



File: 2122-984-3

February 10, 2023

TO: ALL PSAC/UCTE MEMBERS AT THE NAV CANADA

RE: RATIFICATION OF TENTATIVE AGREEMENT

After many months of negotiations, the Bargaining Committees of the Union and the Employer have reached a tentative Collective Agreement.

We are recommending that you vote for this agreement.

The Bargaining Committees agree that all changes take effect as of the date of ratification of the Collective Agreement, unless another date is specified.

WAGES, DURATION AND ALLOWANCES

- Effective retroactively to January 1, 2021, all rates increase by 3%
- Effective retroactively to January 1, 2022, all rates increase by 3%
- Effective retroactively to January 1, 2023, all rates increase by 3%
- Three-year agreement, expiring December 31, 2023
- New on-the-job instruction premium of \$8.25/hour for all time spent instructing new or current employees

LEAVES AND OVERTIME

- Overtime to be compensated at double time after 50 hours of overtime paid at 1.5X in a given year.
- Compensatory time for overtime is now limited to 112.5 hours (3 weeks) in a given year, all OT beyond that amount to be paid.
- Improvement to bereavement leave: now 10 days, 5 of which are with pay, and can be divided into 2 periods of leave.
- 2 days of paid leave for birth or adoption of a child is no longer taken out of the 5 days of family related leave.
- Parental leave changes to reflect the new legislation.

OTHER HIGHLIGHTS

- All telework requests cannot be unreasonably denied.
- Addition of the new stat holiday: National Day of Truth and Reconciliation.
- Improvement to lieu leave for operating employees – 8 more hours to reflect the new holiday and deletion of pro-rating lieu leave for those taking leave without pay for less than 1 year.
- Letter of understanding on workload to further discuss staffing and vacancies.
- Inclusion of gender identity and expression in the “no discrimination” article.
- Schedules to be posted 30 days in advance, instead of 15.
- Minor improvement to technological change language.
- Language on compressed work weeks moved from a letter to the main body of the agreement.

Your bargaining team consisting of:

Suzanne Dupuis, Negotiating Team Member
Sean Finnegan, Negotiating Team Member
Mark Langlois, Negotiating Team Member
Michelle Silverwood, Negotiating Team Member
Michelle Timmerman, Negotiating Team Member
Barry Tchir, UCTE RVP, Pacific Region
Seth Sazant, PSAC Negotiator

unanimously recommends acceptance of this agreement.

In Solidarity,



Alex Silas

PSAC Regional Executive Vice-President – National Capital Region

- cc. Dave Clark, National President, UCTE
Chelsea Flook, Regional Political Action and Communication Officer
Negotiations Section
Susan O’Reilly, A/Director, Representation and Legal Services Branch
Verda Cook, Regional Coordinator
Reine Zamat, Supervisor, Membership Administration
Megan Whitworth, Administrative Assistant, Membership Administration
ROB National Mobilization
Chantal Wilson, Member Information Officer
Louise Casselman, Social Justice Fund Officer
Laura Avalos, Social Justice Fund Advisor

Wage Grids

January 1, 2021: 3% Increase

	Step1	Step2	Step3	Step4	Step5
1	\$39,563	\$42,035	\$44,507	\$46,981	\$49,451
2	\$44,022	\$46,772	\$49,524	\$52,277	\$55,027
3	\$49,473	\$52,564	\$55,656	\$58,747	\$61,840
4	\$56,078	\$59,582	\$63,086	\$66,593	\$70,097
5	\$64,336	\$68,356	\$72,375	\$76,398	\$80,418
6	\$74,408	\$79,059	\$83,708	\$88,358	\$93,010
7	\$86,793	\$92,217	\$97,643	\$103,066	\$108,490
8	\$102,152	\$108,536	\$114,920	\$121,305	\$127,688

January 1, 2022: 3% Increase

	Step1	Step2	Step3	Step4	Step5
1	\$40,750	\$43,296	\$45,843	\$48,391	\$50,935
2	\$45,343	\$48,175	\$51,010	\$53,845	\$56,678
3	\$50,957	\$54,141	\$57,326	\$60,509	\$63,695
4	\$57,761	\$61,370	\$64,979	\$68,590	\$72,200
5	\$66,266	\$70,407	\$74,546	\$78,690	\$82,831
6	\$76,640	\$81,430	\$86,219	\$91,008	\$95,800
7	\$89,397	\$94,983	\$100,572	\$106,158	\$111,745
8	\$105,217	\$111,792	\$118,368	\$124,944	\$131,519

January 1, 2023: 3% Increase

	Step1	Step2	Step3	Step4	Step5
1	\$41,973	\$44,595	\$47,218	\$49,843	\$52,463
2	\$46,703	\$49,621	\$52,540	\$55,460	\$58,378
3	\$52,486	\$55,765	\$59,046	\$62,325	\$65,606
4	\$59,494	\$63,211	\$66,928	\$70,648	\$74,366
5	\$68,254	\$72,519	\$76,783	\$81,051	\$85,316
6	\$78,940	\$83,873	\$88,806	\$93,738	\$98,674
7	\$92,079	\$97,833	\$103,589	\$109,343	\$115,097
8	\$108,373	\$115,146	\$121,919	\$128,693	\$135,464

Full List of Changes to Language

ARTICLE 20 NO DISCRIMINATION

- 20.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to an employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, **gender identity or expression**, conviction for which a pardon has been granted, or union affiliation.

ARTICLE 24 GENERAL HOLIDAYS

- 24.01 Employees shall receive the following paid general holidays:

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

- 24.04

- (a) On April 1st of each year an employee shall be credited with **ninety six (96)** ~~eighty eight (88)~~ hours of lieu leave.
- (b) Lieu days may be scheduled as an extension to vacation leave or as occasional days and shall be charged against lieu day credits on an hour for hour basis.

- (c) Subject to operational requirements and adequate advance notice, NAV CANADA shall make every reasonable effort to schedule lieu days at times desired by the employees.
- (d) Any lieu days that cannot be liquidated by March 31 of the leave year in which they are earned will be paid out at the employee's straight time rate of pay in effect at that time.
- (e) Any leave granted for holidays occurring after the date of an employee's termination shall be subject to recovery of pay.
- (f) **Where an employee is on an authorized leave of absence without pay for a period of less than 365 days they will be credited with lieu leave as if they had been at work.**

**ARTICLE 28
OTHER LEAVE WITH OR WITHOUT PAY**

28.02 Bereavement Leave With Pay

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

- a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of ~~five (5) consecutive~~ **up to 10 (ten) calendar days that may be taken in 1 or 2 periods beginning on the day on which the death occurs and ending six weeks after the latest of the days on which any funeral, burial or memorial service of the deceased person occurs.** During such period the employee shall be ~~paid to~~ **entitled to 5 days leave with pay** which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

28.05 Parental Leave

- (a) Where an employee has or will have the actual care and custody of a newborn child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to sixty three (63) consecutive weeks in the seventy eight (78) week period beginning, at the employee's option, on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to up to sixty three (63) consecutive weeks in the seventy eight (78) week period beginning, on the day on which the child comes into the employee's care.
- (c) **Parental leave without pay utilized by an employee-couple in conjunction with the birth or adoption of one child shall not exceed a total of seventy-one (71) weeks for both employees combined.**

28.07 Leave With Pay for Personal and Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse, dependent children (including foster children or children of spouse), parents (including step-parents or foster parents), a relative for whom the employee has a legal duty of care or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) NAV CANADA shall grant leave with pay under the following circumstances:
 - (i) for a medical or dental appointment to accompany a family member when the family member is incapable of attending the appointment by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for family members to minimize their absence from work. An employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible;
 - (ii) leave with pay to provide for the temporary care of a sick member of the employee's family and to provide an employee time to make alternate care arrangements where the illness is of a longer duration;
 - (iii) leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.

- (iv) for the employee in order to attend personal medical, dental or legal appointments.
- (c) The total leave with pay which may be granted under sub-clauses (b)(i), (ii), ~~(iii)~~, (iv) shall not exceed thirty-seven and one half (37 ½) hours in a leave year.
- (d) The employee shall demonstrate the need for such leave in such manner as may reasonably be determined by NAV CANADA.

The parties agree that the changes in (c) above will be reflected as a separate clause when the final agreement is drafted.

ARTICLE 30 HOURS OF WORK

- 30.04 (a) NAV CANADA shall set up a master shift schedule posted **thirty (30)** ~~fifteen (15)~~ days in advance, which will cover the normal requirements of the work location.
- (b) NAV CANADA shall not schedule split shifts.

Non-Operating Employees

- 30.10 (a) The normal work week shall be thirty-seven and one-half (37 ½) hours exclusive of lunch periods, comprising five (5) days of seven and one-half (7 ½) hours each Monday through Friday. The work day shall be scheduled to fall within an eleven (11) hour period between the hours of 7:00 A.M. and 6:00 P.M., and at NAV CANADA's head office the work days shall be scheduled to fall within a twelve (12) hour period between the hours of 7:00 a.m. and 7:00 p.m. unless otherwise agreed in consultation between the PSAC and NAV CANADA.
- (b) Subject to operational requirements, as determined from time to time by NAV CANADA, an employee shall have the right to select and request flexible hours between 7:00 AM and 6:00 PM, or at NAV CANADA's head office, between 7:00 a.m. and 7:00 p.m.
- (c) (i) Notwithstanding the provisions of this article, upon request of an employee and the concurrence of NAV CANADA, an employee may complete their weekly hours of employment in a period other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty seven and one half (37 ½) hours per week and an average of seven and a half (7-½) hours per day. **Subject to the mutual agreement of an employee and the Employer, the averaging period for a compressed work week may be extended beyond twenty-eight (28) days.** As part of the provisions of this clause,

attendance reporting shall be mutually agreed between the employee and NAV CANADA.

- (ii) Time off resulting from the application of sub-clause (c)(i) above shall not be construed as days of rest for the purposes of overtime compensation.
- (iii) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of NAV CANADA to schedule any hours of work permitted by the terms of this Agreement.

ARTICLE 31 TELEWORK

31.01 Approval for a Telework arrangement shall be on a case by case basis and in consideration of the nature of the work provided by the employee. It is conceded that due to the nature of the work performed by some of the employees covered by this agreement that such an arrangement may not be possible. **Every reasonable effort will be made to accommodate an employee's telework request.**

ARTICLE 46 TECHNOLOGICAL CHANGE

46.03 The notice referred to in Article 46.02 shall be in writing and shall state:

- (a) the nature of the technological change;
- (b) the date on which NAV CANADA proposes to effect the technological change;
- (c) the approximate number, ~~and~~ classification **and location** of employees likely to be affected by the technological change; and
- (d) the effect that the technological change is likely to have on the terms and conditions of employment or the security of employment of employees affected.

LETTER OF UNDERSTANDING NO. 10

Subject: End of Career Leave Program Trial

During this round of negotiations, the Parties discussed the **continued operation creation** of a pre-retirement leave program for employees to transition into retirement. The Parties have agreed to **continue to trial** this concept until **December 31, 2023** under the following conditions:

Wages and Duration:

A 3-year agreement with the following increases to all wage rates on the dates below:

Jan 1, 2021: 3%

Jan 1, 2022: 3%

Jan 1, 2023: 3%

Wages for 2021, 2022 and 2023 will be paid retroactively for active employees at the time of ratification and PSAC employees who transitioned employment to the DEVCORE Group as of July 1, 2022, as part of the sale of the NAV Centre and to any employee who retired during that period who did not take a Departure Incentive Package.

On-the-Job Training Allowance

New:

29.05 When an employee is assigned by management to provide training, the trainer shall be entitled to receive eight dollars and twenty-five cents (\$8.25) per hour for each hour during which they provide such training and pro-rated for partial hours under the following circumstances:

- 1) The initial peer-to-peer transfer of knowledge as a part of on-boarding of a new employee into their work unit, or
- 2) To provide training in accordance with a Unit Training Plan and/or Unit Qualification Training Program (UQTP), or
- 3) If requested by management to do formal training in unique circumstances

This allowance does not apply to the onboarding of ATS students. This allowance is not payable to employees whose primary job function is the design, development, and delivery of training, except in the case of paragraph 1 above.

Delete LOU #2

Delete LOU #4: The content has been moved into the main body of the agreement.

Delete LOU #7

LETTER OF UNDERSTANDING NO. 12*

Subject: Financial and Pre-Retirement Planning Seminars

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

Employees in remote locations may request, once in their career, an individual retirement session of up to two hours, with no loss of regular pay, and will be reimbursed up to two hundred dollars (\$200) for the cost of such a session. Contact the Manager of Pensions Administration at (613) 563-3038 for information on how to apply for this service.

Alternatively, where a virtual pre-retirement planning seminar is offered in lieu of an in-person offering, an employee shall be granted the requisite time off, congruent with the duration of the seminar, to attend with no loss in regular pay. An employee may attend an additional NAV CANADA Financial and Pre-Retirement Planning Seminar once every five (5) years on their own time.

LETTER OF UNDERSTANDING

The Union has expressed concerns about staffing levels and the resulting pressure on employees' workload. The parties agree that staffing levels will be a standing item on the agenda for joint consultation at all UMC meetings at local and national levels.

The employer shall furnish a vacancy report to UCTE semi-annually, detailing all vacant positions and whether the employer plans to fill them. In the event that the employer intends to fill the positions, the anticipated date by which they will be filled. Off cycle vacancy reports will be provided on an ad-hoc basis upon request.

LETTER OF UNDERSTANDING NO. 14

Subject: ~~Gain Sharing~~ Productivity Sharing

During the closed period of the collective agreement the Parties agree to discuss and explore the possibility of a **gain productivity** sharing model. Any implementation or implementation date would be subject to mutual agreement of the Parties. The goal of the ~~gain~~ productivity sharing discussions will be to come up with a mutually agreeable model that allows for lump sum payments, in recognition of productivity and corporate performance. ~~Our goal will be to have outcomes associated with these gainsharing discussions, should there be a mutual agreement on a model, implemented January 1, 2020. Ideally, this model would be applied to all bargaining units. The parties agree to commence discussion on a gain sharing model no later than 90 days following ratification.~~

NEW: LETTER OF UNDERSTANDING ON OVERTIME

During the current round of bargaining, the parties negotiated significant changes to the payment of overtime and compensatory time off.

Rather than amend the current collective agreement language at this time, the parties have agreed to develop new collective agreement language during the closed period to reflect the agreed upon changes set out below:

Overtime

For purposes of this provision, overtime is any time worked where pay is earned at the 1.5X or 2X rate.

Effective April 1, 2023, the first 50 hours of overtime (actual time worked) shall be paid at the 1.5X rate except that where the current collective agreement provides for 2X rate of pay.

Any overtime earned at 2X shall not count towards the 50-hour threshold.

All overtime earned at 1.5X shall count towards the 50-hour threshold. Once the threshold is achieved, all remaining overtime is paid at 2X.

Callback will continue to be paid at applicable overtime rate however actual hours worked count towards the threshold.

Compensatory Time Off

Effective April 1, 2023, employees can accumulate a maximum of 112.5 hours of time off in lieu of overtime in a vacation year. This bank of time off in lieu cannot be replenished within the vacation year. Time off in lieu earned and not liquidated by the end of the vacation year shall be paid out. Under special circumstances, the manager may approve an employee's request to carry over unused banked hours into the following vacation year. Such hours would not reduce

the employee's entitlement to bank TOIL in that year. An exception to the carry over rules described herein are outlined in paragraph 32.05 (d) of the collective agreement.

Managers may deny requests to liquidate earned time off in lieu due to operational requirements or it generates overtime.

All hourly wage based premiums may be banked as TOIL under this arrangement.

Overnight Travel Premium banks (35.07) are not subject to a maximum and do not form part of the 112.5-hour maximum.