illness exceeds 975 hours, the employee will be eligible to apply for long term disability benefits under the NAV CANADA long term disability program.

28.02 Employees who are members of the Bargaining Unit employed on or prior to October 5, 1998 will benefit from the provisions of the Sick Leave program as follows:

(a) **Credits**

An employee shall earn sick leave credits at the rate of nine point three seven five (9.375) hours for each calendar month for which he or she receives pay for at least seventy-five (75.0) hours.

- (b) An employee entering the bargaining unit from another bargaining unit within NAV CANADA who has retained the right to accumulate his or her sick leave as described under Article 28.02(a) shall retain his or her accumulated or banked sick leave. This employee must elect to either receive sick leave benefits as per the NAV CANADA Disability Income Security Program described under Article 28.01 or continue accumulating their sick leave, if hired on or prior to October 5th, 1998, as per Article 28.02(a). An employee shall access sick leave credits to provide income replacement until all sick leave credits are exhausted, however, sick leave credit usage is deemed to run concurrently with benefit entitlements under the Disability Income Security Program.

28.03 **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.

28.04 Unless the employee is otherwise informed by NAV CANADA, a statement signed by him or her 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 sub-clause 28.03 (a).

28.05 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.

28.06 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.

28.07 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 28.03, sick leave with pay may, at the discretion of NAV CANADA, be granted:

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

or

(b) for a period of up to one hundred and twelve point five (112.5) hours 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.

28.08 NAV CANADA may for good and sufficient reason advance sick leave credits to an employee when a previous advance has not been fully reimbursed.

28.09 The Employer and Union acknowledge their mutual duty to accommodate employees who may be temporarily or permanently unable to perform their regular duties as a result of injuries or illness. The employees shall co-operate in such situations.

ARTICLE 29

CAREER DEVELOPMENT

29.01 General

The parties recognize that in order to maintain and enhance professional expertise, employees, from time to time, need to have an opportunity to attend or participate in career development activities described in this Article.

29.02 Career Development Leave with Pay

- (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 or program offered by a recognized academic institution.
 - (ii) A course or program offered by a recognized association or body.
- (b) Upon written application by the employee, and with the approval of NAV CANADA, career development leave with pay may be given for any one of the activities described in 29.02 (a) above. The employee shall receive no compensation under the Overtime and Travel provisions of this Agreement for time spent on career development provided for under this Article.
- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which NAV CANADA deems appropriate.

29.03 Attendance at Conferences and Conventions

- (a) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- (b) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions which are related to his or her field of specialization, subject to operational requirements.

- (c) NAV CANADA may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- (d) An employee who attends a conference or convention at the request of NAV CANADA to represent the interests of NAV CANADA shall be deemed to be on duty and, as required, in travel status. NAV CANADA shall pay the registration fees of the convention or conference the employee is required to attend.
- (e) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his or her field of specialization, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his or her payment of convention or conference registration fees and reasonable travel expenses.
- (f) An employee shall not be entitled to any compensation under Article 34 (Overtime) and 35 (Travelling Time) in respect of hours he or she is in attendance at or travelling to or from a conference or convention under the provisions of this clause, except as provided by paragraph (d).

29.04 Professional Development

- (a) The parties to this Agreement share a desire to improve professional standards by giving the employees the opportunity on occasion:
 - (i) to participate in workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields,
 - (ii) to conduct research or perform work related to their normal research programs in institutions or locations other than those of NAV CANADA,
 - (iii) to carry out research in the employee's field of specialization not specifically related to his or her assigned work projects when in the opinion of NAV CANADA such research is needed to enable the employee to fill his or her present role more adequately.
- (b) Subject to NAV CANADA's approval an employee shall receive leave with pay in order to participate in the activities described in 29.04(a).
- (c) An employee may apply at any time for professional development under this clause, and NAV CANADA may select an employee at any time for such professional development.

- (d) When an employee is selected by NAV CANADA for professional development under this clause NAV CANADA will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- (e) An employee selected for professional development under this clause shall continue to receive his or her normal compensation including any increase for which he or she may become eligible. The employee shall not be entitled to any compensation under Articles 34 (Overtime) and 35 (Travelling Time) while on professional development under this clause.
- (f) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as NAV CANADA deems appropriate.

29.05 The parties to this Collective Agreement acknowledge the mutual benefits to be derived from consultation on Career Development. To this effect, NAV CANADA, upon request, will consult with the Institute as prescribed in Article 17, Joint Consultation.

29.06 Examination Leave With Pay

Leave with pay may be granted to an employee for the purpose of writing an examination which will require the employee's absence during his or her normal hours of work. Such leave will be granted only 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.

29.07 Training

- (a) When NAV CANADA determines that an employee requires new skills or knowledge, including language training, in order to perform the duties of his or her primary assignment and/or new or broadened duties within an existing position or a new position, NAV CANADA will make every reasonable effort to provide the necessary training at no cost to employee(s) who request it. Where the writing of certification examinations forms part of the approved training, NAV CANADA will reimburse the costs of writing these examinations upon presentation by the employee of proof of success.
- (b) When NAV CANADA identifies that the replacement of systems will impact on employees including possible surplus status, 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.

ARTICLE 30

OTHER LEAVE WITH OR WITHOUT PAY

30.01 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 thirty-seven and one half (37 1/2) hours 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.

30.02 Bereavement Leave With Pay

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

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

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 (or any part of) provided for in this Article to such alternate time(s).
- (e) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, NAV CANADA may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clause 30.02 (a) and (b).

30.03 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 eighteen (18) weeks after the termination date of pregnancy, subject to the Parental Leave Without Pay clause, 30.06(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 eighteen (18) weeks after the date of childbirth by a period equal to the period during which the child is hospitalized.
 - (b) In any case described in subsection (i)(a) above where the employee has proceeded on maternity leave without pay and then returns to work during all or part of the period during which her newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization is over and remain on maternity leave without pay to the extent provided for in subsection (i)(a).
 - (c) The extension described in subsection (i)(a) or (b) shall end no later than fifty-two (52) weeks after the termination date of pregnancy.
- (ii) At its discretion, NAV CANADA may require an employee to submit a medical certificate certifying pregnancy.

- (iii) An employee who has not commenced maternity leave without pay may elect to:
 - (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,

and/or
 - (b) claim benefits under Article 28 (Disability Income Security in the Event of Non-Occupational Illness or Injury) up to and beyond the date that her pregnancy terminates. For purposes of this clause, illness or injury as defined in Article 28 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) Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

30.04 Maternity Allowance

- (A) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in section (B) provided that she:
 - (1) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay;
 - (2) provides NAV CANADA with proof that she has applied for and is in receipt of maternity benefits pursuant to the Employment Insurance Act or the Quebec Parental Insurance Plan in respect of insurable employment with NAV CANADA;

and

- (3) has signed an agreement with NAV CANADA stating that:
 - (a) she will return to work on the expiry date of her maternity leave without pay unless this date is modified with NAV CANADA's consent;
 - (b) within eighteen (18) months following her return from maternity leave without pay, she will work an amount of hours paid at straight-time calculated by multiplying the number of hours in the work week on which her maternity allowance was calculated by the number of weeks of maternity leave taken;
 - (c) should the employee fail to return to work as per the provisions of sub sections 30.04 (A) (3) (a) and (b) for reasons other than death or lay-off, the employee recognises that she is indebted to NAV CANADA for the amount received as a maternity allowance, proportionate to the amount of hours not worked in relation to the hours to be worked as specified in sub-section 30.04 (A)(3)(b) above.
 - (d) At the employee's request, the payment referred to in clause 30.04 (B) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or the Quebec Parental Insurance Plan maternity benefits.

- (B) In respect of the period of maternity leave, maternity leave allowance payments made according to the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two-week waiting period less any other monies earned during this period; and/or
 - (ii) up to a maximum of eighteen (18) weeks, payment equivalent to the difference between the benefits which the employee is eligible to receive pursuant to the Employment Insurance or the Quebec Parental Insurance Plan 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 maternity benefits to which the employee would have been eligible if no extra monies had been earned during this period.

- (iii) (a) for a full-time employee the weekly rate of pay referred to in clause 30.04(B)(i) and (ii) shall be the weekly rate of pay, to which she is entitled, on the day immediately preceding the commencement of the maternity leave.
- (b) for a part-time employee the weekly rate of pay referred to in clause 30.04(B)(i) and (ii) shall be the full-time weekly rate of pay for the classification multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6) month period of continuous employment by the regularly scheduled full-time hours of work for the employee's assignment on the day immediately preceding the commencement of the maternity leave.
- (iv) where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under clause 30.04(B)(i) or (ii) shall be adjusted accordingly.
- (v) Notwithstanding paragraph 30.04(B)(iv) and subject to subparagraph 30.04(b)(iii)(b), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least six (6) months, the weekly rate shall be the rate she was being paid on that day.
- (C) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

30.05 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in sub-section 30.04 (A)(2) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long Term Disability (LTD) Insurance or a similar plan prevents her from receiving EI maternity benefits;
 - and
 - (ii) has satisfied all of the other eligibility criteria specified in section 30.04 (A)(1);

shall be paid, in respect of each week of maternity allowances not received for the reason described in sub section 30.05 (a)(i) the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefits under the DI Plan, or a similar plan.

- (b) An employee shall be paid an allowance under this clause and under clause 30.04 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits pursuant to the *EI Act* had she not been disqualified from EI maternity benefits for the reasons described in sub-section 30.05 (a)(i) above.

30.06 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 of his or her child (including the child of his or her spouse), or as soon as the application for adoption has been approved by the adoption agency.
- (b) An employee may request parental leave without pay of up to thirty-seven (37) weeks at least four (4) weeks prior to the expected date of childbirth or at least four (4) weeks prior to the acceptance of the custody of a child (including the child of his or her spouse) below the age of majority and, subject to sections (c) of this clause, shall be granted parental leave without pay for a period beginning on the date of childbirth or acceptance of custody (or at a later date requested by the employee) and ending not later than fifty-two (52) weeks after the date of childbirth or after the date of custody.
- (c) NAV CANADA may:
 - (i) defer the commencement of parental or adoption leave without pay at the request of an employee;
 - (ii) grant the employee parental leave with less than four (4) weeks notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (d) Parental leave without pay used by an employee-couple in conjunction with the birth or adoption 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 “continuous employment” for the purpose of calculating severance pay and ‘service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

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

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

- (a) An employee shall notify NAV CANADA in writing as far in advance as possible but not less than six (6) weeks in advance of the commencement date of such leave, unless:
 - (i) the leave is for a period of more than six (6) months, in which case the employee shall provide twelve (12) weeks’ notification; or
 - (ii) because of an urgent or unforeseeable circumstance such notice cannot be given.
- (b) Leave granted under this clause shall be for a minimum period of six (6) consecutive weeks;
- (c) The total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in NAV CANADA, and in the case of designated employees during an employee’s total period of service in the Public service and with NAV CANADA;
- (d) Leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of entitlement for the purposes of severance pay and vacation leave;
- (e) Time spent on such leave shall not be counted for pay increment purposes.

30.08 Leave With Pay for Personal and Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse, children (including children of spouse), ward, parents (including step-parents or foster parents) father-in-law, mother-in-law, grandparents, grandchildren, siblings, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-relatives or any relative permanently residing in the employee’s household or with whom the employee permanently resides.
- (b) NAV CANADA shall grant leave with pay under the following circumstances:

- (i) for a medical or dental appointment to accompany a family member when the family member is incapable of attending the appointment by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for family members to minimize 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) to provide for the temporary care of a sick member of the employee's family and to provide an employee time to make alternate care arrangements where the illness is of a longer duration;
 - (iii) for needs directly related to the birth or to the adoption of the employee's child. .
 - (iv) for the employee in order to attend personal medical, dental or legal appointments.
- (c) The total leave with pay which may be granted under sub-clauses (b)(i), (ii), (iii), and (iv) shall not exceed five (5) days in a leave year.
 - (d) The employee shall demonstrate the need for such leave in such manner as may be reasonably determined by NAV CANADA.

30.09 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 or she is not a party in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury,
 - (ii) before a court, judge, justice, magistrate or coroner,

- (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
- (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
- (v) before any other person, body of persons or tribunal (other than a grievance arbitrator or the Canada Industrial Relations Board), empowered by law to make an inquiry and to compel the attendance of witnesses before it.

30.10 Injury on Duty Leave

Subject to clause 30.11, 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:

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

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

30.12 Personnel Selection Leave

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

the employee to travel to and from the place where his or her presence is so required.

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 fiscal year, the unused portion will be paid off at the employee's straight-time rate in effect at that time.

30.13 Leave With or Without Pay for Other Reasons

At its discretion NAV CANADA may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty. Such leave shall not be unreasonably withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement;
- (c) leave under the Self-Funded Leave Plan;
- (d) leave with or without pay for the purpose of pursuing a post-secondary education

30.14 Leave Without Pay for Relocation of Spouse

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

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

30.15 Leave Without Pay For Family-Related Needs

Subject to the family status provision contained within Article 23.01 leave without pay will be granted for family related needs, in the following manner:

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

ARTICLE 31

PAY ADMINISTRATION

- 31.01 Employees will be paid by direct deposit. Upon the written request of the employee, NAV CANADA will deposit a fixed portion of pay (either percentage or fixed dollar value) into a second account.
- 31.02 Where a pay increment and a pay revision are effected on the same date, the pay increment will be applied first and the resulting rate will be revised in accordance with the pay revision.
- 31.03 When an employee is assigned by NAV CANADA to substantially perform the duties of a higher classification level and performs those duties for at least thirty (30) hours, the employee will be paid at the higher rate for the duration of the assignment.
- 31.04 (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. The date shall become the employee's new increment date.
- 31.05 When an employee, through no fault of their own, has been overpaid, NAV CANADA will, before recovery action is implemented, advise the employee of its intention to recover the overpayment. Where the amount of overpayment is in excess of fifty dollars (\$50.00), and where the employee demonstrates that the stated recovery action will create a hardship, arrangements will be made to limit recovery action to no more than ten percent (10%) of the employee's pay each pay period until the entire amount is recovered.

31.06 The compensation changes agreed to during the negotiations and set forth in Appendix "A" shall become effective as follows:

- May 1, 2011 at the rate of 2.75%
- May 1, 2012 at the rate of 2.75%

ARTICLE 32

HOURS OF WORK

- 32.01 The normal work week shall be thirty-seven and one half (37 1/2) hours and the normal daily hours of work shall be seven and one half (7 1/2) hours, exclusive of a meal period.
- 32.02 Subject to the provisions of paragraph 32.06 the normal work day will be 06:00 to 20:00 local time, and the normal work week will be Monday to Friday inclusive.
- 32.03 Where operational requirements permit, an employee shall be granted at least two (2) consecutive days of rest during each seven (7) day period.
- 32.04 Employees will submit monthly attendance registers that will indicate days of absence and hours of overtime worked.

32.05 **Variable Work Week**

Notwithstanding the provisions of this Article, upon the request of an employee and with the concurrence of NAV CANADA, an employee may complete his or her weekly hours of work 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 thirty-seven and one half (37 1/2) hours per week. As part of the provisions of this clause, attendance reporting shall be a requirement and shall be in a manner determined by NAV CANADA. In every twenty-eight (28) day period such an employee shall be granted days off which are not considered as days of rest for the purposes of this Agreement.

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

32.06 **Flexible Daily Hours**

Upon the request of an employee and the concurrence of NAV CANADA, an employee may work flexible hours on a daily basis so long as the daily hours amount to seven and one half (7 1/2).

ARTICLE 33

TELEWORK

- 33.01 Approval for a Telework arrangement shall be on a case by case basis and in consideration of the nature of the work provided by the employee. It is conceded that due to the nature of the work performed by some of the employees covered by this agreement that such an arrangement may not be possible.
- 33.02 An employee in a Telework arrangement primarily performs assigned duties in an alternate location separate and distinct from an official workplace of NAV CANADA.
- 33.03 In order that they are mutually understood, the terms and conditions of a Telework arrangement shall be agreed in writing by NAV CANADA, the employee and the Institute.
- 33.04 No employee shall be required to participate in a Telework arrangement without their consent.
- 33.05 All terms and conditions of a Telework arrangement shall be consistent with the provisions of the Collective Agreement.
- 33.06 On provision of thirty (30) working days' notice in writing, either party shall have the right to terminate a Telework arrangement.
- 33.07 NAV CANADA will endeavour to provide an employee under a Telework arrangement with access to the information that is posted on NAV CANADA's electronic bulletin board (Intranet) and access to NAV CANADA's electronic mail system.
- 33.08 On an exception basis and where operational requirements permit, an employee may be granted permission to work on an ad hoc basis at an alternate location separate and distinct from an official workplace of NAV CANADA.

ARTICLE 34

OVERTIME, CALL BACK AND STANDBY

34.01 An employee who is required to work overtime shall be compensated on the following basis:

- (a) On his or her normal work day, at the rate of time and one-half (1 ½) for each hour of overtime worked;
- (b) Time and one-half (1 ½) for each hour worked on the first day of rest and double time (2) for each hour worked on the second or subsequent day of rest.

34.02 All calculations for overtime compensation shall be based on each completed period of fifteen (15) minutes of overtime worked by the employee.

34.03 Except in cases of emergency, call back, or mutual agreement, NAV CANADA shall, wherever possible, give at least twelve (12) hours' notice of any requirement for the performance of overtime.

34.04 Whenever possible compensation for overtime, call back and standby shall be paid through the payroll system by direct deposit within two (2) months from when the extra duty report is received by management for processing except where, upon mutual agreement between the employee and NAV CANADA, overtime, call back and standby may be compensated in compensatory leave with pay. The extra duty report should be submitted by the employee within one (1) month of the pay period in which the overtime, call back and/or standby pay was earned.

NAV CANADA shall grant compensatory time off at times convenient to both the employee and NAV CANADA.

Compensatory leave with pay under this Article not used or scheduled by March 31st of each year will be paid for at the employee's rate of pay in effect at the time it was earned. The leave scheduled to be used after March 31st will be paid out if not used by August 31st.

34.05 **Standby**

- (a) A standby duty roster and schedule may be established at locations when, in the opinion of NAV CANADA, it is warranted by operating conditions.

- (b) An employee designated for standby duty shall be available during his or her period of standby duty at a known telephone number and be able to report for duty as quickly as possible if called.
- (c) An employee on standby duty shall be compensated at the rate of one-half (1/2) hour for each four (4) hour period or portion thereof for which he or she has been designated as being on standby duty. No compensation shall be granted for the total period of standby duty if the employee is unable to report for duty when required.
- (d) An employee on standby who is called in to work and who returns to the workplace shall be entitled to the greater of:
 - (i) compensation equivalent to three (3) hours' pay at the applicable rate for overtime; except that this minimum shall only apply once during a single period of eight (8) hours.
 - (ii) compensation at the applicable rate for his or her overtime worked.and shall receive credit under this clause for the full four (4) hour period of standby duty in which he or she is called out.
- (e) An employee receiving calls from his or her manager or a person delegated by his or her manager concerning urgent operational matters requiring them to work will be compensated by one and one-half (1 ½) hours' pay at the straight time rate. Where a call or the work exceeds one hour, he or she shall be entitled to the compensation applicable under clause 34.06(a).
- (f) Travel time spent by the employee called back to work or returning to his or her residence shall not constitute time worked.
- (g) NAV CANADA agrees that in areas and in circumstances where electronic paging devices are both practicable and efficient, they will be provided without cost to those employees on standby duty.

Call Back

- 34.06 (a) When an employee, after having completed his or her normal daily hours of work, has left his or her place of work and prior to reporting for his or her next regular scheduled work period, is called back to work and returns to the workplace for a period of non-contiguous overtime he or she shall be entitled to the greater of:
- (i) compensation equivalent to three (3) hours' pay at the applicable rate for overtime

or

- (ii) compensation at the applicable rate for overtime worked.
- (b) Travel time spent by the employee called back to work or returning to his or her residence shall not constitute time worked.
- (c) An employee receiving calls at home from his or her supervisor or a person delegated by his or her supervisor concerning urgent operational matters requiring them to work at home will be compensated by one and one-half (1 ½) hours' pay at the straight time rate. Where a call or the work at home exceeds one hour, he or she shall be entitled to the compensation applicable under clause 34.06(a).

34.07 Meal Allowance

- (a) An employee who works three (3) or more hours of overtime:
 - (i) immediately before his or her scheduled hours of work and who has not been previously notified of the requirement prior to the end of his or her last scheduled work period,

or

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

shall be reimbursed his or her expenses for one meal at a rate equivalent to the lunch allowance provided under the NCJC Travel Programs except where free meals are provided. Reasonable time with pay, to be determined by NAV CANADA, shall be allowed the employee in order that he or she may take a meal break either at or adjacent to his or her place of work.

- (b) When an employee works continuous overtime extending four (4) hours or more beyond the period provided above, he or she shall be reimbursed for one additional meal at a rate equivalent to the lunch allowance provided under the NCJC Travel Programs except where free meals are provided.

Reasonable time with pay, to be determined by NAV CANADA, shall be allowed the employee in order that he or she may take a meal break either at or adjacent to his or her place of work.

- (c) The above provisions shall not apply to an employee who is entitled to claim reimbursement for the same meals for any other reason, such as

being on travel status, in order to avoid double payment for the same meals.

34.08 Transportation Expenses

When an employee is required to work non-contiguous overtime (including call-back) and is required to use his or her own vehicle, the employee's entitlement to transportation costs will be as provided in the NCJC Travel Programs.

34.09 Equitable Allocation of Overtime

Subject to the operational requirements of the service, the Employer shall make every reasonable effort to allocate overtime on an equitable basis among readily available qualified employees.

ARTICLE 35

TRAVELLING TIME

- 35.01 For the purposes of this Agreement travelling time is compensated for only in the circumstances and to the extent provided for in this Article.
- 35.02 When an employee is required to travel outside his or her work location on NAV CANADA business, as these expressions are defined by NAV CANADA, the time of departure and the means of such travel shall be determined by NAV CANADA and the employee will be compensated for travel time in accordance with clauses 35.03 and 35.04. Travelling time shall include time necessarily spent at each stop-over en route up to a maximum of three (3) hours provided that such stop-over does not include an overnight stay.
- 35.03 For the purposes of clauses 35.02 and 35.04, the travelling time for which an employee shall be compensated is as follows:
- (a) Departure:
 - (i) time spent travelling to the point of departure to a maximum of one (1) hour;
 - (ii) where necessary, actual time required at point of departure and point of arrival;
 - (iii) the time spent enroute, departure to arrival;
 - (iv) actual travel time spent travelling to final destination.
 - (b) Return:
 - (i) actual travel time spent travelling to point of departure;
 - (ii) where necessary, actual time required at point of departure and point of arrival;
 - (iii) the time spent enroute, departure to arrival;
 - (iv) time spent travelling from arrival point to final destination to a maximum of one (1) hour.

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

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

- (a) On a normal working day on which he or she travels but does not work, the employee shall receive his or her regular pay for the day.
- (b) On a normal working day on which he or she travels and works, the employee shall be paid:
 - (i) his or her regular pay for the day for a combined period of travel and work not exceeding seven and one half (7 1/2) hours,

and
 - (ii) at the rate of time and one half (1 1/2) for travel time in excess of the employee's regularly scheduled hours of work.
- (c) On a day of rest or on a general paid holiday, the employee shall be paid for all hours worked, all hours travelled or a combination of all hours worked and travelled at a rate of time and one half (1 1/2).
- (d) An employee who travels or does a combination of work and travel on two or more consecutive days of rest shall be paid double time (2) for all hours worked, all hours travelled or a combination of all hours worked and travelled on the second or subsequent days of rest.

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

35.06 NAV CANADA will endeavour to make payments for travelling time in the month following the month in which the credits were earned, except where upon request of an employee and with the approval of NAV CANADA, travelling time may be compensated in compensatory leave at the applicable rate.

35.07 Compensatory leave with pay, under this Article, not used or scheduled by March 31st of each year will be paid for at the employee's rate of pay in effect at the time the leave was earned. The leave scheduled to be used after March 31st will be paid out if not used by August 31st.

- 35.08 All calculations for travelling time shall be based on each completed period of fifteen (15) minutes.
- 35.09 An employee assigned to work at a military establishment when in travel status will not be required to make use of the military establishment for accommodation and meals unless there is no suitable or convenient or available commercial establishments or unless it is otherwise agreed by the employee and NAV CANADA.
- 35.10 An employee shall not be required to use his or her private vehicle when travelling on NAV CANADA business.

35.11 Travel Premium

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

ARTICLE 36

PART-TIME EMPLOYEES

General

- 36.01 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.
- 36.02 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.
- 36.03 The hours of work of a part-time employee shall be agreed upon in advance between NAV CANADA and the employee. This agreement on hours of work shall be in writing and wherever possible shall be reached at least 28 days in advance of its starting date. A part time employee will be notified not less than seven (7) days prior to any change to their normal scheduled hours of work. If an employee receives less than seven (7) day's notice of a change in their normal scheduled hours of work, they shall be paid at a rate of time and one half (1 ½) for the first day worked which is not in accordance with the original schedule on the new schedule, subsequent days shall be paid for at straight time.
- 36.04 With the exception of 36.03 above, 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.
- 36.05 The days of rest provisions of this agreement apply only in a week when a part-time employee has worked five (5) days or the weekly hours specified by this Agreement.
- 36.06 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

36.07 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.

36.08 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 26.01 of this Agreement, the employee shall be paid at time and one-half (1 ½) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by this Agreement and double (2) time thereafter.

36.09 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 26.01 of the Agreement, shall be paid for the time actually worked in accordance with clause 36.08, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

Overtime

36.10 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.

36.11 Subject to clause 36.10 a part-time employee who is required to work overtime shall be paid overtime as specified by the Agreement.

Call-Back

36.12 When a part-time employee meets the requirements to receive call-back pay in accordance with 32.06 of the Agreement 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

36.13 Subject to clause 36.05, when a part-time employee meets the requirements to receive reporting pay on a day of rest, 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

36.14 Notwithstanding clause 36.02, there shall be no prorating of a "day" in clause 30.02 Bereavement Leave With Pay.

Vacation Leave

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

- (a) six percent (6%) of regular straight time wages earned during the pay period if the employee is entitled to one hundred and twelve and one half (112.5) hours;
- (b) eight percent (8%) of regular straight time wages earned during the pay period if the employee is entitled to one hundred and fifty (150) hours;
- (c) eight decimal eight percent (8.8%) of regular straight time wages earned during the pay period if the employee is entitled to one hundred and sixty-five (165) hours;
- (d) nine decimal two percent (9.2%) of regular straight time wages earned during the pay period if the employee is entitled to one hundred and seventy-two decimal five (172.5) hours;
- (e) ten percent (10%) of regular straight time wages earned during the pay period if the employee is entitled to one hundred and eighty-seven decimal five (187.5) hours;
- (f) ten decimal eight percent (10.8%) of regular straight time wages earned during the pay period if the employee is entitled to two hundred and two decimal five (202.5) hours;
- (g) twelve percent (12%) of regular straight time wages earned during the pay period if the employee is entitled to two hundred and twenty-five (225) hours.

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

- (a) one hundred and twelve and one half (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 effective per vacation year if the employee has completed twenty eight (28) years of continuous employment.

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

ARTICLE 37
SEVERANCE PAY

37.01 Under the following circumstances and subject to clause 37.02, an employee shall receive severance benefits calculated on the basis of his or her weekly rate of pay:

(a) **Lay-Off**

An employee on lay-off shall, at the expiry of the twelve (12) month recall period, be eligible for a severance pay equivalent to one week's pay for each complete year of continuous service with NAV CANADA since November 1, 1996, with a maximum benefit of 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 year of continuous service (in the case of a partial year of continuous employment one (1) week's pay multiplied by the number of days of continuous employment divided by 365), with NAV CANADA since November 1, 1996 with a maximum benefit of thirty (30) weeks' pay.

(c) **Death**

If an employee dies, there shall be paid to his or her estate, one (1) week's pay for each complete year of continuous employment to a maximum of thirty (30) weeks' pay regardless of any other benefit payable.

37.02 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 under clause 37.01 be pyramided.

ARTICLE 38

STAFFING

38.01 New, Vacant or Term Positions

Unless provided otherwise in this Agreement, the staffing provisions in this Article apply to any new permanent position, any vacant position, or any term position of more than twelve (12) months duration, falling within the bargaining unit covered by this agreement.

38.02 Transfer

NAV CANADA may, prior to implementing the staffing procedures outlined in this Article, consider the transfer of a qualified employee to the vacant position subject to the following:

- (a) transfer requiring relocation under the NAV CANADA Travel and Relocation Programs shall be subject to the employee's written consent;
- (b) the vacant position shall be at the same classification level as that of the employee to be transferred;
- (c) NAV CANADA shall reimburse the transferring employee for expenses incurred in the transfer in accordance with the Travel and Relocation Programs;
- (d) NAV CANADA shall give as much written notice as possible to the Group President, but no less than fourteen (14) days prior to the proposed transfer date.

However, if there are qualified employees eligible for priority placement under paragraphs 38.03 (a) and (b), NAV CANADA shall implement priority placement before transfer under this paragraph.

38.03 Priority Placements

Prior to the implementation of the staffing procedure outlined in paragraph 38.04, NAV CANADA shall consider employees formerly occupying a position classified at the same level or higher than the vacant or new position in the order outlined below:

- (a) qualified employees who have received notices of lay-off (surplus) or who have been declared vulnerable under Article 43 of this Agreement, including qualified employees returning from authorized absences due to illness or injury of twelve (12) months or more. Without restricting the

generality of Article 4 and Article 23.01, the parties recognize their joint obligations regarding accommodation under the Canadian Human Rights Act;

- (b) qualified employees on lay-off and retaining recall rights;
- (c) qualified employees returning from leaves of absence of twelve (12) months or more.

38.04 Staffing of Vacant Positions

If following the application of paragraph 38.02 and 38.03, above, the position still remains to be filled, it shall be filled in accordance with the following conditions:

- (a) The competition poster for the vacancy shall be posted for a minimum period of fourteen (14) days, in order to bring the job opportunity to the attention of employees and provide those interested with an opportunity to apply. A copy of the competition poster shall be forwarded to the President of the NAV CANADA group.
- (b) The competition poster shall contain the following information for the position:
 1. the position title, classification, competition number and specific geographic location(s);
 2. the salary range;
 3. the basic qualifications required (including any security clearance or language requirements);
 4. the area of selection;
 5. the summary of duties;
 6. any special working conditions such as shift-work or the need to travel;
 7. the date and time by which applications must be received;
 8. the name, address, e-mail and telephone number of the person to whom the application should be addressed;
 9. the fact that the Statement of Qualifications containing the rated requirements of the position is available on the Intranet or on request;
 10. whether or not an eligibility list is to be established.

- (c) An eligibility list is a list of qualified candidates established following a competition to fill the hiring manager(s)' immediate and/or anticipated needs for identical or similar positions to those for which it was established. When an eligibility list is used, the selected employee may decline the assignment without jeopardizing his or her standing on the list. Unless requested by the employee in writing, the employee's name shall not be removed or bypassed.
- (d) An eligibility list shall only be used in conjunction with the staffing of a vacant position under the present paragraph if no employees are eligible for the position under Priority Placements (Article 38.03). This list shall be valid for a period not exceeding twelve (12) months starting on the date the results of the competition are published, unless mutually agreed otherwise.

38.05 Selection Standards and Statements of Qualifications

When staffing a position, NAV CANADA shall develop a Statement of Qualifications which shall be based on reasonable selection standards and shall include the basic qualifications and rated requirements of the position. The qualifications or requirements must be relevant to the position.

- (a) The basic qualifications shall include the following:
 - (i) educational and/or professional designation;
 - (ii) experience;
 - (iii) official languages requirement.
- (b) The rated requirements of the particular position shall consist of elements such as:
 - (i) knowledge;
 - (ii) skills;
 - (iii) abilities;
 - (iv) personal suitability.
- (c) Only candidates who meet the basic qualifications will be assessed on the rated requirements.
- (d) If no candidate meets the rated requirements, the rated requirements may be adjusted and applicants reassessed.

38.06 Selection

- (a) The qualified candidate who best meets the rated requirements of the position referred to in paragraph 38.05(b) shall be selected. When two (2) or more qualified candidates are relatively equal, the most senior will be selected.
- (b) For the purposes of the present Article, a candidate may include a qualified employee from another occupational group covered by the present agreement or an employee from outside the bargaining unit(s). 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..
- (c) Only in those instances where no employee of NAV CANADA successfully qualifies for a new or vacant position will consideration be given to hiring a candidate from outside NAV CANADA. The requirements when recruiting an exterior candidate shall normally be the same or the equivalent. However, if different requirements are to be used, the position will be re-posted internally and the employee candidates shall be reassessed first. If basic qualifications are modified the position will be re-posted internally. A copy of the competition poster shall be forwarded to the President of the NAV CANADA group. The means of assessing whether an exterior candidate meets the requirements shall be identical to the means used to assess whether a candidate from within the bargaining unit met those requirements.
- (d) For the purposes of the present paragraph, a candidate may include a term employee covered by the present agreement. In the latter case, the term employee, even though qualified, shall not be considered for the position if there are qualified indeterminate candidates from within the bargaining unit.

38.07 Notification of Competition Results

Within fifteen (15) days of the last interview and having determined a successful candidate to fill a new or vacant position NAV CANADA shall:

- (a) advise the successful candidate in writing of the salary to be paid and the effective date of assignment; and
- (b) advise all presently employed applicant(s) in writing of the name(s) of the successful candidate, and
- (c) advise the PIPSC NAV CANADA Group President of the competition results

- (d) if there is a delay or a cancellation of the competition, the applicant(s) and the PIPSC NAV CANADA Group President will be notified.

The name of the successful candidate shall be posted at the location where the new or vacant position is located.

38.08 Post Board Debriefing

- (a) A NAV CANADA employee who is an unsuccessful candidate in a job competition process is entitled on request to a post-board debriefing in order to obtain information and documentation relating to the evaluation of his or her candidacy. The written request must be made within fourteen (14) days of the notice provided for in Article 38.07 (b). Unless otherwise mutually agreed, this debriefing will be held within the next thirty (30) days of the request.
- (b) An unsuccessful candidate may file a grievance in accordance with Article 18 of the Agreement. In the case of candidates availing themselves of a post-board debriefing, the time limits for filing of the grievance shall commence on the day following the debriefing.

38.09 Security Clearance

NAV CANADA may require that candidates undergo a security clearance prior to their assignment. If there is a delay in obtaining this clearance, a lower ranked candidate may be assigned as long as a vacant position is reserved for the higher rated candidate while their security status is determined.

38.10 Return Rights

Upon assignment to a new or vacant position, a NAV CANADA employee shall be granted a familiarization period of up to forty-five (45) days worked during which the employee or NAV CANADA may determine that the employee be returned to his or her former position subject to the following:

- (a) the parties may mutually agree to extend the familiarization period for up to a further forty-five (45) days;
- (b) the employee shall be compensated in accordance with the Travel and Relocation Programs for expenses incurred during the familiarization period;
- (c) no relocation expenses shall be paid to the employee during the familiarization period unless otherwise mutually agreed, however once relocation expenses have been paid the employee will forego the right to return to his or her former position;

- (d) the familiarization period and return rights may be dispensed with by mutual agreement between parties.

38.11 Temporary Vacancies

NAV CANADA may assign employees to fill temporary vacancies normally of less than twelve (12) months duration. Absences due to accidents or illness which are anticipated to be of less than twelve (12) months duration, and vacancies which are caused by temporary assignments, vacations or leaves of absence shall be deemed temporary if they are of less than twelve (12) months duration. The regular employee who occupies a temporary vacancy shall, upon the termination of his or her temporary assignment, be reassigned to his or her former position.

38.12 Temporary Positions

Temporary positions of less than twelve (12) months required for special projects and urgent temporary needs may be filled at NAV CANADA's discretion by an employee. The twelve (12) month period may be extended by mutual agreement of the parties. The employee who occupies a temporary position of less than twelve (12) months shall, upon the termination of his or her temporary assignment, be reassigned to his or her former position.

38.13 Expression of Interest

Temporary positions that may be staffed pursuant to articles 38.11 or 38.12 may be offered as an Expression of Interest. In this event, the positions will use the current internal NAV CANADA job notification process. Employees interested in being considered for placement will need to register for Job Alerts.

The employee will indicate his/her expression of interest to the Human Resources contact person indicated on the posting and shall accompany a detailed resume or skills inventory. Human Resources and/or the manager shall consider employees' expressions of interest that correspond to the requirements of the position to be filled.

38.14 Authorized Leaves of Absence

An employee on an authorized leave of absence for less than twelve (12) months (or two consecutive leaves of absence totalling less than twelve (12) months) shall, upon his or her return to work, be assigned to his or her former position. If the employee's former position has been eliminated during his or her absence the employee shall be subject upon his or her return to the provisions of Article 42 Employment Security. At the eleventh (11th) month of the leave of absence, the Employer and the Institute shall consult to address situations where the employee may not be able to return to their former position within twelve (12) months.

38.15 Location

A location, for the purpose of Article 38, Staffing and Article 43, Employment Security, is identified by the premises where the employee normally works or the organization entity to which the position is attached.

38.16 Relocation of a Position

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

ARTICLE 39

PROBATIONARY PERIOD

- 39.01 All newly hired employees shall serve a probationary period of twelve (12) months. This period shall not include leave without pay, leave with pay in excess of two weeks, language training or any formal training other than on the job training provided by NAV CANADA.
- 39.02 During the employee's probationary period, NAV CANADA shall have the right to release such employee without the employee having recourse to the grievance and arbitration provisions of this agreement. NAV CANADA's discretion must be exercised in good faith, without discrimination and in a non-arbitrary fashion. Notwithstanding the above, probationary employees' rights under this Article shall be subject to the grievance and arbitration procedure.
- 39.03 During the period of probation, the employee will be provided with guidance to ensure that the employee understands his or her job duties and performance requirements.
- 39.04 **Performance Review**

The following provisions of Article 20 will apply to probationary employees:

- 20.01(a)
- 20.03
- 20.05
- 20.06
- 20.07
- 20.09
- 20.10
- 20.13

Towards the mid-point of his or her probationary period, the new employee shall have his or her performance evaluated on a form prescribed by NAV CANADA for this purpose. The recommended training and or/coaching activities shall form part of the employee's performance assessment.

Where the employer determines that an employee is not meeting NAV CANADA requirements, the employee and his or her manager shall meet within a reasonable time of the assessment to develop an action plan to resolve the employee's performance deficiency.

The parties may agree that the probationary period of the employee be extended for the purpose of giving him or her an opportunity to correct any performance shortfall and thereby meet the standards required to successfully complete the

probationary period. NAV CANADA will advise the Institute in writing of any extension of the probationary period.

39.05 Term Employee - Probation

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

39.06 Notification

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

ARTICLE 40

SENIORITY

40.01 Definition

Seniority shall be defined as:

- (a) The continuous service in the bargaining unit of an employee with NAV CANADA.
- (b) For NAV CANADA employees “designated” under Part IV of the *Civil Air Navigation Services Commercialization Act*, an employee’s continuous service outlined in (a) above, shall also include continuous service as an employee engaged in the Public Service of Canada as defined in the *Public Services Staff Relations Act* (R.S.C; P-35 s.1) in any department or organization mentioned in any version of Part 1 Schedule 1 as of November 1, 1996.

40.02 Accumulation of Seniority

The seniority of an employee shall continue to accrue during an absence due to:

- (a) accident or illness;
- (b) maternity or parental leave;
- (c) any unpaid leave of absence of up to twelve (12) months;
- (d) any paid leave of absence provided for under this Agreement.

40.03 Retention of Seniority

An employee shall retain but not accrue seniority during an absence due to an assignment to a position in NAV CANADA outside the bargaining unit.

40.04 Termination of Seniority

Seniority of an employee shall be terminated and employment will cease where the employee:

- (a) is dismissed for cause and is not reinstated;
- (b) retires;
- (c) voluntarily resigns;

- (d) fails, without a valid reason, to report to work within five (5) days following the sending of a written notice of recall to the employee's last known address;
- (e) is laid off for a period of twelve (12) months;
- (f) fails, without valid reason, to return to work from an authorized leave of absence for a period of five (5) consecutive days following the expiry of such leave;
- (g) is subject to lay-off and provides advice in writing that they accept the NAV CANADA Departure Program.

40.05 **Seniority List**

- (a) At the request of the Institute, and limited to once every six months, NAV CANADA shall provide within thirty (30) days of their request a current and up to date seniority list.
- (b) The seniority list shall indicate the following;
 - (i) name of employee
 - (ii) seniority
 - (iii) work location
 - (iv) position title
 - (v) classification and level
- (c) An employee who wishes to challenge the accuracy of the seniority list shall consult the Institute who shall advise NAV CANADA in writing within ninety (90) days of the date of publication of the list.
- (d) Should the need for such a determination arise, the seniority of two employees having the same period of continuous service shall be subject to a random draw conducted in the presence of the employees affected, a representative of NAV CANADA, and a representative of the Institute.
- (e) In accordance with Article 39 of this Agreement, a new employee who successfully completes his or her probationary period shall be credited with seniority for the period of work completed in probationary status.

ARTICLE 41
STATEMENT OF DUTIES

41.01 When Employee First Hired or Reassigned to Another Position

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

41.02 Changes to Job Description and Position

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

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

ARTICLE 42
CLASSIFICATION

42.01 New Positions

- (a) If during the life of this Agreement, and regardless of the classification system in place, NAV CANADA creates a new position, it shall so advise the Institute and provide it with the proposed job description and occupational group as well as the proposed effective date of the position and its location.
- (b) If the Institute and NAV CANADA do not agree to the proposed classification and rate of pay, either party may submit a grievance in accordance with Article 18 of this Agreement.

42.02 Modified Positions

If the Institute can demonstrate that a position has been substantially modified, or where an employee can demonstrate that his or her position has been substantially modified and the Institute agrees, they may refer the matter of classification for review to a representative of NAV CANADA mandated to deal with such matters. If the Institute and NAV CANADA do not agree with the outcome of the review, they may submit a grievance in accordance with Article 18 of this Agreement.

42.03 Lower Classification

In the event a classification review results in a position being reclassified to a lower level, 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 Collective Agreement, meet or exceed the salary rate the employee receives prior to the reclassification.

42.04 Higher Classification

- (a) In the event a classification review results in a position being reclassified at a higher level, the employee presently filling the position shall, if qualified, be assigned to the position at the higher level at a rate of pay which is equal to or higher than his or her current rate of pay.
- (b) When there are several employees performing similar duties, and one of these positions is reclassified upwards, the reclassified position shall be posted, but the area of selection shall be restricted to the location of the employees affected.

42.05 Jurisdiction of Arbitrators

In dealing with any matters referred to arbitration under this Article, the Arbitrator shall determine the issue taking into consideration the nature and context of the position within NAV CANADA and shall be limited to the classifications and rates of pay provided for in this Agreement. Retroactivity, if any, shall be limited to the date of the submission of a grievance or, in the case of the introduction of a new position, the effective date of the new position. In the interest of fairness, the arbitrator may extend retroactivity to a date prior to the date of submission of the grievance.

42.06 A joint committee made up of equal representatives of the Institute and NAV CANADA shall meet pursuant to Article 17.04 (Joint Consultation Committee Meetings) upon the request of either party, to review the classification system and consider mutually agreeable amendments.

ARTICLE 43
EMPLOYMENT SECURITY

43.01 Early Identification of Surplus Situations

Where, in the event of a reduction in the work force, NAV CANADA identifies a potential lay-off situation, it shall notify the National Office of the Institute in writing at the earliest possible opportunity and in no case shall this notice be less than six (6) months prior to the first scheduled lay-off.

43.02 Institute/NAV CANADA Consultation

Following notice to the Institute of a potential lay-off situation NAV CANADA shall meet with the Institute with a view of developing a human resources transition plan reflecting an intent to minimize adverse consequences of the lay-off on employees. The scope and comprehensiveness of the transition plan shall depend on the number of employees involved. Areas of considerations shall include but are not limited to the following:

- (a) elimination of temporary employees and contractors;
- (b) job exchanges, transfers to temporarily vacant positions, and retraining;
- (c) alternate work arrangements including part-time work and job sharing;
- (d) granting leaves of absence;
- (e) seeking voluntary separation through NAV CANADA's Departure Program (Appendix C);
- (f) the earliest possible provision of the names of employees likely to become vulnerable to lay-off.

43.03 Opportunities for Employees to be Considered for Other Employment Vacancies

The following provisions shall apply to employees within NAV CANADA who are declared vulnerable to lay-off:

- (a) employees vulnerable to lay-off shall be provided written notice of their vulnerable status; written notice shall also be provided to the Institute;

- (b) discussions with the employee and/or the Institute to explore options available to the vulnerable employee shall take place within thirty (30) days of receipt of the notice in (a) above;
- (c) the vulnerable employee shall receive a formal notice of his or her surplus status at least six (6) months prior to the proposed lay-off date with a copy to the Institute;
- (d) in the event that two (2) or more employees in the same occupational group, and at the same level are vulnerable or surplus and all cannot be assigned under the present Article or Article 38.03 Priority Placements, the senior qualified employee(s) meeting the requirements of the available position(s) shall be retained;
- (e) during the six (6) month period in (c) above, the employee shall, at his or her request, be provided with financial and pension counselling at no charge to the employee;
- (f) if NAV CANADA and the employee have been unsuccessful in finding an appropriate job opportunity within NAV CANADA at the end of the surplus period, the employee may choose lay-off with recall rights, or the NAV CANADA Departure Program.

43.04 Offer During Vulnerable or Surplus Period

NAV CANADA reserves the right to offer the Departure Program to an employee during the vulnerable or surplus period.

43.05 Right to Refuse

An employee with fifteen (15) or more years of service shall not be required to accept an assignment that would require the employee to relocate. If the employee refuses the assignment he or she shall remain eligible for the NAV CANADA Departure Program or to lay-off with recall rights.

43.06 Declined Reassignment or Departure Program

A surplus employee who does not avail himself of the NAV CANADA Departure Program, or who declines reassignment, shall be laid off and have their name added to the recall list upon termination of the six (6) month notice period.

43.07 Position Exchange Provision

In situations of permanent reduction in the work force NAV CANADA, at its discretion, may accept the offer of resignation by an employee for the purpose of

providing a position for an employee subject to lay-off. Factors to be considered shall include the qualifications of the employee subject to the lay-off, position level, requirements, location and costs. The employee accepting termination shall be entitled to the NAV CANADA Departure Program.

43.08 Lay-Off While On Leave

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

43.09 Expenses

Any authorized expenses incurred by any assignment under this article shall be borne by NAV CANADA in accordance with their Travel and Relocation Programs.

43.10 Recall

Recall to a position shall be by order of seniority among the qualified employees laid off from the same occupational group at the same level in accordance with Article 38.03, Priority Placements. An employee on the recall list shall have the right to refuse a recall to the same occupational group but at a lower level than his or her level held at the time of lay-off.

43.11 Employment Ceases

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

43.12 Recall List

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

43.13 Application of Collective Agreement to Laid-Off Employees

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

43.14 Relocation of a Position

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

43.15 Contracting Out

NAV CANADA agrees to advise the Institute of any change in its methods of operation directly affecting the security of employment of members of the bargaining unit and involving the use of contractors. If potential job displacements are involved, the procedures under this Article and Article 40 shall apply.

Once the notice from NAV CANADA under Article 43.01 has been given to the Institute, the Institute may, within the next thirty (30) days, in conjunction with the consultation process under Article 43.02 submit to NAV CANADA any proposed alternative to the use of contractors. An alternative may include an employee take-over of the work concerned.

ARTICLE 44

TECHNOLOGICAL CHANGE

- 44.01 In cases where, as a result of technological change, a potential lay-off situation exists, the provisions of Article 43 shall also apply.
- 44.02 In this Article “Technological Change” means:
- (a) the introduction by NAV CANADA into their work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by NAV CANADA in the operation of the work, undertaking or business; and
 - (b) a change in the manner in which NAV CANADA carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.
- 44.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in NAV CANADA’s operations. Where technological change is to be implemented, NAV CANADA will seek ways and means of minimizing adverse effects on employees which might result from such changes.
- 44.04 NAV CANADA agrees to provide the Institute with not less than one hundred and eighty (180) days’ written notice of the introduction or implementation of technological change when it will result in significant changes in employment status or working conditions of the employees.
- 44.05 The written notice provided for in clause 44.04 will provide the following information:
- (a) the nature of the change;
 - (b) the anticipated date or dates on which NAV CANADA plans to effect change;
 - (c) the location(s) involved;
 - (d) the approximate number and classification of employees likely to be affected by the technological change; and
 - (e) 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.

44.06 When, as a result of technological change, NAV CANADA determines that an employee requires new skills or knowledge in order to perform the duties of his substantive position, the provisions of Article 29.07 will apply.

ARTICLE 45

VEHICLE LIABILITY

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

ARTICLE 46

AGREEMENT RE-OPENER

46.01 This Agreement may be amended by written mutual consent. If either party wishes to amend or vary this Agreement, it shall give to the other party notice of any amendment proposed and the parties shall meet and discuss such proposal not later than one calendar month after receipt of such notice.

ARTICLE 47

DURATION

- 47.01 The duration of this Collective Agreement shall be from January 4, 2012 to April 30, 2013.
- 47.02 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date it was awarded.

SIGNED AT OTTAWA, this day of the month of 2012

Unless specified otherwise, the effective date of the collective agreement is January 4, 2012

NAV CANADA

**THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF
CANADA**

Richard J. Dixon, Vice President and
Human Resources Officer

Denise Doherty-Delorme
Negotiator

Elizabeth Cameron
Assistant Vice-President, Labour and
Employee Relations

Michel Simard
NAV CANADA Group President

Barbara Gagné
Negotiator

Gerald Buffington
Negotiating Team Member

Julie Bergeron
Negotiating Team Member

Michel Diguier
Negotiating Team Member

Mitch Desrochers
Negotiating Team Member

Dean Gallop
Negotiating Team Member

Robert Freitag
Negotiating Team Member

John Morton
Negotiating Team Member

Jim Hiel
Negotiating Team Member

Lynn Taylor
Negotiating Team Member

Brenda Seeger
Negotiating Team Member

Pamela Tricco
Negotiating Team Member

Brad Whitson
Negotiating Team Member

**LETTER OF UNDERSTANDING (LOU NO. 1-12)
RE PENSION PLAN**

Ms Denise Doherty-Delorme
The Professional Institute of the Public
Service of Canada
250, Tremblay Road
Ottawa, Ontario
K1G 3J8

Dear Ms Doherty-Delorme

NAV CANADA and the Professional Institute of the Public Service of Canada (the “Institute”) agree to establish a joint committee (The “Committee”) to explore the desirability and viability of amending the existing pension plan governance structure in respect of active members of the Institute. The Committee will conform to the following timetable:

- Members of Committee appointed and schedule of meetings established within 30 days following ratification of this Collective Agreement;
- Finalize Terms of Reference for the Committee by June 30, 2009; and
- Finalize recommendations to the parties by April 30, 2010.

The following sets out the preliminary terms of reference for the Committee which will make recommendations to NAV CANADA and the Institute:

1. Composition

The Committee will be comprised of six members, three appointed by NAV CANADA and three appointed by the Institute.

2. Mandate

The Committee’s recommendations will address the following components of joint governance:

- (a) Size of board of trustees;
- (b) Whether there will be alternate or replacement trustees, and how many;
- (c) Appointment power of each of the Sponsors (NAV CANADA and the Institute) and whether there are any parameters or restrictions on the exercise of those powers;

- (d) Requisite knowledge and skills of trustees;
- (e) Benefit provisions for newly established Registered Pension Plan (RPP);
- (f) Membership for newly established RPP;
- (g) Pension funding model, including determination of and reference to:
 - (i) funding policy to include funding objectives, contribution strategy and policies including use of excess surplus;
 - (ii) liability for current service costs;
 - (iii) liability for going concern and solvency deficiencies; and
 - (iv) identification of entity with authority to increase contributions – Trustees or Sponsors.
- (h) Identification of entity with authority for making benefit improvements or other changes to the Plan; and
 - (i) Asset transfer methodology and basis.

NAV CANADA shall make no amendments to the existing Pension Plan, nor changes to existing administrative practices related to the Pension Plan which would affect the Institute's members, unless same are approved in writing by the Institute or required by applicable legislation.

Sincerely yours,

Barbara Gagné
Manager, Labour Relations

**LETTER OF UNDERSTANDING (LOU NO. 2-12)
RE PARKING**

Ms Denise Doherty-Delorme
The Professional Institute of the Public
Service of Canada
250, Tremblay Road
Ottawa, Ontario
K1G 3J8

Dear Ms Doherty-Delorme

NAV CANADA agrees to consult with the Institute prior to implementing major changes at sites where NAV CANADA currently provides free parking.

Sincerely yours,

Barbara Gagné
Manager, Labour Relations

**LETTER OF UNDERSTANDING (LOU NO. 3-12)
RE TRANSITIONAL RULES FOR FORMER SSEA MEMBERS
CONCERNING THE DISABILITY INCOME SECURITY PROGRAM**

Ms Denise Doherty-Delorme
The Professional Institute of the Public
Service of Canada
250, Tremblay Road
Ottawa, Ontario
K1G 3J8

Dear Ms Doherty-Delorme:

Employees who have to their credit accumulated sick leave :

- a. in the event of absence due to non-occupational illness or injury, continue to use their accumulated sick leave credits in lieu of any DISP benefits or NAV CANADA Disability Insurance Plan entitlements until such time as their sick leave credits are exhausted;
- b. upon exhaustion of sick leave credits, be entitled to income security benefits under the DISP or NAV CANADA Disability Insurance Plan as if the period of absence due to non-occupational illness or injury during which the sick leave credits expired had been a period solely under Article 28 of the Collective Agreement.

As of December 23, 1998 all further accumulation of sick leave credits ceased, existing employee banks were frozen, and will be used to provide income security in the event of non-occupational illness or injury to employees as described above, understanding that the provisions governing disability case management and early intervention apply to these absences as well as absences under the DISP. Finally, and for clarity, the use of existing sick leave banks will not result in any loss of income protection eligibility either through the DISP or the NAV CANADA long term disability plan.

Sincerely yours,

Barbara Gagné
Manager, Labour Relations

**LETTER OF UNDERSTANDING (LOU NO. 4-12)
DEVELOPMENT PROGRAM**

Ms. Denise Doherty-Delorme
The Professional Institute of the Public
Service of Canada
250, Tremblay Road
Ottawa, Ontario
K1G 3J8

Dear Ms Doherty-Delorme:

NAV CANADA and the Institute shall meet pursuant to Article 17, Joint Consultation, to establish and implement an experience and duration based development program for those positions mutually agreed upon by the Company and the Institute.

The intent of this program would permit certain identified positions to progress to the next level through qualification rather than competition.

The provisions of Article 38, Staffing, will apply when initially staffing these development positions. However, progress to the next level shall occur outside of the provisions of Article 38, Staffing.

The implementation of the Development Program requires mutual agreement between the Company and the Institute.

Sincerely yours,

Barbara Gagné
Manager, Labour Relations

**LETTER OF UNDERSTANDING (LOU NO. 5-12)
RE LEAVE BALANCES**

Ms Doherty-Delorme
The Professional Institute of the Public
Service of Canada
250, Tremblay Road
Ottawa, Ontario
K1G 3J8

Dear Ms Doherty-Delorme

Whereas the current collective agreement provides for the employee to receive once in each leave year, upon request, the balance of his or her vacation leave credits, and whereas the Company currently supplies a written report yearly to employees regarding their leave balance, the parties recognize the intent of the Company is to move to a self serve environment in the near future.

In the interim, while awaiting the introduction of this self serve environment, the Company has agreed to provide an update of an employee's leave balance once quarterly, upon that employee's written request.

Sincerely yours,

Barbara Gagné
Manager, Labour Relations

**LETTER OF UNDERSTANDING (LOU NO. 6-12)
DISCRIMINATION AND HARASSMENT POLICY**

Ms Doherty-Delorme
The Professional Institute of the Public
Service of Canada
250, Tremblay Road
Ottawa, Ontario
K1G 3J8

Dear Ms Doherty-Delorme

In addition to the provisions of Articles in this collective agreement respecting No Discrimination and No Harassment within the NAV CANADA workplace, the employer further commits during the life of this agreement to the following:

1. NAV CANADA will develop and deliver a series of joint union / management training sessions respecting the Harassment Policy and its associated Alternate Dispute Resolution Process.

The union will be consulted on the training content in advance of its delivery. The parties will agree on the number of participants. Training will be held in the Headquarters region.

2. NAV CANADA will invite the Institute to participate in a review of the Harassment Policy.
3. NAV CANADA will meet with the Institute on a regular basis with the objective to review the status of current actions related to the Harassment Policy.

Sincerely yours,

Barbara Gagné
Manager, Labour Relations

**LETTER OF UNDERSTANDING (LOU NO. 7-12)
MANAGEMENT POSITIONS WITHIN IM GROUP**

Ms Doherty-Delorme
The Professional Institute of the Public
Service of Canada
250, Tremblay Road
Ottawa, Ontario
K1G 3J8

Dear Ms Doherty-Delorme

In follow up to understandings previously reached between the parties in regards to work of the bargaining unit, the parties agree to continue the practice as described below for duties as ascribed to management positions within the IM Group.

Notification of new management positions within the IM Group

1. The Employer shall notify the Bargaining Agent when it creates a new management position within the IM Group. The Bargaining Agent will identify a person within its organization who the Employer will notify. The notification will be by means of a letter and/or email with the new job description attached.

Work Involved

2. The traditional duties of the bargaining unit members in the Information Management Group will continue to be performed by PIPSC members. It is understood that management requirements may create work situations where managers may perform duties which are incidental to their management functions and which overlap with bargaining unit duties, such as: but not limited to requirements to meet critical client deadlines and/or operational necessities, evaluations, training and research.

Dispute Resolution

3. In the event that there is a dispute as to whether Management is respecting the provisions of section 2 above, the union will bring their complaint to a Union / Management Committee which shall be composed of two union members; the President of the Local, and a representative of the PIPSC National Component and two management representatives; a Director or Assistant Vice President of the Information Management Group and a Manager of the Labour Relations Department. A meeting shall be scheduled within twenty (20) days of the complaint being brought to the Employer's attention.

In the event that the parties have been unable to resolve the complaint within thirty (30) days of the first meeting, any outstanding issue(s) may be grieved and be heard at the second level of the grievance procedure in the collective

agreement. In the event that the matter is still not resolved, the matter may be referred to Arbitration in accordance with the provisions of the collective agreement.

Sincerely yours,

Barbara Gagné
Manager, Labour Relations

**APPENDIX A
COMPUTER SYSTEMS ADMINISTRATION
CS PAY SCALE**

A - Effective May 1, 2011

B - Effective May 1, 2012

CS 1

A	51,817	53,934	56,034	58,150	60,262	62,354	64,226
B	53,242	55,418	57,575	59,750	61,920	64,069	65,993

CS 2

A	62,848	65,107	67,357	69,625	71,886	74,151	76,378
B	64,577	66,898	69,210	71,540	73,863	76,191	78,479

CS 3

A	73,718	76,600	79,734	82,381	85,259	88,134	90,778
B	75,746	78,707	81,927	84,647	87,604	90,558	93,275

CS 4

A	84,571	87,872	91,190	94,487	97,784	101,078	104,111
B	86,897	90,289	93,698	97,086	100,474	103,858	106,975

CS 5

A	96,629	100,736	104,844	108,954	113,058	117,161	121,265	124,903
B	99,287	103,507	107,728	111,951	116,168	120,383	124,600	128,338

**APPENDIX A
ENGINEERING AND LAND SURVEY
EN PAY SCALE**

A - Effective May 1, 2011

B - Effective May 1, 2012

EN ENG 1

A	45,769	54,902	56,549
B	47,028	56,412	58,105

EN ENG 2

A	57,035	59,420	61,976	64,359	66,738	68,741
B	58,604	61,055	63,681	66,129	68,574	70,632

EN ENG 3

A	68,900	71,800	74,787	77,766	80,738	83,718	86,701	89,302
B	70,795	73,775	76,844	79,905	82,959	86,021	89,086	91,758

EN ENG 4

A	80,947	84,177	87,411	90,643	93,881	97,115	100,030
B	83,174	86,492	89,815	93,136	96,463	99,786	102,781

EN ENG 5

A	92,826	96,600	100,360	104,131	107,911	111,689	115,039
B	95,379	99,257	103,120	106,995	110,879	114,761	118,203

EN ENG 6

A	103,926	107,935	111,939	115,953	119,966	123,976	127,695
B	106,784	110,904	115,018	119,142	123,266	127,386	131,207

**APPENDIX A
PHYSICAL SCIENCES
PC PAY SCALE**

A - Effective May 1, 2011

B - Effective May 1, 2012

PC 1

A	58,934	61,433	63,971	66,505	69,046	71,118
B	60,555	63,123	65,731	68,334	70,945	73,074

PC 2

A	67,370	70,143	72,928	75,696	78,472	81,249	83,687
B	69,223	72,072	74,934	77,778	80,630	83,484	85,989

PC 3

A	81,311	84,514	87,723	90,945	94,150	97,362	100,284
B	83,548	86,839	90,136	93,446	96,740	100,040	103,042

PC 4

A	94,496	97,920	101,344	104,773	108,196	111,620	114,969
B	97,095	100,613	104,131	107,655	111,172	114,690	118,131

PC 5

A	106,521	110,317	114,101	117,903	121,704	125,354
B	109,451	113,351	117,239	121,146	125,051	128,802

**APPENDIX A
PURCHASING AND SUPPLY
PG PAY SCALE**

A - Effective May 1, 2011

B - Effective May 1, 2012

PG 1

A	44,313	46,475	48,637	50,800	52,964	55,123	56,776
B	45,532	47,754	49,975	52,197	54,421	56,639	58,338

PG 2

A	55,385	57,843	60,307	62,764	64,647
B	56,909	59,434	61,966	64,491	66,425

PG 3

A	61,637	64,395	67,144	69,885	71,981
B	63,333	66,166	68,991	71,807	73,961

PG 4

A	73,127	76,389	79,659	82,937	85,426
B	75,138	78,490	81,850	85,218	87,776

PG 5

A	86,050	89,918	93,776	97,391	100,313
B	88,417	92,391	96,355	100,070	103,072

PG 6

PERF.

A	97,072	99,047	100,877	102,708	104,542	106,360	108,187	111,432
B	99,742	101,771	103,652	105,533	107,417	109,285	111,163	114,497

**APPENDIX A
ECONOMICS, SOCIOLOGY AND STATISTICS
ES PAY SCALE**

A - Effective May 1, 2011

B - Effective May 1, 2012

ES 1

A	48,205	59,081
B	49,531	60,706

ES 2

A	54,711	56,549	58,385	59,961	62,054	63,916
B	56,216	58,105	59,991	61,610	63,761	65,674

ES 3

A	62,090	64,595	67,109	69,615	72,146	74,676	76,919
B	63,798	66,372	68,955	71,530	74,131	76,730	79,035

ES 4

A	77,787	80,347	83,165	85,991	88,803	91,468
B	79,927	82,557	85,453	88,356	91,246	93,984

ES 5

A	88,356	91,186	94,023	97,577	101,088	104,122
B	90,786	93,694	96,609	100,261	103,868	106,986

ES 6

A	102,700	106,279	109,733	113,059	116,451
B	105,525	109,202	112,751	116,169	119,654

ES 7

A	112,310	115,657	119,013	122,378	126,049
B	115,399	118,838	122,286	125,744	129,516

**APPENDIX A
SOCIAL SCIENCE SUPPORT
SI PAY SCALE**

A - Effective May 1, 2011

B - Effective May 1, 2012

SI 1							
A	47,588	48,945	50,347	51,800	53,262	54,717	56,360
B	48,897	50,291	51,732	53,225	54,727	56,222	57,910
 SI 2							
A	57,367	59,097	60,839	62,569	64,447		
B	58,945	60,723	62,513	64,290	66,220		
 SI 3							
A	62,624	64,491	66,351	68,206	70,253		
B	64,347	66,265	68,176	70,082	72,185		
 SI 4							
A	67,674	69,810	71,934	74,079	76,302		
B	69,536	71,730	73,913	76,117	78,401		
 SI 5							
A	76,158	78,628	81,088	83,566	86,074		
B	78,253	80,791	83,318	85,865	88,442		
 SI 6							
A	85,377	88,214	91,049	93,893	96,710		
B	87,725	90,640	93,553	96,476	99,370		
 SI 7							
A	96,458	99,587	102,596	105,600	108,769		
B	99,111	102,326	105,418	108,504	111,761		
 SI 8							
A	106,733	110,137	113,535	116,952	120,460		
B	109,669	113,166	116,658	120,169	123,773		

APPENDIX B

ARTICLES APPLICABLE TO TERM EMPLOYEES

Article 1	Purpose and Application of Agreement
Article 2	Interpretation and Definitions
Article 3	Official Texts
Article 4	Rights of Employees
Article 6	Management Rights
Article 7	Recognition
Article 8	Stewards
Article 9	Use of Employer Premises
Article 10	Check-off
Article 11	Information
Article 13	Leave for Staff Relations Matters
Article 14	Strikes and Lockouts
Article 15	Publications and Authorships
Article 16	Pension Plan (for term assignments of six (6) months or more)
Article 17	Joint Consultation
Article 18	Grievance and Arbitration Procedure
Article 19	NAV CANADA Joint Council Agreements (subject to the restrictions contained in the various benefit plans)
Article 23	No Discrimination
Article 24	No Harassment
Article 25	Leave General

Article 26	General Holidays
Article 27	Vacations
Article 28	Disability Income Security in the Event of Non-Occupational Illness or Injury (after 6 months continuous service)
Article 30	Other Leave With or Without Pay (Limited to Maternity and Parental Leave after six months continuous service for the duration of the term only; and Bereavement, Family Related Responsibilities, Court Leave and Injury on Duty Leave for the duration of the term only)
Article 31	Pay Administration
Article 32	Hours of Work
Article 33	Telework
Article 34	Overtime, Call Back and Standby
Article 35	Travelling Time
Article 36	Part Time Employees
Article 38	38.06(d) Staffing Selection
Article 46	Agreement Re-opener
Article 47	Duration
Appendix "A" Pay Scales	

APPENDIX C

DEPARTURE PROGRAM

THE NAV CANADA DEPARTURE INCENTIVE PROGRAM (DIP) APPLICABLE TO PIPSC MEMBERS

Purpose

This document outlines the compensation package that is paid employees are members of the PIPSC bargaining unit who, being surplus to NAV CANADA requirements, lose employment as a consequence.

The Departure Incentive Program Compensation Package

Employees who are PIPSC members who leave NAV CANADA 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 does not include severance pay that may be payable under any applicable collective agreement and will be calculated on the basis of weeks of pay and will be as shown.

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)	40 weeks pay
More than one year but less than two years	42 weeks
More than two years but less than three years	44 weeks
“ three “ four	46 weeks
“ four “ five	48 weeks
Over five years service and <35	50 weeks
“ “ ” “ “ >35 but <40	52 weeks
“ “ “ “ “ >40 but <45	54 weeks
“ “ “ “ “ >45 but <46	56 weeks
“ “ “ “ “ >46 “ <47	58 weeks
“ “ “ “ “ >47 “ <48	60 weeks
“ “ “ “ “ >48 “ <49	62 weeks
“ “ “ “ “ >49 “ <50	64 weeks
“ “ “ “ “ >50 “ <51	62 weeks
“ “ “ “ “ >51 “ <52	61 weeks
“ “ “ “ “ >52 “ <53	60 weeks
“ “ “ “ “ >53 “ <54	59 weeks
“ “ “ “ “ >54 “ <55	58 weeks
“ “ “ “ “ >55 “ <56	56 weeks

“ “ “ “ “ >56 “ <57	54 weeks
“ “ “ “ “ >57 “ <58	52 weeks
“ “ “ “ “ >58 “ <59	50 weeks
“ “ “ “ “ >59 “ <60	48 weeks
Over five years service and over 60	46 weeks

Again, note that the above amounts do not include any severance pay that may be paid by NAV CANADA pursuant to any existing 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 participating in the NAV CANADA Health Care Plan at normal pensioner rates provided they retire prior to January 1, 2010.

- basic life insurance coverage at regular employee rates,
- continued coverage in the NAV CANADA Dental Care Plan for a period of three months after date of retirement at no cost to the employee.

Employees who are **not** eligible for an immediate pension benefit, i.e. are under age 50 at time of departure or who are over 50 but choose to defer receipt of their pension 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.

Employees under age 50 will also be eligible for up to \$7,000 for financial planning, tax advice, re-education and other transition assistance.

APPENDIX D

ARBITRATORS LISTING

ONTARIO

- Swan
- Kaplan
- Carter
- Knopf

PACIFIC/WEST

- Joliffe
- Foley

EXPEDITED

- Keller