

APPENDIX A

Agreement Concerning Confidentiality and Non-Disclosure;

**Agreement Regarding No Future Employment with NAV Canada
in a Non-Bargaining Unit Position for One Year**

Whereas CATCA/Unifor Local 5454 has the lawful and statutory duty to fairly represent the interests of all members of the Local;

Whereas that lawful duty of the Union is met, fulfilled and surpassed principally, though not exclusively by a senior leadership team consisting of a President, Executive Vice President, and five Regional Vice Presidents;

Whereas each of the aforesaid Officers of the Union make up the Board of Directors of the Union;

Whereas each of the aforesaid Officers has access to and obtains, through various means internal to the Union, confidential information pertaining to the collective bargaining, labour relations and internal political strategies of the union, as well as financial information regarding the expenditures and costs of the Union;

Whereas each of the aforesaid Officers, individually and collectively, have a fiduciary duty to act solely for the benefit of the membership and the Union as a whole, without any hint or prospect for personal gain or advantage arising from his/her representative functions, responsibilities and office;

Whereas the integrity and interests of the Union as a collective bargaining agent and independent institution may be compromised or reasonably appear to be compromised if any member of the Board of Directors receives a personal advantage, benefit, or gain from NAV Canada, without the concurrence of the Union;

General Declaration and Undertaking

I declare and agree that I have voluntarily stood for election to the Board of Directors of the Union understanding the obligations spelled out below which I accept and agree to adhere to during and after my tenure as a member of the Board of Directors of the Union and as part of the executive leadership team.

Part A: No future employment, consulting, or work relationship for gain with NAV Canada

During my tenure in office, and for a period of one year after ceasing to hold office as a Director of CATCA/Unifor Local 5454 (hereinafter “the Union”) I agree that I shall not seek, apply for, or accept employment with NAV Canada in a non-bargaining unit position, nor shall I engage in a consulting or other non-bargaining unit work/professional relationship with NAV Canada, (outside of my work, activities and duties as a Union Official), for personal gain, compensation, or profit.

Part B: Non-Disclosure of Confidential Information

I understand and agree that during my tenure in office as a Director, and for the purpose of fulfilling my duties and role as a Union Representative, I will be provided confidential information, not disclosed to the public or to any person outside of the Board of Directors about the collective bargaining, labour relations, dispute resolution, institutional strategies, and internal deliberations of CATCA/Unifor Local 5454 and its leadership team of Directors. I understand and agree that I will also be furnished confidential information about the financial status of the Union, its expenditures, activities, costs and internal deliberations about these matters.

I agree that I shall keep such confidential information in the strictest of confidence and will not use such information for any purpose other than the conduct of my duties and responsibilities as a Director of the Union. I agree that I shall not, in any circumstance, during my tenure as a Director, or at any time thereafter, disclose such information to any non-bargaining unit employee or Officer or agent of NAV Canada without the Union's consent, unless required by law and or unless such disclosure is in furtherance of my duties as a Union representative fulfilling the purposes of the Union.

I agree that such confidential information is and will remain the exclusive property of the Union. I agree that upon ceasing to hold office I shall return to the President of the Union (in the case of the President to the Executive Vice President) all paper, digital or electronic media or other material containing such confidential information.

I understand and agree that if I violate or breach any of the commitments made in this undertaking I may be subject to liability for damages and or injunctive relief in a legal action that may be brought against me. The covenants of this Agreement shall be severable, and if any of them is held invalid because of its duration, scope of area or activity, or any other reason, the parties agree that such covenant shall be adjusted or modified by the court to the extent necessary to cure that invalidity, and the modified covenant shall thereafter be enforceable as if originally made in this Agreement.

I understand and agree that this agreement shall be governed by the laws of the province of Ontario.

Name (Print) _____

Signature _____

BoD Position _____

For CATCA/Unifor Local 5454

Name (Print) _____

Signature _____

BoD Position _____

Signed this _____ of _____ in the city of _____ .