



COLLECTIVE AGREEMENT

between

**THE CANADIAN AIR TRAFFIC CONTROL ASSOCIATION
CATCA/UNIFOR LOCAL 5454**

and

NAV CANADA



Expiry Date: March 31, 2023

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ARTICLE 1 DEFINITIONS

Unless specified elsewhere in this Agreement, the following definitions will apply throughout this Agreement:

- (1) For the purpose of this Agreement the following shall be considered as employees occupying control positions:
 - (a) Air Traffic Controllers in Area Control Centres and Control Towers,
 - (b) all team and shift supervisors in Area Control Centres and Control Towers;
 - (c) all Air Traffic Controllers-in-Training in Area Control Centres, or Control Towers;
 - (d) Data Systems Co-ordinators;
 - (e) Unit Operations Specialists in Control Towers;
 - (f) All Traffic Management Unit employees.

All employees other than those listed above shall be considered to be occupying non-control positions.

- (2) "Weekly rate of pay" means an employee's annual normal pay divided by 52.176.
- (3) "Straight-time rate" means an employee's weekly rate of pay divided by thirty-four (34).
- (4) "Designated holiday" means the twenty-four (24) hour period commencing at 00:00 hours of a day designated as a holiday in this agreement. Any shift in which the majority of time is worked in this period shall be deemed in its entirety to fall within this period. Any shift in which the majority of time is worked outside of this period shall be deemed in its entirety to fall outside of this period.
- (5) In this agreement, "Company" means NAV CANADA, the Employer.
- (6) "An operating irregularity" is a situation which occurs when air traffic control service is being provided and when a preliminary investigation indicates that safety may have been jeopardized, less than minimum separation may have existed, or both.
- (7) "Shift cycle" means the recurring sequence of an employee's days of work and days of rest.

- (8) "Shift schedule" means NAV CANADA's advance posting of shifts to be worked by employees within their shift cycle.
- (9) "Normal pay" means compensation for the performance of duties of a position including Supervisory Differential, but, exclusive of allowances, special remuneration, overtime, other compensation, and other gratuities. While on MOS, in accordance with LOU 2019-03, normal pay shall also include the ATC premium/OFP.
- (10) (a) "Continuous service" means:

unbroken service from the employee's last date of hire including authorized leaves of absence.
- (b) "Continuous employment" means:

continuous service including the cumulative periods of continuous service where interruptions in service of less than three (3) months occur.
- (c) the continuous service or continuous employment of a "designated" continued employee shall include their continuous service or continuous employment as an employee engaged in the Public Service as defined in the Public Service Staff Relations Act (R.S.C. c. P-35 s.i.) as at November 1, 1996 and who was employed in any department or organization mentioned in any version of Part 1, Schedule 1 under the said Act prior to November 1, 1996.
- (11) "Will" and "shall" in this agreement have the same meaning.
- (12) A regular employee is an employee hired for an indeterminate ongoing basis.
- (13) "Temporary employee" is an employee hired for a specified term.
- (14) "Spouse" is one of two people legally married to one another and those in relationships where they have lived with one another for a period of at least one year, continue to live with each other, and who have publicly represented themselves as spouses.
- (15) "Employee" means a person who is a member of the bargaining unit.
- (16) "Step-Relative" means Step-Mother, Step-Father, Step-Son, Step-Daughter, Step-Brother, Step-Sister.
- (17) "Designated Employee" means a person who was employed in the Public Service prior to November 1, 1996 and whose name was set out on a list of employees designated by the Minister of Transport for purposes of the Civil Air Navigation Services Commercialization Act (Bill C-20 assented to 20th June, 1996).

- (18) "Continued Employee" means a Designated Employee who accepted the offer of employment made to them by NAV CANADA to become an employee of NAV CANADA as of and from the Transfer Date, November 1, 1996, and who became an employee of NAV CANADA on the Transfer Date.
- (19) "Work week" means a complete set of contiguous days of regular work, surrounded by, but not including, scheduled rest days.

ARTICLE 2

PURPOSE

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

ARTICLE 3
RECOGNITION AND RELATIONSHIP

3.01 Exclusive Bargaining Agent

NAV Canada recognizes the Unifor Canada and its Local 5454 (CATCA) as the exclusive bargaining agent for all employees in the bargaining unit as set out in the order of the Canada Industrial Relations Board, given order number 10712-U, dated December 31, 2014, in CIRB file number 30768-C.

3.02 Union Recognition

- (a) Every employee of the bargaining unit who is now, or hereafter becomes a member of the Union, shall maintain their membership in the Union as a condition of their employment and every new employee shall within thirty (30) days after the commencement of their employment, or after graduation from generic training, apply for and thereafter maintain membership in the Union as a condition of their employment.
- (b) The Union will not require NAV CANADA to terminate the employment of an employee because the employee has been expelled or suspended from membership in the Union for a reason other than a failure to pay the periodic dues, assessments, and initiation fees uniformly required to be paid by all members of the Union as a condition of acquiring or retaining membership in the Union.

3.03 Employee Information

NAV CANADA agrees to provide the Union with the following information on a monthly basis pertaining to all employees in the bargaining unit:

- Employee's name
- Position and/or acting position
- Group and level
- Location (unit)
- Tenure or status in position
- Effective date of change
- Current salary
- Date of assignment
- Acting level
- Position title
- Pay office
- Pay list
- CATCA identification number
- List of changes since last report

3.04 Collective Bargaining Committee

NAV CANADA agrees to recognize and deal with a Collective Bargaining Committee for the purpose of negotiating collective agreements between NAV CANADA and the Union. The Collective Bargaining Committee may be assisted by representatives other than employees.

3.05 Leave for Collective Bargaining

For meetings with NAV CANADA under 3.04, up to four (4) members of the Collective Bargaining Committee shall be granted leave without pay.

3.06 Notification of Union Representatives

NAV CANADA acknowledges the right of the Union to appoint or elect employees as Union Representatives or Stewards. The Union shall notify NAV CANADA promptly and in writing of the names of its representatives, the respective dates of their appointment, their workplace jurisdictions, and the names, if any, of those representatives who are being replaced or discontinued. These workplace jurisdictions will reflect so far as possible the organizational structure of NAV CANADA.

3.07 Carrying out Steward Duties

The Union recognizes that employees who are representatives of the Union have regular duties to perform in connection with their work for NAV CANADA. A Union Representative/Steward shall obtain the permission of their immediate supervisor before leaving their work to investigate urgent employee concerns arising out of the work place, to meet with local management for the purpose of dealing with these matters and to attend meetings called by management. While recognizing that operational and safety requirements take precedence, such permission shall not be unreasonably withheld. The Union Representative/Steward shall report back to their supervisor before resuming their normal duties.

3.08 Access to Company Premises

Upon proper notification to the authorized management representative, a union representative will have access to NAV CANADA's premises to conduct union business arising out of the collective agreement and/or Company policies so long as such access does not unduly interfere with NAV CANADA's operations.

ARTICLE 4
MANAGEMENT RIGHTS

- 4.01 The Union recognizes and acknowledges that NAV CANADA has and shall retain the exclusive right and responsibility to manage and operate NAV CANADA's business in all respects including, but not limited to, the following:
- (a) to plan, direct and control operations, to determine the methods, processes, equipment and other matters concerning NAV CANADA's business, to determine the location of facilities and the extent to which these facilities or parts thereof shall operate;
 - (b) to direct the working forces including the right to decide on the number of employees, to organize and assign work, to schedule shifts and maintain order and efficiency, to discipline employees including suspension and discharge, and it is expressly understood that all such rights and responsibilities not specifically covered or modified by this Agreement shall remain the exclusive rights and responsibilities of NAV CANADA.

ARTICLE 5
WORK OF THE BARGAINING UNIT

5.01 Work of the Bargaining Unit

- (a) Functions that at present are performed exclusively by members of the bargaining unit will not be contracted out or assigned to members of other bargaining units.
- (b) Where because of operational requirements either party deems it desirable to deviate from this understanding, the parties agree to enter into discussions to consider such proposal of either party and may mutually agree to make exceptions to the foregoing.
- (c) Individuals whose services are engaged to perform work of the bargaining unit under the control and direction of the company will be deemed to be employees in the bargaining unit for all purposes of the collective agreement.

5.02 Assignment of Air Traffic Control Duties

NAV CANADA will only assign work to the air traffic control group that is related to the air traffic services business.

ARTICLE 6 CHECK-OFF

6.01 Mandatory Check-Off

Subject to the provisions of this Article, NAV CANADA shall, as a condition of employment, deduct Union Membership dues and initiation fees from the monthly pay and/or training allowance(s) of all employees in the bargaining unit in accordance with the Union's by-laws.

6.02 Timing for Check-Off

The provisions of 6.01 will be applied effective the first of the month following the signing of this Agreement and the deductions from the pay and/or the training allowance for each employee in respect of each month shall start with the first full month of employment. Where an employee does not have sufficient earnings in respect of any month to permit deduction NAV CANADA shall not be obliged to make such deduction from subsequent salary.

6.03 Remittance to Union

The amounts deducted in accordance with 6.01 shall be remitted to the designated official of the Union within thirty (30) days after deductions are made and shall be accompanied by particulars identifying each employee and the amount of the deduction made on behalf of each employee.

6.04 Union Benefit Plans

NAV CANADA shall provide a voluntary revocable check-off of premiums payable on health and sickness, and life insurance plans provided by the Union for its members on the basis of production of appropriate documentation, provided that the amounts so deducted are combined with Union dues and initiation fees in a single monthly deduction.

6.05 Indemnification for Union Errors

The Union agrees to indemnify and save NAV CANADA harmless against any claim or liability arising out of the application of this Article.

6.06 Revision to Dues

If a general revision in the amount of membership dues is to be made during the term of the Agreement, the Union agrees to notify NAV CANADA in writing at least sixty (60) days prior to the effective date of such revision.

6.07 Prohibition

No employee organization, other than the Union, shall be permitted to have membership dues and/or other monies deducted by NAV CANADA from the pay of employees in the bargaining unit.

ARTICLE 7
LEAVE OF ABSENCE ON UNION BUSINESS

7.01 Elected Union Officials

- (a) With reasonable notice from the employee in writing that they have been elected to a full-time office of the Union, NAV CANADA will grant leave with no loss of seniority to the employee for the term of the office.
- (b) An employee granted leave under clause (a) above shall continue to receive their regular salary and benefits for the period of leave granted, subject to the Union reimbursing NAV CANADA for all associated costs.
- (c) The period of leave granted shall be counted as continuous service for the purposes of calculating severance pay, vacation leave, and pay increments.
- (d) An employee granted leave under clause (a) shall have their unused vacation leave and lieu leave credits frozen until they cease to hold such office.
- (e) Where an employee ceases to hold such office they shall be entitled to return to their former work unit at the same grade and level occupied prior to the leave of absence or, by mutual agreement, to a position at the same grade and level similar to that occupied prior to the leave of absence.

7.02 Attendance at Union Functions

Where operational requirements permit, NAV CANADA will grant leave without pay to a reasonable number of employees at any one time to attend Union meetings, congresses and conventions. Leave without pay for this purpose shall be requested in writing to NAV CANADA as far in advance as possible of the date the leave is to commence, but normally not less than fifteen (15) calendar days in advance. Approval of such requests shall not unreasonably be withheld.

7.03 Canada Industrial Relations Board

Where operational requirements permit, NAV CANADA will grant:

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

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

7.04 Canada Labour Code Applications for Certification

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

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

7.05 Interest Arbitration Board and Conciliation Board Hearings

Where operational requirements permit, NAV CANADA will grant leave without pay to an employee representing the Union before an Arbitration Board or Conciliation Board.

7.06 Arbitration

NAV CANADA will grant leave:

- (a) with pay to the grievor to attend the arbitration, and
- (b) where operational requirements permit, leave with pay to the Union Representative of an employee who is party to an arbitration.

7.07 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 Union.

7.08 Leave of Absence Without Pay for Union Business

Where operational requirements permit, NAV CANADA shall grant leave of absence without pay to officers of the Union to attend to Union business. For the purposes of this clause, the following, or their equivalent should position titles change, shall be considered 'officers':

1. President
2. Executive Vice President
3. Regional Vice Presidents

4. Branch Chairs
5. From time to time, upon written confirmation to NAV CANADA from a Regional Vice President, the Executive Vice President or the President, a Union Steward who has been duly appointed as a member of a union committee.

7.09 Attendance at Invitation of Federal Government

Operational requirements permitting, two (2) employee members of the Union's National Executive or their appointed alternates, formally invited by Federal Government agencies to attend joint meetings for discussion of mutual problems, shall be granted leave of absence with pay including reasonable travel time required for attendance at such meetings. Should an employee attend such a meeting 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 their normal scheduled daily hours of work, to be taken at a time mutually acceptable to the employee and their supervisor. Should such time off not be utilized by the end of the fiscal year, the unused portion will be paid off at the employee's straight-time rate in effect at that time.

ARTICLE 8

UNION-MANAGEMENT CONSULTATION

8.01 Consultation on Matters of Mutual Interest

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

8.02 Recognition of Union Committees

NAV CANADA will recognize Union Committees for the purpose of consulting with management as follows:

- (a) A Union National Committee;
- (b) By agreement of the parties and where circumstances warrant, Union Local Unit Committees may be established for the purpose of consultation with local management.

8.03 Limitations on Jurisdiction

It is recognized that a subject suggested for discussion may not be within the authority or jurisdiction of either the management or Union representatives. In these circumstances, consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote understanding, but it is expressly understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to, or modify the terms of this Agreement.

8.04 Frequency of Committee Meetings

Meetings with the Union National Committee shall take place at least annually. By agreement of the parties the frequency of meetings may be increased. The frequency of meetings with Union Local Unit Committees shall be determined by mutual agreement.

8.05 Location of Meetings

All meetings shall be held on NAV CANADA's premises at a time and for a duration determined by mutual agreement. The parties shall endeavour to schedule such meetings during the working hours of committee representatives. In the event meetings are scheduled on an employee's day of rest, the employee shall not be entitled to any compensation.

8.06 No Loss in Pay for Union Committee Members

- (a) Full-time employees forming the membership of Union Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.
- (b) For the purposes of 8.06 (a) the number of full-time employees shall be limited to:
 - (i) 10 for Union National Committee;
 - (ii) 3 for Union Local Committees.

8.07 Requirement for Written Agendas

A designated representative of Union Committees and management shall exchange written agendas for a meeting as early as possible prior to the effective date of the meeting, but in any case, normally not less than fifteen (15) calendar days in advance.

ARTICLE 9
USE OF EMPLOYER FACILITIES

9.01 Union Meetings

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

9.02 Bulletin Boards

Reasonable space on bulletin boards will be made available to the Union for the posting of official Union notices in convenient locations as determined by NAV CANADA.

ARTICLE 10
TECHNOLOGICAL CHANGE

10.01 Notice Requirements

At least one hundred and eighty (180) days before the introduction of any major technological change which will result in a reduction of staff, NAV CANADA shall notify the Union of the proposed change.

10.02 Technological Change

The company agrees that the Union may appoint Union members assigned to work on projects as Union contacts to provide information confidentially to the union regarding progress and issues directly related to the project.

ARTICLE 11

GRIEVANCE AND ARBITRATION PROCEDURE

11.01 Definition of Grievance

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

11.02 Definition of Days

A day shall mean calendar days, however, where a deadline occurs on a Saturday, Sunday or Holiday, as listed in Article 28, the deadline shall be extended to the next normal business day.

11.03 Disclosure of Information

In the interest of resolving disputes in an expeditious and efficient manner, the representative of each party should share all relevant information with respect to the subject matter of the grievance.

11.04 Dispute Resolution

Complaint Stage

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

Step 1

- (a) Failing a mutually agreed upon resolution of the issue being reached at the complaint stage, the authorized Union representative, on behalf of the employee(s) 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(s) ought to have been aware of the incident giving rise to the grievance. The written grievance shall be in the form approved by the parties.

- (c) NAV CANADA's authorized representative shall discuss and attempt to resolve the grievance with the authorized Union representative and render a written response to the grievance to the authorized Union representative and provide a copy to the employee(s) concerned no later than fifteen (15) days following receipt of the grievance at Step 1.

Step 2

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

11.05 Referral to Arbitration

Failing settlement being reached at Step 2, either party may refer the grievance to arbitration within thirty (30) days of the receipt of the Step 2 reply, by so advising NAV CANADA's authorized representative or the authorized Union representative, in writing of its intention to refer the dispute to Arbitration.

11.06 Abbreviated Procedure

Any policy grievance, Company grievance or a discharge grievance shall be submitted directly to Step 2 within twenty (20) days of the incident giving rise to the grievance or from the date when the Union, NAV CANADA or the employee(s) ought to have reasonably been aware of the incident giving rise to the grievance.

11.07 Extension of Time Limits

The time limits stipulated in this procedure shall be mandatory except where extended by mutual agreement between the parties. Such agreement will not be unreasonably withheld.

11.08 Time Off Work to Discuss Complaints and Grievances

- (a) The Union recognizes that each employee and authorized Union representative is employed to perform work for NAV CANADA and therefore no employee or authorized Union representative will leave their work during working hours to discuss complaints or grievances without first obtaining the permission of the authorized Management representative. While recognizing that operational and safety requirements take precedence, permission shall not be unreasonably withheld.

- (b) When a discussion or meeting on a complaint or grievance takes place during the employee's normal working hours, in the employee's headquarters area and leave to attend is granted to the employee, the employee shall not suffer loss of normal pay. When a discussion or meeting on a complaint or grievance takes place during the employee's normal working hours, but at a location outside the employee's headquarters area, the employee shall not be entitled to be paid.
- (c) When a discussion or meeting on a complaint or grievance takes place during normal working hours and leave to attend is granted to the authorized Union representative, the authorized Union representative shall not suffer loss of normal pay if the discussion or meeting is within their area of jurisdiction. If the discussion or meeting is outside their area of jurisdiction the authorized Union representative shall not be entitled to be paid.
- (d) Employees and authorized Union representatives will not be entitled to be paid when discussions or meetings on complaints or grievances take place outside their normal working hours.

11.09 Notification of Authorized Representatives

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

Arbitration Procedure

11.10 Powers of an Arbitrator

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

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.

11.12 List of Arbitrators

The parties will agree to a list of arbitrators to whom grievances may be referred. This list may be amended by mutual agreement (see Appendix E). 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.

11.13 Expedited Arbitration

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

11.14 Sole Arbitrator v. Board of Arbitration

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

11.15 Board of Arbitration

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

11.16 Arbitration Procedure

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

11.17 Decision

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

11.18 Arbitrability

- (a) It is understood that no matter may be submitted to arbitration which has not been properly carried through the grievance procedure. The arbitrator/Board of Arbitration shall have jurisdiction to determine whether a grievance is arbitrable.
- (b) The arbitrator/Board of Arbitration may extend the time for taking any step in the grievance process or arbitration procedure, even after the expiration of the time, if the arbitrator or Arbitration Board is satisfied that there are reasonable grounds for the extension and that the other party would not be unduly prejudiced by the extension.

11.19 Location of Arbitration Hearing

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

ARTICLE 12 DISCIPLINE

12.01 Corrective Discipline

Generally, discipline is intended to correct undesired behavior and conduct and, where appropriate, shall be progressive in nature. The process leading to, and including, the imposition of discipline shall be completed expeditiously.

12.02 Interview and Representation

Prior to any interview which might be the basis of disciplinary action, the employee will be informed of the date, time, location and purpose of the interview and their entitlement to have a Union Representative of their choice in attendance. The unavailability of the Union Representative of choice will not delay the meeting more than forty-eight (48) hours from the time set for the meeting in the original notice to the employee. At the interview, the employee and the Union Representative may make representations and ask questions concerning the events and circumstances. Requests for an earlier meeting date will be subject to mutual agreement.

12.03 Notification of Disciplinary Action

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

12.04 Copy of Disciplinary Notice

Where any disciplinary notice is placed on an employee's personnel file, a copy of such letter or note must be presented to the employee and to the Union Representative or sent by registered mail to their last known address within forty-eight (48) hours of its placement on the employee's personnel file.

12.05 Prohibition on Use of Documentation

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

12.06 Sunset Clause

Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period. The employee shall be notified orally when such notice has been destroyed.

12.07 Conflict of Interest

It is agreed that where there is the possibility of a conflict of interest the employee shall be afforded the opportunity to have their Union Representative meet with NAV CANADA to discuss the possible conflict of interest before a decision is given by NAV CANADA on the matter.

ARTICLE 13
JUST CAUSE

- 13.01 No employee shall be disciplined or terminated except for just cause. However, the termination of a probationary employee for non-disciplinary reasons may be carried out at the discretion of NAV CANADA at any time during the probationary period. NAV CANADA's discretion must be exercised in good faith, without discrimination and in a non-arbitrary fashion.

ARTICLE 14
NO DISCRIMINATION OR HARASSMENT

- 14.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to an employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability, conviction for which a pardon has been granted or in respect of which a record suspension has been ordered, or union affiliation.
- 14.02 Grievances arising from Article 14.01 shall first be dealt with through an alternate dispute resolution process (ADR) as agreed to by the parties. Once alternate dispute resolution mechanisms are agreed to by the parties, the grievance will be held in abeyance pending the results of the ADR process. Furthermore, employees are precluded from other avenues of redress, save and except applicable legislative procedures, until the ADR process has concluded. The ADR process shall not result in any unreasonable delay.
- 14.03 Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

ARTICLE 15

OPERATING IRREGULARITIES

15.01 Representative Rights

At any administrative inquiry, hearing or investigation conducted by NAV CANADA into an operating irregularity, where the actions of an Air Traffic Controller may have had a bearing on the events or circumstances leading thereto, and the Controller is required to appear at the administrative inquiry, hearing or investigation being conducted into such irregularity, they may be accompanied by a Union representative of their choice. The unavailability of the Union Representative of choice will not delay the inquiry, hearing or investigation more than forty-eight (48) hours from the time set for the meeting in the original notification to the employee. Requests for an earlier meeting date will be subject to mutual agreement.

15.02 Circumstances of Proceeding

The Controller and their representative may require NAV CANADA's representative in charge to state the circumstances leading to the inquiry, hearing or investigation by NAV CANADA before the Controller is required to answer any questions put to them.

15.03 Participation

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

15.04 Notification of Completion

- (a) NAV CANADA shall notify the Controller and where applicable their representative, of the completion of the report of a Company proceeding pursuant to clause 15.01 of this agreement. Such notification shall be in writing and shall stipulate that an immediate opportunity will be provided to the Controller, and where applicable their representative, to read the report, including the findings of the investigation, and to take such personal notes as they deem necessary.
- (b) Subsequent opportunities to read the same report and findings will be provided to the Controller, and where applicable their representative, upon written request.

15.05 Pay and Hours of Work

- (a) A Controller called as a witness, or their representative, shall suffer no loss of normal pay while appearing before an administrative inquiry, hearing or investigation relating to an operational irregularity.

- (b) A Controller, called by a NAV CANADA inquiry as a witness outside of their scheduled hours of work, shall be compensated at the appropriate overtime rate.
- (c) A Controller having primary involvement in an operating irregularity will not be scheduled to perform their operational duties on a shift during the same day or on a shift where their majority of hours fall on the day of an interview.

15.06 Restricted Information

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

15.07 Participation in Operations Safety Investigations (OSI)

It is agreed that a controller will be named as a member of any NAV CANADA operations safety investigation – level 2 or 3 to investigate an operating irregularity.

15.08 Review of Tapes and Readouts

- (a) A controller required to appear before any NAV CANADA inquiry, hearing or investigation shall, in the company of their representative if they so desire, but under supervision, be allowed to review any relevant video and audio recordings and computer readouts of ATC operations where available. In addition, the controller shall be provided with a transcript of relevant audio recordings. The foregoing shall take place prior to the controller being required to answer questions put to them by NAV CANADA's representative.
- (b) Where possible, NAV CANADA shall permit a controller and their representative the same access set out in (a) above prior to a non-Company inquiry, hearing or investigation with respect to an operating irregularity.

15.09 Use of Recorded Information

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

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

15.10 Operating Irregularity

- (a) Where an operating irregularity occurs that could be the subject of an investigation, and where the circumstances that gave rise to the operating irregularity are not as a result of willful misconduct or gross negligence on the part of an air traffic controller, and where as a result of that operating irregularity the employee's air traffic control licence is suspended, excluding suspension of the Medical Certificate, by a regulatory agency, then the employee shall suffer no loss of their normal pay for up to 30 calendar days, during such period of licence suspension. It is acknowledged that the controller will be assigned other related duties during such period of suspension.
- (b) No OSI report or information gathered in an OSI process shall be used for disciplinary purposes.
- (c) No OSI report shall be used in any hearing related to competency.
- (d) If an irregular occurrence has taken place, managers shall immediately arrange for the removal, from control duties, of any controller directly involved in the occurrence until the circumstances have been fully examined.
- (e) Removal from control duties is mandatory and is always applicable except where it is immediately clear and obvious to both the controller and the manager that the incident was caused solely by external influences and that the full responsibility rests elsewhere. This action shall be taken without prejudice and shall not be considered as punitive or disciplinary.

15.11 Prohibition on Use of Documentation

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

15.12 Legal Representation

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

- (a) In the circumstances outlined above:
 - (i) if the employee so desires, the employee may select legal counsel of their choice and the legal fees for such representation shall be borne by the employee;
 - (ii) in the event that a conflict of interest arises, the Union and/or the employee may select legal counsel of their choice to represent the employee and the legal fees for such representation shall be their responsibility. In the event that the final determination after all appeals, exonerates the employee or does not ascribe fault or blame to the employee, NAV CANADA will reimburse the Union and/or the employee for all reasonable legal fees.
- (b) A grievance arising from the application of this clause shall begin at the final step of the grievance procedure.

ARTICLE 16 HOURS OF WORK

16.01 Hours of Work

- (a) Thirty-four (34) hours per week, averaged over a fifty-six (56) day period, shall constitute the work week.
- (b) The hours referred to in (a) above, are inclusive of a mandatory fifteen (15) minute briefing period in which the employee shall prepare to assume their duties prior to the commencement of each shift.

Control Positions

16.02 Shift Cycle

Shift cycles for employees in control positions shall be as follows:

- (a) The "17/11 shift cycle" shall conform to the following:
 - (i) shift cycles shall be comprised of seventeen (17) days of work and eleven (11) days of rest over a 28 day period;
 - (ii) shift cycles shall consist of any combination and/or permutation which includes but is not limited to the following:
 - 1. six (6) days on, four (4) days off; six (6) days on, four (4) days off; five (5) days on, three (3) days off;
 - 2. six (6) days on, four (4) days off; six (6) days on, three (3) days off; five (5) days on, four (4) days off;
 - 3. six (6) days on, five (5) days off; six (6) days on, three (3) days off; five (5) days on, three (3) days off;
 - 4. six (6) days on, three (3) days off; six (6) days on, three (3) days off; five (5) days on, five (5) days off.
 - (iii) days of rest shall be consecutive and not less than three (3)
 - (iv) the regular schedule shall include a minimum of thirteen (13) weekends (Saturday and Sunday together) scheduled off in every twelve (12) month period.
- (b) The "34/22 shift cycle" shall consist of the following:
 - (i) Shift cycles shall be comprised of thirty-four (34) days of work and twenty-two (22) days of rest over a 56 day period.

- (ii) Shift cycles shall consist of five (5) days on, three (3) days off; five (5) days on, three (3) days off; five (5) days on, three (3) days off; five (5) days on, three (3) days off; five (5) days on, three (3) days off; four (4) days on, four (4) days off.
- (c) The Employer may, where there is a reduced staffing requirement on weekends in a unit or specialty, schedule some shift cycles as follows:
 - (i) Four days on, starting on a Monday, followed by three days off; four days on, three days off; four days on, three days off; five days on, two days off; or
 - (ii) Four days on starting on a Tuesday, followed by three days off; four days on, three days off; four days on, two days off; five days on, three days off.

Either shift cycle in (c) (i) or (ii) may be used as required by the Employer but shall not exceed 10% of the control requirement in the unit/specialty.

- (d) The shift cycles worked by Unit Operations Specialists shall be determined by NAV CANADA and shall be either:
 - (i) four (4) days on, starting on a Monday three (3) days off; four (4) days on three (3) days off; four (4) days on three (3) days off; five (5) days on two (2) days off, or
 - (ii) four (4) days on, starting on a Tuesday three (3) days off; four (4) days on three (3) days off; four (4) days on two (2) days off; five (5) days on three (3) days off.

(e) **Shift Cycle Optimization**

NAV CANADA may, from time to time, after consultation with the local branch, optimize shift cycles at a unit/specialty in accordance with the following procedures:

- (i) No later than 90 days prior to the optimization change, each employee shall choose either a 17/11 pattern or a 34/22 pattern as described in 16.02 (a) and (b).
- (ii) Employees may also indicate if they have an interest in the shift cycles listed in 16.02(c), should the optimization result in the generation of such shift cycles.
- (iii) No later than 60 days prior to the change, the Employer shall publish a shift schedule based on the employees' selection as set out in (i) above.
- (iv) Employees shall then be entitled to choose among the available shift cycles, in order of seniority, provided they are consistent

with their choice made in (i) above. These selections must be completed no later than 30 days prior to the change. Individuals failing to make a selection will be assigned a shift cycle.

- (v) Should the schedule include shift cycles as listed in 16.02(c), they will be assigned in seniority order to employees who had indicated an interest in such cycles. Should there be an insufficient number of such interested employees, the remaining cycles of this nature will be assigned to employees in the unit/specialty in reverse seniority order.
 - (vi) NAV CANADA will not modify the above assigned shift cycles between two optimization changes, except for those amended in accordance with 16.03.
 - (vii) The minimum time period between optimization changes shall be 12 months unless agreed otherwise by the parties.
- (f) Availability of controllers for overtime shall be the same for employees who adopt the "34/22 shift cycle" as employees on the "17/11 shift cycle" (65 days annually), even though this means that employees in the former group will not always enjoy two consecutive days of rest.
- (g) There will be no gain or loss of pay or hours in transitioning to or from either of these shift cycles.
- (h) When an employee fully qualifies in a unit or specialty and is to be assigned a new shift cycle, the assignment of the new shift cycle within the work unit shall be as follows:
- (i) the new shift cycle shall be made available for voluntary selection by all employees in the unit or specialty (including the newly qualified employee) on the basis of seniority; and
 - (ii) should the new shift cycle be selected by any employee, the cycle vacated by that employee shall be made available to the remaining employees on the basis of seniority (NOTE: this same process may be iterated further if and as locally agreed between the parties); and
 - (iii) notwithstanding their seniority, any employee who selects a shift cycle under (i) or (ii) will be ineligible for any future selections under this clause for a period of 12 months from the date of selection; and
 - (iv) the newly qualified employee shall be assigned the last vacated cycle except where it is not of the same type (17/11 or 34/22) chosen by the newly qualified employee. In that latter circumstance, a cycle conforming to that chosen by the newly qualified employee will be created and assigned to the newly qualified employee; and

- (v) If none of the existing staff select the new shift cycle, the new shift cycle shall be assigned to the newly qualified employee.

The voluntary selection of a shift cycle under this process shall not give rise to any claim for additional compensation (including leave, overtime, etc.) arising as a direct consequence of the change which would not have occurred had they maintained their previous cycle.

- (i) When a new controller is to be assigned a shift cycle in accordance with clause (h) above and there is a more senior controller who has been involuntarily assigned a shift cycle listed under 16.02 (c) and who wishes to be relieved of that cycle, the new less senior controller will be assigned the shift cycle listed under 16.02 (c) and the more senior controller will have a new shift cycle generated that will be subject to clause (h).
- (j) When the employer determines that a vacated shift cycle needs to be filled, the employer shall apply the process used in (h)(i)(ii) and (iii). For greater clarity, an employee who makes a cycle selection under (h) or (j) will be ineligible for any future selections under either of these sub-clauses for a period of 12 months from the date of the selection.

16.03 Changes to an Employee's Shift Cycle

- (a) Where an employee is required to attend a training program inside of their headquarters area, NAV CANADA may amend the shift cycle applicable to an employee for the purpose of providing training to employees, provided that;
 - (i) such amendments shall not be made without at least fifteen (15) calendar days' notice to the employee affected and,
 - (ii) in any vacation year as defined in 27.06(a) not more than five (5) of each employee's days of rest may be converted to working days, and,
 - (iii) each day of rest converted to a working day in accordance with paragraph (ii) above shall be rescheduled as a day of rest to be contiguous to a period of days of rest. This reimbursement must be completed within sixty (60) days of the date the converted day of rest would have occurred had the shift cycle not been amended, and,
 - (iv) the employee shall be compensated for converted days of rest not scheduled in accordance with this Article or not rescheduled in accordance with paragraph (iii) at the overtime rate.
- (b) Where an employee is required to attend a training program outside of their headquarters area, for a period of less than thirty (30) consecutive calendar days, NAV CANADA may amend the shift cycle applicable to

the employee for the duration of the training period. No overtime shall be payable for such a change in shift cycle, except that overtime compensation shall be payable for all hours worked in excess of those stipulated under clause 16.01 as a result of the change. The days of rest converted to working days under this clause shall be in addition to the five (5) days specified in clause 16.03(a)(ii). For the purpose of this clause, meal and relief breaks are exclusive of the hours stipulated in Clause 16.01.

- (c) In order to balance the schedule, NAV CANADA may amend an employee's shift cycle where the requirement for amendment will be consistent for thirty (30) consecutive calendar days or more, and notice of the change is provided to the employee at least fifteen (15) calendar days prior to the change. No overtime compensation shall be payable for such a change in shift cycle, except that overtime compensation shall be payable for all hours worked in excess of those stipulated under clause 16.01 as a result of the change.

Prior to altering an employee's shift cycle, NAV CANADA will attempt to accomplish the change by using volunteers. If there are no volunteers, the cycle of the employee with the least seniority may be changed.

- (d) When an employee is required to undergo remedial training specifically recommended by an operations safety investigation or an Administrative Inquiry, NAV CANADA may amend the employee's shift cycle for the period of such training. No overtime compensation shall be payable for such a change in shift cycle, except that overtime compensation shall be payable for all hours worked in excess of those stipulated under clause 16.01 as a result of the change.
- (e) It is understood that certain employees, may be required to change their shift cycle for varying periods of time in order to carry out non control duties. When such change is required, the cycle shall be determined by NAV CANADA and shall be either:
 - (i) four (4) days on, starting on a Monday three (3) days off; four (4) days on three (3) days off; four (4) days on three (3) days off; five (5) days on two (2) days off, or
 - (ii) four (4) days on, starting on a Tuesday three (3) days off; four (4) days on three (3) days off; four (4) days on two (2) days off; five (5) days on three (3) days off.

In either case ((i) or (ii)):

1. No change in such an employee's cycle will be made unless the requirement to change is consistent for thirty (30) consecutive calendar days or more.
2. Advance notice of such requirement which will involve a change in the employee's cycle should be given at least

fifteen (15) calendar days prior to the earliest date that the changed circumstances may commence. If notice of the change is less than fifteen (15) calendar days, the employee shall be paid a premium of four (4) hours' pay at the straight-time hourly rate for each shift or day worked during the period of the change for which they had not received fifteen (15) calendar days' notice.

3. Employees shall receive fifteen (15) calendar days notice when they are required to return to their original shift cycle. The employee may be returned to control duties before the expiry of that notice period. With mutual agreement between the employee and the manager, the fifteen (15) days notice may be waived or reduced.
4. The provisions of this clause shall not be applied to an employee for a period or periods in excess of an aggregate of eight (8) months in any twelve (12) month period.
5. Where the change in schedule is required for an employee to instruct a course in a Regional Training Unit, the change in schedule shall be permitted for the duration of the course.

16.04 Shift Schedules

- (a) Shift schedules shall be posted at least thirty (30) calendar days in advance in order to provide an employee with reasonable notice as to the shift they will be working. The shift as indicated in this schedule shall be the employee's scheduled hours of work.
- (b) If it is necessary to amend the posted schedule, NAV CANADA will make every reasonable effort to contact the employee affected by the amendment to advise them of the change at the earliest possible opportunity. If the employee has serious objections to the amendment, NAV CANADA shall make every reasonable effort to accommodate the employee provided that it will not result in any additional overtime payments than would have otherwise been the case if the employee had not been so accommodated.
- (c) An employee who is required to change their scheduled shift without receiving at least seven (7) days' notice shall be compensated at the rate of time and one-half (1 1/2) for all hours worked on the first shift on the revised schedule which are outside of the employee's original scheduled hours of work. Subsequent shifts worked on the revised schedule shall be paid for at the straight-time rate.

In addition to the above, where an employee's scheduled shift is changed with less than seven (7) days notice and the reason for the

change is due to circumstances within the control of the Company, time and one half (1-1/2) will be paid for all changed hours worked on the revised schedule which are outside of the employees' original scheduled hours of work

- (d) Once the current shift schedule is posted, the Employer will not unilaterally alter an employee's scheduled shift to accommodate a vacation leave or lieu leave request subsequently made by another employee.
- (e) Short change occurs when the period between the end of one shift and the beginning of the next is less than ten (10) hours.

NAV CANADA shall not schedule a short change, subject to the following:

With a minimum of 56 days notice prior to the posting of a new schedule the local Union in a unit (in towers) or a specialty (in ACCs) may select a short change in accordance with one of the options listed in (1) or (2) or neither. All operational staff in the unit/specialty will be on the same option.

1. the Employer may schedule a short change where the minimum time off between shifts is not less than eight (8) hours, no more than once during each employee's "work week" (see definition).
 2. the Employer may schedule a short change where the minimum time off between shifts is not less than nine (9) hours, no more than twice during each employee's "work week". Such reductions shall not occur consecutively.
 3. Employees, at their individual option, may elect short changes provided there are at least seventy-two (72) hours between the start of a short-changed shift and the start of the next short changed shift. Notwithstanding the above, at no time can a short change be less than eight (8) hours.
- (f) not schedule regular shifts other than 8 hours in duration
 - (g) ensure that the employee's first scheduled shift of a "work week" shall start later than 5:29 a.m. of the calendar day on which the "work week" begins. For clarity "first scheduled shift" refers to a day on which the employee is actually required to report to work in accordance with the schedule at the time of publication. With mutual agreement between the union and the manager at the local unit level this restriction may be modified.
 - (h) NAV CANADA shall not schedule split shifts

16.05 Shift Exchanges

- (1) Equally qualified employees may exchange shifts provided:
 - (a) the provisions of clause 16.04(e)(i) or clause 20.04 are not violated,
 - (b) the employees shall make every reasonable effort to provide a minimum of twenty-four (24) hours' advance notice of the change,
 - (c) the shift change receives the approval of NAV CANADA, which shall not be unreasonably withheld,
 - (d) it will not require the payment of overtime,
 - (e) once such an exchange of shifts has been approved, it will be the responsibility of the employees involved to report for duty in accordance with the approved revision,
 - (f) if there is a difference in the length of the shifts being exchanged, NAV CANADA will only consider the original scheduled shift length when balancing the hours of work,
 - (g) balancing of hours resulting from shift exchanges will be a private matter between individuals.
- (2) An employee may exchange their own scheduled shift with a vacant shift on the schedule in accordance with all of the following rules:
 - (a) the provisions of clause 16.04(e)(i) or clause 20.04 are not violated;
 - (b) the employee shall make every reasonable effort to provide a minimum of twenty-four (24) hours' advance notice of the change;
 - (c) the shift change receives the approval of NAV CANADA, which shall not be unreasonably withheld;
 - (d) it will not require any additional payment of overtime or time off in lieu;
 - (e) there is no negative operational impact;
 - (f) the employee requesting a shift exchange shall be responsible for arranging the replacement for their vacated shift if management determines it is required;
 - (g) the exchange must be completed on the current published schedule(s).

NOTE: At the sole discretion of NAV CANADA, the exchange set out above in Article 16.05(2) may also be approved in cases where the shift on the schedule is not a "vacant" shift.

16.06 Meal and Relief Breaks

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

16.07 Non-Control Positions

- (a) Shift cycles for employees in non-control positions shall be as follows:
 - (i) Four days on, starting on a Monday, followed by three days off; four days on, three days off; four days on, three days off; five days on, two days off; or
 - (ii) Four days on starting on a Tuesday, followed by three days off; four days on, three days off; four days on, two days off; five days on, three days off.
- (b) Hours of work and overtime for employees occupying non-control positions will be averaged over a 365 day period ending December 31st.
- (c) Hours of work for Ab-Initio Trainees prior to the beginning of operational training (on-job training or on-job skills consolidation) shall be 37.5 hours per week, five (5) days on and two (2) days off starting on a Monday.
- (d) Hours of work for NAV CANADA employees from other bargaining units undergoing ATC training will be the same as for Ab-Initio Trainees above.

16.08 Instructor Teaching Hours

For the duration of a course, the Company may schedule full-time IFR and VFR instructors to work overtime on any or all of their Friday days of rest (or Mondays, in the case of 4/3-4/3-4/2-5/3 cycles).

Instructors will not be required to provide formal instruction (be formally in contact with the students in a classroom, laboratory, or simulator environment) to students in excess of an average of twenty-five (25) hours per week over a twelve (12) month period. Such hours are part of the hours of work set out in clauses 16.01 and 16.07.

ARTICLE 17

PAY

- 17.01 Except as provided in this Article and relevant Letters of Understanding, the terms and conditions governing the application of pay to employees are not affected by this Agreement.
- 17.02 An employee is entitled to be paid for services rendered at the pay specified in Appendix "A" for the classification of the employee's substantive position.
- 17.03 (a) When an employee is required by NAV CANADA to perform the duties of a higher classification level, the employee shall be paid the pay of the higher level.
- (b) An employee required by NAV CANADA to assume the responsibility for air traffic control duties requiring the possession of a valid air traffic controller licence, or letter of authority, and which duties are the responsibility of a position classified at a higher level, shall be compensated as established in (a) above.
- 17.04 The additional compensation for employees required to perform duties or assume responsibilities in accordance with clause 17.03 shall be calculated as follows:
- (a) Determine the difference in the hourly rate between the employees' substantive position and the higher level position.
- (b) Multiply the result by the number of hours in each calendar month that the employee performed the duties of the higher level position. NAV CANADA will endeavour to make cash payment of compensation for performing higher level duties in the month following the month in which the higher level duties were performed.
- (c) If an employee is salary protected their additional compensation under this clause shall be 6.6% of their salary protected normal pay.
- 17.05 Where an employee, through no fault of their own, has been overpaid, NAV CANADA will, before recovery action is implemented, advise the employee of the intention to recover the overpayment. Where the amount of overpayment is in excess of fifty dollars (\$50.00) and where the employee advises their local management that the stated recovery action will create a hardship, arrangements will be made by NAV CANADA to limit recovery action to not more than ten percent (10%) of the employee's pay each pay period until the entire amount is recovered.
- 17.06 NAV CANADA will notify the Union in writing thirty (30) days in advance of the creation of any new jobs within the bargaining unit.
- 17.07 The pay increment date for an employee assigned to a position in the bargaining unit on promotion, demotion, or from outside NAV CANADA shall be the day

immediately following the completion of the pay increment period listed below as calculated from the date of the promotion, demotion, or assignment from outside NAV CANADA.

PAY INCREMENT PERIODS

<u>Level</u>	<u>Full-Time Employees</u>
ATC 00	No increments
ATC 1 to ATC 7 (inclusive)	52 weeks
AI-1 to AI-7 (inclusive)	52 weeks

Effective May 19, 2017, an employee assigned at a higher classification level shall retain their increment level and pay increment date. This includes Acting Pay, Temporary Assignment, Seniority Bids and promotions through the competitive process. Retaining an increment level shall only apply to CATCA employees transferring units or being promoted. It does not apply to new employees or members of other bargaining units entering CATCA. Employees are not entitled to the retaining of increments until after they are fully qualified and have been placed at the appropriate increment level through normal pay promotion rules.

17.08 On the Job Training Bonus

When a controller in a control tower or area control centre is required to provide training to another controller or controller-in-training who is actively controlling air traffic, and the trainee is operating on the authority of the air traffic control licence of the trainer, the trainer shall be entitled to receive the following amount for each hour so engaged. A fraction of an hour shall be paid on a prorated basis. The duration for such on-the-job training will be in accordance with unit standards for such training.

Effective April 1, 2019 - \$12.36 per hour
Effective April 1, 2020 - \$12.74 per hour
Effective April 1, 2021 - \$13.13 per hour
Effective April 1, 2022 - \$13.53 per hour

Data Systems Co-ordinators providing on the job training to controllers training to become Data Systems Co-ordinators in accordance with the unit standards for such training shall be entitled to receive the same amount as above for each hour so engaged. A fraction of an hour shall be paid on a prorated basis.

17.09 Operational Language Recognition Premium

Controllers required to provide control service in both official languages shall receive an annual premium to be paid monthly for each month that they earn ten days pay. The amount of the premium shall be:

Effective April 1, 2019 - \$1,030 per year
Effective April 1, 2020 - \$1,061 per year
Effective April 1, 2021 - \$1,093 per year
Effective April 1, 2022 - \$1,126 per year

ARTICLE 18
SUPERVISORY DIFFERENTIAL

- 18.01 A supervisory differential as established in Appendix "D", shall be paid to employees in the bargaining unit who encumber positions which receive a supervisory rating under the classification standard and who perform supervisory duties.

Effective March 31, 2006, this supervisory differential shall continue only for those employees who at that time are receiving the supervisory differential and who are in receipt of salary protection. If and when they move into the new classification system, their entitlement to the supervisory differential shall cease.

ARTICLE 19
ATC PREMIUM / OPERATIONAL FACILITY PREMIUM

- 19.01 In addition to all other entitlements the employee may be eligible to receive, each employee shall be paid a premium for each calendar month in which the employee has earned at least ten (10) days' pay, based on the formula:

Annual ATC Premium as specified in Appendix B to this agreement for the facility in which the employee is employed, divided by twelve (12).

NOTE: An employee undergoing training (ab initio) will not be entitled to the ATC Premium until qualified (initial checkout) at their first location. On check-out at that location, the employee shall be entitled to the ATC Premium of that location.

Any other employee who is entitled to an ATC Premium at a location and who moves to another location for the purposes of operational training will retain the ATC Premium for their originating location until qualification (checkout) at their new location, at which time they will be entitled to the ATC Premium corresponding to the new location.

Any employee who accepts a non-control, TMU or DSC position shall transition to the ATC Premium corresponding to that new position upon reporting to the new position.

Such premium shall not constitute a part of rates of pay for the purposes of this agreement.

- 19.02 Employees in a facility that comes into operation during the life of this agreement shall be paid an annual premium in an amount mutually agreed to by the parties.

Such amount will be paid on an interim basis pending the assignment of that facility to Appendix B.

Operational Facilities Premium (OFP) shall continue only for those employees who were in receipt of salary protection on March 31, 2006 subject to all the provisions of 19.01 and 19.02. If and when they move into the new classification system, their entitlement to OFP shall cease and they will receive the appropriate ATC premium.

ARTICLE 20

OVERTIME

20.01 Time worked by an employee in excess or outside of their scheduled hours of work shall be considered as overtime.

20.02 (a) All employees shall be paid for overtime worked by them at two (2) times their straight-time hourly rate, except as provided by LOU 2019-01.

Employees are entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee.

Employees at their request, shall be granted time off in lieu of overtime at the appropriate overtime rate. The employee and their supervisor shall attempt to reach mutual agreement with respect to the time at which the employee shall take such lieu time off. However, failing such agreement, such lieu time will be accumulated.

Where an employee requests time off in lieu of overtime, the employee must indicate this prior to the end of the month in which the overtime is worked.

Employees who have accumulated time off in lieu of overtime shall, upon request, be paid out any portion of this accumulated time off in lieu. Where an employee has not utilized accumulated time off in lieu of overtime by the end of the vacation year, the unused portion will be paid off at the appropriate overtime rate.

Time off in lieu of overtime not scheduled by March 31 of each year, may be subsequently requested by the employee until June 15 of the following leave year. Any remaining balance on June 15 will be paid out at the rate of pay in effect on March 31 of the prior leave year.

(b) Except as provided in clause 20.02(a) NAV CANADA will endeavour to make cash payment for overtime in the month following the month in which the overtime was worked.

(c) Where an employee works in excess of the regularly scheduled hours of work on a day that is a holiday, the employee shall be paid at two (2) times their straight-time hourly rate (except as provided by LOU 2019-01) for all hours worked in excess of their regularly scheduled hours.

20.03 NAV CANADA will endeavour to keep overtime work to a minimum and shall assign overtime equitably among employees who are qualified to perform the work that is required at the location concerned.

20.04 Except in an emergency, no employee in a control position shall work more than twelve (12) consecutive hours or more than nine (9) consecutive days.

ARTICLE 21
CALL-IN

21.01 Entitlement

When an employee is called in to work overtime that is not contiguous to the employee's scheduled shift, the employee is entitled to the greater of:

- (a) compensation at the applicable overtime rate,
- or
- (b) compensation equivalent to four (4) hours' pay at their straight-time hourly rate.

ARTICLE 22
SHIFT AND WEEKEND PREMIUM

- 22.01 (a) Employees will receive the following shift premium for each shift worked between the hours of 1600 and 2300:

Effective April 1, 2019 - \$12.36 per shift
Effective April 1, 2020 - \$12.74 per shift
Effective April 1, 2021 - \$13.13 per shift
Effective April 1, 2022 - \$13.53 per shift

- (b) Employees will receive the following shift premium for each shift worked between the hours of 2300 and 0800. Shifts worked between the hours of 2300 and 0800 in excess of 45 in the 12 month period from April 1 to March 31 shall be payable at 1.25 times the regular rate :

Effective April 1, 2019 - \$30.90 per shift
Effective April 1, 2020 - \$31.83 per shift
Effective April 1, 2021 - \$32.79 per shift
Effective April 1, 2022 - \$33.78 per shift

- 22.02 An employee who works four (4) or more hours during the periods specified above shall be paid the shift premium. If an employee works a shift where both premiums could apply only the higher premium shall be paid.

- 22.03 Employees will receive the following additional hourly premium (pro-rated for partial hours) for every regular non-overtime hour worked (including employer-required travel) between the hours of 2200 on Friday and 0600 on Monday

Effective April 1, 2019 - \$2.58 per hour
Effective April 1, 2020 - \$2.66 per hour
Effective April 1, 2021 - \$2.74 per hour
Effective April 1, 2022 - \$2.83 per hour

ARTICLE 23

TRAVEL

23.01 Method of Travel

Where an employee is required by NAV CANADA to travel to or from the employee's headquarters area as normally defined by NAV CANADA, the employee's method of travel shall be determined by NAV CANADA. However, if an employee wishes to use a different method, the employee's wish will not be arbitrarily refused provided that the method chosen is consistent with the purpose of the travel and does not entail additional costs.

23.02 Compensation

When required to travel, the employee will be compensated in the following manner:

- (a) On a normal working day on which they work and/or travels, the employee shall be paid:
 - (i) their regular pay for the day for a combined period of work and/or travel; and
 - (ii) at the applicable overtime rate for additional travel time in excess of the employee's regularly scheduled hours of work, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the applicable overtime rate in any day.
- (b) On a day of rest or on a general holiday, the employee shall be paid at the applicable overtime rate for hours travelled, to a maximum of sixteen (16) hours' pay at the applicable overtime rate;
- (c) Employees who travel on a general holiday which is a scheduled working day shall be paid at one and one half (1 ½) times their regular straight time rate of pay for the first 8 hours in accordance with 28.02. Any additional travel time shall be paid in accordance with 23.02(a)(ii).

23.03 Conditions

When an employee is required by NAV CANADA to travel to or from the employee's headquarters area as normally defined by NAV CANADA, the employee may in accordance with paragraph 23.01 above:

- (a) Elect to travel via scheduled air carrier at the most economical air fare or its equivalent; or
- (b) Be requested by NAV CANADA, or elect to use privately-owned transportation and be reimbursed at NAV CANADA requested rate in NAV CANADA's Travel Directive.

- (c) When the employee elects under paragraph (b) above to use privately-owned transportation, the employee shall be paid at the applicable rate for the time normally required to travel portal to portal by air carrier.
- (d) Employees traveling to or from Ottawa or the NAV Centre for temporary assignments in excess of five (5) days, whose headquarters area is in Newfoundland or the Pacific or Western Region, who elect to use privately-owned transportation under paragraph (b) above shall be allowed an additional day in which to travel and shall receive normal pay for that day. An employee travelling to or from Ottawa or the NAV Centre for temporary assignments in excess of five (5) days, whose headquarters is in the Pacific Region will be allowed a day with pay in addition to the day noted immediately above.
- (e) An employee who elects to use privately-owned transportation under paragraph (b) above shall be reimbursed at the rate shown in NAV CANADA's Travel Directive, or an amount equal to the most economical air fare including the normal airport limousine fares, whichever is the least, in lieu of travel expenses. For the purposes of travel to the NAV Centre, the equivalent value for limousine fares from Ottawa or Montreal airports shall be fifty dollars (\$50.00) each way.

23.04 Hotel Directory

When an employee requires hotel accommodation, the employee will select a hotel that has been approved and is listed in the NAV CANADA Hotel Directory. They will choose accommodation which their supervisor agrees is convenient for the purposes of the travel and which does not require unnecessary related transportation costs. Where the work site is an airport, transportation costs between the airport and the hotel which do not exceed the official airport limousine fares shall not be deemed to be unnecessary related transportation costs.

23.05 Application of Travel Program

Except as may be modified in this agreement, employees shall be reimbursed for all travel expenses in accordance with the current NAV CANADA Travel Program.

ARTICLE 24

SICK LEAVE

- 24.01 An employee shall earn sick leave credits at the rate of ten (10) hours for each calendar month for which that employee receives pay for at least ten (10) days.
- 24.02 An employee is eligible for sick leave with pay when the employee is unable to perform their duties because of illness or injury provided that:
- (a) the employee has the necessary sick leave credits,
 - and
 - (b) the employee satisfies NAV CANADA of this condition in such manner and at such time as may be determined by NAV CANADA.
- 24.03 Unless otherwise informed by NAV CANADA before or during the period of illness or injury that a certificate from a qualified medical practitioner, registered midwife, licenced chiropractor, dentist, dental surgeon, orthodontist or optometrist will be required, a statement signed by the employee stating that because of this illness or injury the employee was unable to perform their duties shall, when delivered to NAV CANADA, be considered as meeting the requirements of clause 24.02(b):
- (a) if the period of leave requested does not exceed five (5) days,
 - and
 - (b) if in the period from April 01 to date, the employee has not been granted more than ten (10) days' sick leave wholly on the basis of statements signed by the employee.
- A certificate from a nurse practitioner, psychologist or physiotherapist shall be considered as meeting the requirements of clause 24.02(b) if the period of leave requested does not exceed three (3) days.
- 24.04 An employee is not eligible for sick leave with pay during any period in which the employee is on leave of absence without pay or under suspension.
- 24.05 Where the employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of 24.02, sick leave with pay may, at the discretion of NAV CANADA, be granted for a period of up to one hundred and twenty (120) hours subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- 24.06 The amount of sick leave with pay already credited to an employee by NAV CANADA at the time this agreement is signed shall be retained by the employee.

- 24.07 NAV CANADA agrees that in the event of an employer-initiated release for incapacity by reason of ill health, an employee may exhaust any remaining accumulated sick leave credits prior to their release.
- 24.08 Employees who hold or have held a valid air traffic controller licence and who resign, retire or die shall have their unused sick leave credits paid off at a rate of fifty percent (50%) of the employee's final rate of pay.

ARTICLE 25
INJURY ON DUTY LEAVE

- 25.01 Subject to clause 25.02, when an employee is injured in the performance of their duties, NAV CANADA shall grant the employee paid leave for such reasonable period as may be determined by NAV CANADA provided that:
- (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 agrees to remit to NAV CANADA any amount received by them 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.
- 25.02 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.

ARTICLE 26

OTHER LEAVE WITH OR WITHOUT PAY

26.01 General Provisions for Leave Request

In respect of any requests for leave under this Article, the employee, when required by NAV CANADA, must provide satisfactory validation of the circumstances necessitating such requests, in such manner and at such time as may be determined by NAV CANADA and confirmed in writing.

26.02 Bereavement Leave with Pay

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

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of five (5) calendar days beginning on the day the death occurs and ending six weeks after the latest of the days on which the funeral, burial or memorial service occurs. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for that employee. When circumstances dictate, the period of leave may be taken in one or two periods, neither of which shall be less than one day. In addition, the employee may be granted up to a total of three (3) days' leave with pay for the purpose of travel related to the death.
- (b) An employee is entitled up to one (1) day's bereavement leave with pay related to the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt or uncle.
- (c) 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 26.02(a) and (b).

26.03 Maternity Leave Without Pay

Entitlement

- (a) Subject to the medical licensing requirements for air traffic controllers, 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 seventeen (17) weeks after the termination date of pregnancy.

- (b) NAV CANADA may require an employee to submit a medical certificate certifying pregnancy.
- (c) An employee may elect to use earned vacation leave, lieu days and compensatory leave credits before and/or after a period of maternity and/or parental leave.
- (d) An employee shall inform NAV CANADA in writing of their plans for taking leave with and without pay to cover their absence from work due to their 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.
- (e) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

Return to Work

- (f) After completion of six (6) months' continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides NAV CANADA with proof that they have applied for and is eligible to receive Employment Insurance benefits, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan (SEB).

At the employee's request, the payment referred to in clause 26.03(i) 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.

- (g) An applicant under clause 26.03(f) shall sign an agreement with NAV CANADA, providing:
 - (i) that they will return to work and work for a period of at least six (6) months less any period in respect of which they are granted leave with pay.
 - (ii) that they will return to work on the date of the expiry of their maternity leave, unless this date is modified with NAV CANADA's consent.
- (h) Should the employee fail to return to work as per the provisions of clause 26.03(g)(i) and (ii) for reasons other than death or lay-off, the employee recognizes that they are indebted to NAV CANADA for the amount received as maternity leave allowance.

Supplementary Employment Benefit Plan

- (i) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Benefit Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of one (1) week before receiving Employment Insurance maternity benefits, an allowance of one hundred per cent (100%) of their weekly rate of pay and their ATCP and/or OFP for this one (1) week waiting period less any other monies earned during this period, and
 - (ii) up to a maximum of sixteen (16) additional weeks' payment equivalent to the difference between the EI benefits the employee is eligible to receive and one hundred per cent (100%) of their weekly rate of pay and their ATCP and/or OFP less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
 - (iii) for a full-time employee, the weekly rate of pay referred to in this clause shall be the weekly rate of pay for their substantive position on the day immediately preceding the commencement of the maternity leave, and
 - (iv) where an employee becomes eligible for an annual increment or an economic adjustment during the benefit period, payments under this clause shall be adjusted accordingly.

Medical Fitness

- (j) In the event that an employee is assessed medically unfit due to pregnancy, prior to the termination of their pregnancy, NAV CANADA will give every reasonable consideration to assigning non-control duties to that employee for which they are qualified.

26.04 Leave Related to Birth or Adoption

NAV CANADA shall grant to an employee two (2) days' leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.

26.05 Marriage Leave

After the completion of one (1) year's continuous employment in NAV CANADA, an employee who gives NAV CANADA at least twenty (20) days' notice, shall be granted marriage leave with pay of not more than two (2) days, for the purpose of getting married.

26.06 Leave for Other Reasons

At the discretion of NAV CANADA, leave with pay may be granted when circumstances not directly attributable to the employee, including illness in the immediate family, as defined in clause 26.02, prevent the employee's reporting for duty. Such leave shall not be unreasonably withheld.

26.07 Other Leave without Pay

NAV CANADA may grant leave without pay for any purpose.

26.08 Court Leave with Pay

(1) Leave with pay shall be given to every employee, other than an employee already on leave without pay, on education leave, or under suspension who is required:

(a) to be available for jury selection;

(b) to serve on a jury;

or

(c) by subpoena or summons to attend as a witness in any proceeding 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 their position;

(iv) before a legislative council, legislative assembly or house of assembly, or national assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or

(v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

(2) Employees on a day of rest shall receive compensation at the straight time rate for attending subpoenaed inquiries related to an employee's work duties, less any witness fees received. If subpoenaed by the Employer, employees will be compensated in accordance with the overtime article. Employees on a day of rest shall not be entitled to compensation when subpoenaed by the Union.

- (3) Except in the case of emergency situations, employees who are required to serve on juries will not be scheduled to work on weekends that fall before or after a full week (Monday to Friday inclusive) in which the employee serves on jury duty.

26.09 Leave without Pay for the Care and Nurturing of Pre-School Age Children

The total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in NAV CANADA / the Public Service;

Employees may not, in a single leave year, submit requests under both Article 26.09(1) and 26.09(2) both of which include the period of June 15 to September 15 in whole or in part.

- 1) For a leave request of greater than 18 weeks or for a leave request of 18 weeks or less falling completely outside of the summer period of June 15 to September 15:

An employee shall be granted leave without pay for the care and nurturing of the employee's pre-school age children (including the children of the employee's spouse) in accordance with the following conditions:

- (a) an employee shall notify NAV CANADA in writing ten (10) weeks in advance of the commencement date of such leave, unless 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 nine (9) weeks;
- (c) leave granted under this clause for a period of more than twelve (12) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave;
- (d) time spent on such leave shall not be counted for pay increment purposes.

- 2) For a leave request of 18 weeks or less which falls in whole or in part within the summer period of June 15 to September 15

An employee may request leave without pay for the care and nurturing of the employee's pre-school age children (including children of the employee's spouse) in accordance with the following conditions:

- (a) An employee shall notify NAV CANADA in writing between March 1 and March 15 and notification of approvals shall be made within a reasonable period thereafter;

- (b) Leave granted under this clause shall be for a minimum of nine (9) weeks;
- (c) Care and nurturing leave may be declined due to operational requirements. In the event the Company invokes operational requirements, it shall only do so after a meaningful consultation between the Union's local representative, the Union RVP and the General Manager;
- (d) An employee may only request to take a care and nurturing leave period that ends on or before July 31st or that begins on or after August 1;
- (e) Time spent on such leave shall not be counted for pay increment purposes.
- (f) Where an employee requests Care and Nurturing Leave in a year in which their youngest child attains school age, the requirement to take a minimum of nine (9) weeks of leave is waived provided the period of leave starts on August 1st and ends on the date on which the child commences school.

26.10 Parental Leave Without Pay

- (a) An employee may request parental leave without pay at least four (4) weeks prior to the commencement of the leave or adoption and subject to sections (c) and (d) of this clause, shall be granted parental leave without pay for a period of up to sixty-three (63) weeks beginning on the date the leave commences and ending not later than seventy-eight (78) weeks after the date of childbirth or adoption.
- (b) NAV CANADA may:
 - (i) defer the commencement of parental leave without pay at the request of an employee;
 - (ii) require an employee to submit a birth certificate or adoption record of the child.
- (c) Parental leave without pay utilized by an employee-couple in conjunction with the birth or adoption of one child shall not exceed a total of seventy-one (71) weeks for both employees combined.
- (d) Leave granted under this clause shall be counted for the purpose of calculating severance pay and vacation leave entitlements. Time spent on such leave shall be counted for pay increment purposes.

26.11 Leave with Pay for Selection Process

An employee who participates as a candidate in a personnel selection process for a position in NAV CANADA shall suffer no loss of normal pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as NAV CANADA considers reasonable for the employee to travel to and from the place where their presence is so required. Should all or any portion of the aforementioned period occur on the employee's regularly scheduled day of rest, such time will be added to the employee's accumulated bank of "time off in lieu of overtime" (Article 20.02) at the straight-time rate in effect at that time, up to a maximum of the employee's normal scheduled daily hours of work.

26.12 Leave with Pay for Personal and Family-Related Responsibilities

- 1) For the purpose of this clause, family is defined as;
 - (a) the employee's spouse or common-law partner;
 - (b) the employee's father and mother and the spouse or common-law partner of the father or mother, the employee's foster father and foster mother;
 - (c) the employee's children and the children, grandchildren, brothers and sisters of the employee's spouse or common-law partner, the spouse of common law partner of the employee's children, a child to whom the employee or the employee's spouse or common-law spouse acted as foster parents, under the laws in force in each province;
 - (d) the employee's grandchildren;
 - (e) the employee's brothers and sisters and spouse or common-law partner of the employee's brothers and sisters, the employee's nieces and nephews and the spouse or common-law partner of the employee's nieces and nephews, the employee's aunts and uncles and the spouse or common-law partner of the employee's aunts and uncles;
 - (f) the grandfather and grandmother of the employee;
 - (g) the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother;
 - (h) any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.
 - (i) a person under the guardianship or care of the employee or the employee's spouse or common-law partner;

- (j) a person who is entirely or substantially dependent on the employee or the employee's spouse or common-law partner for ongoing care and attention.
- 2) If the employee has completed three (3) months of continuous service, NAV CANADA shall grant leave with pay under the following circumstances:
 - (a) carrying out responsibilities related to the health or care of any of their family members;
 - (b) carrying out responsibilities related to the education of any of their family members who are under 18 years of age;
 - (c) addressing any urgent matter concerning themselves or their family members;
 - (d) attending their citizenship ceremony under the Citizenship Act; and
- 3) The total leave with pay granted under sub clauses (2) (a)(b)(c) and (d) shall not exceed 5 days per year.
- 4) NAV Canada may, in writing, no later than fifteen (15) days after an employee's return to work, request that the employee provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

26.13 Compassionate Care Leave

Leave without pay shall be granted as per the Canada Labour Code for up to 28 weeks within a 52-week period to provide care and support to a gravely ill family member as defined under the Employment Insurance Act.

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

26.14 Domestic Violence Leave

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

- (a) Employees experiencing domestic violence, and who have been employed for at least three (3) months, will be able to access up to five (5) days paid leave and up to five (5) days of unpaid leave, which the employee may choose to take intermittently or in one continuous period.

This leave will be in available once per calendar year. This leave may be taken as consecutive or single days or as a fraction of a day.

- (b) This leave is in addition to the existing leave entitlements under the present collective agreement but is not in addition to that afforded under the Canada Labour Code.
- (c) An Employee may take Domestic Violence Leave for one or more of the following purposes:
 - (i) to seek medical attention for the Employee or the Employee's children in respect of a physical, emotional or psychological injury or disability caused by the domestic violence;
 - (ii) to obtain services from a victim services organization;
 - (iii) to obtain psychological or other professional counselling;
 - (iv) to relocate temporarily or permanently;
 - (v) to seek legal or law enforcement assistance, including preparing for or participation in any civil or criminal legal proceeding related to or resulting from the domestic violence;
- (d) The Employer may, in writing and no later than 15 days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation if it is reasonably practicable for the employee to obtain and provide it.

ARTICLE 27 VACATIONS

- 27.01 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 twenty (120) hours per vacation year if the employee has completed less than eight (8) years of continuous employment;
 - (b) one hundred and sixty (160) hours per vacation year if the employee has completed eight (8) years of continuous employment;
 - (c) one hundred and seventy-six (176) hours per vacation year if the employee has completed sixteen (16) years of continuous employment;
 - (d) one hundred and eighty-four (184) hours per vacation year if the employee has completed seventeen (17) years of continuous employment;
 - (e) two hundred (200) hours per vacation year if the employee has completed eighteen (18) years of continuous employment;
 - (f) two hundred and sixteen (216) hours per vacation year if the employee has completed twenty-seven (27) years of continuous employment;
 - (g) two hundred and forty (240) hours per vacation year if the employee has completed twenty-eight (28) years of continuous employment
- 27.02 An employee who has not received at least ten (10) days' pay for each calendar month of a vacation year will earn vacation leave at one-twelfth (1/12) of the rate referred to in clauses 27.01 for each calendar month for which they receive at least ten (10) days' pay.
- 27.03 An employee is entitled to utilize earned vacation leave with pay during their first six (6) months of continuous employment, subject to training and other operational requirements
- 27.04 Subject to operational requirements NAV CANADA shall make every reasonable effort to schedule an employee's vacation leave during the vacation year it is earned. Where in any vacation year NAV CANADA has not scheduled all of the vacation leave credited to an employee, the unused portion of the employee's vacation leave shall be carried over into the following vacation year.
- 27.05 Employees shall take vacation leave on the basis of the schedule being worked.
- 27.06 (a) The vacation year extends from April 1 to March 31 and vacation may be scheduled by NAV CANADA at any time during this period.

- (b) Local representatives of the Union shall be given the opportunity to consult with representatives of NAV CANADA on vacation schedules. Consistent with efficient operating requirements NAV CANADA shall make every reasonable effort to schedule vacations in a manner acceptable to employees.
- (c) It is agreed by the parties, in accordance with the intent of Article 27 that it is both appropriate and desirable that each employee utilize their full vacation entitlement during the vacation year in which such vacation entitlement is earned. However, an employee may elect, to carry forward into the next vacation year unused vacation and lieu leave up to a maximum of twenty-one (21) working days. The twenty-one days shall be reduced by the number of days, if any, carried over from the prior leave year.

Leave carry over shall also be subject to the following conditions:

- (i) that any vacation period carried forward from the previous vacation year and utilized by any employee does not disrupt vacation schedules in the current vacation year nor prevent another employee from taking their regularly scheduled vacation for that year;
- (ii) that the days which are carried over from the previous vacation year are taken at a time which is acceptable to both NAV CANADA and the employee;
- (iii) that an employee's vacation earned in the vacation year will be utilized before days carried forward from the previous vacation year;
- (iv) Where excess vacation and/or lieu leave credits exist at the end of the vacation year that cannot be carried over in accordance with Article 27.06(c), or which the employee elects not to carryover, the outstanding leave credits will paid off at the employee's straight-time rate of pay in effect at that time.

27.07 Where, in respect of any period of vacation leave, an employee is granted bereavement leave, the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by NAV CANADA, or reinstated for use at a later date.

27.08 Where an employee dies or otherwise terminates their employment after a period of continuous employment of not more than six (6) months, the employee or the employee's estate shall be paid an amount equal to the earned but unused vacation leave.

27.09 Subject to 27.10, where an employee dies or voluntarily terminates their employment or is terminated from employment after a period of continuous employment of more than six (6) months, the employee or the employee's estate shall, in lieu of earned but unused vacation leave, be paid an amount

equal to the product obtained by multiplying the number of hours of earned but unused vacation leave and (furlough leave) by the straight-time rate of pay applicable to the employee immediately prior to the termination of the employee's employment.

- 27.10 An employee whose employment is terminated by reason of a declaration that the employee abandoned their position is not entitled to receive the payment referred to in 27.09, unless the employee requests it within six (6) months following the date upon which the employee's employment is terminated.

27.11 Recall from Vacation Leave

Where, during any period of vacation leave, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by NAV CANADA, that they incur:

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

and
- (b) in returning to the place from which the employee was recalled if they immediately resume vacation upon completing the assignment for which they were recalled, after submitting such accounts as are normally required by NAV CANADA.

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

- 27.13 (a) NAV CANADA agrees to issue advance payments of net salary for vacation periods, provided six (6) weeks' notice is received from the employee in advance of the day payment is required.
- (b) Provided an employee has been authorized to proceed on vacation for the period concerned, advance payment of net salary shall be made prior to departure and shall consist of an estimated two (2), three (3), four (4) or five (5) weeks' net entitlement subsequent to the last regular pay issue.

Any overpayment in respect of such advance shall be an immediate first charge against any subsequent pay entitlement and shall be recovered in full prior to any further payment of salary.

ARTICLE 28 HOLIDAYS

28.01 Designated Holidays

The following days shall be designated 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) July 01;
- (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 no such day is so recognized, the first Monday in August;
- (l) Any other day that is proclaimed by law as a national holiday.

28.02 Work on Holiday

Where an employee works on a holiday the employee shall be paid at one and one-half (1 1/2) times their straight-time hourly rate for all regularly scheduled hours worked by the employee on the holiday.

28.03 Lieu Leave

- (a) On April 1 of each year, an employee shall be credited with eighty-eight (88) hours of lieu leave.

- (b) Lieu leave may be scheduled as an extension to vacation leave or as occasional leave and shall be charged against the lieu leave credits on an hour-for-hour basis.
- (c) Consistent with operational requirements and subject to adequate notice, NAV CANADA shall make every reasonable effort to schedule lieu leave at times desired by the employee.

For employees in non-control positions that are normally unstaffed on a holiday, NAV CANADA may schedule an employee's lieu leave on the holiday. In the event that the holiday falls on the employee's day of rest, lieu leave may be scheduled on the first scheduled working day following their day of rest.

- (d) Where in any vacation year an employee has not utilized all of the lieu leave credited to them, the employee may elect to carry forward into the next vacation year the unused portion of their lieu leave in conjunction with annual leave subject to article 27.06 (c).
- (e) Lieu leave earned in the vacation year will be utilized before lieu leave carried forward from the previous vacation year.
- (f) Any leave granted under the provisions of this clause in advance of holidays occurring after the date of an employee's separation or after they become subject to clause 16.08 shall be subject to recovery of pay.
- (g) Where an employee has received authorization for a period of leave of absence without pay of at least 365 days, they will not be credited with lieu leave as identified in Clause (a) above while on such leave. In such a circumstance, upon their return, the employee will receive lieu credits for those designated holidays (Article 28.01) remaining during that vacation year, at the rate of 8 hours per holiday. If the employee is on an authorized leave of absence without pay for a period of less than 365 days, they will be credited with lieu leave as if they had been at work.
- (h) Persons who become employees at some point after April 1st will receive lieu leave credits equivalent to the number of designated holidays that remain in that vacation year at the rate of 8 hours per holiday).

28.04 Absence on Qualifying Days

An employee who is absent without permission and who is not on sick or special leave on a designated holiday, on which they are scheduled to work, shall not be entitled to be paid for the holiday.

ARTICLE 29 TRAINING

29.01 NAV CANADA shall determine training requirements and the means and methods by which training shall be given and shall provide employees in control positions with adequate training and instruction on equipment and procedures prior to their introduction and refresher training, where appropriate.

29.02 Definitions

Familiarization Flights

A flight during which an employee may be permitted to visit the cockpit of the aircraft during a flight.

Unit Visit

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

Flight/Visit Period

The period commencing January 1, 2018 and each new period commencing at three-year intervals from that date.

IFR and Tower Units in USA FIRs

Originating FIR	Category 1 & 4 Controller Destinations	Category 3 & 5 Controller Destinations
Vancouver	Anchorage, Seattle, Oakland, IFR Units	Seattle, Portland, San Francisco, Oakland, and Anchorage Towers Honolulu Tower – Vancouver Tower only.
Edmonton	Seattle, Salt Lake City, Anchorage IFR Units	Seattle, Portland, Salt Lake City, and Anchorage Towers
Winnipeg	Salt Lake City, Minneapolis, Chicago IFR Units	Salt Lake City, Minneapolis, and Chicago Towers
Toronto	Chicago, Cleveland, Detroit, New York, Boston IFR Units	Chicago, Detroit, Cleveland, New York, and Boston Towers
Montreal	Cleveland, Detroit, New York, Boston IFR Units	Detroit, Cleveland, New York, and Boston Towers
Moncton	Boston, New York IFR Units	Boston and New York Towers
Gander	Boston, New York IFR Units	Boston and New York Towers

Long Range Flight Units

Honolulu
London
Paris
Frankfurt
Amsterdam

Domestic Flight

A flight to a unit located in Canada or the U.S.A.

Long Range Flight

A flight to a unit located outside North America and contained in the definition of Long Range Flight Units.

- 29.03 (a) NAV CANADA shall provide familiarization flights to all employees having three (3) or more years' continuous service as a licenced air traffic controller who are listed in Appendix C to this agreement except those employees who are in receipt of Short or Long Term Disability benefits.
- (b) Eligible employees will be entitled to one (1) return flight involving not more than three (3) days' absence from their normal place of duty during each Flight/Visit Period. Controllers from the Gander Area Control Centre shall be entitled to four (4) days' absence if visiting both London and Prestwick in accordance with (c) below. Employees will be considered as being on duty for each of the days scheduled as part of the flight/visit, but these days are not required to be consecutive.
- (c) Where the employee is entitled to a Long Range Flight one may be selected every six years {two (2) Flight/Visit periods} and will normally be alternated with a Domestic Flight. Controllers from the Gander Area Control Centre will be allowed to continue the practice of visiting London and/or Prestwick control facilities as part of such a Long Range Flight.
- (d) The destination chosen by the employee in accordance with this article shall normally be approved, except where NAV CANADA for operational reasons determines that a different destination is appropriate. Employees shall not normally be authorized to visit the same city on successive flight/visits.
- (e) The scheduling of requested familiarization flights and the determination of the flight(s) upon which the employee will travel are the responsibility of NAV CANADA. Canadian Flag Carriers will normally be used.
- 29.04 (a) Travel costs associated with days the employee is on duty during a flight/visit will be paid for a maximum of two (2) nights and three (3) days

in accordance with the NAV CANADA Joint Council Travel Directive. Controllers from the Gander Area Control Centre visiting London and Prestwick will be allowed expenses for three (3) nights and four (4) days.

- (b) The most economical airfare will be selected. Seat sales or other discount flights may be selected at the discretion of NAV CANADA.
- (c) The provisions of clause 20.01 do not apply to on-duty days described in clause 29.03(b).

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

ARTICLE 30 LICENCING

30.01 Licencing Fees

- (a) NAV CANADA shall reimburse an employee for their payment of fees incurred in obtaining and maintaining a Medical Certificate or its replacement, including but not limited to electrocardiograms, specialists' results and X-Rays, provided the employee requires a Medical Certificate for the performance of their duties.
- (b) Operational requirements permitting, an employee is protected against any loss of normal pay in order to undergo such examinations including reasonable expenses for necessary travel outside of the employee's headquarters area.
- (c) NAV CANADA shall reimburse an employee for their payment of fees incurred in obtaining and maintaining an Air Traffic Control licence or endorsement.

30.02 Continuation of Employment where Medical Lost

NAV CANADA shall continue past practice in giving all reasonable consideration to continued employment in NAV CANADA of a Controller who loses their licence for medical reasons.

30.03 Payment of Relocation Expenses for Alternate Employment with NAV CANADA

If a Controller who has lost their licence for medical reasons is offered alternate employment in NAV CANADA at another geographic location, NAV CANADA shall bear the cost of removal expenses in accordance with then current Company Regulations.

30.04 Delays in Receipt of Medical Certificate

Where there are delays, not attributable to the employee, in the receipt of a controller's Medical Certificate a controller will not suffer any loss of normal pay provided that the Controller:

- (a) successfully undergoes all the required medical examinations for renewal of their Medical Certificate; and
- (b) produces proof to their supervisor prior to the first working day following the expiry date of their Medical Certificate that such examinations were successfully undertaken; and
- (c) notifies local management, in writing, between twenty-five (25) and fifteen (15) days prior to the expiration of their Medical Certificate

extension of any delay in the receipt of their new Medical Certificate so that corrective action may be taken. In the event that the controller is on approved leave during the period above, they will normally provide this notification to local management prior to proceeding on such leave.

It is understood that notwithstanding the above, the Controller shall make every reasonable effort to secure the Medical Certificate.

- 30.05 Employees are required to immediately notify the Employer if they receive any information from Transport Canada, the Regional Aviation Medical Officer (RAMO) and/or a Civil Aviation Medical Examiner (CAME) that might restrict or effect their medical certificate or ability to control air traffic.

ARTICLE 31

SENIORITY

31.01 Seniority

Seniority shall be defined for all purposes as the length of service in the bargaining unit, except as otherwise specified in this Article.

31.02 Acquisition of Seniority

An employee shall not acquire seniority until such time as they have successfully completed the probationary period.

31.03 Calculation of Seniority

- (a) For employees who were members of the bargaining unit as of March 31, 2001 (and who have maintained continuous service since that date), seniority shall be defined as follows:
 - (i) Seniority is the continuous service of an employee with NAV CANADA from their last date of hire or, in the case of an ab-initio trainee, the date the employee reports to their first unit following their successful completion of the course in air traffic control given by the NAV CANADA Training Institute.
 - (ii) The seniority of a “designated” continued employee shall be the employee’s continuous service with NAV CANADA in addition to their continuous employment as an employee engaged in the public service as defined in the Public Service Staff Relations Act (R.S.C.; c. P-35 S. 1) as at November 1, 1996. It is agreed that the continuous employment of these “designated” employees referred to above who were employed in any department or organization mentioned in any version of Part 1, Schedule I under the said Act prior to November 1, 1996 shall be covered.

Designated employees are entitled to count CAF service for continuous employment purposes if they meet all the following conditions:

- performing duties on an ongoing basis
- has an honourable release from the CAF and was appointed to the Public Service within three months from the day on which they were so released; and
- has made a valid election to contribute to the pension plan for CAF service.

- (b) For all other employees who have been members up to and including March 31, 2013, seniority shall be the most recent date upon which the employee joined the bargaining unit. The employee will acquire this seniority date retroactively upon successful completion of the probationary period. The date shall be the earlier of:
 - (i) The date the individual received a certificate of successful completion of a course in ATC
 - (ii) The date the individual reported to their first unit.
- (c) For employees hired on or after April 1, 2013, seniority shall be the most recent date upon which the employee joins the bargaining unit. The employee will acquire this seniority date retroactively upon successful completion of the probationary period. The date shall be the earlier of:
 - (i) The date the employee successfully completes a basic airport (VFR) course or Generic Terminal or Generic IFR course in air traffic control given by NAV CANADA.
 - (ii) The date the individual reports to their first unit.
- (d) An employee shall continue to accumulate seniority during any absence due to industrial or non-industrial accident or illness, lay-off until the right of recall expires, paid leaves of absence, unpaid authorized union leave, care and nurturing leave, maternity and parental leave, compassionate care leave and other unpaid authorized leave of absence. In the latter case, seniority shall only continue to accumulate for a maximum period of twelve (12) consecutive months.
- (e) An employee not able to perform their regular ATC duties due to medical reasons will continue to accumulate seniority.
- (f) In the event of employees having identical seniority, the tie will be broken by reference to total service with NAV CANADA, including, for those employees both "Designated" and "Continued" as defined in this collective agreement, their continuous employment, if any, as employees engaged in the Public Service. Any tie remaining will be resolved by a random draw.
- (g) Where an employee fails to accumulate seniority in accordance with the collective agreement and as a result another employee achieves exactly the same seniority level, the latter employee shall remain junior to the former on the seniority list.

31.04 Loss of Seniority and Employment

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

- (a) is dismissed for just cause and is not reinstated by agreement of the parties or by virtue of an award by an arbitrator;

- (b) retires;
- (c) resigns;
- (d) on the recall list fails, without valid reason, to report to work within five (5) days following the sending of a written notice of recall to the employee's last known address and a copy to the Union;
- (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 layoff and accepts in writing any NAV CANADA departure incentive program which may have been offered to the employee by NAV CANADA.

31.05 Seniority List

NAV CANADA shall prepare a national seniority list in accordance with this Article 31 and provide the list to the Union, while making it readily accessible to all employees in the bargaining unit, within ninety (90) days of the signing of the Collective Agreement. Any proposed change to the seniority of an employee on the seniority list must be submitted to NAV CANADA by or on behalf of the employee affected within the following ninety (90) days. A final list shall be prepared and agreed upon and shall form the basis for subsequent seniority lists. NAV CANADA shall provide the Union with updated seniority information on a semiannual basis.

- 31.06 Any loss of seniority (other than removal from the seniority list altogether) in accordance with this Article 31 shall be indicated on the seniority list by adjusting the employee's seniority date to reflect the amount of time lost.

ARTICLE 32 STAFFING

32.01 Principles Applicable to Staffing Provisions

The staffing provisions in this article apply to any new position within the bargaining unit and to any position within the bargaining unit that is vacant for a period in excess of nine (9) months. The following principles apply to the staffing process:

- (a) NAV CANADA shall fill any vacant position where it intends or seeks to have the duties and responsibilities of that position performed by any employee who is a member of the bargaining unit;
- (b) the staffing process to be used to fill positions other than those found in Article 32.07 is limited to that provided for in the present collective agreement in the following order:
 - 1. National and/or Interim Bid Process
 - 2. Deployment to a different location
 - 3. Ab-initio placements subject to Article 32.26
- (c) where practical, staffing of positions shall be from within the bargaining unit; and
- (d) subject to (c), any external hiring will be limited to entry level positions.

32.02 Determination of Position Requirements

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

32.03 Temporary or Term Employee

- (a) Any temporary or term employee who has completed one term of nine (9) months or more or two consecutive terms adding up to nine (9) months or more of service shall if they are to remain in the service of NAV CANADA be subject to the probationary period provided for in the present collective agreement. Upon completion of the probationary period, the employee's seniority shall be retroactive to the last date of hire as a temporary employee. Consecutive terms shall include two (2) terms separated by a break in employment of one (1) month or less.
- (b) Prior to filling a position or project with a temporary or term employee, NAV CANADA will notify the Union's regional representative of the

position or project the temporary or term employee is being placed into and the anticipated length of the appointment.

- (c) A temporary or term employee shall not be eligible to apply on positions filled through Article 32.06 and Article 32.07

32.04 Deployment

Deployment shall not have a negative impact on employees affected by deferrals in the same unit or specialty.

The assignment of work and the movement of employees at the same level in a location shall be at the discretion of NAV CANADA.

NAV CANADA may transfer an employee into a location for an assignment to a position at the same or lower level if such action does not create a position vacancy to be staffed under the present Article in the employee's former location. In the case of transfer, the employee may refuse the assignment.

32.05 Priority Placement

Prior to the application of any selection process NAV CANADA shall seek to fill the vacant position by an employee eligible for priority placement.

NAV CANADA shall review each category in the order set out below and determine if at the location where the position vacancy occurs there is an eligible employee. If no eligible employee is identified, NAV CANADA shall apply the process on a Flight Information Region (FIR) basis. If the vacant position is a non-supervisory ATC Level 4, 5 or 6 control position and no eligible employee has been identified at the location or in the FIR, NAV CANADA shall apply subparagraphs (1) and (2) of the process on a national basis.

The order of categories is as follows:

- (1) Qualified employees who have received notices of lay off (surplus) or who have been declared vulnerable;
- (2) Qualified employees on lay-off and retaining recall rights;
- (3) Qualified employees returning from leaves of absence of 12 months or more;
- (4) Employees who within the previous 12 months, had applied for and been previously deemed qualified for the same position in a competitive process.

Only employees at the same or higher level than the vacant position shall be considered under the present paragraph. (Excluding subclause 4)

32.06 Staffing of Non-supervisory Control Positions through the National or Interim Bid Program via Transfer Down or Seniority Bid

If following the application of paragraph 32.05 the non-supervisory position still remains to be filled, it shall be filled under the National or Interim Bid Program.

- (a) All members of the bargaining unit including those on the recall list may participate in the Program except that, for the purposes of Seniority Bid only, employees who occupy positions at the ATC 7 levels are only eligible to participate in the Program provided that the position for which they will be training is at the ATC 6 level.

For the purposes of this subparagraph, the level of a laid off employee is the level that the employee held at the time of their layoff.

- (b) Non-Eligible Employees

Employees in the following situations shall not be eligible to apply:

- (i) when the training program will commence within three (3) years following the date:
 - (1) the individual had refused an offer of a training opportunity from Article 32.10 which would start within one (1) year;
 - (2) the individual had withdrawn after accepting a formal training offer from Article 32.10, which contains a starting date which is deferred for more than one (1) year;
 - (3) on which training was terminated either for withdrawing from or for failing to successfully complete any portion of a non-supervisory training program for a control position pursuant to clause 32.06;
 - (4) of commencement of a training program for a position at their former unit where they were unable to maintain unit standards;
 - (5) of having qualified in a control position through the National or Interim Bid Program;
 - (6) of having reported to a position staffed through the competitive process.
- (ii) within two (2) years of having qualified in a control position as a new employee in the bargaining unit.
- (iii) Any employee who has had three (3) failed attempts at the seniority bid program will be ineligible to seniority bid for the rest of their career with NAV CANADA. Employees who have had

three (3) failed attempts as of January 29, 2020 will be afforded one last opportunity. An employee who withdraws from training at any point after having accepted a bid will be assessed a penalty of two failed attempts towards this clause.

NOTE 1: Employees will be deemed eligible to apply if they will become eligible prior to the commencement of the training opportunity advertised in the National Bid or an Interim Bid.

NOTE 2: The period of ineligibility referred to in clause (i) and (ii) above shall be deemed to end on the first day of the month in which the three- or two-years elapse.

(c) Employees whose names remain on the list of applicants and locations on the National Bid process as described in clause 32.10, and who have not yet received an offer of a training opportunity in any Bid process for that year, remain eligible to participate in all bid processes run for training opportunities during that year.

(d) Additional conditions of the Transfer Down portion of this Program are as follows:

(i) Eligibility

Controllers and supervisors are eligible to participate in a Transfer Down, provided an applicant will have at least six (6) years seniority at the date the training program will commence, and the position applied for is a lower level Control Position.

(ii) Single Relocation for Transfer Down During Career

Employees who utilize the Transfer Down provision will be entitled to a Company-paid relocation only once during their career with NAV CANADA including their employment with Transport Canada, if applicable. The single relocation shall only apply to transfer downs.

(iii) Salary Level Adjusted

On commencement of training, the salary level of the successful applicant shall be adjusted to reflect the level of the lower level Control Position

(iv) Loss of Technical Proficiency

Failure to qualify in a lower level control position shall not be considered loss of technical proficiency.

(v) Position Not Protected

An employee's former position will not be protected during the training period.

(vi) Alternate Position

In the event that the employee fails to qualify at the lower level unit, every effort will be made to place them in a suitable position.

In the event that the employee returns to their former position at their former work location, they will return to their previous salary level.

32.07 Staffing of Data Systems Co-ordinator (DSC), Traffic Management Unit (TMU), Supervisory and Non-Control Positions through Competitive Staffing Provisions

The following conditions apply to the staffing of DSC, Traffic Management Unit (TMU), supervisory and non-control positions:

(a) Contents of Posting

A job posting for a supervisory and non-control position shall include the following information:

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

Should the company decide to cancel the competition a posting will be sent via the same distribution means as the original posting as well as being sent to all those who had already applied, announcing the cancellation of the competition and the rationale.

(b) Eligible Employees

All employees in the bargaining unit and those persons on the recall list not eligible for priority placement are eligible to compete for positions where the Competitive Process applies where the following conditions are met:

- (1) the employee occupies a position in the area of selection included on the posting; Specifically, for TMU positions, the area of selection will be national. Specifically, for permanent UOS positions, the area of selection will be regional.
- (2) the employee has not refused or abandoned a non-control or Data Systems Co-ordinator position at the same level during the preceding 36 months.
- (3) Specifically for DSC positions, qualified employees occupying permanent positions at Head Office, the TSC, the Sim Centre and Automation Instructors will be deemed to be in the "area of selection" and therefore can apply on the DSC competitions. In this instance, "qualified" means the employee possesses an ATC licence with an IFR endorsement.

32.08 Employee Qualifications

An employee is deemed qualified in any staffing process if the employee meets the position requirements set out in Article 32.02.

32.09 Selection under Transfer Down Program, Seniority Bid and Competitive Staffing

- (a) In the case of a non-supervisory control position, NAV CANADA shall select for training from among the candidates the senior qualified employee.
- (b) In the case of a Data Systems Co-ordinator, supervisory and non-control positions, the qualified candidate who best meets the position requirements shall be selected. When two (2) or more qualified candidates are equal, the most senior will be selected. Candidates unsuccessful in a competition held under the Competitive Staffing Provisions, shall be granted a post interview de-brief, if requested by the employee.

32.10 Posting/Selection Requirements

During the month of June every year NAV CANADA will publish a new list of anticipated training opportunities by location and specialty that will be staffed through the National Bid Program for the upcoming calendar year. Eligible employees interested in these or any other possible training opportunities will be required to submit a prioritized listing of not more than four (4) locations (may be Specialty specific) of their choice. NAV CANADA will publish this list of locations and applicants for a period of two (2) weeks, during which time these employees will have the opportunity to withdraw their names from the list. Thereafter, NAV CANADA shall select employees for such available training opportunities from this list. Employees who have not received an offer under this program may withdraw their bid at any time without penalty. Where an employee must be deferred in accordance with Clause 32.11, NAV CANADA may assign the training opportunity to ab-initio employees.

If a vacancy does occur in a position after the list has been published and for which employees have not indicated a preference, the employer may either run an Interim Bid or fill the vacancy with an ab-initio.

Any postings for vacant Data Systems Co-ordinator, supervisory and non-control positions shall be posted for at least fourteen (14) days. The posting shall include any of the appropriate information referred to in paragraph 32.07(a) above.

32.11 Deferred Training

A successful applicant shall be assigned to the training program for the position under the National or Interim Bid Program unless NAV CANADA determines that releasing the employee from their position will create an immediate staff shortage. A "staff shortage" is defined as a situation where the departure of the successful applicant from their unit would result in the number of qualified controllers, including Unit Operations Specialist (UOS), being reduced by more than:

- (a) one controller, at units/specialties with a control requirement of eight (8) or less; or
- (b) two controllers, at units/specialties with a control requirement of nine (9) to fourteen (14); or
- (c) three controllers, at units/specialties with a control requirement of fifteen (15) to forty (40); or
- (d) four controllers, at units/specialties with a control requirement of greater than forty (40).

32.12 Procedures in Event of Delay

The following procedures shall apply in the event that the filling of a position staffed by the National or Interim Bid Program is delayed:

- (a) NAV CANADA shall immediately notify the Union that it intends to rely on paragraph 32.11 to delay the employee's entry into the training program and such notification shall include the facts demonstrating the staff shortage; and
- (b) the parties shall develop an action plan to permit the release of the affected employee at the earliest possible date.
- (c) an employee who accepted a training offer and whose deferral date at the time of the publication of the National Bid Program is greater than two (2) calendar years, will have the opportunity to withdraw from their training offer without penalty.

32.13 Training Period

A successful applicant under either the National or Interim Bid Program shall be entitled to a reasonable training period in which to qualify.

32.14 Return Rights

- (a) A successful applicant under either the National or Interim Bid Program (excluding Transfer Down) or the competitive process for Supervisory control positions shall retain their position during training. Such "return rights" shall be extinguished at the date on which the successful applicant qualifies in the new position.
- (b) A successful candidate for Data Systems Co-ordinator and non-control positions shall have a sixty (60) day period of "return rights" following their report to the new position, subject to the following:
 - (i) the return rights period may be extended by mutual agreement;
 - (ii) no relocation expenses shall be paid during the return rights period unless mutually agreed otherwise. In the latter case the return rights shall be extinguished;
 - (iii) the employee shall receive travel expenses in accordance with the NAV CANADA Joint Council Travel Guidelines during the return rights period.

32.15 Advice to and Response of Selected Employee

- (a) The selected applicant under the Staffing process shall be advised in writing of the following:
 - (i) the nature of the training program;
 - (ii) the commencement date and duration of any training or, in the absence of any training requirement, a familiarization period and the commencement date to begin performing the duties of the position;

- (iii) description of the employee's return rights if any.
- (b) The employee shall have a maximum of nine (9) calendar days to respond to the notice.

32.16 Travel and Relocation Expenses

Selected employees assigned to a position or training in a new location shall be eligible for authorized travel and relocation expenses in accordance with the NAV CANADA Joint Council Travel and Relocation policies and the special provision for air traffic controllers undergoing operational training.

32.17 Positions Not Subject to Staffing Procedures

Positions to be filled while the incumbents are absent for whatever reason and where they retain a return right shall not be subject to staffing procedure under the present article.

32.18 Projects and Temporary Positions

The positions referred to in paragraph 32.17 and temporary positions required for special projects and urgent temporary needs may be filled at NAV CANADA's discretion by regular or temporary employees.

32.19 Requalification

Employees exercising return rights shall be subject to the successful completion of any required training and endorsement.

32.20 Return Notice from Leave of Absence

Within sixty (60) days prior to the expiry of an authorized leave of absence of twelve (12) months or more, the employee shall advise NAV CANADA in writing of their desire to return to work.

32.21 Level Changes

- (a) In the event that a position at a given location is modified to the extent that an increase in level is required, the employee presently filling the position, if qualified, may be assigned to the higher level. If necessary, the employee may be provided with a familiarization period.
- (b) In the event that the modification results in a lower level, the employee presently filling the position may request to remain in the position at the lower level or be subject to the provision of Article 33 Employment Security. In the former case, the employee's salary shall be salary protected.

32.22 Probationary Period

For all Air Traffic Controllers-in-training in Control Towers, the employee shall be a probationary employee from the date they report to their first unit until such time as the employee has been fully qualified at a unit.

For all Air Traffic Controllers-in-training in Area Control Centres, the employee shall be a probationary employee from the date they report to the specialty-specific Training phase at their first unit until such time as the employee has been fully qualified at a unit.

32.23 Second Language Proficiency

Notwithstanding paragraph 32.22, an employee hired on the basis that they will acquire a second official language during employment will be deemed to be on probation until such time as the employee has successfully met the condition. In this case the probationary period may be extended by NAV CANADA by a period equivalent to the accumulated regular work time taken by the employee in language training.

32.24 Ab-initio Trainees

Ab-initio trainees who have not been issued a certificate of successful completion of a course in air traffic control given by NAV CANADA shall not be governed by the present collective agreement. On the date of successful completion of a basic airport (VFR) course or Generic Terminal or Generic IFR course in air traffic control given by NAV CANADA, an ab-initio trainee shall become an employee in the bargaining unit.

32.25 Definition of Location

A location, for the purpose of Article 32 Staffing and Article 33 Employment Security, is identified by the premises where the employee normally works or the organizational entity to which the employee is attached.

32.26 Training Opportunities

In the case of vacancies for ACC positions, NAV CANADA shall endeavor to provide fifty percent (50%) of the training opportunities to eligible employees on the seniority list.

32.27 List of Permanent Positions

Once during the first twelve months from the signing of this agreement, and every year thereafter, NAV CANADA shall provide the Union with a list of all permanent positions within the bargaining unit.

ARTICLE 33 EMPLOYMENT SECURITY

33.01 Early Identification of Surplus Situations

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

- (a) potential job displacement situations include lack of work, facility closure, economic downsizing, technological change, organizational change, contracting out, or any other action that may result in a job displacement situation; and
- (b) where NAV CANADA identifies potential job displacement situations it shall notify in writing the Union at the national level at the earliest possible opportunity.

33.02 Meaningful Union/NAV CANADA Consultation

Meaningful Union/NAV CANADA consultation shall begin:

- (a) following notice to the Union of potential job displacement and prior to any letters of vulnerability being given to any employee;
- (b) with the intent to minimize adverse consequences of job displacement, and resolve surplus situations without layoff, through the development of a human resource transition plan if the number of employees affected is ten (10) or more or if all the employees in a location are affected. Any human resources plan so developed shall be provided to the Union. Areas of consideration by NAV CANADA shall include, but are not limited to the following:
 - (1) elimination of casuals and term or temporary employees;
 - (2) voluntary methods, including job exchange, transfers to vacant positions at equivalent levels, and retraining;
 - (3) alternate work arrangements, including job sharing and part-time;
 - (4) leaves of absence;
 - (5) seeking voluntary separation through NAV CANADA's departure incentive program (See Appendix F).
- (c) seniority shall be applied where possible when two (2) or more employees at the same level are qualified for an available position identified under paragraph (b) above.

33.03 Opportunities for Employees to be Considered for Other Employment Vacancies

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

- (a) vulnerable employees will be sent formal notice of their vulnerable status and options will be explored with the employee on an individual basis and such discussions shall take place within thirty (30) days of receipt of notice;
- (b) the employee shall receive a formal notice of surplus status at least six months prior to layoff date (surplus period), copied to the Union; and
- (c) in the event that two (2) or more employees at the same level and location are vulnerable or surplus and all cannot be assigned under the present article or Article 32.05 Priority Placements, lay-off shall be by reverse order of seniority.
- (d) 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 layoff with recall rights, or accept a NAV CANADA departure incentive program. NAV CANADA reserves the right to offer a departure incentive program during the surplus period. An employee with fifteen (15) or more years of continuous service shall not be required to accept an assignment that would require the employee to relocate. In this last case if the employee refuses the assignment they shall remain eligible for a NAV CANADA departure incentive program or lay-off with recall rights.

33.04 Decline of Reassignment or Departure Incentive

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

33.05 Position Exchange Provision

- (a) 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, the position, level and requirements, its location and costs. The employee accepting termination shall be entitled to the NAV CANADA departure incentive program.
- (b) In the event that layoff at a particular location is the result of technological change NAV CANADA will accept the offer of resignation by an equally qualified employee at that location for the purpose of providing a position and continued employment to the person subject to

layoff. The employee accepting termination shall be entitled to the NAV CANADA departure incentive program.

- (c) In the event that layoff not confined to a particular location is the result of technological change NAV CANADA will accept the offer of resignation by an equally qualified employee for the purpose of providing a position and continued employment to the person subject to layoff. The employee accepting termination shall be entitled to the NAV CANADA departure incentive program.

33.06 Unsuccessful in Training

A surplus employee unsuccessful in training shall be eligible for the option provided for in paragraph 33.03 (d) above. In this case the training period is deemed to be included in the surplus period. However, if the training period extends beyond the surplus period, the notice of surplus is deemed to have been extended. If the employee decides to remain with NAV CANADA during the balance of their surplus period, the employee shall remain eligible for a position assignment under the original plan.

33.07 Recall

Recall to a position shall be by order of seniority among the qualified employees laid off from the same or higher level and in accordance with Article 32.05 (Priority Placements). Relocation expenses shall be paid to a recalled employee as required.

33.08 Training for Recalled Employees

A recalled employee who is unsuccessful in training shall be laid off. In this case the original recall period shall not be extended.

33.09 Employment Ceases

An employee who accepts the NAV CANADA departure incentive payment or, who refuses recall under paragraph 33.07, shall cease to be an employee of NAV CANADA.

33.10 Application of Collective Agreement to Laid Off Employees

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

33.11 Incumbent's Rights

An employee who occupies a unilingual position that NAV CANADA designates bilingual by its own action or to meet statutory requirements and who does not meet the second language requirement, or an employee who does not meet a higher second language proficiency standard for the position set by NAV CANADA or through statutory requirements, shall be entitled to reassignment to a position at the same level in the region with relocation

expenses in accordance with the NAV CANADA Joint Council Relocation Policy. If no position at the same level in the region is available, the employee may elect to accept an assignment in another region with relocation expenses or accept the NAV CANADA departure incentive program. The employee shall be considered a vulnerable or surplus employee for purposes of the priority placement provisions in Article 32.05. If the employee is not reassigned or does not accept the NAV CANADA departure incentive program they shall be subject to lay-off.

33.12 Contracting Out

In the event of contracting out, a surplus employee shall be entitled to reassignment to a position at the same or lower level in the region with relocation expenses. If no position at the same or lower level in the region is available and regardless of the level of the employee's position, the employee may elect to accept an assignment to a vacant position at the same or lower level in another region with relocation expenses or accept the NAV CANADA departure incentive program. If the employee is not reassigned or does not accept the NAV CANADA departure incentive program they shall be subject to lay-off.

ARTICLE 34
SEVERANCE PAY

34.01 Under the following circumstances and subject to clause 34.02, an employee shall receive severance benefits calculated on the basis of their weekly rate of pay:

(a) **Lay-Off**

- (i) On the first lay-off, at the expiry of the twelve (12) month recall period, two (2) weeks' pay for the first complete year of continuous employment with NAV CANADA since November 1, 1996, and one (1) week's pay for each additional complete year of continuous employment with a maximum benefit of thirty (30) weeks' pay.
- (ii) On second or subsequent lay-off, at the expiry of the twelve (12) month recall period, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-nine (29) weeks' pay, less any period in respect of which they were granted severance pay under 34.01(a)(i) above.

(b) **Retirement**

On retirement, when an employee is entitled to an immediate annuity or entitled to an immediate annual allowance either from the NAV CANADA Pension Plan and/or the Public Service Superannuation Act, one week's pay for each complete year of continuous employment with a maximum benefit of thirty (30) weeks' pay.

(c) **Death**

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

34.02 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 or NAV CANADA. Under no circumstances shall the maximum severance pay provided under clause 34.01 be pyramided.

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

34.04 On August 31, 2017 members of CATCA were provided with the opportunity to elect a voluntary payout of accrued severance. Employees who elected this option are no longer entitled to accrue severance towards retirement under 34.01 (b). Under no circumstances shall the maximum severance pay provided under this Article be pyramided.

ARTICLE 35 PENSIONS

35.01 Members of the Canadian Air Traffic Control Association/Unifor Local 5454 bargaining unit are entitled to the benefits of the NAV CANADA Pension Plan.

35.02 Only the following specific Articles of the NAV Canada Pension Plan (Effective January 1, 2009) are deemed to be included in the collective agreement:

- Article 2 - Eligibility and Membership
- Article 3 - Crediting of Service
- Article 4 - Contributions
- Article 5 - Benefits on Retirement, Termination or Death
- Article 6 - Maximum Pension Benefits
- Article 7 - Payment of Pensions
- Article 13 - Marriage Breakdown (including also subsection 14.7 for completeness)

Part A

- Article A2 - Service
- Article A3 - Contributions
- Article A4 - Retirement Benefits
- Article A5 - Post Retirement Death Benefits
- Article A6 - Termination of Services
- Article A7 - Pre-retirement Death Benefits
- Article A8 - Disability Benefits
- Article A9 - Inflation Adjustments for Pensions in Payment

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

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

35.04 (a) Effective January 1, 2014 all newly hired employees will be placed under the provisions of Part B of the NAV CANADA Pension Plan.

(b) Effective January 1, 2014, all new hires, including previously employed controllers being rehired by NAV Canada after a break in service, upon initial qualification shall receive a two thousand dollar (\$2000.00) lump sum non pensionable payment. The intent is to allow employees hired after January 1, 2014 to use these funds to supplement their retirement savings. The \$2000 is only payable if the employee is entering Part B of the NAV Canada pension plan.

(c) The \$2000 payment in 35.04(b) shall not be payable to term or temporary hires and shall only be paid once in an employee's career with NAV Canada.

35.05 The Memorandum of Agreement Re: NAV CANADA Pension Plan between the parties, dated May 28, 2008, shall form part of this collective agreement.

ARTICLE 36
WORKING CONDITIONS AND SAFETY

36.01 Requirement for Safe and Healthful Working Conditions

NAV CANADA will continue to make provision for the safe and healthful working conditions of employees and in so far as is feasible, having regard to building and space limitations, will provide proper accommodation for employees to have their meals and keep their clothes. The Union agrees to cooperate fully in the prevention of accidents to employees and in the enforcement of safety rules.

ARTICLE 37
ILLEGAL WORK STOPPAGES

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

ARTICLE 38
EMPLOYEE FILES

- 38.01 Upon written request of an employee, their employee file will be made available during normal business hours once per year for their examination in the presence of an authorized representative of NAV CANADA. In accordance with current practice, the employee will continue to have reasonable access to their unit personnel file.

ARTICLE 39
NAV CANADA JOINT COUNCIL AGREEMENTS

39.01 Programs

The following agreements, as amended from time to time, concluded by the NAV CANADA Joint Council on items which may be included in this Agreement and which the parties to this Agreement endorsed after November 1, 1996 and made in accordance with the terms of the NAV CANADA Joint Council By-Laws (as amended from time to time) will form part of this Collective Agreement:

1. Bilingualism Bonus Program;
2. Commuting Assistance Program;
3. Isolated Posts Program/Living Accommodation Charges;
4. Memorandum of Understanding on Definition of Spouse;
5. Relocation Program;
6. Travel Program;
7. Occupational Safety and Health (OSH)

39.02 Agreements

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

39.03 Grievances

Grievances with respect to the above-mentioned agreements will be determined in accordance with the NAV CANADA Joint Council By-laws. Grievances in regard to the above policies shall be submitted only by the Union.

ARTICLE 40
CLASSIFICATION

- 40.01 The classification system shall be the system contained in the NAV CANADA/CATCA Classification System Document dated September 7, 2005.

ARTICLE 41
LANGUAGE OF NEGOTIATION

- 41.01 Both English and French versions of the agreement have equal force and effect.
- 41.02 NAV CANADA shall have the translation of the collective agreement prepared and shall submit a copy to the Union. NAV CANADA and the Union shall share the expenses of translation equally.
- 41.03 Within thirty days of receipt of the translation either party may advise the other in writing of any disagreement it may have with the translated version and shall indicate the text(s) in question.
- 41.04 If within the next thirty days the parties cannot agree on the proper translation the text(s) in dispute shall be submitted to an arbitration board as provided for in the collective agreement.
- 41.05 The arbitration board shall not have jurisdiction to alter or modify the text in which language the provision was negotiated.

ARTICLE 42
PRINTING OF AGREEMENT

42.01 Copies of Collective Agreement

NAV CANADA agrees to make available an electronic copy of the collective agreement to all members of the bargaining unit.

ARTICLE 43
APPLICATION, DURATION, MODIFICATION

- 43.01 The provisions of this Agreement apply to the Union, employees and NAV CANADA.
- 43.02 Unless otherwise expressly stipulated, this Agreement shall become effective April 1, 2019 and shall remain in effect until March 31, 2023.
- 43.03 This Agreement may be amended by mutual consent.
- 43.04 Except as otherwise provided in this Agreement, the provisions of this Agreement shall be implemented within ninety (90) days of the signing of this Agreement.

SIGNATORY PAGES

SIGNED AT OTTAWA, this ____ day of the month of February, 2020

NAV CANADA

Elizabeth Cameron
Vice President, Labour Relations

Trevor Johnson
Vice President, ATS Service Delivery

Sheri King
Director Labour Relations

Jake Emond
Legal Counsel

Amanda Sarginson
Legal Counsel

Anthony MacKay
AVP, ATS Service Delivery

Robert Fleming
Negotiating Team Member

Greg Dansereau
Negotiating Team Member

Paul Estes
Negotiating Team Member

CATCA/Unifor Local 5454

Peter Duffey
President

Doug Best
Executive Vice President

Bruce Snow
Unifor Director of Transportation

Joel Fournier
Unifor Director of Transportation

Deborah Cooper
General Counsel and Director LR

Jerry Brodt
Regional Vice President - Prairies

David Doerksen
Regional Vice President - Central

Scott Shields
Regional Vice President - Pacific

Benoit Vachon
Regional Vice President – St-Laurent

Dustin Abbott
Negotiating Team Member

Ian Thomson
Regional Vice President - Atlantic

Karen Donovan-Bhoi
Negotiating Team Member

Wayne Badcock
Negotiating Team Member

Peter Bryant
Negotiating Team Member

Scott Turner
Negotiating Team Member

Jayson Garayt
Negotiating Team Member

Jonathan Daoust
Negotiating Team Member

Matthew Lo
Negotiating Team Member

Ilija Josipovic
Negotiating Team Member

Chad Wassing
Negotiating Team Member

Mike Loftus
Negotiating Team Member

Jeff Timmy
Negotiating Team Member

Steven Pawluk
Negotiating Team Member

Ian Willoughby
Negotiating Team Member

Timothy Waldroff
Negotiating Team Member

Grant Boland
Labour Relations Associate

Sumeeta Narula
Labour Relations Associate

APPENDIX “A”
AI- Air Traffic Controller Group
Annual Rates of Pay

A: Effective April 1, 2019
B: Effective April 1, 2020
C: Effective April 1, 2021
D: Effective April 1, 2022

ATC-0

A	45409
B	46772
C	48176
D	49622

ATC-1

A	77188	80785	84384	87987	91584	95184	98783	102386	105983	109583	113180
B	79504	83209	86916	90627	94332	98040	101747	105458	109163	112871	116576
C	81890	85706	89524	93346	97162	100982	104800	108622	112438	116258	120074
D	84347	88278	92210	96147	100077	104012	107944	111881	115812	119746	123677

ATC-2

A	82282	86120	89955	93793	97631	101468	105302	109140	112976	116813	120652
B	84751	88704	92654	96607	100560	104513	108462	112415	116366	120318	124272
C	87294	91366	95434	99506	103577	107649	111716	115788	119857	123928	128001
D	89913	94107	98298	102492	106685	110879	115068	119262	123453	127646	131842

ATC-3

A	87712	91804	95896	99981	104072	108164	112253	116343	120432	124523	128611
B	90344	94559	98773	102981	107195	111409	115621	119834	124045	128259	132470
C	93055	97396	101737	106071	110411	114752	119090	123430	127767	132107	136445
D	95847	100318	104790	109254	113724	118195	122663	127133	131601	136071	140539

ATC-4

A	93504	97860	102222	106581	110943	115300	119659	124021	128379	132744	137099
B	96310	100796	105289	109779	114272	118759	123249	127742	132231	136727	141212
C	99200	103820	108448	113073	117701	122322	126947	131575	136198	140829	145449
D	102176	106935	111702	116466	121233	125992	130756	135523	140284	145054	149813

ATC-5

A	99672	104317	108967	113613	118264	122910	127558	132205	136852	141500	146145
B	102663	107447	112237	117022	121812	126598	131385	136172	140958	145745	150530
C	105743	110671	115605	120533	125467	130396	135327	140258	145187	150118	155046
D	108916	113992	119074	124149	129232	134308	139387	144466	149543	154622	159698

ATC-6

A	106252	111204	116160	121110	126065	131024	135975	140928	145878	150841	155793
B	109440	114541	119645	124744	129847	134955	140055	145156	150255	155367	160467
C	112724	117978	123235	128487	133743	139004	144257	149511	154763	160029	165282
D	116106	121518	126933	132342	137756	143175	148585	153997	159406	164830	170241

ATC-7

A	113259	118541	123823	129104	134386	139667	144946	150228	155511	160792	166074
B	116657	122098	127538	132978	138418	143858	149295	154735	160177	165616	171057
C	120157	125761	131365	136968	142571	148174	153774	159378	164983	170585	176189
D	123762	129534	135306	141078	146849	152620	158388	164160	169933	175703	181475

APPENDIX "A"
AI- Air Traffic Controller Group
Annual Rates of Pay

A: Effective April 1, 2019
B: Effective April 1, 2020
C: Effective April 1, 2021
D: Effective April 1, 2022

Protected Operating Employees

AI-01

A	65609	69428	73257	77081	80899	84728	88558	92370	96201	100028	103850
B	67578	71511	75455	79394	83326	87270	91215	95142	99088	103029	106966
C	69606	73657	77719	81776	85826	89889	93952	97997	102061	106120	110175
D	71695	75867	80051	84230	88401	92586	96771	100937	105123	109304	113481

AI-02

A	78356	82179	86001	89825	93655	97479	101301	105124	108958	112774	116599
B	80707	84645	88582	92520	96465	100404	104341	108278	112227	116158	120097
C	83129	87185	91240	95296	99359	103417	107472	111527	115594	119643	123700
D	85623	89801	93978	98155	102340	106520	110697	114873	119062	123233	127411

AI-03

A	91950	95778	99604	103423	107247	111076	114901	118722	122553	126370	130192
B	94709	98652	102593	106526	110465	114409	118349	122284	126230	130162	134098
C	97551	101612	105671	109722	113779	117842	121900	125953	130017	134067	138121
D	100478	104661	108842	113014	117193	121378	125557	129732	133918	138090	142265

AI-04

A	104293	108224	112171	116101	120044	123987	127920	131868	135804	139743	143683
B	107422	111471	115537	119585	123646	127707	131758	135825	139879	143936	147994
C	110645	114816	119004	123173	127356	131539	135711	139900	144076	148255	152434
D	113965	118261	122575	126869	131177	135486	139783	144097	148399	152703	157008

AI-05

A	110861	115020	119181	123334	127489	131640	135794	139964	144116	148269	152430
B	114187	118471	122757	127035	131314	135590	139868	144163	148440	152718	157003
C	117613	122026	126440	130847	135254	139658	144065	148488	152894	157300	161714
D	121142	125687	130234	134773	139312	143848	148387	152943	157481	162019	166566

APPENDIX "A"
AI- Air Traffic Controller Group
Annual Rates of Pay

A: Effective April 1, 2019
B: Effective April 1, 2020
C: Effective April 1, 2021
D: Effective April 1, 2022

Protected Non-Operating Employees

AI-01

A	59993	63561	67121	70676	74240	77787	81350	84910	88473	92028	95593
B	61793	65468	69135	72797	76468	80121	83791	87458	91128	94789	98461
C	63647	67433	71210	74981	78763	82525	86305	90082	93862	97633	101415
D	65557	69456	73347	77231	81126	85001	88895	92785	96678	100562	104458

AI-02

A	74887	78450	82007	85560	89121	92681	96236	99797	103352	106913	110468
B	77134	80804	84468	88127	91795	95462	99124	102791	106453	110121	113783
C	79449	83229	87003	90771	94549	98326	102098	105875	109647	113425	117197
D	81833	85726	89614	93495	97386	101276	105161	109052	112937	116828	120713

AI-03

A	92129	95696	99263	102821	106383	109948	113511	117073	120637	124199	127754
B	94893	98567	102241	105906	109575	113247	116917	120586	124257	127925	131587
C	97740	101525	105309	109084	112863	116645	120425	124204	127985	131763	135535
D	100673	104571	108469	112357	116249	120145	124038	127931	131825	135716	139602

AI-04

A	106890	110455	114024	117580	121144	124712	128265	131836	135397	138959	142529
B	110097	113769	117445	121108	124779	128454	132113	135792	139459	143128	146805
C	113400	117183	120969	124742	128523	132308	136077	139866	143643	147422	151210
D	116802	120699	124599	128485	132379	136278	140160	144062	147953	151845	155747

AI-05

A	117385	120950	124510	128070	131633	135194	138750	142325	145885	149446	153012
B	120907	124579	128246	131913	135582	139250	142913	146595	150262	153930	157603
C	124535	128317	132094	135871	139650	143428	147201	150993	154770	158548	162332
D	128272	132167	136057	139948	143840	147731	151618	155523	159414	163305	167202

AI-06

A	119316	122872	126441	130002	133564	137123	140689	144259	147826	151363	154945
B	122896	126559	130235	133903	137571	141237	144910	148587	152261	155904	159594
C	126583	130356	134143	137921	141699	145475	149258	153045	156829	160582	164382
D	130381	134267	138168	142059	145950	149840	153736	157637	161534	165400	169314

AI-07

A	120985	124542	128108	131674	135227	138791	142360	145927	149486	153034	156614
B	124615	128279	131952	135625	139284	142955	146631	150305	153971	157626	161313
C	128354	132128	135911	139694	143463	147244	151030	154815	158591	162355	166153
D	132205	136092	139989	143885	147767	151662	155561	159460	163349	167226	171138

APPENDIX "B"
ANNUAL ATC PREMIUM

A: Effective April 1, 2019
B: Effective April 1, 2020
C: Effective April 1, 2021
D: Effective April 1, 2022

ATC Premium Level

	A	B	C	D
1	4,219	4,346	4,477	4,612
2	4,964	5,113	5,267	5,426
3	5,838	6,014	6,195	6,381
4	6,862	7,068	7,281	7,500
5	8,071	8,314	8,564	8,821
6	9,496	9,781	10,075	10,378
7	11,167	11,503	11,849	12,205
8	13,138	13,533	13,939	14,358
9	15,456	15,920	16,398	16,890
10	18,179	18,725	19,287	19,866
11	21,385	22,027	22,688	23,369
12	25,157	25,912	26,690	27,491
13	29,599	30,487	31,402	32,345
14	34,820	35,865	36,941	38,050
15	40,957	42,186	43,452	44,756
*NON CONTROL POSITIONS IN THE NCR	16,621	17,120	17,634	18,164

APPENDIX "B"
ANNUAL OPERATIONAL FACILITY PREMIUM (OFP)

A: Effective April 1, 2019

B: Effective April 1, 2020

C: Effective April 1, 2021

D: Effective April 1, 2022

Protected Employees

Group	A	B	C	D		
1	\$1,531	\$1,577	\$1,625	\$1,674	St-Andrews Tower Pitt Meadows Tower (*\$1,193) Langley Tower	St-Jean Tower Whitehorse Tower Villeneuve
2	\$2,852	\$2,938	\$3,027	\$3,118	Springbank Tower Waterloo Tower Hamilton Tower Kelowna Tower St. John's Tower Mirabel Tower Prince George Tower	Gander Tower Yellowknife Tower Oshawa Tower Sept-Îles Tower Windsor Tower Sault Ste Marie Tower St-Honoré Tower
3	\$4,551	\$4,688	\$4,829	\$4,974	Buttonville Tower Boundary Bay Tower Saskatoon Tower Toronto Island Tower London Tower Abbotsford Tower	Edmonton City Center Tower Thunder Bay Tower Moncton Tower Vancouver Harbour Tower Regina Tower
4	\$6,061	\$6,243	\$6,431	\$6,624	Victoria Tower Halifax Tower Edmonton Intl Tower	St-Hubert Tower Quebec Tower
5	\$7,574	\$7,802	\$8,037	\$8,279	Winnipeg Tower Ottawa Tower	
6	\$11,735	\$12,088	\$12,451	\$12,825	Calgary Tower Dorval Tower	
7	\$15,138	\$15,593	\$16,061	\$16,543	Edmonton ACC Winnipeg ACC Gander ACC	Vancouver Intl Tower Moncton ACC Ottawa TCU
8	\$19,299	\$19,878	\$20,475	\$21,090	Montreal ACC	
9	\$23,460	\$24,164	\$24,889	\$25,636	Vancouver ACC	
10	\$27,621	\$28,450	\$29,304	\$30,184	Toronto ACC	Toronto Tower

APPENDIX "C"
FLIGHT/VISIT TRAINING PROGRAM DESTINATION

CATEGORY	PRIMARY DESTINATION
1. Controllers, Supervisors, Unit Procedures Specialists and Data System Coordinators ACCs	<p>A. Domestic</p> <ol style="list-style-type: none"> 1. ACC in adjacent Canadian FIR 2. IFR Unit in USA FIR (see chart Article 29) 3. Ottawa Head Office 4. Tower in FIR <p>B. Long Range</p>
2. Controllers, Supervisors and Unit Operations Specialists in ATC-1 and ATC-2 level control towers	<p>A. Domestic</p> <ol style="list-style-type: none"> 1. ACC in same FIR 2. Tower in Canadian FIR 3. Regional Office
3. Controllers, Supervisors, Unit Procedures Specialists and Unit Operations Specialists in ATC-3, ATC-4 ATC-5 and ATC-6 level control towers.	<p>A. Domestic</p> <ol style="list-style-type: none"> 1. ACC in same FIR 2. ATC-1 and ATC-2 Towers subject to: <ol style="list-style-type: none"> i) Any ATC-1 or ATC-2 Tower in YVR, YEG, or YWG FIRs if located within one of these FIRs; or ii) Any ATC-1 or ATC-2 Tower in YYZ, YUL, YQM or YQX FIRs if located within one of these FIRs. 3. Any ATC-3, ATC-4, ATC-5 or ATC-6 Tower in Canadian FIR 4. Tower in USA FIR (see chart Article 29) 5. Regional Office
4. ITU Program Specialists	<p>A. Domestic</p> <ol style="list-style-type: none"> 1. Unit in same FIR 2. ITU/ACC in Canadian FIR 3. IFR Unit in USA FIR (see chart Article 29) 4. NAV CANADA Training Institute 5. Ottawa Head Office <p>B. Long Range</p>

- | | |
|---|---|
| 5. Airport Operations Specialists | A. Domestic <ol style="list-style-type: none"> 1. Unit in Canadian FIR 2. Tower Unit in USA FIR (see chart Article 29) 3. NAV CANADA Training Institute 4. Ottawa Head Office |
| 6. Headquarters Specialists and Supervisors | A. Domestic <ol style="list-style-type: none"> 1. ITU – Montreal, Toronto 2. ACC/Tower - Toronto, Montreal, Moncton, Winnipeg 3. USA Unit Boston, New York, Chicago 4. FAA School, Oklahoma City 5. FAA Technical Centre, Atlantic City 6. FAA Washington B. Long Range
(Except VFR Specialists) |
| 7. Instructors and Course Maintenance Specialists | A. Domestic <ol style="list-style-type: none"> 1. Unit in Toronto or Montreal FIR 2. USA Unit - Boston, New York or Chicago 4. FAA School - Oklahoma City |
| 8. National Operations Centre | A. Domestic <ol style="list-style-type: none"> 1. ACC in Canadian FIR 2. Control Tower at Vancouver, Calgary, Toronto, Montreal/Dorval 3. FAA ATSSCC - Washington, D.C. B. Long Range (one unit only) <ol style="list-style-type: none"> 1. Central Flow Management Unit - Brussels |

APPENDIX "D"
SUPERVISORY DIFFERENTIAL

NOTE: Effective March 31, 2006, this supervisory differential shall continue only for those employees who at that time are receiving the supervisory differential and who are in receipt of salary protection. If and when they move into the new classification system, their entitlement to the supervisory differential shall cease.

Supervisory Degree	Percentage of Basic Rate
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Employees in Control Positions

A	5.0%
B	5.0%

Employees in Non-Control Positions

A	2.0%
B	4.0%
C	5.0%
D	6.0%

The Supervisory Rates Table is to be used in the following manner:

- (1) determine the non-supervisory rates according to the employee's sub-group, level and rate of pay;
- (2) using the Supervisory Rates Table, find the row in the left-hand column where the rate determined in (1) is located;
- (3) when the row is located, determine the column by the applicable supervisory differential degree;
- (4) the point where column and row meet is the supervisory rate required

APPENDIX “D” **Air Traffic Control Group** **Supervisory Rates**

Protected Operating Employees

AI-01

Effective April 1, 2019

A	5.0%	68890	72900	76920	80936	84944	88965	92986	96989	101012	105030	109043
B	5.0%	68890	72900	76920	80936	84944	88965	92986	96989	101012	105030	109043

AI-01

Effective April 1, 2020

A	5.0%	70957	75087	79228	83364	87493	91634	95776	99900	104043	108181	112315
B	5.0%	70957	75087	79228	83364	87493	91634	95776	99900	104043	108181	112315

AI-01

Effective April 1, 2021

A	5.0%	73087	77340	81605	85865	90118	94384	98650	102897	107165	111426	115684
B	5.0%	73087	77340	81605	85865	90118	94384	98650	102897	107165	111426	115684

AI-01

Effective April 1, 2022

A	5.0%	75280	79661	84054	88442	92822	97216	101610	105984	110380	114770	119156
B	5.0%	75280	79661	84054	88442	92822	97216	101610	105984	110380	114770	119156

AI-02

Effective April 1, 2019

A	5.0%	82274	86288	90302	94317	98338	102353	106367	110381	114406	118413	122429
B	5.0%	82274	86288	90302	94317	98338	102353	106367	110381	114406	118413	122429

AI-02

Effective April 1, 2020

A	5.0%	84743	88878	93012	97146	101289	105425	109559	113692	117839	121966	126102
B	5.0%	84743	88878	93012	97146	101289	105425	109559	113692	117839	121966	126102

AI-02

Effective April 1, 2021

A	5.0%	87286	91545	95802	100061	104327	108588	112846	117104	121374	125626	129885
B	5.0%	87286	91545	95802	100061	104327	108588	112846	117104	121374	125626	129885

AI-02

Effective April 1, 2022

A	5.0%	89905	94292	98677	103063	107457	111846	116232	120617	125016	129395	133782
B	5.0%	89905	94292	98677	103063	107457	111846	116232	120617	125016	129395	133782

AI-03

Effective April 1, 2019

A	5.0%	96548	100567	104585	108595	112610	116630	120647	124659	128681	132689	136702
B	5.0%	96548	100567	104585	108595	112610	116630	120647	124659	128681	132689	136702

AI-03

Effective April 1, 2020

A	5.0%	99445	103585	107723	111853	115989	120130	124267	128399	132542	136671	140803
B	5.0%	99445	103585	107723	111853	115989	120130	124267	128399	132542	136671	140803

AI-03

Effective April 1, 2021

A	5.0%	102429	106693	110955	115209	119468	123735	127995	132251	136518	140771	145028
B	5.0%	102429	106693	110955	115209	119468	123735	127995	132251	136518	140771	145028

AI-03**Effective April 1, 2022**

A	5.0%	105502	109895	114285	118665	123053	127447	131835	136219	140614	144995	149379
B	5.0%	105502	109895	114285	118665	123053	127447	131835	136219	140614	144995	149379

AI-04**Effective April 1, 2019**

A	5.0%	109508	113636	117780	121907	126047	130187	134316	138462	142595	146731	150868
B	5.0%	109508	113636	117780	121907	126047	130187	134316	138462	142595	146731	150868

AI-04**Effective April 1, 2020**

A	5.0%	112794	117045	121314	125565	129829	134093	138346	142617	146873	151133	155394
B	5.0%	112794	117045	121314	125565	129829	134093	138346	142617	146873	151133	155394

AI-04**Effective April 1, 2021**

A	5.0%	116178	120557	124955	129332	133724	138116	142497	146895	151280	155668	160056
B	5.0%	116178	120557	124955	129332	133724	138116	142497	146895	151280	155668	160056

AI-04**Effective April 1, 2022**

A	5.0%	119664	124175	128704	133213	137736	142261	146773	151302	155819	160339	164859
B	5.0%	119664	124175	128704	133213	137736	142261	146773	151302	155819	160339	164859

AI-05**Effective April 1, 2019**

A	5.0%	116405	120771	125141	129501	133864	138222	142584	146963	151322	155683	160052
B	5.0%	116405	120771	125141	129501	133864	138222	142584	146963	151322	155683	160052

AI-05**Effective April 1, 2020**

A	5.0%	119897	124395	128895	133387	137880	142370	146862	151372	155862	160354	164854
B	5.0%	119897	124395	128895	133387	137880	142370	146862	151372	155862	160354	164854

AI-05**Effective April 1, 2021**

A	5.0%	123494	128128	132762	137390	142017	146641	151269	155913	160539	165165	169800
B	5.0%	123494	128128	132762	137390	142017	146641	151269	155913	160539	165165	169800

AI-05**Effective April 1, 2022**

A	5.0%	127200	131972	136746	141512	146278	151041	155807	160591	165356	170120	174895
B	5.0%	127200	131972	136746	141512	146278	151041	155807	160591	165356	170120	174895

**APPENDIX “D”
Air Traffic Control Group
Supervisory Rates**

Protected Non Operating Employees

AI-01

Effective April 1, 2019

A	2.0%	61193	64833	68464	72090	75725	79343	82977	86609	90243	93869	97505
B	4.0%	62393	66104	69806	73504	77210	80899	84604	88307	92012	95710	99417
C	5.0%	62993	66740	70478	74210	77952	81677	85418	89156	92897	96630	100373
D	6.0%	63593	67375	71149	74917	78695	82455	86231	90005	93782	97550	101329

AI-01

Effective April 1, 2020

A	2.0%	63029	66778	70518	74253	77998	81724	85467	89208	92951	96685	100431
B	4.0%	64265	68087	71901	75709	79527	83326	87143	90957	94774	98581	102400
C	5.0%	64883	68742	72592	76437	80292	84128	87981	91831	95685	99529	103385
D	6.0%	65501	69397	73284	77165	81057	84929	88819	92706	96596	100477	104369

AI-01

Effective April 1, 2021

A	2.0%	64920	68782	72635	76481	80339	84176	88032	91884	95740	99586	103444
B	4.0%	66193	70131	74059	77981	81914	85826	89758	93686	97617	101539	105472
C	5.0%	66830	70805	74771	78731	82702	86652	90621	94587	98556	102515	106486
D	6.0%	67466	71479	75483	79480	83489	87477	91484	95487	99494	103491	107500

AI-01

Effective April 1, 2022

A	2.0%	66869	70846	74814	78776	82749	86702	90673	94641	98612	102574	106548
B	4.0%	68180	72235	76281	80321	84372	88402	92451	96497	100546	104585	108637
C	5.0%	68835	72929	77015	81093	85183	89252	93340	97425	101512	105591	109681
D	6.0%	69491	73624	77748	81865	85994	90102	94229	98353	102479	106596	110726

AI-02

Effective April 1, 2019

A	2.0%	76385	80019	83648	87272	90904	94535	98161	101793	105420	109052	112678
B	4.0%	77883	81588	85288	88983	92686	96389	100086	103789	107487	111190	114887
C	5.0%	78632	82373	86108	89838	93578	97316	101048	104787	108520	112259	115992
D	6.0%	79381	83157	86928	90694	94469	98242	102011	105785	109554	113328	117097

AI-02

Effective April 1, 2020

A	2.0%	78677	82421	86158	89890	93631	97372	101107	104847	108583	112324	116059
B	4.0%	80220	84037	87847	91653	95467	99281	103089	106903	110712	114526	118335
C	5.0%	80991	84845	88692	92534	96385	100236	104081	107931	111776	115628	119473
D	6.0%	81763	85653	89537	93415	97303	101190	105072	108959	112841	116729	120610

AI-02

Effective April 1, 2021

A	2.0%	81038	84894	88744	92587	96440	100293	104140	107993	111840	115694	119541
B	4.0%	82627	86559	90484	94402	98331	102260	106182	110110	114033	117962	121885
C	5.0%	83422	87391	91354	95310	99277	103243	107203	111169	115130	119097	123057
D	6.0%	84216	88223	92224	96218	100222	104226	108224	112228	116226	120231	124229

AI-02**Effective April 1, 2022**

A	2.0%	83470	87441	91407	95365	99334	103302	107265	111234	115196	119165	123128
B	4.0%	85107	89156	93199	97235	101282	105328	109368	113415	117455	121502	125542
C	5.0%	85925	90013	94095	98170	102256	106340	110420	114505	118584	122670	126749
D	6.0%	86743	90870	94991	99105	103230	107353	111471	115596	119714	123838	127956

AI-03**Effective April 1, 2019**

A	2.0%	93972	97610	101249	104878	108511	112147	115782	119415	123050	126683	130310
B	4.0%	95815	99524	103234	106934	110639	114346	118052	121756	125463	129167	132865
C	5.0%	96736	100481	104227	107963	111703	115446	119187	122927	126669	130409	134142
D	6.0%	97657	101438	105219	108991	112766	116545	120322	124098	127876	131651	135420

AI-03**Effective April 1, 2020**

A	2.0%	96791	100539	104286	108025	111767	115512	119256	122998	126743	130484	134219
B	4.0%	98689	102510	106331	110143	113958	117777	121594	125410	129228	133042	136851
C	5.0%	99638	103496	107354	111202	115054	118910	122763	126616	130470	134322	138167
D	6.0%	100587	104482	108376	112261	116150	120042	123933	127822	131713	135601	139483

AI-03**Effective April 1, 2021**

A	2.0%	99695	103556	107416	111266	115121	118978	122834	126689	130545	134399	138246
B	4.0%	101650	105586	109522	113448	117378	121311	125242	129173	133105	137034	140957
C	5.0%	102627	106602	110575	114539	118507	122478	126447	130415	134385	138352	142312
D	6.0%	103605	107617	111628	115630	119635	123644	127651	131657	135665	139669	143668

AI-03**Effective April 1, 2022**

A	2.0%	102687	106663	110639	114605	118574	122548	126519	130490	134462	138431	142395
B	4.0%	104700	108754	112808	116852	120899	124951	129000	133049	137098	141145	145187
C	5.0%	105707	109800	113893	117975	122062	126153	130240	134328	138417	142502	146583
D	6.0%	106714	110846	114978	119099	123224	127354	131481	135607	139735	143859	147979

AI-04**Effective April 1, 2019**

A	2.0%	109028	112665	116305	119932	123567	127207	130831	134473	138105	141739	145380
B	4.0%	111166	114874	118585	122284	125990	129701	133396	137110	140813	144518	148231
C	5.0%	112235	115978	119726	123459	127202	130948	134679	138428	142167	145907	149656
D	6.0%	113304	117083	120866	124635	128413	132195	135961	139747	143521	147297	151081

AI-04**Effective April 1, 2020**

A	2.0%	112299	116045	119794	123531	127275	131024	134756	138508	142249	145991	149742
B	4.0%	114501	118320	122143	125953	129771	133593	137398	141224	145038	148854	152678
C	5.0%	115602	119458	123318	127164	131018	134877	138719	142582	146432	150285	154146
D	6.0%	116703	120596	124492	128375	132266	136162	140040	143940	147827	151716	155614

AI-04**Effective April 1, 2021**

A	2.0%	115668	119527	123389	127237	131094	134955	138799	142664	146516	150371	154235
B	4.0%	117936	121871	125808	129732	133664	137601	141521	145461	149389	153319	157259
C	5.0%	119070	123043	127018	130980	134950	138924	142881	146860	150826	154794	158771
D	6.0%	120204	124214	128228	132227	136235	140247	144242	148258	152262	156268	160283

AI-04**Effective April 1, 2022**

A	2.0%	119139	123113	127091	131055	135027	139004	142964	146944	150913	154882	158862
B	4.0%	121475	125527	129583	133625	137675	141730	145767	149825	153872	157919	161977
C	5.0%	122643	126734	130829	134910	138998	143092	147168	151266	155351	159438	163535
D	6.0%	123811	127941	132075	136195	140322	144455	148570	152706	156831	160956	165092

AI-05**Effective April 1, 2019**

A	2.0%	119733	123369	127001	130632	134266	137898	141525	145172	148803	152435	156073
B	4.0%	122081	125788	129491	133193	136899	140602	144300	148018	151721	155424	159133
C	5.0%	123255	126998	130736	134474	138215	141954	145688	149442	153180	156919	160663
D	6.0%	124429	128207	131981	135755	139531	143306	147075	150865	154639	158413	162193

AI-05**Effective April 1, 2020**

A	2.0%	123326	127071	130811	134552	138294	142035	145772	149527	153268	157009	160756
B	4.0%	125744	129563	133376	137190	141006	144820	148630	152459	156273	160088	163908
C	5.0%	126953	130808	134659	138509	142362	146213	150059	153925	157776	161627	165484
D	6.0%	128162	132054	135941	139828	143717	147605	151488	155391	159278	163166	167060

AI-05**Effective April 1, 2021**

A	2.0%	127026	130884	134736	138589	142443	146297	150146	154013	157866	161719	165579
B	4.0%	129517	133450	137378	141306	145236	149166	153090	157033	160961	164890	168826
C	5.0%	130762	134733	138699	142665	146633	150600	154562	158543	162509	166476	170449
D	6.0%	132008	136017	140020	144024	148029	152034	156034	160053	164057	168061	172072

AI-05**Effective April 1, 2022**

A	2.0%	130838	134811	138779	142747	146717	150686	154651	158634	162603	166572	170547
B	4.0%	133403	137454	141500	145546	149594	153641	157683	161744	165791	169838	173891
C	5.0%	134686	138776	142860	146946	151032	155118	159199	163300	167385	171471	175563
D	6.0%	135969	140098	144221	148345	152471	156595	160716	164855	168979	173104	177235

AI-06**Effective April 1, 2019**

A	2.0%	121703	125330	128970	132603	136236	139866	143503	147145	150783	154391	158044
B	4.0%	124089	127787	131499	135203	138907	142608	146317	150030	153740	157418	161143
C	5.0%	125282	129016	132764	136503	140243	143980	147724	151472	155218	158932	162693
D	6.0%	126475	130245	134028	137803	141578	145351	149131	152915	156696	160445	164242

AI-06**Effective April 1, 2020**

A	2.0%	125354	129091	132840	136582	140323	144062	147809	151559	155307	159023	162786
B	4.0%	127812	131622	135445	139260	143074	146887	150707	154531	158352	162141	165978
C	5.0%	129041	132887	136747	140599	144450	148299	152156	156017	159875	163700	167574
D	6.0%	130270	134153	138050	141938	145826	149712	153605	157503	161397	165259	169170

AI-06**Effective April 1, 2021**

A	2.0%	129115	132964	136826	140680	144533	148385	152244	156106	159966	163794	167670
B	4.0%	131647	135571	139509	143438	147367	151294	155229	159167	163103	167006	170958
C	5.0%	132913	136874	140851	144818	148784	152749	156721	160698	164671	168612	172602
D	6.0%	134178	138178	142192	146197	150201	154204	158214	162228	166239	170217	174245

AI-06**Effective April 1, 2022**

A	2.0%	132989	136953	140932	144901	148869	152837	156811	160790	164765	168708	172701
B	4.0%	135597	139638	143695	147742	151788	155834	159886	163943	167996	172016	176087
C	5.0%	136901	140981	145077	149162	153248	157332	161423	165519	169611	173670	177780
D	6.0%	138204	142324	146459	150583	154707	158831	162961	167096	171227	175324	179473

AI-07**Effective April 1, 2019**

A	2.0%	123405	127033	130671	134308	137932	141567	145208	148846	152476	156095	159747
B	4.0%	125825	129524	133233	136941	140637	144343	148055	151765	155466	159156	162879
C	5.0%	127035	130770	134514	138258	141989	145731	149478	153224	156961	160686	164445
D	6.0%	128245	132015	135795	139575	143341	147119	150902	154683	158456	162217	166011

AI-07**Effective April 1, 2020**

A	2.0%	127108	130845	134592	138338	142070	145815	149564	153312	157051	160779	164540
B	4.0%	129600	133411	137231	141050	144856	148674	152497	156318	160130	163932	167766
C	5.0%	130846	134693	138550	142407	146249	150103	153963	157821	161670	165508	169379
D	6.0%	132092	135976	139870	143763	147642	151533	155429	159324	163210	167084	170992

AI-07**Effective April 1, 2021**

A	2.0%	130922	134771	138630	142488	146333	150189	154051	157912	161763	165603	169477
B	4.0%	133489	137414	141348	145282	149202	153134	157072	161008	164935	168850	172800
C	5.0%	134772	138735	142707	146679	150637	154607	158582	162556	166521	170473	174461
D	6.0%	136056	140056	144066	148076	152071	156079	160092	164104	168107	172097	176123

AI-07**Effective April 1, 2022**

A	2.0%	134850	138814	142789	146763	150723	154696	158673	162650	166616	170571	174561
B	4.0%	137494	141536	145589	149641	153678	157729	161784	165839	169883	173916	177984
C	5.0%	138816	142897	146989	151080	155156	159246	163340	167433	171517	175588	179695
D	6.0%	140138	144258	148389	152519	156634	160762	164895	169028	173150	177260	181407

**APPENDIX “E”
LIST OF ARBITRATORS**

- Tom Jolliffe
- Douglas Stanley
- Kenneth Swan
- Paula Knopf
- Alan Ponak
- Lorne Slotnick
- Jasbir Parmar
- Sydney Baxter
- Richard Hornung

APPENDIX "F"
THE NAV CANADA DEPARTURE INCENTIVE PROGRAM (DIP)
APPLICABLE TO CATCA MEMBERS

Purpose

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

The Departure Incentive Program Compensation Package

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

Continuous Service Criteria	DIP Compensation
Up to and including one (1) full year of service	8 weeks pay
2 years of service	10 weeks pay
3 years of service	12 weeks pay
4 years of service	14 weeks pay
5 years of service	16 weeks pay
6 years of service	18 weeks pay
7 years of service	20 weeks pay
8 years of service	22 weeks pay
9 years of service	24 weeks pay
10 years of service	26 weeks pay
11 years of service	28 weeks pay
12 years of service	30 weeks pay
13 years of service	32 weeks pay
14 years of service	34 weeks pay
15 years of service	36 weeks pay
16 years of service	38 weeks pay
17 years of service	40 weeks pay
18 years of service	42 weeks pay
19 years of service	44 weeks pay
20 years of service	46 weeks pay
21 years of service	48 weeks pay
22 years of service	50 weeks pay
23 years of service	52 weeks pay
24 years of service	54 weeks pay
25 years of service	56 weeks pay
26 years of service	58 weeks pay
27 years of service	60 weeks pay

Continuous Service Criteria	DIP Compensation
28 years of service	62 weeks pay
29 years of service	64 weeks pay
30 years of service	66 weeks pay
31 years of service or more	68 weeks pay

Again, note that the above amounts are inclusive of any severance pay that may be paid by NAV CANADA pursuant to the collective agreement.

Other Benefits

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

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

Employees who are **not** eligible for an immediate pension benefit or who choose to defer receipt of their pension will be eligible for the following:

- the opportunity to convert Basic Life insurance coverage 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 "G"
MEMORANDUM OF AGREEMENT BETWEEN NAV CANADA
AND THE CANADIAN AIR TRAFFIC CONTROL ASSOCIATION
CATCA/UNIFOR LOCAL 5454

The parties agree that it may be operationally advantageous to implement work schedules for employees in control positions that vary from Article 16. Accordingly, NAV CANADA agrees to consult with CATCA/Unifor Local 5454 during the closed period of this Collective Agreement in order to consider the practicality of instituting such work schedules on a trial basis.

It is further agreed that any implementation of any such variation in hours shall be subject to a thorough review where factors such as, but not limited to, overtime costs, service delivery, traffic patterns, productivity, coverage, employee availability and fatigue may be considered. It is further agreed that any such variations in hours shall not result in any additional overtime work or additional payment by reason only of such variation nor shall NAV CANADA's right to schedule any hours of work permitted by the terms of the collective agreement be restricted.

Notwithstanding the provisions of the CATCA Collective Agreement, NAV CANADA and CATCA/Unifor Local 5454 agree that special hours of work arrangements may be implemented at certain work locations of NAV CANADA subject to all of the following considerations:

- (a) normal scheduled hours of work must average thirty four (34) hours per week, scheduled over a mutually agreed to period
- (b) normal scheduled hours of work shall not be less than six (6) hours per shift, and shall not exceed ten and one half (10.5) hours per shift;
- (c) any special arrangement applicable to a unit or specialty is restricted to that unit or specialty and shall apply to all employees of the unit or specialty;
- (d) any special arrangement shall be subject to the approval of national management and the bargaining agent at the national level;

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

The introduction or discontinuation of any special arrangement may require a shift cycle optimization and such optimization shall not be subject to Article 16.02(e)(i) and Article 16.02(e)(vii)

LETTER OF UNDERSTANDING 1999-01

Re: Midnight Shifts

This letter is to confirm that effective January 1, 2000 in accordance with Conciliation Commissioner Burkett's recommendation of May 17, 1999, NAV CANADA will not schedule single controller coverage on the midnight shift at any ACC or Tower except where the parties agree to some other arrangement in respect of a particular location.

LETTER OF UNDERSTANDING 1999-10

Re: Continuation of Certain Existing Terms and Conditions of Employment

This letter will confirm our understanding reached during current negotiations that the following programs will remain in effect with their existing terms and conditions during the term of this collective agreement.

1. Employee Assistance Programs:
 - CISM (Critical Incident Stress Management - Air Traffic Controller Education and Peer Support Program).
 - CDERP (Chemical Dependency Education and Rehabilitation Program)
 - Employee Assistance Program
2. Parking for Shift Workers
3. Self Funded Leave
4. Pay Terms and Conditions
5. End of Month Benefit on Death

LETTER OF UNDERSTANDING 1999-13

Re: Retraining and Reassignment

This is to confirm an understanding reached during the current negotiations in respect to retraining and reassignment.

During the term of this collective agreement, NAV CANADA agrees to maintain the Transport Canada Retraining and Reassignment policy and guidelines and administrative procedures as amended to reflect NAV CANADA as the Employer.

LETTER OF UNDERSTANDING 2003-02

Re: Timeliness of the Provision of Sick Leave Certificates

This LOU is limited to the matter of administrative pay action and is not intended to, in any way, restrict, fetter or alter the rights of either party under Article 24 of the collective agreement.

The parties agree that it is appropriate that Sick Leave Certificates required under Article 24 of the collective agreement are to be provided in a timely fashion. It is intended that controllers who are required to provide a Sick Leave Certificate shall either do so immediately upon their return to work following an illness or injury or without delay in other cases.

Notwithstanding the above requirement, irrevocable administrative pay action shall result from the failure to provide any required Sick Leave Certificate within fifteen (15) days of it being required.

For clarity, nothing in this LOU derogates from the employer's right, in reasonable circumstances, to take administrative action where a certificate is not produced when requested.

LETTER OF UNDERSTANDING 2003-03

Re: Calculation of "Ten Days Pay"

The current Air Traffic Control collective agreement is unclear with respect to how ten (10) days pay is calculated when determining a controller's monthly entitlement to Vacations (27.01), Sick Leave (24.01) and Operational Facility Premium (OFP)/ATC Premium (19.01)

Therefore, the parties agree that:

Ten (10) days pay means the controller must receive pay for ten (10) regularly scheduled shifts;

The length of the shift is not material;

For the purposes of this calculation only, overtime shifts are counted as regularly scheduled shifts.

LETTER OF UNDERSTANDING 2005-01

Re: Ten Hour Rule

Further to the Union's proposal to introduce opportunities to waive the ten hour rule, the parties have agreed to the following:

- (i) An employee has the responsibility to report to work, rested and prepared to perform their duties.
- (ii) The Employer will closely monitor the use of this waiver, keeping in mind that the principles of fatigue management will be adhered to at all times.
- (iii) Where either party believes that the use of this waiver results in concerns related to fatigue, degraded performance or other identified safety issues, it will give notice to the other in order to discuss in good faith, these concerns with a view to modify and/or amend the waiver provisions as required.

LETTER OF UNDERSTANDING 2005-02

Re: IFR Controllers in ITU

Upon the commencement of IFR ATC Training at a specific ITU, the following changes to the terms and conditions of employment of all controllers occupying, at that time or in the future, permanent positions in that ITU will take place:

1. Employees who choose to maintain or incumbents who re-validate their Medical Certificate will be assigned to the position of "IFR Controller". These employees will be entitled to Maintenance of Salary, the Retraining and Reassignment Program, and Operational Pension.
2. Employees without a valid Medical Certificate for whatever reason will be assigned to the position of "IFR Instructor". These employees will not be entitled to Maintenance of Salary, the Retraining and Reassignment Program and Operational Pension.
3. Incumbents who lose their Medical Certificate may choose to be placed on MOS if eligible or if not eligible, will be assigned to the position of "IFR Instructor".
4. In accordance with Clause 30.01(a), NAV CANADA will continue to pay the costs of maintaining the Medical Certificate for those employees who are assigned to the position of "IFR Controller" under this LOU.

NOTE: The same terms and conditions set out above for "IFR Controllers" and "IFR Instructors" shall apply, *mutatis mutandis*, to VFR Controllers and VFR Instructors.

LETTER OF UNDERSTANDING 2005-03

Re: Maintenance of Salary – Leave Utilization

1. In accordance with arbitrator Kenneth Swan's award dated July 27, 2004, employees must utilise earned vacation or lieu leave credits during the Maintenance of Salary period (LOU 2019-03).
2. Where the end of the vacation year falls during an employee's Maintenance of Salary period, and the employee has unused vacation or lieu leave credits earned in the current year, the employee will not be paid out for such credits but will continue to utilize them during the Maintenance of Salary period in accordance with LOU 2019-03. Leave carried over from the previous year will be paid out in accordance with Article 27.06(c)(iv).
3. During the period when an employee is on maintenance of salary and is credited with lieu leave in accordance with Article 28.03(a)(ii), such lieu leave hours will be debited from the employee, while still on maintenance of salary, only on the day of each designated holiday at the rate of 8 hours per holiday.

LETTER OF UNDERSTANDING 2009-01

Re: Use of Employer Facilities

This letter is to confirm our understanding reached during the current round of bargaining regarding the use of employer facilities for union business.

NAV CANADA shall permit CATCA and other unions to jointly use one space in each of the Area Control Centres (ACCs) as a union office where sufficient space currently exists or may in the future become available. NAV CANADA shall cooperate in facilitating access to communication (telephone, fax, internet, etc.) lines. The costs of installing and maintaining communication lines and equipment shall be borne by CATCA and/or other unions, as determined by those participating unions. Where such communication lines make use of NAV CANADA lines, CATCA and other participating unions shall ensure that NAV CANADA protocols are strictly followed to ensure data integrity, security, and privacy. NAV CANADA shall not make capital expenditures to create, furnish or finish the spaces. The cost of such expenditures shall be borne by CATCA and/or other participating unions, as determined by those participating unions.

In locations other than the ACCs, NAV CANADA is committed to the principle of providing useful space (including, but not limited to, the temporary use of employer's office space, training rooms, or lunch rooms) for the purposes of conducting union business on an ad-hoc basis, when such space has been requested. In addition, NAV CANADA agrees that, at a minimum, space for a locked cabinet should be provided to store union files. Concerns regarding the amount of space provided in sites other than the ACCs shall be brought to the site manager by the local union representative and shall be reviewed on a case-by-case basis with the principles of this letter in mind.

NAV CANADA may, on 60 days' written notice, reclaim any of the permanent spaces provided, subject to the commitments contained in this letter. Where such reclamation of the employer's space occurs, NAV CANADA shall reimburse CATCA for all reasonable and depreciated capital expenditures made in finishing the offices. The depreciated value shall be determined based on CRA capital cost allowance rates or NAV CANADA depreciation policy rates or 5 year straight line depreciation.

LETTER OF UNDERSTANDING 2011-01

Re: Travel and Relocation Expenses

In addition to the provisions in Article 32.16, air traffic controllers may choose the following option while undergoing training for control positions:

Temporary assistance up to a maximum of 18 months prior to qualification. This maximum assistance period may be extended by mutual agreement. This assistance will only include:

- (i) Reimbursement for rental accommodations up to a monthly maximum of \$1,000 upon submission of receipts.
- (ii) Transportation home once every 3 months of completed training in lieu of a HHT. This trip home will be to the employee's former place of duty to visit dependants living in the principal residence, or an equivalent trip for the spouse to the training location, at a time of the employee's choice during this period, work schedules permitting.
- (iii) Reimbursement of the actual costs (including insurance) of shipping a maximum of 200 kg (440 lb) of personal effects, by the most reasonable and economical means.

The employee will only be permitted to relocate upon qualification and this relocation must occur immediately. This may only be delayed due to children's school term and the employee will have a maximum of 30 days to sell residence.

LETTER OF UNDERSTANDING 2016– 04

Re: Progressive Training Partial Qualification

This letter applies to employees receiving on-job training for the purpose of achieving full qualification in a unit or specialty. Such employees will receive a “progressive training partial qualification” when they are deemed qualified to work independently (i.e. without supervision by an on-job instructor) in one or more, but not all, positions or sectors in the unit/specialty in question.

This letter shall not apply to employees:

- cross training within the same unit; or
- training for a position at a lower ATC or ATCP level; or
- training for a position as a Gander Oceanic controller

The parties hereby agree:

1. Once an employee has received a progressive training partial qualification, the employee will be paid at the ATC and ATCP level corresponding to the unit in which they are working, whether or not they are working independently or continuing their training in the specialty or unit.
2. The increment date of a partially qualified ab-initio employee shall be set as the date when they are first assigned to work independently, and it shall not be changed upon full qualification.
3. Effective April 1, 2016, unless otherwise agreed to by the union and the employer, partially qualified employees who have been assigned to work independently shall resume training under OJI supervision no later than twelve (12) months after first working independently, and shall continue such training without further interruption until completion. Employees who received a progressive training partial qualification prior to April 1, 2016 shall not be subject to the resumption of their training within 12 months, however, the employer shall make all reasonable effort to complete their training as soon as practicable.
4. If employees have bid from another unit and are unsuccessful in obtaining full unit qualification, then upon exercising their return rights (Article 32.14), they shall be treated for all compensation purposes (salary, ATCP, and increment date) as if they had never worked independently pursuant to this letter.

LETTER OF UNDERSTANDING 2017-01

Re: Eyeglasses

The Company agrees to reimburse employees up to two hundred and twenty-five dollars (\$225) once every two (2) years for a second pair of eyeglasses needed to correct vision which is necessary for them to perform their duties as required by their Medical Certificate.

Employees will be required to provide a copy of the prescription by an ophthalmologist or optometrist.

Prescription sunglasses with corrective lenses will be eligible for reimbursement for Tower Controllers only.

LETTER OF UNDERSTANDING 2019-01

Re: Summer Overtime

The parties agree that for the calendar years 2019 and 2020 exclusively, the following conditions shall apply, notwithstanding Article 20.02(a) of the collective agreement:

1. Employees who work overtime between June 15 and September 15, and who choose to have such hours paid out, shall be compensated at two and a quarter (2.25) times their straight-time hourly rate.
2. Employees who work overtime between June 15 and September 15, and who choose to bank such hours for use as time off in lieu of overtime, shall continue to bank at the usual rate of double time.
3. For 2019 and 2020, the Company will not be required to grant any time off in lieu of overtime between June 15 and September 15.
4. The parties agree to meet in March of 2021 and 2022 to consult in good faith on the continuation of the above program for the 2021 and 2022 summer period.

LETTER OF UNDERSTANDING 2019-02

Re: Article 29 Training- FAM FLIGHT Trial

Effective January 1, 2020, and for the balance of this and the next FAM period (ending December 31, 2023), the parties agree on a trial basis, the following additions to Article 29 and Appendix C, in order to provide controllers with meaningful opportunities for continuous learning and career development.

Destinations

Approved Conference or location - A conference or location which is agreed upon annually by NAV CANADA and CATCA prior to January 1 of each year.

All controllers who meet eligibility requirements set out in Article 29, and provided the receiving destination is able to accommodate the visit, set out in Article 29:

- For ACC controllers, any other ACC or ATC 6 tower in Canada (for clarity the same provision applies to Vancouver, Calgary, Toronto, and Montreal towers)
- For other tower controllers, any other ATC unit in Canada
- any NAV Canada facility within the controller's FIR, provided there is a direct unit interaction.
- any Approved Conference or location in accordance with above definition and in accordance with the side letter attached.
- access to NAV Canada aircraft where operationally feasible; flight deck jumpseat subject to the Captain's agreement.
- Additionally, where NAV Canada or a controller identifies other career development opportunities, additional locations may be mutually agreed upon. Failing agreement, the above default list applies.

The agreed Familiarization Flight and Unit Visit Guidelines will apply.

LETTER OF UNDERSTANDING 2019-03

Re: Maintenance of Salary

1. Provided a controller has performed active control duties for NAV CANADA (or in the case of a "continued employee" for NAV CANADA and Transport Canada) for a period of five (5) years and is no longer able to perform active control duties due to medical reasons, it is agreed that the individual involved will suffer no loss of their normal pay for a minimum of one (1) year. Subject to paragraph 5 below, this one (1) year period will commence on the date on which the medical endorsement of their air traffic controller licence is revoked or sixty (60) days following the first day that the employee ceases to exercise active control duties as a result of being on sick leave, whichever is earlier.
2. Prior to being placed on maintenance of salary, or while the employee is on maintenance of salary, the employee may be offered temporary alternate duties for which the employee is medically qualified. During any period of full-time temporary accommodation the employee will not be utilizing their maintenance of salary.
3. If the employee is unable to perform such temporary alternate duties because of medical reasons or if no temporary alternate duties are available then they must utilize all earned leave credits, with the exception of two hundred and forty (240) sick leave hours (if available), during the maintenance of salary period referred to above. In the event the employee does not return to work, the two hundred and forty (240) sick leave hours will be forfeited and have no monetary value.
4. The total maintenance of salary provided under this letter shall not exceed one (1) year during an employee's total period of employment with NAV CANADA and its predecessor the Public Service unless, through consultation on individual cases, the parties agree to an extension of salary maintenance.
5. An employee will not be placed on maintenance of salary if the employee has sufficient sick leave credits to cover the period of their absence and the employee's LVC is not affected.
6. Where it is evident to the parties that an employee requires an extended medical absence, NAV CANADA, in agreement with CATCA National, may place the employee on maintenance of salary immediately. In these situations, the employee will still be required to obtain the appropriate documentation related to their licence. In the event the employee's licence is not affected by their medical condition, or their medical condition is not supported, the employee will be required to repay any maintenance of salary advanced to them.

LETTER OF UNDERSTANDING 2019-04

Re: End of Career Leave Program Trial

The parties agreed to a trial whereby employees would be permitted, at their sole option, to bank any portion of their worked hours of overtime for use as a period of leave just prior to retirement. The conditions are as follows:

1. Employees must have at least twenty (20) years of continuous service to be eligible to participate in the program.
2. On March 31 of each year (2019, 2020, 2021, 2022) of the trial, eligible employees who have accumulated and not utilized time off in lieu of overtime (TOIL) may deposit any portion of those hours into their End of Career Leave Program ("the EOC Bank"). Such hours may not thereafter be paid out nor utilized as time off except in accordance with this program. EXCEPTION: Employees who become unable for whatever reason to take their EOC Leave in accordance with this LOU (such as failure to give the required advance notice, or falling ill prior to the start of the EOC Leave) shall have such banked time paid out.
3. Employees may bank up to a maximum of six (6) calendar months of End of Career Leave.
4. Employees wishing to use their banked time for EOC Leave must give the Company at least six (6) months' notice prior to the intended start date of the EOC Leave, as well as an irrevocable notice of retirement to immediately follow the period of EOC Leave. NOTE: Subject to paragraph 3 above, any unused TOIL credits remaining on the date employees provide their six months' notice may be deposited in their EOC Bank.
5. For clarity, once the EOC Leave period begins, employees will no longer be scheduled to perform any regular or overtime work. Such period of leave will be considered as time worked for all purposes, including but not restricted to earning of additional leave credits (sick, vacation, etc.) which shall be paid out upon retirement.
6. Once the EOC Leave begins, employees will no longer be eligible to commence Sick Leave, MOS and Long Term Disability.
7. Irrespective of whether the trial is renewed after 2023, time banked under this trial program will continue to be available for EOC Leave.

LETTER OF UNDERSTANDING 2019-05

Re: National Joint Scheduling/Staffing Initiative

CATCA and NAV CANADA agree to establish a National Joint Scheduling / Staffing Committee to analyse current scheduling arrangements and make non-binding recommendations aimed at improving scheduling practices and staff levels. The work of the Fatigue Safety Action Group will be instrumental in informing this work.

The initiative will have the following elements:

1. Establish a committee, timelines, work plan and terms of reference

This will involve a thorough analysis of current state.

2. Study and identify future scheduling options

This will involve a thorough analysis of possible shift rotations in conjunction with the initiative to implement a new scheduling tool to replace ESS.

3. Create new scheduling options

The Committee will work with local units to create mutually agreed upon schedules specific to site needs, traffic, staffing levels, principles of fatigue science and cost/benefit analysis.

4. Implement new schedules where mutually agreed

Transition specialties to newly created schedules as agreed by the parties.

5. Post-Implementation

Ongoing evaluation of whether the new schedules are producing the desired result and adjust as necessary.

LETTER OF UNDERSTANDING 2019-06

Re: Voluntary Weekend Worker Trial

During the current round of collective bargaining CATCA and NAV CANADA agreed to renew the voluntary weekend worker trial negotiated during the previous round of bargaining and established in September of 2009 and extended during collective bargaining in 2011. The trial shall be continued for the life of the current collective agreement. The following terms shall apply:

CATCA and NAV CANADA have agreed to undertake shift cycle trials whereby employee(s) agrees to work a triple 4/3, 5/2 cycle beginning on any day of the week provided scheduled days worked in each week are consecutive and include at least one of a Saturday or Sunday (partial) or both Saturday and Sunday (full). This may afford other employee(s) the opportunity of enjoying additional weekends off.

General Managers of each region will be authorized to enter into trials in any units/specialties that are interested (no limit), subject to local union consent, utilizing the following base criteria:

- Trials shall be for a 1-year period (taking into consideration the start/end of 56-day averaging periods)
- The trials shall be planned in advance, and the employer shall endeavour to place participants on weekend worker schedules before local annual leave selection commences
- Voluntary participation (confirmation of interest and agreement through local manager and CATCA Branch Chair)
- Participants may not opt out during the trial
- Trial must be operationally feasible, and this to be determined by the discretion of management
- No loss, no gain in pay or hours in transition to or from weekend worker schedules
- Selection process for trial cycles shall be in accordance with Clause 16.02(h) of the collective agreement
- No employee's shift cycle will be changed as a result of this trial except by the employee's consent
- Participants in the trial are not eligible to select any newly generated cycles while on the trial.

In addition to the above, specifically concerning "partial" weekend workers:

- Schedules which would be available to more senior employees will not be detrimentally affected due to the implementation of partial weekend worker schedules.
- Improvement of access to weekends for other employees is not a requirement for implementation of the partial weekend worker schedules.

Three months prior to end of trials, national representatives of union and management will meet to review the findings:

- Both parties must agree to extend trial or implement new schedules, otherwise trials are cancelled without prejudice to either party;
- If trials are cancelled, or if the employee opts out of the weekend worker initiative after the trial has concluded, those who changed cycles to participate in the trial will be guaranteed a cycle that contains at least as many weekends off as they enjoyed prior to participating in the trial.

LETTER OF UNDERSTANDING 2019– 07

Re: Staffing of Part-Time UPS Positions – National Trial

The parties have agreed to the following on a without prejudice and without precedent basis:

1. When staffing future UPS positions, NAV CANADA shall first run competitive processes using the current requirement for a full-time UPS position.
2. In the event no successful candidates are obtained after running the competition for full-time UPS positions, a subsequent competition will be run for a part-time UPS position on a temporary basis for up to three (3) years.
3. When part-time UPS positions are filled, NAV CANADA will run competitive processes each (3) three years for full-time UPS positions. If no full-time UPS candidates are found, a subsequent competition will be run for a part-time UPS position on a temporary basis of up to three years. In the event the part-time UPS position is posted and the only applicants are the current incumbents, the competition will cease and the incumbent(s) will remain in the position for three years.
4. At the end of the term, the above process will be repeated.
5. The area of selection for part-time UPS shall be the applicable ACC where the vacancy arises. Only employees who hold valid medical certificates and are qualified and operationally current are eligible.
6. The successful candidates must work at least four (4) regular scheduled shifts in control positions in each fifty-six (56) day averaging period in order to remain operationally current; and
7. This agreement may be terminated by providing 90 days' notice in writing to the other party
8. Should this agreement be terminated in accordance with paragraph 7 above, any part-time UPS will be given the option of returning to their previous position or revert to a full-time UPS at the end of the notice period.

LETTER OF UNDERSTANDING 2019- 08

Re: Financial and Pre-Retirement Planning Seminars

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

Employees in remote locations may request, once in their career, an individual retirement session of up to two hours, with no loss of regular pay, and will be reimbursed up to two hundred dollars (\$200) for the cost of such a session.

LETTER OF UNDERSTANDING 2019-09

Re: End of Career Sick Leave Trial

The parties agree to a trial for the life of the collective agreement whereby employees would be permitted, at their sole option, to convert the payment referred to in Article 24.08 (fifty percent (50%) of their unused sick leave credits) to a maximum of six (6) months' end of career leave. Any additional sick leave credits remaining in their bank at retirement would be paid out at 50%.

Employees wishing to take this leave must give the Company at least six (6) months' notice prior to the intended start date of the end of career leave, as well as an irrevocable notice of retirement to immediately follow the pre-retirement leave.

Once an employee has commenced end of career sick leave, they will no longer be scheduled to perform any regular or overtime work. Such period of leave will be considered as time worked for all purposes, including but not restricted to earning of additional leave credits (sick, vacation, etc.) which shall be paid out upon retirement.

Once the end of career sick leave begins, employees will no longer be eligible to commence Sick Leave, MOS and Long-Term Disability.

An employee wishing to use this leave who has also opted to use the End of Career (TOIL) Leave must give the Company at least twelve (12) months' notice prior to the commencement of the EOC sick leave. In such cases, the EOC Leave will begin immediately following the end of the EOC sick leave.

The parties agree to review the results of this trial at the end of each year and either party may opt to end the trial following each review.

LETTER OF UNDERSTANDING 2019-10

Re: Group Savings Plan (GSP) – Direct Deposit of Year End Payments

The parties agree that, effective leave year end 2020, NAV CANADA will provide employees with the opportunity to deposit a fixed dollar amount of the employee's year end payouts of time off in lieu of overtime (Article 20.02(a)), lieu leave and vacation (27.06(c)(iv)) directly into the Group Savings Plan. The procedure and mechanism will be determined by NAV CANADA and communicated to employees during the closed period of the collective agreement.

LETTER OF UNDERSTANDING 2019-11

Re: Partial Suspension of National Bid Program

The Company's obligation (Article 32.10) to post anticipated training opportunities for the upcoming calendar year under the National Bid Program will be suspended solely for the months of June 2020 and June 2021 (for training opportunities in 2021 and 2022 respectively) for positions at Level 1, 2 and 3 towers. In 2021 and 2022 100% of these vacancies will be reserved for ab initios prior to being offered to bidders. Posting requirements will resume in June 2022 for training opportunities in 2023.

The Company shall run Interim Bids for all training opportunities at ATC-4, ATC-5 & ATC-6 grade towers and such Interim Bids shall be restricted to employees bidding from lower grade towers.

During the suspension period, the Company may continue to run Interim Bids for vacancies at its discretion. In such circumstances, the Interim Bids shall be open to all employees, subject to Article 32.06 of the collective agreement.