

COLLECTIVE AGREEMENT

Between

NAV CANADA

and the

**CANADIAN FEDERAL PILOTS ASSOCIATION
(CFPA)**

**Expiry Date
April 30, 2022**

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SECTION I - RELATIONSHIP BETWEEN THE PARTIES

ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between NAV CANADA, the employees and the CFPA, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.
- 1.02 The parties to this Agreement share a desire to improve the quality of NAV CANADA, to maintain a high standard in the operation of air navigation services and to promote the well-being and increased efficiency of its employees. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the NAV CANADA in which members of the bargaining units are employed.

ARTICLE 2

APPLICATION

- 2.01 The provisions of this Agreement apply to the Association, employees, and NAV CANADA.

ARTICLE 3**INTERPRETATION AND DEFINITIONS**

- 3.01 Considering that the terms and conditions of employment of employees in the bargaining unit being set out in the present Collective Agreement, it is agreed that in the event of any contradictions between a provision of the present Collective Agreement and any other custom, policy or practice of NAV CANADA, the provisions of the present Collective Agreement shall prevail.
- 3.02 The management rights of NAV CANADA shall not be restricted in any way by any practice, custom or past agreement not specifically renewed as part of this Agreement or by any individual or collective privilege not specifically provided for in this agreement.
- 3.03 For the purpose of this Agreement:
- (a) "Association" means the Canadian Federal Pilots Association;
 - (b) "bargaining unit" means the Group described in Article 6;
 - (c)
 - (i) continuous service means:

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

continuous service including the cumulative periods of continuous service where interruptions in service of less than three (3) months occur. The duration of breaks must be subtracted from the period of continuous employment.
 - (iii) the continuous service or continuous employment of a "designated" continued employee shall include his or her continuous service or continuous employment as an employee engaged in the Public Service as defined in the Public Service Staff Relations Act (R.S.C. c.P-35 s.i.) as at November 1, 1996, and who was employed in any department or organization mentioned in any version of Part 1, Schedule 1 under the said Act prior to November 1, 1996.;
 - (d) "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 least one year,

continue to live with each other and who have publicly represented themselves as spouses;

- (e) "day of rest" in relation to an employee means a day other than a Holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave of absence;
- (f) "employee" means a person who is a member of the bargaining unit and is recognized to have attained the status of professional pilot. They shall be identified as Service Design Pilots (SDP), Procedure Design Specialist (PDS) and Flight Inspection Pilots (FIP).
- (g) "regular employee" is an employee hired for an indeterminate period.
- (h) "temporary employee" is an employee hired for a specific term. Temporary employees shall be governed in accordance with Appendix B.
- (i) "holiday" means the twenty-four (24) hour period commencing at 00:01 a.m. of a day designated as a Holiday in this Agreement;
- (j) "leave" means authorized absence from duty by an employee during the employee's regular or normal hours of work;
- (k) "membership dues" means the dues established pursuant to the constitution of the CFPA as the dues payable by its members as a consequence of their membership in the CFPA, and shall not include any initiation fee, insurance premium, or special levy;
- (l) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176
- (m) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
- (n) "hourly rate of pay" means an employee's daily rate of pay divided by seven and one-half (7 1/2);
- (o) "time and one-half" means one and one-half (1 1/2) times an employee's hourly rate of pay;
- (p) "location" is identified by the premises where the employee normally works or the organization entity to which the position is attached.

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

ARTICLE 4

OFFICIAL TEXTS

- 4.01 Both English and French texts of this Agreement shall be official. Where there is a conflict over the interpretation, the language of negotiation shall prevail

ARTICLE 5

MANAGEMENT RIGHTS

- 5.01 Subject to the terms of this Agreement, the CFPA recognizes that NAV CANADA has the exclusive right to manage and direct its operations.

ARTICLE 6**RECOGNITION**

- 6.01 NAV CANADA recognizes the CFPA as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the fourteenth (14th) day of November 1984, and deemed to be a certificate of the Canada Industrial Relations Board (CIRB) pursuant to S.69 of the *Canadian Air Navigation System Commercialization Act* (S.C, 1996, C20).covering all of the employees of NAV CANADA in the Aircraft Operations Group in the Technical Category.
- 6.02 NAV CANADA recognizes that it is a proper function and a right of the CFPA to bargain with a view to arriving at a collective agreement, and NAV CANADA and the CFPA agree to bargain in good faith, in accordance with the provisions of the *Canada Labour Code*.

ARTICLE 7

WORK OF THE BARGAINING UNIT

7.01

- (a) The duties of the bargaining unit, as defined by the Certificate referenced in Article 6.01, are to be performed by members of this bargaining unit. Such work shall not be performed by another NAV CANADA employee outside the bargaining unit unless that work also forms a bona fide part of the duties of that employee.
- (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.

ARTICLE 8

APPOINTMENT OF REPRESENTATIVES

- 8.01 NAV CANADA acknowledges the right of the CFPA to appoint Representatives from amongst the employees.
- 8.02 The CFPA shall determine the area to be serviced by each Employee Representative.
- 8.03 The CFPA will notify NAV CANADA in writing of the name of its Representatives and will advise promptly of any changes made to the list.
- 8.04 Where more than one NAV CANADA employee is a CFPA representative, the CFPA shall advise the employer which representative is the chief point of contact to coordinate communications between the union and management.

ARTICLE 9**TIME OFF FOR REPRESENTATIVES**

- 9.01 It is recognized by the parties to this agreement that it is in the best interest of the employer and the employee to facilitate the ability of management and labour to represent their principles through the frequent exchange of information including actions taken or contemplated that may impact individuals, the corporation or the union and informal consultation. The following terms are intended to assist the parties in carrying out these responsibilities in a fair and equitable manner.
- 9.02 The parties agree to coordinate requests by either the CFPA or NAV CANADA management, for the availability of CFPA representatives for union related business, with the representative's immediate manager.
- 9.03 A Representative shall obtain the permission of his or her immediate Supervisor before leaving work to investigate with fellow employees complaints of an urgent nature, to meet with local management for the purpose of discussing such complaints or problems directly related to employment and to attend meetings called by management. The Representative shall report back to his or her Supervisor, or designee, before resuming normal duties.
- 9.04 When a representative is required to represent the CFPA at the request of NAV CANADA management, time spent by the representative shall be considered as time worked for the purposes of this collective agreement.

ARTICLE 10

ACCESS

- 10.01 NAV CANADA agrees that access to its premises may be allowed to permanent employees of the CFPA for the purpose of interviewing a member.
- 10.02 Permission to hold such meeting shall in each case be obtained from NAV CANADA's Labour Relations Department and such meeting shall not interfere with the operations of the department or section concerned.

ARTICLE 11

CHECK-OFF

- 11.01 NAV CANADA will, as a condition of employment, deduct the equivalent of the amount of membership dues from the monthly pay of all employees in the bargaining unit.
- 11.02 The CFPA shall inform NAV CANADA in writing of the authorized monthly deduction to be checked off for each employee defined in clause 11.01.
- 11.03 For the purpose of applying clause 11.01, deductions from pay for each employee in respect of each month will start with the first full month of employment or membership to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any one month to permit deductions, NAV CANADA shall not be obliged to make such deductions from subsequent salary.
- 11.04 An employee who satisfies NAV CANADA to the extent that the employee declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that the employee will make contributions to a charitable organization equal to dues shall not be subject to this Article.
- 11.05 No employee organization, other than the CFPA, shall be permitted to have membership dues and/or other monies deducted by NAV CANADA from the pay of employees in the bargaining unit.
- 11.06 The amounts deducted in accordance with clause 11.01 shall be remitted to the CFPA within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on each employee's behalf.
- 11.07 NAV CANADA agrees to make deductions for other purposes on the basis of the production of appropriate documentation.
- 11.08 The CFPA agrees to indemnify and save NAV CANADA harmless against any claim or liability arising out of the application of this Article.

ARTICLE 12

INFORMATION

- 12.01 NAV CANADA agrees to supply the CFPA each quarter with the name, geographic location and classification of each new employee.
- 12.02 NAV CANADA agrees to supply each employee with a copy of the Collective Agreement. The cost of printing the Agreement will be divided equally between the CFPA and NAV CANADA

ARTICLE 13**BULLETIN BOARDS**

- 13.01 NAV CANADA will provide specific bulletin board space for the use of the CFPA at suitable locations accessible to employees, sites to be determined by NAV CANADA and the Association, provided that the use of such boards by CFPA shall be restricted to the posting of information relating to the business affairs, meetings, social events and reports of various committees of the Association, and shall contain nothing that is adverse to the interest of NAV CANADA. Copies of information to be posted shall be supplied to the Labour Relations Officer concerned. NAV CANADA shall have the right to refuse the posting of any information it considers adverse to its interests. NAV CANADA will make available to the CFPA specific locations on the premises for the storage of reasonable quantities of CFPA literature.
- 13.02 With the approval of Management, a CFPA representative may use NAV CANADA's equipment/facilities for Association purposes.

ARTICLE 14

EMPLOYMENT REFERENCES

- 14.01 Unless requested otherwise in writing by the employee or former employee, personal references shall be given to a prospective Employer on application by such Employer, indicating length of service, principal duties and responsibilities, and performance of such duties.

ARTICLE 15

SAFETY AND HEALTH

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

ARTICLE 16

PERSONAL AND PROTECTIVE EQUIPMENT

- 16.01 The Company will supply pilots performing flying duties in Flight Operations the personal and protective equipment which is necessary for them to perform their duties. Employees will be reimbursed for required PPE items in accordance with a replacement schedule. The list of equipment to be provided as well as the replacement schedule may be changed by mutual agreement of the parties.

ARTICLE 17

LICENCE AND MEDICAL FEES

17.01 NAV CANADA shall reimburse an employee for his or her payment of fees incurred in:

- (a) obtaining medical examinations, including but not limited to electrocardiograms, specialist reports and x-rays, when required by the licencing authority, for the purpose of the renewal of a pilot's licence

and

- (b) renewing his or her pilot's licence including ratings and endorsements thereto, when required by NAV CANADA as a condition for the continuation of the performance of the duties of his or her position

and

- (c) paying only for Transport Canada and flight test examiner fees in the course of pilot licence renewal in the case of employees where it is not a condition for the continuation of the performance of the duties of his or her position.

ARTICLE 18**LEAVE WITH OR WITHOUT PAY FOR CFPA BUSINESS****18.01 Canada Industrial Relations Board Hearings****(1) Complaints made to the Canada Industrial Relations Board**

Where operational requirements as determined by NAV CANADA permit, NAV CANADA will grant:

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

(2) Applications for Certification, Representations and Interventions with respect to Applications for Certification

Where operational requirements as determined by NAV CANADA permit, NAV CANADA will grant leave without pay:

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

(3) Employee called as a Witness

NAV CANADA will grant:

- (a) leave with pay to an employee called as a witness by the Canada Industrial Relations Board,

and

- (b) where operational requirements as determined by NAV CANADA permit, leave without pay to an employee called as a witness by an employee or the Association.

18.02 Contract Negotiations Meetings

Where operational requirements as determined by NAV CANADA permit, NAV CANADA will grant leave with pay to an employee for the purpose of attending contract negotiations meetings on behalf of the Association.

18.03 Preparatory Contract Negotiations Meetings

Where operational requirements as determined by NAV CANADA permit, NAV CANADA will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiations meetings.

18.04 Meetings between the CFPA and Management

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

18.05 Group Executive Meetings, CFPA Executive Meetings and CFPA Conventions

Where operational requirements as determined by NAV CANADA permit, NAV CANADA will grant leave without pay to a reasonable number of employees to attend Group Executive meetings, CFPA Executive meetings and CFPA Conventions.

18.06 Representatives' Training Courses

Where operational requirements as determined by NAV CANADA permit, NAV CANADA will grant leave without pay to employees who exercise the authority of a representative on behalf of the CFPA to undertake training related to the duties of a representative.

18.07 Elected CFPA Officials

- (a) With reasonable notice from the employee in writing that he/she has been elected to serve as a full time elected CFPA official, NAV CANADA will grant leave to the employee for the term of the appointment.

- (b) This period of leave will count as continuous service for purposes of calculating seniority, severance pay, vacation leave and pay increments granted in the interim.
 - (c) Upon termination of his or her position with the CFPA, the employee shall be entitled to resume employment with NAV CANADA at the salary he/she was paid at the time of leaving plus any increases granted in the interim.
- 18.08 An employee granted leave under this Article, shall continue to receive his or her regular salary for the period of leave granted, subject to the CFPA reimbursing NAV CANADA for all associated costs.

ARTICLE 19

ILLEGAL STRIKES

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

ARTICLE 20

PUBLICATIONS

20.01 NAV CANADA agrees to ensure that employees have ready access to all publications considered necessary to their work by NAV CANADA.

ARTICLE 21

PENSION

21.01 Members of the bargaining unit are entitled to the benefits of the NAV CANADA pension plan.

21.02

- (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 permanent hires enrolled in Part B of the NAV CANADA Pension Plan shall, upon completion of their probation period, receive a two thousand dollar (\$2,000.00) 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. Employees shall only receive the lump sum payment once in their lifetime.

SECTION II - CONSULTATION AND REDRESS

ARTICLE 22

JOINT CONSULTATION AND COMMUNICATIONS

- 22.01 The parties acknowledge the mutual benefits to be derived from joint consultation and will consult on matters of common interest.
- 22.02 Subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties.

National Consultation

- 22.03
- (a) Consultation meetings with Senior Management shall take place semi-annually. The frequency of meetings of regional Association representatives and their respective management shall be determined by mutual agreement.
 - (b) 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.
- 22.04 The Joint Issues Working Group (JIWG), derived from a common interest in proactive and transparent communications between parties, will meet on a monthly basis for a duration deemed mutually acceptable and necessary by both parties. The purpose of these meetings will be for both parties to openly discuss and jointly resolve matters brought forward on a timely and collaborative basis.

The parties may, through mutual agreement, adjust the frequency of meetings and composition of the JIWG as appropriate.

ARTICLE 23**GRIEVANCE PROCEDURE****23.01 Definition of Grievance**

A grievance shall be defined as any dispute between NAV CANADA and the CFPA (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, Association grievances and company grievances.

23.02 Definition of Days

A day shall mean calendar days, however, where a deadline occurs on a Saturday, Sunday or Holiday (as identified in Article 29), the deadline shall be extended to the next normal business day.

23.03 Disclosure of Information

In the interest of resolving disputes in an expeditious and efficient manner, the representative of each party should share all relevant information as it relates to the subject matter during the complaint and grievance procedure.

23.04 Dispute Resolution*Complaint Stage*

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

Step 1

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

may submit a written grievance to the employee's authorized management representative.

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

Step 2

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

Referral to Arbitration

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

23.05 Abbreviated Procedure

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

23.06 Extension of Time Limits

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

The parties agree that the time limits prescribed in this article, in relation to matters identified by either party for discussion at a JIWG meeting, are deemed to be extended by mutual agreement until such time as either party gives notice in writing of withdrawing such agreement.

23.07 Time Off Work for Complaints, Grievances and Arbitration Processes

- (a) No employee or employee representative will leave his or her work during working hours to discuss complaints or grievances without first obtaining the permission of the authorized management representative. Such permission shall not be withheld unreasonably.
- (b) When NAV CANADA originates a meeting with the employee who has presented a grievance, leave with pay will be granted including, where applicable, travel expenses in accordance with the Travel Policy.
- (c) When a discussion or meeting on a complaint or grievance takes place during the employee's normal working hours, at the employee's work location (35 km radius) and permission to attend is granted, the employee shall not suffer loss of regular pay. When a discussion or meeting on a complaint or grievance takes place during the employee's normal working hours, but at a location outside the employee's work location (35 km radius), the employee shall not be entitled to be paid unless the meeting is originated by NAV CANADA.
- (d) When a discussion or meeting on a complaint or grievance takes place during normal working hours and permission to attend is granted to the authorized CFPA representative, the authorized CFPA representative shall not suffer loss of regular pay if the discussion or meeting is within his or her area of jurisdiction. If the discussion or meeting is outside his or her area of jurisdiction the authorized CFPA representative shall not be entitled to be paid unless the meeting is originated by NAV CANADA.
- (e) Employees and authorized CFPA representatives will not be entitled to be paid when discussions or meetings on complaints or grievances take place outside their normal working hours. However, if NAV CANADA originates the meeting outside regular working hours for an employee or authorized CFPA representative, the time spent by

the employee or authorized CFPA representative shall be considered as time worked for the purposes of this Collective Agreement.

23.08 Notification of Authorized Representatives

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

23.09 Permission to Enter Premises or Offices

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

23.10 Arbitration Procedure

Powers of an Arbitrator

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

Cost of Arbitration

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

List of Arbitrators

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

Expedited Arbitration

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

Sole Arbitrator v. Board of Arbitration

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

Arbitration Board

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

Arbitration Procedure

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

Decision

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

Arbitrability

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

Location of Arbitration Hearing

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

ARTICLE 24

NAV CANADA JOINT COUNCIL AGREEMENTS

- 24.01 Agreements (as amended from time to time) concluded by the NAV CANADA Joint Council 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) form part of this Collective Agreement
- 24.02 Grievances with respect to the above-mentioned agreements will be determined in accordance with the NAV CANADA Joint Council By-laws.

ARTICLE 25**EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES****25.01**

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

25.02

- (a) Prior to an employee performance review the employee shall be given:
 - (i) the evaluation form which will be used for the review;
 - (ii) any written document which provides instructions to the person conducting the review.
- (b) If, during the employee performance review, either the form or instructions are changed, they shall be given to the employee.

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

25.04 Work output shall not be used to override work quality for the assessment of an employee's performance.

25.05 Upon written request of an employee, the personnel file of that employee shall be made available for his or her examination in the presence of an authorized representative of NAV CANADA.

- 25.06 Grievances arising from this article 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.
- 25.07 Prior to the period of the employee's assessment, the employee shall meet with the appraising manager in order to define the employee's roles and responsibilities and establish the objectives that the employee is expected to meet during the term of the assessment.
- 25.08 On written request, an employee shall be provided with an assessment of his or her performance or of his or her potential. NAV CANADA may elect to respond to requests for assessment of performance or potential no more than once per year per employee.
- 25.09 The Company agrees to defend all employees and their estates, including the use of legal counsel, in any legal actions arising in connection with the performance of their duties and to protect them and hold them harmless from any judgment rendered thereunder save in the case of gross negligence or willful misconduct.

ARTICLE 26

DISCRIMINATION

- 26.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practised 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 union affiliation.
- 26.02 The parties agree that grievances arising from Article 26.01 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.
- 26.03 Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

ARTICLE 27**DISCIPLINE**

- 27.01 Discipline may be imposed where just cause exists and will be levied in a timely fashion. Generally, discipline is intended to correct undesirable behaviour or conduct and, where appropriate, shall be progressive in nature.
- 27.02 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.
- 27.03 Any document, relating to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the infraction took place, provided that no further occurrence of disciplinary action has been recorded during this period.
- 27.04 Employees who, in good faith, raise a concern or report any clear or suspected illegal, unethical or improper acts or activities shall not be disciplined nor adversely affected as a result of such a report.
- 27.05 The CFPA shall be notified of any investigation that may result in a disciplinary action being taken by NAV CANADA against a CFPA member. Such notice shall provide a description of the allegations and make known the office responsible for carrying out the investigation. The CFPA shall not interfere with the conduct of a lawful investigation by NAV CANADA.
- 27.06 Prior to any discipline being imposed, an employee shall be given notice in writing to attend a meeting, during which the employee will have an opportunity to discuss the circumstances with all parties present. Such notice shall contain a description of the subject matter in question and advise the employee of their right to union representation. Employees shall be provided with time to consult with their CFPA representative prior to attending the meeting. The unavailability of a representative will not delay the meeting for more than forty-eight (48) hours from the time of the notification to the employee.
- In the unlikely event an urgent meeting is required and CFPA representation is not available, employees may be accompanied by an alternative NAV CANADA employee of their choosing.
- 27.07 Any formal disciplinary action taken shall be communicated to the employee in writing. NAV CANADA shall notify the local representative of the CFPA in advance so that they may arrange for representation at the time of the meeting.

SECTION III - LEAVE

ARTICLE 28

LEAVE – GENERAL

- 28.01 When the employment of an employee who has been granted more vacation leave with pay than the employee has earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted to him or her.
- 28.02 When the employment of an employee who has been granted more vacation leave with pay than the employee has earned is terminated by lay-off, the employee is considered to have earned the amount of leave with pay granted if at the time of lay-off the employee has completed two (2) or more years of continuous employment.
- 28.03 An employee is entitled, quarterly, to be informed, upon request, of the balance of his or her vacation leave credits.
- 28.04 The amount of leave with pay credited to an employee by NAV CANADA at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.
- 28.05 Leave shall be granted only in respect of time the employee would be otherwise scheduled to work at straight-time rates.
- 28.06 An employee is not entitled to leave with pay during periods when the employee is on leave without pay or under suspension.
- 28.07 An employee shall not be granted two different types of leave with pay at the same time.
- 28.08 An employee shall not earn leave credits under this Collective Agreement in any month for which leave has already been credited to the employee under the terms of any other collective agreement to which NAV CANADA is a party.

ARTICLE 29**GENERAL HOLIDAYS**

29.01 Subject to clause 29.02, the following days shall be general holidays for employees:

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

and

- (l) one additional day when proclaimed by an Act of Parliament as a National Holiday.

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

Holiday Falling on a Day of Rest

29.03 When a General Holiday under clause 29.01 coincides with an employee's day of rest, the Holiday shall be moved to the employee's first scheduled working day following the employee's day of rest.

29.04 When a General Holiday for an employee is moved to another day under the provisions of clause 29.03,

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

and

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

Compensation for Work on a Holiday

29.05 Where an employee works on a Holiday, he or she shall be paid, in addition to the pay that he or she would have been granted had he or she not worked on a holiday, compensation for all hours worked by him or her on the Holiday at one and one-half (1 ½) times the rate of his or her hourly remuneration.

29.06 Notwithstanding the provisions of clause 29.05, all hours worked on a Holiday by FIPs will be compensated as per the provisions of article 37.04.

Holiday Coinciding with a Day of Paid Leave

29.07 Where a day that is a General Holiday for an employee falls within a period of leave with pay, the Holiday shall not count as a day of leave.

ARTICLE 30**VACATION LEAVE**

- 30.01 It is agreed by the parties that it is both appropriate and desirable that each employee utilize his or her full vacation entitlement during the vacation year in which such vacation entitlement is earned.
- 30.02 The vacation year extends from April 1 to March 31.
- 30.03 The following shall apply to the scheduling of vacation leave:
- (a) Subject to the exceptions contained in this article, employees will take their vacation leave during the vacation year in which it is earned.
 - (b) Where, in exceptional circumstances, leave cannot be scheduled during the vacation year in which it is earned due to operational requirements as determined by NAV CANADA, the leave will be carried forward into the following vacation year or, at the employee's request, will be paid out at the employee's straight time rate of pay in effect at the time payment is made.
 - (c) Where vacation leave carryover in excess of one year's entitlement is outstanding at the end of any vacation year, it shall be paid out at the end of such vacation year at the employee's straight time rate of pay in effect at the time payment is made.
 - (d) At any point, an employee may elect to be paid out for any or all leave carried forward from a previous vacation year, upon provision to NAV CANADA of thirty days' notice.
- 30.04 An employee who has earned at least ten (10) days' pay for each calendar month of a vacation year shall earn vacation leave at the following rates:
- (a) one hundred and twelve and one-half (112 ½) hours per vacation year if the employee has completed less than eight (8) years of continuous employment;
 - (b) one hundred and fifty (150) hours per vacation year if the employee has completed eight (8) years of continuous employment;
 - (c) one hundred and sixty-five (165) hours per vacation year if the employee has completed sixteen (16) years of continuous employment;

- (d) one hundred and seventy-two and one-half (172 1/2) hours per vacation year if the employee has completed seventeen (17) years of continuous employment;
 - (e) one hundred and eighty-seven and one-half (187 1/2) hours per vacation year if the employee has completed eighteen (18) years of continuous employment;
 - (f) two hundred and two and one-half (202 1/2) hours per vacation year if the employee has completed twenty-seven (27) years of continuous employment.
 - (g) two hundred and twenty-five (225) hours per vacation year if the employee has completed twenty-eight (28) years of continuous employment.
- 30.05 In scheduling vacation leave with pay to an employee NAV CANADA shall, subject to operational requirements of the department, as determined by NAV CANADA make every reasonable effort:
- (a) to grant the employee his or her vacation leave during the year in which it is earned. To accommodate operational planning, employees shall plan and request vacation leave according to the following timelines:
 - (i) Employees are to submit requests for vacation leave with pay for the period of April 1 to September 30 by January 1st of the same year; and for the period of October 1 to March 31 by July 1st of the same year.
 - (b) to grant vacation leave with pay that is requested after the timelines stated in paragraph (a) of this clause subject to leave approved under paragraph (a) of this clause and operational requirements of the department;
 - (c) NAV CANADA will schedule vacation leave on an equitable basis and when there is no conflict with the interest of NAV CANADA or the other employees, according to the wishes of the employee.
- 30.06 An employee shall be entitled to a minimum of two (2) consecutive weeks of vacation.
- 30.07 The NAV CANADA Flight Operations (NCFO) operations schedule will accommodate a minimum of one (1) FIP per Home Base for a leave period of two consecutive weeks. More than one (1) FIP may be approved for leave at the discretion of the responsible Manager.
- 30.08 An employee earns but is not entitled to receive vacation leave with pay during his or her first six (6) months of continuous employment.

- 30.09 Where an employee dies or otherwise terminates his or her employment, the employee or the employee's estate shall be paid an amount equal to the earned but unused vacation leave.
- 30.10 When NAV CANADA cancels or alters a period of vacation leave which it has previously approved in writing, NAV CANADA shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as NAV CANADA may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to NAV CANADA.
- 30.11 Where during any period of vacation leave an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by NAV CANADA, that he or she incurs;
- (a) in proceeding to the employee's place of duty, and
 - (b) in returning to the place from which the employee was recalled if he or she immediately resumes vacation upon completing the assignment for which he or she was recalled,
- after submitting such accounts as are normally required by NAV CANADA.
- 30.12 The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 30.10 to be reimbursed for reasonable expenses incurred by him or her.
- 30.13 When, in respect of any period of vacation leave, events occur which would normally entitle an employee to be granted:
- (a) bereavement leave,
- or
- (b) special leave with pay because of illness in the immediate family,
- or
- (c) leave and benefits for a period equivalent to an absence due to non-occupational illness or injury, or injury on duty leave, provided that the employee satisfies NAV CANADA of this condition on production of a medical certificate, if deemed necessary by NAV CANADA, 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.

- 30.14 It is agreed that NAV CANADA may require the employee to submit the name, address and telephone number of the attending physician in order to enable NAV CANADA to determine whether or not the vacation leave will be displaced.

ARTICLE 31**DISABILITY INCOME SECURITY PROGRAM (DISP)**

- 31.01 Reflecting the intent that employees shall have income protection either through salary continuation or eligibility for long term disability benefits where absence from work is due to non-occupational illness or injury, employees shall be entitled to authorized leave and to salary continuation for absences due to non-occupational illness or injury in accordance with the terms of this Article provided that the employee satisfies NAV CANADA of his or her inability to work in such manner and at such time as may be determined by NAV CANADA.
- 31.02 In the event that an employee is absent from work under this Article, salary continuation will be provided. However, where an employee is absent for a continuous period in excess of one hundred and thirty (130) days in any twelve (12) month period, salary continuation will cease as of the one hundred and thirty-first (131st) day at which time, the employee will become eligible for long term disability benefits. Absence is considered to be continuous if it is due to a recurrence of the same or related illness within any thirty (30) day period.
- 31.03 Income Security benefits will be as follows:
- (a) salary continuation will be at one hundred percent (100%) of the employee's normal salary for up to sixty-five (65) days in any twelve (12) month period;
 - (b) any salary continuation in excess of sixty-five (65) days in any twelve (12) month period shall be at seventy percent (70%) of the employee's normal salary;
 - (c) if a period of continuous absence due to illness exceeds one hundred and thirty (130) days in any twelve (12) month period, the employee will be eligible to apply for long term disability benefits under the NAV CANADA long term disability program.
- 31.04 As of November 20, 1998, all further accumulation of former sick leave credits ceased and existing employee banks were frozen.
- 31.05 Employees who are absent from work due to a non-occupational illness or injury and who have accumulated sick leave credits as of November 20, 1998, under the former sick leave program shall:
- (a) in the event of absence due to non-occupational illness or injury, continue to use their accumulated sick leave credits in lieu of any DISP benefits until such time as their former sick leave credits are exhausted;

- (b) upon exhaustion of former sick leave credits, be entitled to income security benefits under the DISP as if the period of absence due to non-occupational illness or injury during which the sick leave credits expired had been a period solely under the DISP.
- 31.06 The use of former sick leave credits will not result in any loss of income protection eligibility either through the DISP or the NAV CANADA long term disability plan.
- 31.07 For the purpose of ensuring the wellness of all employees in the bargaining unit, the bargaining agent and NAV CANADA will jointly sponsor, endorse and support a program to be done through a mutually agreed upon third party provider.
- 31.08 Application of this program will only be considered if an employee is absent under this clause for more than ten (10) days in any twelve (12) month period, or for a continuous period of over five (5) days. Its application will be subject to the rules of privacy applicable in such cases.
- 31.09 The program will be utilized to ascertain the reasons for absences, to develop with an employee a program to assist in improved attendance or an early return to work.
- 31.10 All third-party provider costs related to this program will be borne by NAV CANADA.

ARTICLE 32**OTHER LEAVE WITH OR WITHOUT PAY**

- 32.01 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.

Bereavement Leave With Pay

- 32.02 For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), grandparent, brother, sister, spouse, child, grandchild, stepchild or ward of the employee, father-in-law, mother-in-law, step-relative and relative permanently residing in the employee's household or with whom the employee permanently resides.
- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of five (5) calendar days over one or two periods, including the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for that employee. In addition, the employee may be granted up to two (2) 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 for the purpose related to the death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law.
 - (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 sub-clauses 32.02(a) and (b). Such requests shall not be unreasonably denied.

Court Leave with Pay

- 32.03 NAV CANADA shall grant leave with pay to an employee for the period of time the employee 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 except one to which an employee is a party and otherwise than in the performance of the duties of his or her position, 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 a Senate or House of Commons of Canada, or a committee of the Senate or House of Commons,
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,

or

- (v) before any other person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Personnel Selection Leave With Pay

32.04 Where an employee participates as a candidate in a personnel selection process for a position within NAV CANADA, the employee is entitled to leave of absence with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as NAV CANADA considers reasonable for the employee to travel to and from the place where the employee's presence is so required. Remuneration in these circumstances shall be limited to regular salary.

32.05 Maternity Leave Without Pay

- (a) (i) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy, subject to the Parental Leave Without Pay clause, 32.06(d).
- (a) Nevertheless, where the employee's new-born child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period defined in subsection (i) above, the period of maternity leave without pay therein defined may be extended

beyond the date falling seventeen (17) weeks after the date of childbirth by a period equal to the period during which the child is hospitalized.

- (b) In any case described in subsection (i)(a) above where the employee has proceeded on maternity leave without pay and then returns to work during all or part of the period during which her new-born child is hospitalized, the employee may resume their maternity leave without pay when the child's hospitalization is over and remain on maternity leave without pay to the extent provided for in subsection (i)(a).
 - (c) The extension described in subsection (i)(a) or (b) shall end no later than fifty-two (52) weeks after the termination date of pregnancy.
- (ii) At its discretion, NAV CANADA may require an employee to submit a medical certificate certifying pregnancy.
- (iii) An employee who has not commenced maternity leave without pay may elect to:
 - (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,
 - (b) claim benefits under the Disability Income Security Plan up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Disability Income Security Plan (DISP). For purposes of this clause, illness or injury as defined in the Disability Income Security Plan Article shall include medical disability related to pregnancy.
- (b) Unless prevented from doing so by an unanticipated medical condition, an employee shall inform NAV CANADA in writing of her plans for taking leave with or without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.
- (c)
 - (i) After completion of six (6) months' continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides NAV CANADA with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan.

- (ii) An applicant under clause 32.05(C)(i) shall sign an agreement with NAV CANADA, providing:
 - (a) that she will return to work and work for a period of at least six (6) months, less any period in respect of which she is granted leave with pay;
 - (b) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with NAV CANADA's consent.
- (iii) Should the employee fail to return to work as per the provisions of clause 32.05(C)(ii)(a) and (b) for reasons other than death or lay-off, the employee recognizes that she is indebted to NAV CANADA for the full amount received as maternity leave allowance.
- (d) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Benefit Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of one (1) week before receiving employment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the one-week waiting period less any other monies earned during this period; and/or
 - (ii) up to a maximum of sixteen (16) weeks, payment equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
- (iii)
 - (a) for a full-time employee the weekly rate of pay referred to in clause 32.05(d)(i) and (ii) shall be the weekly rate of pay, to which she is entitled, on the day immediately preceding the commencement of the maternity leave.
 - (b) for a part-time employee the weekly rate of pay referred to in clause 32.05(d)(i) and (ii) shall be the full-time weekly rate of pay for the classification multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6) month period of continuous employment by the

regularly scheduled full-time hours of work for the employee's assignment on the day immediately preceding the commencement of the maternity leave.

- (iv) where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under clause 32.05(d)(i) or (ii) shall be adjusted accordingly.
- (e) Leave granted under this clause shall be counted for the calculation of entitlement for the purpose of severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

32.06 Parental Leave Without Pay

- (a) An employee who intends to request parental leave shall notify NAV CANADA at least fifteen (15) weeks in advance of the expected date of the birth of his or her child.
- (b) An employee may request parental leave without pay at least four (4) weeks prior to the expected date of childbirth and, subject to sections (c) and (d) of this clause, shall be granted parental leave without pay for a period beginning on the date of childbirth (or at a later date requested by the employee) and ending not later than seventy-eight (78) weeks after the date of childbirth.
- (c) 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 of the child.
- (d) Parental leave without pay utilized by an employee-couple in conjunction with the birth of their child shall not exceed a total of seventy-one (71) weeks for both employees combined.
- (e) Leave granted under this clause shall be counted for the calculation of entitlement for the purpose of severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

32.07 Adoption Leave Without Pay

- (a) An employee who intends to request adoption leave shall notify NAV CANADA as soon as the application for adoption has been approved by the adoption agency.

- (b) An employee may request adoption leave without pay at least four (4) weeks prior to the acceptance of custody of a child below the age of majority and, subject to section (c) of this clause, shall be granted adoption leave without pay for a period of up to sixty-three (63) weeks beginning on the date of such acceptance of custody or at a later date requested by the employee and ending not later than seventy-eight (78) weeks after the date of such acceptance of custody.
- (c) NAV CANADA may:
 - (i) defer the commencement of adoption leave without pay at the request of an employee;
 - (ii) grant the employee adoption leave with less than four (4) weeks' notice prior to the acceptance of custody;
 - (iii) require an employee to submit proof of adoption.
- (d) Adoption leave without pay utilized by an employee-couple in conjunction with the adoption of a child shall not exceed a total of seventy-one (71) weeks for both employees combined.
- (e) Leave granted under this clause shall be counted for the calculation of entitlement for the purpose of severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

32.08 Injury on Duty Leave

Subject to clause 32.08 (e), when an employee is injured in the performance of his or her duties, NAV CANADA shall grant the employee paid leave for such reasonable period as may be determined by NAV CANADA provided that:

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

personal liability policy for which the employee or the employee's agent has paid the premium;

- (e) 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.

Examination Leave With Pay

32.09 Leave of absence with pay to write examinations may be granted by NAV CANADA to an employee. Such leave will be granted only where in the opinion of NAV CANADA the course of study is directly related to the employee's duties or will improve the employee's qualifications.

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

32.10 Subject to operational requirements as determined by NAV CANADA an employee shall be granted leave without pay for the care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- (a) an employee shall notify NAV CANADA in writing four (4) weeks in advance of the commencement date of such leave;
- (b) leave granted under this clause shall be for a minimum period of six (6) months;
- (c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Public Service and NAV CANADA;
- (d) such leave shall be deducted for the calculation of entitlement for the purposes of severance pay and vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

Leave Without Pay for Family-Related Needs

32.11 Leave without pay may be granted for family-related needs, in the following manner:

- (a) Subject to operational requirements as determined by NAV CANADA, leave without pay for a period of up to three (3) months may be granted to an employee for family-related needs.

- (b) Subject to operational requirements as determined by NAV CANADA, leave without pay of more than three (3) months but not exceeding one (1) year may be granted to an employee for family-related needs.
- (c) An employee is entitled to leave without pay for family-related needs only once under each of (a) and (b) of this clause during the employee's total period of employment in NAV CANADA. Leave without pay granted under this clause may not be used in combination with maternity, parental or adoption leave without the consent of NAV CANADA.
- (d) Leave without pay granted under (a) of this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall be counted for pay increment purposes.
- (e) Leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

Leave With Pay for Personal and Family-Related Responsibilities

32.12

- (a) For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), grandparent, brother, sister, spouse, child, grandchild, stepchild or ward of the employee, father-in-law, mother-in-law, step-relative and relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) NAV CANADA shall grant up to five (5) days with pay in each calendar year for employees under the following circumstances:
 - (i) Personal medical, dental or legal appointments;
 - (ii) Carrying out responsibilities related to the health or care of any of their family members;
 - (iii) Carrying out responsibilities related to the education of any of their family members who are under eighteen (18);
 - (iv) Addressing any urgent matter concerning themselves or their family members;
 - (v) For needs directly related to the birth or adoption of the employee's child.

An employee requesting leave under this provision must notify his or her manager of the appointment as far in advance as possible.

32.13 Marriage Leave With Pay

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

32.14 Leave for Traditional Aboriginal Practices

- (a) Aboriginal employees who have completed three (3) consecutive months of continuous employment are entitled to and must be granted up to five (5) days of unpaid traditional Aboriginal practices leave in each calendar year as per the Canada Labour Code. Under the Canada Labour Code, "Aboriginal" means "Indian, Inuit or Métis."
- (b) Traditional Aboriginal leave may be taken in one or more periods.
- (c) An employee may take this leave to engage in traditional Aboriginal practices, including:
 - (i) Hunting;
 - (ii) Fishing;
 - (iii) Harvesting; and
 - (iv) Any practice prescribed by future regulation.
- (d) Employees are required, as soon as possible, to provide the employer with written notice of the reasons for the leave and the length of the leave that they intend to take, or change.
- (e) Within fifteen (15) days after the employee's return to work, the employer may, in writing, request documentation that shows the employee as an Aboriginal person.

The employee shall provide the document only if it is reasonably practicable for them to obtain it.

32.15 Leave for Victims of Family Violence

- (a) The Employer recognises 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.
- (b) Employees experiencing family violence will be able to access up to five (5) days paid leave and up to five (5) days unpaid leave which the employee may choose to take intermittently or in one continuous period per calendar year. This leave may be taken as consecutive or single days or as a fraction of a day.
- (c) 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.
- (d) An employee may take Leave for Victims of Family Violence 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 domestic violence;
 - (ii) To obtain services from a victim services organisation;
 - (iii) To obtain psychological or other professional counselling;
 - (iv) To relocate temporarily or permanently;
 - (v) To seek legal or law enforcement assistance, including preparing for, or participation in, any civil or criminal legal proceeding related to, or resulting from, the family violence;
 - (vi) To take any measures prescribed by the regulation.
- (e) The employer may, in writing and in no later than fifteen (15) days after and 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.

Reservist Leave

- 32.16 A leave of absence without pay as per the Canada Labour Code shall be granted to employees who have completed at least three (3) consecutive months of continuous employment from their civilian employment to take part in annual training or in certain military operations in Canada or abroad that are designated by the Minister of National Defence. This leave is also available if they are required to train or to report for duty under the National Defence Act.

Leave With or Without Pay for Other Reasons

- 32.17 All members of the bargaining unit who have completed less than eight (8) years of continuous employment and have been the holder of an Airline Transport Pilot Licence (ATPL) or Canadian military equivalent for a total of ten (10) years or more shall be granted an annual allotment of 37.5 hours of professional recognition leave with pay.
- 32.18 Unused professional recognition leave shall not be subject to any leave carry-over restrictions.
- 32.19 At its discretion, NAV CANADA may grant leave with or without pay for purposes other than those specified in this Agreement.

ARTICLE 33**DEVELOPMENTAL SEMINARS**

- 33.01 It is recognized by the parties to this Agreement that attendance at certain developmental seminars, symposiums and conferences represents opportunities for development to the employee beyond that which NAV CANADA requires of the employee to simply maintain current operations.
- 33.02 Many of these developmental opportunities do not readily associate themselves with the normal hours of work, overtime and travelling time provisions of this Collective Agreement and as such, in these circumstances these provisions will not apply.
- 33.03 Accordingly, the parties agree that when such a developmental situation is to be arranged by NAV CANADA and an employee is to be given the opportunity to attend, the employee shall be informed in advance of what is likely to be involved in respect of the employee's personal time above and beyond the employee's normal hours of work both in respect of travel and attendance at such activities.
- 33.04 If the employee wishes to be given the opportunity to attend and is permitted to do so, the employee shall be entitled to normal travel expenses incurred and shall suffer no loss of regular salary as a result of attendance at such activity.

SECTION IV - HOURS OF WORK AND COMPENSATION

ARTICLE 34

PAY

- 34.01 An employee is entitled to be paid by direct deposit at the pay specified in Appendix "A" for the classification of the position to which the employee is assigned.
- 34.02 The rates of pay set forth in Appendix "A" shall become effective on the date specified therein.
- 34.03 When an employee is required by NAV CANADA to perform the duties of a higher classification level on an acting basis for a period of at least three (3) consecutive working days, the employee shall be paid acting pay calculated from the date on which the employee commenced the assignment as if the employee had been appointed to that higher classification level for the period in which the employee acts.
- 34.04 The pay increment date for an employee appointed to a position in the bargaining unit on hiring, promotion or demotion, shall be the first Monday following the pay increment period specified in Appendix "A" as calculated from the date of the hiring, promotion or demotion.
- 34.05 The following shall apply when determining the new salary rate when employees move from the FIP classification to the SDP classification, and vice-versa:
- (a) When an employee in the SDP classification is selected pursuant to a competition process for an FIP position, this will be considered a lateral movement when determining the appropriate salary rate.
 - (i) The new salary rate upon reporting will be the same increment step at the FIP classification.

By way of illustration, an employee classified as an SPD classification at the 3rd increment shall be paid at the FIP classification at the 3rd increment.
 - (b) In the event that an employee exercises their return rights or is unsuccessful in qualifying into the new position, the employee shall return to his/her previous rate of pay. Any salary increases had they remained in their SDP position shall apply.

ARTICLE 35**HOURS OF WORK****Service Design Pilot (SDP)**

- 35.01 The normal work week shall be thirty-seven and one half (37½) hours from Monday to Friday inclusive, and the normal workday shall be seven and one half (7½) consecutive hours, exclusive of a meal period, between the hours of 07:00 and 17:00.
- 35.02 Subject to operational requirements as determined by NAV CANADA, an employee shall have the right to request flexible hours between the hours of 07:00 and 17:00.
- 35.03 When making adjustments to work schedules during the work week, the employer may not schedule the employee for compensatory leave for less than four (4) hours except by mutual agreement. Additional days off may be scheduled at the discretion of NAV CANADA in consultation with the employee.
- 35.04
- (a) Notwithstanding the provisions of Article 35 and 37, employees, with the approval of the Employer, may complete their weekly hours of employment in a period other than five (5) full days provided that, over a period to be determined by the Employer, employees work an average of thirty-seven and one half (37½) hours per week.
 - (b) Any special arrangement may be at the request of either party and must be mutually agreed in writing between the Employer and the employee(s) affected.
 - (c) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any overtime work, payment or costs by reason only of such variation, nor shall it be deemed to prohibit the right of NAC CANADA to schedule any hours of work permitted by the terms of this Agreement.

Flight Inspection Pilot (FIP)**35.05 Definitions:**

NCFIO Schedule	The 28-day schedule detailing all assigned work, days off and leave for all flight operations employees;
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Profile	A grouping of days for aircraft operations linking scheduled aircraft tasking's and crew pairing;
Duty Day	A day or night on which an FIP carries out company assigned duties;
Home Base	The Company designated base of the employee, (i.e. Ottawa, ON);
Flight Duty Period	<p>As indicated by the start time of the profile, Flight Duty Period will be the time that aircrew are deemed to be on duty for the purposes of adhering to CARs.</p> <p>Flight Duty Period will be at the discretion of dispatch and will normally start at the earliest of:</p> <ul style="list-style-type: none"> i) one and one half (1.5 hours) prior to scheduled departure, ii) one and one half (1.5 hours) prior to commercial aircraft departures; or iii) commencement of company assigned work. <p>Release from Flight Duty Period will be at the discretion of dispatch and will normally be at the latest of;</p> <ul style="list-style-type: none"> i) engine shutdown +30 minutes, ii) commercial flight arrival time +30 minutes, or iii) completion of company assigned work.
Local Time	Local time is defined as the time zone in which the employee is located at the start of the flight duty period. All scheduling rules and definitions will be calculated using Local Time.
Home Base Time	Local Time at the employee's Home Base;
Pay Period	<p>The time period for the determination of pay and overtime while in travel status:</p> <p>(a) Pay period starts at the earliest of:</p> <ul style="list-style-type: none"> (i) commencement of company assigned work; (ii) for home-based operations, departure time from home; and (iii) departure time from commercial accommodation or dining facility.

- (b) Pay period ends at the latest of:
 - (i) completion of company assigned work;
 - (ii) arrival at commercial accommodation; and
 - (iii) for home base operations, arrival time at home.
- (c) Pay Period cannot be less than 7.5 hours with the following exceptions:
 - (i) reserve duty where the pilot is not called to work and training days, in which case the Pay Period will be eight (8) hours;
 - (ii) self-assigned work on a Day of Rest. If an FIP decides, without being told by the Company, to work on a Day of Rest, then only the hours worked will be designated as the Pay Period.

Night Operations	Flight Duty Periods consisting of work conducted between the hours of 23:00 and 04:59 local time;
Day Operations	Flight Duty Periods consisting of work conducted only between the hours of 05:00 and 22:59 Local Time;
Day Off	A Day Off (also referred to as a Day of Rest) is an entire day (24 hr period) when an employee is free from all duties, and will start 00:01 home base time;
Leave Day	A day of scheduled leave;
Admin Day	An Admin Day will be assigned where the Company requires the employee to complete any assigned administrative duties. Flying operations cannot be carried out on an admin day unless agreed to by the pilot;
Ground Validation Day	A GV day will be assigned where the Company requires the employee to complete ground validation. Flying operations cannot be carried out on a GV day unless agreed to by the pilot;
Reserve Day	A Reserve Day shall consist of a period of reserve duty, in accordance with Article 37, commencing at 06:30 hours and ending at 18:30 hours local, home base time. Reserve duty is only for the purposes of flying or deadheading;

Training Day A Training Day will be assigned for aircrew training requirements such as SIM, CPT, IPT, aircraft ground school, briefings, system courses or other courses related to theory and required for training;

Profile Day A day on which aircraft operations are planned;

35.06 The hours of work will be scheduled on a modified work schedule based on thirteen (13) twenty-eight (28) day cycles commencing on January 1st of each year. The number of days in cycle thirteen (13) will vary depending on leap years and will end on December 31st of each year.

Weekend Operations

35.07 Where flight operations are scheduled on a weekend, two weekend days will be credited at straight time per cycle, and the third weekend day per cycle will be credited at 1.0 (times) towards the cycle total and 0.5 (times) to the employees' compensatory leave bank.

Night Operations

35.08 Night operations scheduled on the first day of a profile:

- (a) Where the duty period includes night operations, all hours worked between 23:00 and 04:59 will be credited at 1.25 (times) towards the cycle total.
- (b) Employees who are scheduled for Night Operations on the first day of a profile shall be provided with a day of rest prior to the profile which will not count towards the minimum of eight (8) days off in a cycle.
- (c) Employees who are scheduled for Night Operations on the first day following a day of rest after the schedule is released shall, in addition to being credited all hours worked towards the cycle total, be provided with a lieu day to be taken at a mutually acceptable time.

Work on a Scheduled Day Off

35.09 All hours worked on a scheduled day off shall be credited at straight time (1.0 times) towards the cycle total and one and one-half (1.5) times the hours worked to the employee's compensatory leave bank.

35.10 The Flight Crew Schedule will be released to the pilots fourteen (14) days prior to the next cycle. Once released, the schedule will become the official schedule and will be retained for record purposes. The official schedule will be the reference for any

scheduling disputes and will be used for comparing planned work versus actual work for the cycle. The schedule defines when pilots are available for work.

- (a) FIOPS may request changes to the official schedule after the official schedule has been released, but it will require the crew member's concurrence for the change to occur and must still meet Canadian Aviation Regulations (CARs) duty requirements. Any agreed upon changes will be reflected in determining duty hours;
- (b) Pilots will have requests for days off, leave and compensatory leave submitted to FIOPS by the last day of the period prior to the next cycle's operation. Requested days off will be listed in order of priority and granted, where possible, in order of priority;
- (c) The official schedule dictates crew member availability for duty;
- (d) A pilot will be scheduled for no more than 3 weekend days per cycle. In any case, a pilot will be scheduled for a weekend free from duty after working two consecutive weekends, or part thereof;
- (e) Schedule Construction:
 - (i) All known flight duty and other duties will be scheduled and crewed prior to each schedule release. Known profiles cannot be crewed with pilots on reserve and all profiles must be crewed prior to reserve assignment;
 - (ii) Where a pilot is scheduled for two (2) consecutive six (6) day profiles with four (4) or fewer days off between profiles, the pilot will be scheduled for six (6) days off after the second profile;
 - (iii) More than four (4) consecutive duty days will be followed by a minimum of two (2) consecutive days off;
 - (iv) Crew members may be scheduled up to a one hundred and fifty-five (155) hour blocking window per cycle;
 - (v) Pilots shall not be scheduled for days off away from base;
 - (vi) When vacation is approved as a 5 day block (Monday to Friday) then either one or both weekends on either side of the vacation block shall be guaranteed days off if so requested by the employee;

(vii) Planning schedule values for Duty Days;

- (a) Day of Leave seven and a half (7.5) hours
- (b) Admin or GV Day seven and a half (7.5) hours
- (c) Training Day eight (8) hours
- (d) Profile Day ten (10) hours
- (e) Reserve Day eight (8) hours

(viii) Each pilot's schedule will have a minimum of eight (8) days off per cycle scheduled;

(ix) Days off will normally be paired, though a single Day of Rest may be scheduled if both the employee and employer are in agreement.

(x) The maximum number of consecutive duty days of any type assigned to a pilot will be six (6) unless agreed to otherwise pursuant to article 35.16 in this section.

(xi) All assigned work in the NCFIO schedule shall not exceed one hundred and eighty (180) Pay Period hours, in any twenty-eight (28) day period.

35.11 Equally qualified pilots may exchange shifts provided:

- (a) pilots involved must mutually agree to the change prior to requesting the change,
- (b) CARs are not violated,
- (c) the employees shall make every reasonable effort to provide a minimum of twenty-four (24) hours advance notice of the change,
- (d) the shift change receives the approval of FIOPS, which shall not be unreasonably withheld,
- (e) shift exchanges that incur overtime may be approved at the discretion of the company,
- (f) 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,

35.12 Dispatch will determine the start of the Flight Duty Time as indicated by the start time on the profile. While away from home base, the FIP assigned as Pilot in Command (PIC) will determine the start of the Pay Period in order to meet profile departure time requirements.

35.13 Duty days will be planned in accordance with CARs. In addition:

- (a) Dispatchers shall not plan a Pay Period exceeding 10.5 hours. Any assignment or execution of a Pay Period exceeding 10.5 hours requires the approval of the PIC.
- (b) Duty days may consist of deadheads and flight operations as required.
- (c) The flight crew member shall receive at least twenty-four (24) consecutive hours free from flight duty following three (3) consecutive flight duty time assignments that exceed twelve (12) consecutive hours unless the flight crew member has received at least twenty-four (24) consecutive hours free from flight duty between each flight duty time assignment
- (d) Flight time will not be planned for more than six (6) hours of flight inspection/validation, per Flight Duty Period.
- (e) Minimum Rest Period: For home base operations, the rest period starts at the end of Flight Duty Period. For away from Home Base operations, the rest period starts at the end of the Pay Period. The following rest periods apply:

TRANSITION	END TIME (Flight Duty Period if Home Base, Pay Period if Away)	MINIMUM REST PERIOD	NEXT DAY START TIME
Continuous Day	5:00-22:59	12 hrs	5:00-22:59
Continuous Night	23:00-04:59	12 hrs	23:00-04:59
Day to Night	5:00-22:59	18 hrs (Note 1)	23:00-04:59
Night to Day	23:00-02:00	12 hrs	5:00-22:59
	02:01-04:59	24 hrs (Note 2)	5:00-22:59

Note 1: For day to night transition, the PIC may request less than 18 hours rest but in no case shall the rest period be less than 12 hours. If less than 18 hours rest is approved by dispatch, then no flight inspection work, and only positioning flight(s) may be scheduled.

Note 2: For night to day transition, the PIC may request less than 24 hours rest but in no case shall the rest period be less than 12 hours and for the purpose of deadheading only.

- (f) Maximum length of Flight Duty Period for operations occurring during hours of Night Operations will be 10 hours unless the report time is between the hours of 23:00 to 04:59 in which case it will be 8 hours.
- (g) Pilots will be assigned no less than three (3) days off between day profiles followed by night profiles or night profiles followed by day profiles.
- (h) Employees cannot be scheduled from Day Operations to Night operations and back to Day Operations during any consecutive 6-day period. Similarly, changes from night to day and back to night operations during any 6-day period will not be scheduled. Simulator training must also be factored into any schedule programming.
- (i) Pay periods involving end of profile deadheads will be scheduled to a maximum of fifteen (15) hours. Crew may request deadheads exceeding fifteen (15) hours.

35.14 On profile days where there is no flying scheduled:

- (a) FIPs will be assigned an arbitrary start of Flight Duty Period start and release time by dispatch. Normally the start of Flight Duty Period will be 08:00 am Local Time and the release time will occur 7.5 hours later at 15:30pm Local Time. FIPs are not required to leave their home or accommodation unless directed by Dispatch to do so for the purpose of Flight Duty. Dispatch may suggest a different start of Flight Duty Period, due to operational needs, and FIPs will be advised of this requirement.
- (b) When flight duties commence, either from home or from away from base, employees are expected to report for duty as quickly as possible, not to exceed two (2) hours from the time the call is received to report for duty. Once an FIP arrives at his/her place of duty, the FIP will be allotted sufficient time to prepare for flight duty before departure. Dispatch may assign flying duties after 15:30.

35.15 Monthly Administrative Duties: Each pilot will accrue 7.5 hours per cycle of duty time for administrative duties (generation of expense claims, flight reports, flight planning, AIS Files, e-mails, etc.). If computer-based learning is used as recurrent training, affected pilots will accrue an additional three (3) hours per cycle for self-study to complete CBT.

35.16 Unforeseen Operational Requirements, other than Annex 10 and AIS flight inspection, may arise where the company believes that the provisions of the Collective Agreement may require further adjustment. Prior to the commencement of such work, the CFPA and NAV CANADA agree to meet, review, and discuss the applicable requirements in an effort to mutually agree on such modifications that may be required to accommodate the work beyond the limitations of the current Collective Agreement.

Service Design Pilot (SDP) and Flight Inspection Pilot (FIP)

- 35.17 In the event that an employee is scheduled and/or reports to work and is prevented from carrying out his or her assigned duties on a scheduled day of work due to circumstances beyond his or her control, they will be credited with seven and one-half (7 ½) hours toward the employee's monthly/cycle total.
- 35.18 Employees who are in travel status and incur an overnight stay outside of the headquarters area shall receive one-half (1/2) hour of compensatory time off in lieu for each overnight stay up to and including fifty (50) overnights in a vacation year. Employees who are in travel status and incur an overnight stay outside of the headquarters area shall receive one (1) hour of compensatory time off in lieu for each overnight stay in excess of fifty (50) overnights in a vacation year. If the compensatory time off in lieu cannot be liquidated by the end of the vacation year, then payment in cash will be made at the employee's straight-time rate of pay as of March 31st.
- 35.19 While on NAV CANADA assigned training all hours worked shall be pre-approved by the employee's manager.
- 35.20 Flight time and flight duty time limitations for employees will be governed by the NAV CANADA Company Operations Manual.
- 35.21 All employees will submit extra duty reports. SDPs will submit these reports at the end of every month and FIPs will submit them at the end of every 28-day cycle.
- 35.22 All employees engaged in any flight operations for NAV CANADA will maintain currency in accordance with the NAV CANADA Company Operations Manual (COM).

ARTICLE 36**FLEXIBLE WORK ARRANGEMENTS**

36.01 Where operational requirements permit, an employee may be granted permission to work on an ad hoc basis at an alternate location separate and distinct from an official workplace of NAV CANADA

36.02

- (a) After six (6) consecutive months of continuous employment, an employee may request changes to their hours of work, work schedule, work location, or any other terms and conditions as prescribed by the labour code. Employees must make their submission via written request to their direct Manager which includes an explanation of the effect that the employee believes the change would have on the employer and how, in the employee's opinion, the employer could manage that effect.
- (b) NAV CANADA shall endeavour to respond in writing as soon as possible, and not later than thirty (30) days from the receipt of the request. If the request, or part of the request, is denied, the response shall include the reasons for the denial. The response may also offer alternative change(s) to terms and conditions of employment or the original request.
- (c) The request may only be denied on specific grounds as prescribed by the *Canada Labour Code* where:
 - (i) The request would result in additional costs that would be a burden to the employer;
 - (ii) The request would have a detrimental impact on the quality or quantity of work within the employer's industrial establishment;
 - (iii) There may be a detrimental effect on the ability to meet customer demand, or on any other aspect of performance within that industrial establishment;
 - (iv) Employer is unable to reorganise work among existing employees or recruit additional employees in order to manage the requested change;
 - (v) The change would result in insufficient work for the employee.

ARTICLE 37**OVERTIME****Service Design Pilot (SDP)**

37.01 In each one (1) calendar month period a Service Design Pilot (SDP) will be credited at the rate of time and one-half (1 ½) his or her straight time rate of pay for all hours worked in excess of the regular calendar month work hours.

Flight Inspection Pilot (FIP)

37.02 In each twenty-eight (28) day cycle a Flight Inspection Pilot will be credited at the rate of time and one-half (1 ½) his or her straight time rate of pay for all hours worked in excess of one hundred and fifty (150) hours in that period.

Service Design Pilot (SDP) and Flight Inspection Pilot (FIP)

37.03 All calculations for overtime shall be based on each completed six (6) minute period.

37.04 All overtime earned under Article 29 – General Holidays, Article 37 – Overtime, and Article 38 – Call-Back shall accumulate as compensatory leave. Compensatory leave shall be approved by NAV CANADA in consultation with the employee. Compensatory leave may only be cashed out at the request of the employee.

37.05 If any compensatory time earned cannot be liquidated by March 31st it will be paid off at the employee's hourly rate of pay on that date.

37.06 Notwithstanding Article 37.05 above, an employee may carry over a maximum of fifteen (15) days compensatory leave beyond March 31st. In addition, an employee shall be entitled to carry-over compensatory leave in excess of fifteen (15) days which was earned in the period of January 1st to March 31st. Such leave that is carried-over in excess of fifteen (15) days but has not been used by June 30th shall be paid out at the employee's hourly rate of pay.

37.07 An employee who works three (3) or more hours immediately before or following his or her scheduled hours of work shall be reimbursed his or her expenses for one meal at the lunch rate in the NAV CANADA travel directive except when the meal has been provided free to the employee. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that he or she may take a meal break either at or adjacent to his or her place of work.

37.08

- (a) Employees have a right to refuse the assignment of overtime in order to fulfil specific family responsibilities as prescribed by the *Canada Labour Code*.
- (b) The right to refuse overtime by employees may be overturned by the employer where it is required to deal with unforeseen, serious and imminent circumstances (threat to life, health or safety of any person, threat of damage to or of property, threat of serious interference with ordinary working of employer's establishment) and otherwise prescribed by the *Canada Labour Code*.

37.09 Effective January 1st of each year, employees will be offered the opportunity to transfer unused compensatory leave into a Registered Retirement Savings Plan (RRSP) of their choice. Such request must be received by NAV CANADA no later than January 31st. This offer is subject to applicable tax regulations.

ARTICLE 38

CALL-BACK

38.01 If an employee on a general holiday or a day of rest or after he or she has completed his or her work for the day and has left his or her place of work is called back to work and returns to work he or she shall be entitled to the greater of:

(a) compensation at the applicable overtime rate for any time worked, or

(b) compensation equivalent to four (4) hours' pay at the straight-time rate.

Time spent by an employee reporting to work or returning to his or her residence shall not constitute time worked.

ARTICLE 39**RESERVE****Flight Inspection Pilot (FIP)**

- 39.01 “Reserve” for FIP employees means the duration of time an employee is scheduled by NAV CANADA to be available for the purposes of flying or deadheading.
- 39.02 Where NAV CANADA requires an employee to be available for reserve duty the employee shall be credited with eight (8) hours of duty time for each reserve day to their cycle duty total.
- 39.03 Reserve duty period will run from 06:30 to 18:30 local home base time.
- 39.04 An employee designated for reserve duty shall be available during his or her period of reserve at a known telephone number and be able to report for duty as quickly as possible not to exceed two (2) hours from the time the call is received by the employee to reporting on duty.
- 39.05 An employee on reserve who is called in to work and who reports for work shall accumulate duty time in accordance with Article 35 once he or she has reported for duty and the minimum eight (8) hour duty credit applies.
- 39.06 Where an employee is assigned duty during the reserve period, the employee will not be assigned flight duty that would exceed fourteen (14) hours from the start of the reserve period. For example, if reserve crews conduct flying operations, they will be released from duty by 20:30 hours local home base time.
- 39.07 A pilot shall receive the allotted rest period in accordance with paragraph 35.15 (e) before resuming his or her assigned schedule of reserve duty under this article or regular duty under Article 35.
- 39.08 Where an employee is on scheduled reserve duty and becomes ill the employee shall advise dispatch as soon as possible in the reserve duty period.
- 39.09 Reserve duty will be distributed on an equitable basis across the cycle schedule for each qualified pilot.
- 39.10 Scheduled reserve duty is exclusive of days designated as a “Day Off” on the schedule.

- 39.11 No more than six (6) reserve days may be scheduled in a cycle and all reserve days shall be grouped together with a maximum of two groupings per cycle.
- 39.12 Where an employee is required to hold reserve duty on a Holiday, in addition to the pay that the employee is granted for the Holiday, an employee shall accumulate credit towards the employee's compensatory leave bank at one and one-half (1.5) times the normal reserve credit indicated in Art 39.02.
- 39.13 Where an employee holding reserve duty on a Holiday reports for work, in addition to the pay that the employee is granted for the Holiday, an employee shall accumulate credit towards the employee's compensatory leave bank at one and one-half (1.5) times the normal reserve credit indicated in Art 39.02, or one and a half (1.5) times for all hours worked, whichever is greater.
- 39.14 An employee on reserve duty on the third weekend day of a cycle shall accumulate eight (8) hours of duty time to the cycle total and one-half (0.5) times the reserve credit indicated in art 39.02 to the employee's compensatory leave bank.
- 39.15 An employee on reserve duty who reports for work on the third weekend day of a cycle shall accumulate eight (8) hours of duty time or the duration of all hours worked, whichever is greater, to the cycle total. In addition, the employee shall accumulate one-half (0.5) times the reserve credit indicated in clause 39.02 or one-half (0.5) times the hours worked, whichever is greater, towards the employee's compensatory leave bank.

Service Design Pilot (SDP)

- 39.16 "Reserve" for SDP employees means the duration of time an employee is scheduled by NAV CANADA to be available for the purposes of providing emergent flight procedure design services outside of the normal work day.
- 39.17 Where NAV CANADA requires an employee to be available for reserve duty the employee shall be credited with one-quarter (0.25) hours of compensatory leave for each hour of reserve duty or portion thereof.
- 39.18 Reserve duty periods may only be scheduled by the employer between the hours of 07:00 to 23:00 to a maximum duration of sixteen (16) hours in any calendar day.
- 39.19 An employee designated for reserve duty shall be available during his or her period of reserve at a known telecommunications link and be able to perform authorized work.
- 39.20 No compensatory leave shall be credited for a period of reserve duty if the employee is unable to report for work when required during that period.

- 39.21 An employee on reserve who receives a call to work and is not required to return to a NAV CANADA workplace to complete the work will be compensated by one and one-half (1.5) hours' pay at the straight time rate. Where the work exceeds one hour, he or she shall be entitled to the greater of compensation at the applicable rate for any time worked, or compensation equivalent to four (4) hours pay at the straight time rate.
- 39.22 An employee on reserve who is called to work and who reports for work at a NAV CANADA workplace shall be compensated in accordance with clause 38.01.
- 39.23 An employee who completes a period of work shall continue to earn reserve compensation for the balance of their reserve duty period under the provisions of clause 39.17.
- 39.24 The maximum additional compensation under clauses 39.21, and 39.22 during a period of reserve duty shall not exceed the compensation at the applicable overtime rate that would be paid to the employee if the employee had worked the entire reserve period.
- 39.25 When there is a known requirement for reserve duties on a continuing basis NAV CANADA will endeavour to distribute the reserve duties on an equitable basis among qualified available employees.
- 39.26 The employer shall specify the range of duties that may be carried out by the employee when they are called to work during any period of reserve duty.
- 39.27 SDPs who are qualified to hold reserve, as determined by the employer, may exchange duty periods provided:
- (a) SDPs involved must mutually agree to the change prior to requesting the change,
 - (b) the SDP shall make every reasonable effort to provide a minimum of twenty-four (24) hours advance notice of the change to their manager
 - (c) the reserve duty period change is approved by the applicable manager, which shall not be unreasonably withheld,
 - (d) once such an exchange of reserve duty has been approved, it will be recorded on the reserve schedule.
- 39.28 When an SDP works a normal work day and then is required work past the end of their reserve duty period, they shall notify their manager by email immediately and the employee will be provided ten (10) hours free from duty before being required by the employer to resume their normal duty hours. The employer shall provide leave with pay

for any portion of the employee's normal duty hours that are displaced by the time free from duty.

- 39.29 While performing actual work on reserve duty, in no case shall an employee be requested to exceed an average of 48 hours of combined work per week in each calendar month.

ARTICLE 40**SEVERANCE PAY**

40.01 Under the following circumstances and subject to clause 40.02, an employee shall receive severance benefits calculated on the basis of his or her weekly rate of pay:

(a) Lay-Off

An employee on lay-off shall, at the expiry of the twelve (12) month recall period, be eligible for a severance pay equivalent to one week's pay for each complete year of continuous service with NAV CANADA since November 1, 1996, with a maximum benefit of twenty-nine (29) weeks' pay, less the amount paid out as a result of the cash out provisions agreed to in the collective agreement settled on November 22, 2011.

(b) Death

If an employee dies, there shall be paid to his or her estate, one (1) week's pay for each complete year of continuous employment to a maximum of thirty (30) weeks' pay regardless of any other benefit payable, less the amount paid out as a result of the cash out provisions agreed to in the collective agreement settled on November 22, 2011.

40.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit by the Public Service. Under no circumstances shall the maximum severance pay provided under clause 40.01 be pyramided.

40.03 Any payment under the NAV CANADA Departure Incentive program shall be deemed to include any severance pay to which an employee may be entitled under the present Article.

SECTION V - STAFFING

ARTICLE 41

STAFFING

41.01 New or Vacant Positions

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

41.02 Transfer

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

- (a) transfer requiring relocation under the NAV CANADA Travel and Relocation Directive shall be subject to the employee's written consent;
- (b) the maximum salary of the vacant position must be no more than four percent (4%) greater than the maximum salary of the employee's existing position;
- (c) NAV CANADA shall reimburse the transferring employee for expenses incurred in the transfer in accordance with the Travel and Relocation Directive;

However, if there are qualified employees eligible for priority placement under paragraphs 41.03 (a) and (b) at the location concerned, NAV CANADA shall implement priority placement before transfer under this paragraph.

41.03 Priority Placements

Prior to the implementation of the staffing procedure outlined in paragraph 41.04, NAV CANADA shall consider employees formerly occupying a position classified at the same level or higher than the vacant or new position in the area of selection determined by NAV CANADA in the order outlined below:

- (a) qualified employees who have received notices of lay-off (surplus) or who have been declared vulnerable under Article 43 of this Agreement
- (b) qualified employees on lay-off and retaining recall rights;
- (c) qualified employees returning from leaves of absence of twelve (12) months or more.

41.04 Staffing of Vacant Positions

If following the application of paragraph 41.02 and 41.03, above, the position still remains to be filled, it shall be filled in accordance with the following conditions

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

- (c) An eligibility list containing the names of all qualified candidates may be established. Unless otherwise mutually agreed this list shall be valid for a period not exceeding twelve (12) months.

41.05 Selection Standards and Statements of Qualifications

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

- (a) The basic qualifications shall consist of prerequisites consistent with selection standards for the position such as:
 - (i) educational and/or professional designation;
 - (ii) experience;
 - (iii) official languages requirement;
 - (iv) licensing requirements.
- (b) The rated requirements for the particular position shall consist of elements such as:
 - (i) knowledge;
 - (ii) skills;
 - (iii) abilities;
 - (iv) personal suitability.
- (c) Candidates who do not meet the basic qualifications shall not be assessed on the rated requirements.

41.06 Licence

The licensing requirements referred to in Article 41.05 relate to the Canadian Airline Transport Pilot Licence or Canadian military equivalent which a candidate holds or may have held.

41.07 Selection

- (a) The qualified candidate who best meets the requirements of the position referred to in paragraph 41.05 shall be selected. When two (2) or more qualified candidates are relatively equal, the most senior will be selected. Where both a regular and temporary employee are qualified, the permanent employee would be selected in preference to the temporary employee.
- (b) For the purposes of the present paragraph, a candidate may include a qualified employee from any occupational group covered by the present agreement or a qualified employee from any occupational group not covered by the present agreement. In the latter case, the employee shall be deemed to be the least senior qualified candidate.

41.08 Information

Within thirty (30) days of the selection of a candidate to fill a new or vacant position NAV CANADA shall advise the successful candidate in writing of the effective date of assignment.

41.09 Post Board Debriefing

A NAV CANADA employee who is an unsuccessful candidate in a job competition process is entitled upon written request to a post-board debriefing in order to obtain information and documentation relating to the evaluation of his or her candidacy.

41.10 Security Clearance

NAV CANADA may require that candidates undergo a security clearance prior to their assignment.

41.11 Return Rights

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

- (a) the parties may mutually agree to extend the familiarization period for up to a further forty-five (45) days;
- (b) the employee shall be compensated in accordance with the Travel and Relocation Directive for expenses incurred during the familiarization period;

- (c) no relocation expenses shall be paid to the employee during the familiarization period unless otherwise mutually agreed, however once relocation expenses have been paid the employee will forego the right to return to his or her former position;
- (d) the familiarization period and return rights may be dispensed with by mutual agreement between parties.

41.12 Temporary/Term Vacancies

Temporary vacancies normally of less than twelve (12) months duration may be filled at NAV CANADA's discretion by regular or temporary employees. Vacancies caused by temporary assignments, vacations, absences due to accidents or illness anticipated to be of a duration less than twelve (12) months or leaves of absence for less than twelve (12) months shall be deemed temporary. A regular employee who occupies a temporary vacancy shall, upon the termination of his or her temporary assignment, be reassigned to his or her former position.

41.13 Projects and Temporary Positions

Temporary positions required for special projects and urgent temporary needs may be filled by NAV CANADA'S discretion by regular or temporary employees.

A regular employee who is assigned a temporary position shall, upon the termination of his or her temporary assignment, be reassigned to his or her former position.

41.14 Authorized Leaves of Absence of Less Than Twelve Months

An employee on an authorized leave of absence for less than twelve (12) months (or two consecutive leaves of absence totalling less than twelve (12) months) shall, upon his or her return to work, be assigned to his or her former position. If the employee's former position has been eliminated during his or her absence, he or she shall be subject upon his or her return to the provisions of Article 45, Employment Security.

41.15 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 his or her desire to return to work.

41.16 Temporary Employee - Probation

Any temporary employee who has completed one term of twelve (12) months or more or consecutive terms adding up to twelve (12) months or more of service shall, if he or she is to remain in the service of NAV CANADA, be deemed to have completed the probationary period provided for in this collective agreement. The employee's seniority shall be retroactive to the beginning of the probationary period. Consecutive terms shall include terms separated by a break in employment of one (1) month or less.

41.17 Lower Classification

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

41.18 Higher Classification

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

41.19 Classification System

- (a) The employer and the union have an established classification system governing the organization and evaluation of every position within the bargaining unit.
- (b) The employer shall evaluate and classify all positions in accordance with the applicable classification standard.
- (c) The employer shall assign duties to employees in accordance with the provisions of the applicable classification standard.
- (d) Until such time as any new classification system and standards have been mutually agreed upon, the classification system and standards existing upon signature of the collective agreement shall remain in place.

ARTICLE 42**STATEMENT OF DUTIES**

- 42.01 When an employee is hired or when an employee is reassigned to another position in the bargaining unit, NAV CANADA shall provide the employee with a complete and current statement of duties and responsibilities of the position and an organization chart depicting the position's place in the organization.
- 42.02 In the event a change in duties would affect the job description of an employee's position, he or she will be advised of the change and shall be provided with a copy of the new job description including the classification level.
- 42.03 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, including the classification level and where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization, if one is available, or within sixty days of the request.

ARTICLE 43**PROBATIONARY PERIOD****43.01 Probationary Period**

All employees newly hired to the bargaining unit shall serve a probationary period of twelve (12) months. This period shall not include leave without pay, leave with pay in excess of two (2) weeks, language training or any formal training other than job related training provided by NAV CANADA.

- 43.02 During the employee's probationary period, NAV CANADA shall have the right to release such employee without the employee having recourse to the grievance and arbitration provisions of this agreement. NAV CANADA's discretion must be exercised in good faith, without discrimination and in a non-arbitrary fashion.

However, it is agreed that upon the request of the Association, within ten (10) days of the termination of employment, an authorized management representative shall meet with an authorized Association representative to discuss the circumstances giving rise to the termination of employment of the probationary employee.

ARTICLE 44**SENIORITY**

Effective 01 May 2017, all incumbents in the bargaining unit shall have their existing seniority on that day deemed to be service within the bargaining unit and going forward seniority shall be defined as the length of service in the bargaining unit.

44.01 Definition

Seniority shall be defined as:

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

44.02 Accumulation of Seniority

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

- (a) accident or illness;
- (b) maternity or parental leave;
- (c) any unpaid leave of absence of up to twelve (12) months;
- (d) lay-off of up to twelve (12) months or until the right of recall expires;
- (e) any paid leave of absence provided for under the present Agreement.

44.03 Retention of Seniority

- (a) An employee transferred by NAV CANADA to a position outside the bargaining unit shall continue to accumulate seniority for a period of twelve (12) months, at which time seniority accrued shall be maintained.

- (b) Article 44.03(a) shall not apply to members in CFPA who successfully compete and are assigned to a Chief Pilot position;

While performing the duties of the Chief Pilot, the former CFPA member will continue to accumulate seniority;

The Chief Pilot who continues to accumulate seniority will continue to pay union dues based on the FIP-4 first increment level, but will not be entitled to any union representation relating to his duties as Chief Pilot;

Should a Chief Pilot wish to return into a FIP position, their seniority within CFPA will be treated as having continuously accumulated during the performance of their duties outside the bargaining unit as a Chief Pilot.

44.04 Termination of Seniority

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

- (a) is dismissed for cause and is not reinstated;
- (b) retires;
- (c) voluntarily resigns;
- (d) fails, without a valid reason, to report to work within five (5) days following the sending of a written notice of recall to the employee's last known address;
- (e) is laid off for a period of twelve (12) months;
- (f) fails, without valid reason, to return to work from an authorized leave of absence for a period of five (5) consecutive days following the expiry of such leave;
- (g) is subject to lay-off and provides advice in writing that they accept the NAV CANADA Departure Incentive Program.

44.05 Seniority List

- (a) NAV CANADA shall provide the Association an initial seniority list of employees indicating their seniority in accordance with this Article.
- (b) NAV CANADA shall provide the Association with an updated seniority list twice a year.

- (c) The seniority list shall indicate the following;
1. name of employee
 2. seniority
 3. work location
 4. position title
 5. classification and level
- (d) An employee who wishes to challenge the accuracy of the seniority list shall consult the Association who shall advise NAV CANADA in writing within ninety (90) days of the publication of the list. Thereafter the seniority list shall be deemed to be valid until the next posting.
- (e) Should the need for such a determination arise, the seniority of two employees having the same period of continuous service shall be subject to a random draw conducted in the presence of the employees affected, a representative of NAV CANADA, and a representative of the Association.

44.06 Accumulation of Seniority

In accordance with Article 43 of this Agreement, a new employee who successful completes his or her probationary period shall be credited with seniority for the period of work completed in probationary status.

SECTION VI - EMPLOYMENT SECURITY

ARTICLE 45

EMPLOYMENT SECURITY

45.01 Early Identification of Surplus Situations

In the event of a reduction in the workforce, the following provision 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 a potential lay-off situation it shall notify the Association in writing at the earliest possible opportunity. The written notice shall contain the following:
 - 1. The nature of the change;
 - 2. The anticipated date(s) on which the Company plans to effect the change;
 - 3. The location(s) involved;
 - 4. The approximate number of employees likely to be affected by the change.

45.02 Association/NAV CANADA Consultation

Following notice to the Association of a potential lay-off situation NAV CANADA shall meet with the Association with a view of developing, if the numbers of potential lay-offs warrant, a human resources transition plan reflecting an intent to minimize adverse consequences of the lay-off on employees. Reverse order of seniority shall be the primary principle in lay-off situations. Areas of considerations shall include but are not limited to the following:

- (a) elimination of temporary employees;
- (b) job exchanges, transfers to temporarily vacant positions, and retraining;
- (c) alternate work arrangements including part-time work and job sharing;
- (d) granting leaves of absence;

- (e) seeking voluntary separation through NAV CANADA's Departure Incentive Program;
- (f) the earliest possible provision of the names of employees likely to become vulnerable to lay-off;

45.03 Opportunities for Employees to be Considered for Other Employment Vacancies

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

- (a) employees vulnerable to lay-off shall be provided written notice of their vulnerable status; written notice shall also be provided to the Association;
- (b) the employee's surplus notice shall contain a fixed release date. This release date may be extended by mutual agreement between the employee and NAV CANADA;
- (c) discussions with the employee to explore options available to the vulnerable employee shall take place within thirty (30) days of receipt of the notice in (a) above;
- (d) the vulnerable employee shall receive a formal notice of his or her surplus status at least six (6) months prior to the proposed lay-off date with a copy to the Association;
- (e) during the six (6) month period in (c) above, the employee shall, at his or her request, be provided with financial and pension counselling at no charge to the employee;
- (f) if NAV CANADA and the employee have been unsuccessful in finding an appropriate job opportunity within NAV CANADA at the end of the surplus period, the employee may choose lay-off with recall rights, or the NAV CANADA Departure Incentive Program.

45.04 Offer During Vulnerable or Surplus Period

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

45.05 Right to Refuse

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

45.06 Declined Reassignment or Departure Incentive Program

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

45.07 Position Exchange Provision

In situations of permanent reduction in the work force NAV CANADA, at its discretion, may accept the offer of resignation by an employee for the purpose of providing a position for an employee subject to lay-off. Factors to be considered shall include the qualifications of the employee subject to the lay-off, position level, requirements, location and costs. The employee accepting termination shall be entitled to the NAV CANADA Departure Incentive Program.

45.08 Lay-Off While On Leave

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

45.09 Expenses

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

45.10 Recall

Recall to a position shall be by order of seniority among the qualified employees at the same level laid off in accordance with Article 41.03 Priority Placements. An employee on the recall list shall have the right to refuse a recall to a position at a lower level than his or her level held at the time of lay-off.

45.11 Employment Ceases

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

45.12 Recall List

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

45.13 Application of Collective Agreement to Laid-Off Employees

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

45.14 Relocation of a Position

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

45.15 Contracting Out

In the event NAV CANADA opts to contract out and thereby creates a surplus situation, the employees affected shall be subject to the procedures provided for surplus employees in the present Article as well as priority placements under Article 41.03. Notwithstanding any restriction under the present Article or Article 41.03, Priority Placements, in assigning surplus employees to available positions, the surplus employees, regardless of level shall be offered any available positions. Authorized relocation expenses shall be borne by NAV CANADA under its policies referred to in paragraph 45.09 Relocation Expenses.

If no positions are available, or if any employee refuses an assignment, he or she shall nonetheless remain eligible for the NAV CANADA Departure Incentive Program. If the employee refuses the Program, he or she shall be laid off.

45.16 Licence Reinstatement

An employee whose Canadian Airline Transport Pilot Licence (ATPL) has lapsed shall be eligible, upon termination of employment, for financial assistance towards the costs of the reinstatement of the ATPL licence under the following conditions:

- (a) upon termination of employment or retirement, the employee has at least five (5) years of continuous service with NAV CANADA;
- (b) upon termination of employment, the employee is eligible for the NAV CANADA Departure Incentive program; or

upon retirement, the employee is eligible for retirement benefits under the NAV CANADA pension plan;

- (c) the employee has advised NAV CANADA in writing either before termination of employment or retirement, or no later than fifteen (15) days following termination of employment or retirement of his or her desire to take advantage of the financial assistance program;
- (d) the pilot medical requirements for the licence reinstatement must be successfully met by the employee prior to proceeding with the remaining licence reinstatement program; and
- (e) the employee must successfully complete the licence reinstatement program.

The financial assistance available to an eligible employee towards the costs of the reinstatement of the ATPL, including the required pilot medical examination, ground school course and simulator and/or flight training shall not exceed \$10,000.

45.17 Departure Incentive Program

- (a) Employees who were members of the CFPA bargaining unit on or prior to November 5, 2009, 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.

Age or Years of Service Criteria	DIP Compensation
Under one year of service (including continuous employment with the Government for designated employees who transferred to NAV CANADA)	42 weeks' pay
More than one year but less than two years	44 weeks
More than two years but less than three years	46 weeks
More than three years but less than four years	48 weeks
“ four “ five	50 weeks
Over five years' service and <35	52 weeks
“ “ ” “ “ >35 but <40	54 weeks
“ “ “ “ “ >40 but <45	56 weeks
“ “ “ “ “ >45 but <46	58 weeks
“ “ “ “ “ >46 “ <47	60 weeks
“ “ “ “ “ >47 “ <48	62 weeks
“ “ “ “ “ >48 “ <49	64 weeks

“ “ “ “ “ >49 “ <50	66 weeks
“ “ “ “ “ >50 “ <51	64 weeks
“ “ “ “ “ >51 “ <52	63 weeks
“ “ “ “ “ >52 “ <53	62 weeks
“ “ “ “ “ >53 “ <54	61 weeks
More than fifty-four years but less than fifty-five years	58 weeks
“ “ “ “ “ >55 “ <56	56 weeks
“ “ “ “ “ >56 “ <57	54 weeks
“ “ “ “ “ >57 “ <58	52 weeks
“ “ “ “ “ >58 “ <59	50 weeks
“ “ “ “ “ >59 “ <60	49 weeks
Over five years' service and over 60	48 weeks

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

Other Benefits

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

basic life insurance coverage at regular pensioner rates

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

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

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

- (b) Employees who become members of the CFPA bargaining unit after November 5, 2009, and who are terminated 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 will be calculated on the basis of weeks of pay and will be as shown.

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
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

Payments will be prorated for periods of less than a full year.

Other Benefits

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

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

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

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

ARTICLE 46

LOSS OF LICENCE

- 46.01 NAV CANADA agrees, where an employee loses his or her pilot's licence due to medical reasons, to endeavour to find suitable alternate employment for the employee.
- 46.02 Where an employee, who has been denied renewal of his or her pilot's licence on the grounds that he or she does not meet the prescribed medical standards, applies for a review of his or her case to the Civil Aviation Medical Advisory Panel, NAV CANADA will reimburse the employee for the cost of any additional medical examinations which he or she is required to undergo.
- 46.03 In the event that an employee on long term disability is still unable, at the end of the first twenty-four (24) months of disability, to resume his or her normal duties, the employee shall be paid an amount equal to fifty-two (52) weeks' base pay of the employee's substantive position at the time the absence commenced.

SECTION VII - AGREEMENT RE-OPENER

ARTICLE 47

AGREEMENT RE-OPENER

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

ARTICLE 48

DURATION AND RENEWAL

- 48.01 The duration of this Collective Agreement shall be from the date it is signed to April 30, 2022.
- 48.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.

SIGNATURE PAGE

Signed in Ottawa, this 12th day of the month of April, 2023


NAVCANADA



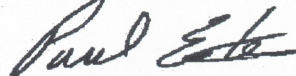
Sylvain Guindon
Director, Labour Relations



Graeme Smyth
Manager, Flight Inspection Operations

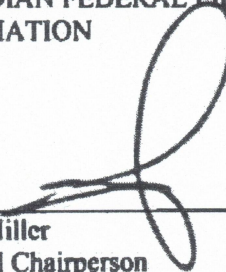


Mathieu Mongeau
Manager, IFP Service Delivery



Paul Estes
Manager, Operations and CCS Finance

**CANADIAN FEDERAL PILOTS
ASSOCIATION**



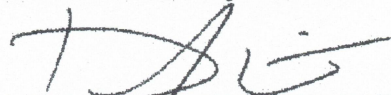
Justin Miller
National Chairperson
Canadian Federal Pilots Association



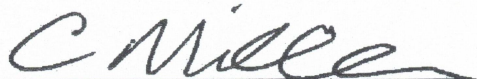
Greg Holbrook
Director of Operations
Canadian Federal Pilots Association



David Simpson
NAV CANADA Representative



Derrick Winsor
NAV CANADA Representative



Chris Miller
NAV CANADA Team Member

LOU 1-21
RE: THE APPLICATION OF ARTICLE 45.05

Mr. Justin Miller
National Chairperson
Canadian Federal Pilots Association (CFPA)
18 Deakin Street, Unit 107
Ottawa, Ontario
K2E 8B7

Re: Article 45.05 of the Collective Agreement

For the duration of the present collective agreement, the fifteen (15) or more years of service rule provided for in Article 45.05 shall be waived for employees who are members of the bargaining unit as at the date of signing and who have at least five (5) years' service. Therefore, any of these employees who refuses an assignment requiring relocation under Article 45.05 shall remain eligible for the NAV CANADA Departure Incentive Program or to lay-off with recall rights.

LOU 2-21
RE: PROFESSIONAL CURRENCY

Mr. Justin Miller
National Chairperson
Canadian Federal Pilots Association (CFPA)
18 Deakin Street, Unit 107
Ottawa, Ontario
K2E 8B7

Re: Professional Currency

During the course of negotiations in 2019, the topic of maintenance of the Airline Transport Pilot Licence (ATPL) and instrument rating for SDP staff was discussed. The Company has agreed to provide all SDPs the opportunity to maintain their professional qualifications through a Group 1 Instrument Rating renewal programme subject to the following conditions.

- The Company will select the service provider(s) and will establish a means for the training to be invoiced to the Company for training provided on an aircraft equipped with current generation IFR certified GNSS avionics.
- Time spent by employees to conduct their Group 1 Instrument Rating renewal shall be considered duty time. Anticipated duty times are referred to in Annex A of this LOU
 - Employees who are unsuccessful and require remedial training to complete their Group 1 Instrument Rating renewal shall receive additional duty time for flight time or equivalent training, as recommended by the instructor, to the anticipated duty time specified in Annex A of this LOU
 - Any additional remedial training after the second renewal attempt will be at the employee's own expense.
 - Repeated requirements for remedial training will be subject to a training review.
- The pilot medical and exam requirements for the licence reinstatement must be successfully met by the employee to participate in the Group 1 Instrument Rating renewal programme. Employees who do not meet the minimum requirements will be eligible for the training program specified in Annex A of this LOU (No Medical).
- Newly hired SDPs will be eligible to participate in this renewal program.

LETTERS OF UNDERSTANDING

- SDPs who choose not to participate in this renewal programme or unable to successfully renew their instrument rating, will not have their employment adversely affected as a result of this initiative.

The program described within this LOU is suspended until April 30, 2022.

ANNEX A TO LOU 2-21**2 year refresher: Group 1 Instrument Rating Renewal**

	Time
Ground School	4 hours
Level 1 Simulator	4 hours
Pre and Post Flight Briefings	3 hours
Flight Training	6 hours flight time* (+2 if new to RNAV)
IFR Ride	1.3 hours flight time
Anticipated Duty Time	30 hours to complete

RNAV Initial may be incorporated in the refresher as required

Initial: More than 4 years since last Renewal

	Time
Ground school	4 hours
Level 1 Simulator	6 hours
Pre and Post Flight Briefings	4 hours
Flight Training	8 hours flight time* (+2 if new to RNAV)
IFR Ride	1.3 hours flight time
Anticipated Duty Time	45 hours to complete

Remedial

	Time
Pre and Post Flight Briefings	2 hours
Flight Training	3 hours flight time*
IFR Ride	1.3 hours flight time
Anticipated Duty Time	15 hours to complete

No Medical

	Time
Ground School	4 hours
Level 1 Simulator	6 hours
Part Task Trainer	2 hours
Anticipated Duty Time	22.5 hours to complete

* May be extended in cases of unusually long ground time

LOU 3-21
RE: SELF-FUNDED LEAVE

Mr. Justin Miller
National Chairperson
Canadian Federal Pilots Association (CFPA)
18 Deakin Street, Unit 107
Ottawa, Ontario
K2E 8B7

Re: Self-Funded Leave

This letter will confirm our understanding reached during the current negotiations that the NAV CANADA Self-Funded Leave Policy will become applicable to members of CFPA.

In the event NAV CANADA intends to amend this policy, it shall provide the Union with reasonable notice in order to have meaningful consultation with respect to the substance and implementation of any revisions to this policy.

LOU 4-21
RE: EMPLOYEE TRAINING

Mr. Justin Miller
National Chairperson
Canadian Federal Pilots Association (CFPA)
18 Deakin Street, Unit 107
Ottawa, Ontario
K2B 8B7

Re: Employee Training

During the current round of collective bargaining, the parties discussed training for employees occupying Service Design Pilot positions. The parties recognize that the responsibility of defining the training needs for his/her employee is with the manager.

Training shall be provided as per the following:

- Training shall be provided at no cost to the employee, and applicable expenses shall be paid in accordance with the NCJC Travel Guidelines.
- Upon reporting to a position or upon request, an employee shall be provided with a document listing all expected training requirements necessary to carry out the duties of their position, including the expected duration and expected location of the training
- Within 30 days of receiving the listing of expected training requirements, the details of the training requirements will be confirmed with the employee and they shall be provided with an employee training plan that will outline all required elements of the training and the schedule for them to be completed by. Such plans and schedules shall be reviewed and revised annually

Managers shall make every reasonable effort to provide Service Design Pilots with at least 60 days' notice of any training requirement taking place outside of the employee's headquarter location. Where less than 14 calendar days is provided, such training shall be scheduled by mutual agreement.

- For clarity, the notice period is for training needs to allow employees to become proficient with their core duties, and does not apply to travel needs relating to operational requirements to carry out the normal duties of an employee's job.

The Letter of Understanding will expire on April 30, 2022.

LOU 5-21
RE: CONTRACTING OUT OF BARGAINING UNIT WORK

Mr. Justin Miller
National Chairperson
Canadian Federal Pilots Association (CFPA)
18 Deakin Street, Unit 107
Ottawa, Ontario
K2E 8B7

Re: Contracting-Out of Bargaining Unit Work

During the current round of collective bargaining, the Union and Company discussed job security of the membership. During the closed period of the agreement, the parties initiated joint monthly meetings to consult on issues of common concern, including bargaining unit scope relating to other bargaining units, the role of external contractors, and the vision for AIM and the future role of CFPA members.

The Company has assured existing CFPA members that they are valued and needed over the long term, and it agrees to not lay-off any of the Service Design Pilots (SDP) team as a result of contracting-out of bargaining unit work for the duration of this collective agreement.

The Letter of Understanding has been agreed on without prejudice or precedent to future agreements and will expire on April 30, 2022.

LOU 6-21
RE : CLASSIFICATION

Mr. Justin Miller
National Chairperson
Canadian Federal Pilots Association (CFPA)
18 Deakin Street, Unit 107
Ottawa, Ontario
K2E 8B7

Re: Classification

During the current round of collective bargaining, the parties discussed their ongoing mutual interest in updating the current classification system to reach compliance with Pay Equity legislation.

While progress has been made with the joint working group under the former Terms of Reference, the parties agree to pause the project until such time as more guidance is released from the Pay Equity Commission on planned legislative changes in 2021. Discussions and the working group will resume during the closed period once Federally regulated Employers receive further direction on compliance requirements and the associated timelines.

LOU 7-21
RE: NEW CLASSIFICATION LEVEL AND SUB-GROUP

Mr. Justin Miller
National Chairperson
Canadian Federal Pilots Association (CFPA)
18 Deakin Street, Unit 107
Ottawa, Ontario
K2E 8B7

Re: New Classification Level and Sub-Group

During the current round of collective bargaining, the parties discussed their interest in modifying the current minimum qualification standards and the classification structure for the AO Group. Notwithstanding the Classification and Staffing provisions of Article 39 of this collective agreement, the parties agree to the following modifications:

1. Effective May 1, 2017, an additional level shall be added to the Flight Inspection Pilot (FIP) Sub-Group of the AO Group and shall be designated FIP-04.
2. Effective the date of signing, an additional Sub-Group shall be created within the AO group which shall be known as the Procedure Design Specialist (PDS) and within which there shall be a single level designated as PDS-1.
3. For the purpose of staffing a PDS-1 position, the minimum qualification requirements as expressed in Article 41.05 and 41.06 shall be modified to include the following:
 - (a) the possession of a valid Canadian Commercial Pilot Licence (CPL) and Instrument Rating (IR) (Group 1, 2, 3 or 4), or
 - (b) the possession of a valid Canadian Airline Transport Pilot Licence (ATPL) and Instrument Rating (IR) (Group 1 or 4).
4. The duties assigned to PDS positions shall be the development of instrument procedures consisting of:
 - (a) The original design of an instrument procedure or airway in accordance with the approved established procedures and criteria;

- (b) The verification of an original design of an instrument procedure or airway produced by NAV CANADA in accordance with the approved established procedures and criteria; and,
- (c) The conversion of a design of an instrument procedure or airway into an accepted digital format in accordance with the approved established procedures and criteria. Designs may be produced by peers, suppliers or External Design Organizations,

The addition of other duties to the PDS Sub-Group shall be subject to mutual agreement between the parties.

LOU 8-21
RE: END OF CAREER LEAVE PROGRAM

Mr. Justin Miller
National Chairperson
Canadian Federal Pilots Association (CFPA)
18 Deakin Street, Unit 107
Ottawa, Ontario
K2E 8B7

RE: End of Career Leave Program

During the current round of collective bargaining, the parties discussed end of career flexibility for long term employees of NAV CANADA. Accordingly, the parties agreed to a trial of an End of Career Leave Program until April 30, 2022, as follows:

1. Only employees with 20 years of service or more, as of March 31 of the year when the first compensatory leave is locked in, are eligible for the program.
2. Eligible employees who have compensatory leave, that has been banked but not used by March 31, may choose to have such leave locked into the End of Career Leave Program.
3. Once compensatory leave is locked into the program, it is no longer available to be paid out in cash or transferred out of the program.
4. Employees may lock in up to a maximum of the equivalent of 6 calendar months of compensatory leave under the program.
5. Employees shall provide at least 6 months' notice prior to the commencement of utilising the compensatory leave accumulated in the End of Career Leave program, and the period during which an employee is on such leave shall be referred to as the End of Career Leave period.
6. The End of Career Leave period shall be a single contiguous period, and upon the conclusion of this period, the employee shall retire from NAV CANADA.
7. Once the End of Career Leave period has commenced, employees shall no longer be eligible for Sick Leave or Long-Term Disability benefits.

This Letter of understanding will expire on April 30, 2022.

LOU 9-21
RE: INSTRUMENT FLIGHT PROCEDURE DESIGNER TRAINING

Mr. Justin Miller
National Chairperson
Canadian Federal Pilots Association (CFPA)
18 Deakin Street, Unit 107
Ottawa, Ontario
K2E 8B7

RE: Instrument Flight Procedure Designer Training

During negotiations in 2019, the topic of Instrument Flight Procedure (IFP) Designer Training was discussed. The Company has agreed that all IFP Designer trainees are to be provided no less than three (3) progress reports prior to the completion of the trainee's probationary period. The progress reports shall specify the employee's progression towards the achievement of the required competencies.

The reports shall be provided at sufficiently frequent intervals to keep the employee adequately informed of their progress, specifically the first progress report shall be provided no later than the midpoint of the probationary period, and there shall be at least 30 days between the progress reports.

The progress reports will be on a form prescribed by NAV CANADA and will identify necessary training and/or coaching activities. Should progress reports not be provided as required, trainees may identify the issue to their CFPA Representative who may raise a complaint with the employer to have the required reports provided.

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

This Letter of understanding will expire at the end of the Collective Agreement term.

LOU 10-21
RE: SCOPE OF THE BARGAINING UNIT AND GROUP DEFINITION

Mr. Justin Miller
National Chairperson
Canadian Federal Pilots Association (CFPA)
18 Deakin Street, Unit 107
Ottawa, Ontario
K2E 8B7

RE: Scope of the Bargaining Unit and Group Definition

During negotiations in 2021, the topic of the Scope of the Bargaining Unit and the CFPA Group Definition was discussed.

The parties will continue discussions regarding the scope of the bargaining unit work and the CFPA Group Definition. A working group committee, comprised of 3 members from the Union and 3 from Labour Relations and Management, shall be established as soon as possible after the date of signing of this agreement.

The parties shall establish, at its first meeting, a written Terms of Reference for the work of the committee including the content and range of the duties/work/classification matters to be discussed, and the meaning of “active discussions/meetings” but excluding the matter of qualifications.

Where the parties are unable to reach an agreement following 12 months of active discussions/meetings, either party may refer the outstanding matters to a mutually selected Arbitrator.

APPENDIX “A”

PAY SCALES

A - Effective May 1, 2019

B - Effective May 1, 2020

C - Effective May 1, 2021

	1	2	3	4	5	6	7
PDS-1	88,515	90,771	93,088	95,466	97,926	100,373	
A	91,171	93,495	95,881	98,330	100,864	103,385	
B	93,907	96,300	98,758	101,280	103,890	106,487	
C	96,725	99,189	101,721	104,319	107,007	109,682	
SDP-1	98,349	100,856	103,431	106,073	108,805	111,526	
A	101,300	103,882	106,534	109,256	112,070	114,872	
B	104,339	106,999	109,731	112,534	115,433	118,319	
C	107,470	110,209	113,023	115,911	118,896	121,869	
SDP-2	107,244	109,856	112,552	115,314	118,157	121,086	124,113
A	110,462	113,152	115,929	118,774	121,702	124,719	127,837
B	113,776	116,547	119,407	122,338	125,354	128,461	131,673
C	117,190	120,044	122,990	126,009	129,115	132,315	135,624
SDP-3	114,691	117,570	120,528	123,570	126,703	129,927	133,177
A	118,132	121,098	124,144	127,278	130,505	133,825	137,173
B	121,676	124,731	127,869	131,097	134,421	137,840	141,289
C	125,327	128,473	131,706	135,030	138,454	141,976	145,528
SDP-4	119,532	122,592	125,740	128,977	132,305	135,734	139,130
A	123,118	126,270	129,513	132,847	136,275	139,807	143,304
B	126,812	130,059	133,399	136,833	140,364	144,002	147,604
C	130,617	133,961	137,401	140,938	144,575	148,323	152,033
SDP-5	126,497	129,805	133,204	136,704	140,302	144,002	147,601
A	130,292	133,700	137,201	140,806	144,512	148,323	152,030
B	134,201	137,711	141,318	145,031	148,848	152,773	156,591
C	138,228	141,843	145,558	149,382	153,314	157,357	161,289

	1	2	3	4	5	6	7
FIP-1	87,900	90,402	92,981	95,628	98,355	100,816	
A	90,537	93,115	95,771	98,497	101,306	103,841	
B	93,254	95,909	98,645	101,452	104,346	106,957	
C	96,052	98,787	101,605	104,496	107,477	110,166	
FIP-2	129,760	132,641	135,602	138,642	141,776	144,993	148,618
A	133,653	136,621	139,671	142,802	146,030	149,343	153,077
B	137,663	140,720	143,862	147,087	150,411	153,824	157,670
C	141,793	144,942	148,178	151,500	154,924	158,439	162,401
FIP-3	134,600	137,659	140,808	144,049	147,379	150,806	154,574
A	138,638	141,789	145,033	148,371	151,801	155,331	159,212
B	142,798	146,043	149,384	152,823	156,356	159,991	163,989
C	147,082	150,425	153,866	157,408	161,047	164,791	168,909
FIP-4	144,024	147,296	150,664	154,132	157,696	161,362	165,394
A	148,345	151,715	155,184	158,756	162,427	166,204	170,357
B	152,796	156,267	159,840	163,519	167,300	171,191	175,468
C	157,380	160,956	164,636	168,425	172,319	176,327	180,733

APPENDIX “B”
ARTICLES NOT APPLICABLE TO TEMPORARY EMPLOYEES

Article 32.10	Leave Without Pay for the Care and Nurturing of Pre-School Age Children
Article 32.11	Leave Without Pay for Family-Related Needs
Article 40	Severance Pay
Article 41.02	Transfer
Article 41.03	Priority Placement
Article 41.11	Return Rights
Article 41.14	Authorised Leaves of Absence of Less than Twelve Months
Article 41.15	Return Notice from Leave of Absence
Article 41.17	Lower Classification
Article 41.18	Higher Classification
Article 43	Probationary Period
Article 45	Employment Security
Article 46	Loss of Licence
LOU 1-21	Article 45.05 of the Collective Agreement
LOU 2-21	Professional Currency
LOU3-21	Self-Funded Leave