



File: 2122-984-3

March 27, 2026

TO: ALL PSAC/UCTE MEMBERS AT THE NAV CANADA

RE: RATIFICATION OF TENTATIVE AGREEMENT

After more than two years of negotiations, the Bargaining Committees of the Union and the Employer have reached a tentative Agreement.

We are recommending that you vote in favour of the 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 January 1, 2024, all rates increase by 4.5%

Effective January 1, 2025, all rates increase by 4%

Effective January 1, 2026, all rates increase by 3.5%

Effective January 1, 2027, all rates increase by 3%

Effective January 1, 2028, all rates increase by 3%

Five-year agreement, expiring December 31, 2028

LEAVES, OVERTIME AND PREMIUMS

- Any unused compensatory time off at the end of a 12-month period can be carried over to an additional 12 months.
- Overtime may now be earned if travel status time limits are reached for reasons beyond the employee's control.
- Language clarifying that shift premiums are paid for the time zone an employee is located in

JOB SECURITY

- Language specifying that a joint committee with union representation must be formed in the event of layoffs, to ensure that proper processes are followed to prevent or minimize layoffs.
- Commitment to make contracting out and its potential impacts a standing item at UMC meetings.
- A new seniority-based displacement process to be used in order to help find alternative positions at NAV Canada in the event of layoffs.
- Commitment from NAV Canada that there will be meaningful consultation in the event that relocation is required, in order to determine if work can be done remotely, and relocations avoided.



OTHER HIGHLIGHTS

- Lowering eligibility requirements to access the End of Career Leave Trial Program from 28 years of service to 15.
- Improved anti-discrimination language. Employees will not be required to participate in negotiation or conciliation in the event of harassment or discrimination complaints.
- Employees who are undergoing the alternative dispute resolution process have the right to be accompanied by a support person, such as a friend, colleague, or union representative.
- Employees whose flexible work arrangements are denied must receive a written rationale explaining the reason for denial. Denials can be grieved.
- Employees have the right to paid breaks for the purposes of nursing or performing breast milk pumping hygiene.

Your bargaining team consisting of:

Jason Burnham, Negotiating Team Member
Suzanne Dupuis, Negotiating Team Member
Mark Langlois, Negotiating Team Member
Michelle Silverwood, Negotiating Team Member
Barry Tchir, UCTE RVP, Pacific Region
Mathieu Brûlé, PSAC Negotiator

unanimously recommends acceptance of this agreement.

In Solidarity,



Ruth Lau MacDonald
PSAC Regional Executive Vice-President, NCR

- cc. Alliance Executive Committee
Teresa Eschuk, National President, UCTE
Director's Team
Negotiations and Research Branch
Associate Directors
ROB National Mobilization
David Seguin-Caron, Administrative Assistant, Membership Administration
Anastassia Bratalski, Manager, Data Solutions and Analytics
Louise Casselman, Social Justice Fund Officer
Social Justice Fund

Article 10 – Information

10.02

NAV CANADA agrees to **post a copy of the collective agreement, in both English and French, on the Employer’s intranet system and will endeavour to do so within one (1) month of being fully executed with all signatures.** ~~supply each employee with a copy of the Collective Agreement and will endeavour to do so within three (3) months of the date of signing. The cost of printing the Collective Agreements in a unionized print shop will be divided equally between NAV CANADA and the PSAC.~~

Article 19 – No Harassment & No Discrimination

Article 19 and 20 shall be merged together

19.01

The PSAC and NAV CANADA recognize the right of employees to work in an environment free from sexual harassment and personal harassment, including abuse of authority, and agree that such forms of harassment will not be tolerated in the workplace.

19.02

There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to an employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, **gender identity or expression**, marital status, family status, **genetic characteristics**, disability, conviction for an offence for which a pardon has been granted **or in respect of which a record suspension has been ordered, or union affiliation. Any additional prohibited grounds of discrimination in the Canadian Human Rights Act shall be included in this article.**

19.03

Grievances arising from Article 19.01 shall first be dealt with through an alternate dispute resolution process (ADR) in the case of discrimination complaints and in accordance with the prescribed resolution process set out in applicable legislation in the case of harassment complaints. The grievance will be held in abeyance pending the results of the ADR process or prescribed resolution

process set out in the applicable legislation. Furthermore, employees are precluded from other avenues of redress, save and except applicable legislative procedures, until the ADR process or the prescribed resolution process has concluded, as set out in the applicable legislation. For clarity, employees shall not be required to participate in negotiation or conciliation. An employee has the option to request that a designated support person accompany them throughout the process. A support person can be a partner, a colleague, a union representative, or a friend. The support person cannot be involved in the investigation, for example, the support person cannot be one of the witnesses in the investigation.

19.04

Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

19.05

The Employer and the Union recognize their joint duty to accommodate employees with disabilities in accordance with the provisions of the *Canadian Human Rights Act* and the *Canada Labour Code*.

Article 20 – No Discrimination

Remove and move to Article 19

Article 23 – Leave General

23.08 Leave Authorization

Vacation leave, compensatory leave and lieu leave may only be utilized when the employee is authorized in advance by their manager or delegate to be absent from duty.

An employee requesting leave must notify their manager or delegate with as much notice as practicable and reasonable. The manager, or their delegate, must also respond within a period that is practicable and reasonable.

Article 25 – Vacations

25.03

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:

Years of Service	Hours/Month	Hours/Year
Less than 8 years	9.375	112.5
After 8 complete years	12.5	150.0
After 16 complete years	13.75	165.0
After 17 complete years	14.375	172.5
After 18 complete years	15.625	187.5
After 27 complete years	16.875	202.5
After 28 complete years	18.75	225.0

- 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 decimal five (172.5) hours per vacation year if the employee has completed seventeen (17) years of continuous employment;~~
- (e) ~~one hundred and eighty seven decimal five (187.5) hours per vacation year if the employee has completed eighteen (18) years of continuous employment;~~
- (f) ~~two hundred and two decimal five (202.5) hours per vacation year if the employee has completed twenty seven (27) years of continuous employment;~~
- (g) ~~two hundred and twenty five (225) hours per vacation year if the employee has completed twenty eight (28) years of continuous employment.~~

Article 30 – Hours of Work

30.20

In addition to the rest periods outlined in this article, following a one-time initial notice to their Manager, employees shall be entitled to take breaks, without loss of pay, for the purpose of nursing or performing breast milk pumping hygiene. The Employer shall provide an appropriate, private and safe place for these functions to be performed.

Article 31 – Flexible Work Telework

31.01

A flexible work arrangement includes any working arrangement approved by management that changes the on-site presence of an employee at their designated place of work.

Approval for a flexible work 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.~~

Where a request for a flexible work arrangement is required, the response shall be provided in writing by NAV CANADA to the employee.

A flexible work request will not be unreasonably denied and shall be determined in accordance with the criteria outlined within the Canada Labour Code. In the event that an Employee's flexible work request is denied, the rationale for the refusal shall be provided to the Employee in writing. The Employee may choose to forward this refusal to the Union, and shall have the right to grieve the refusal, under Article 16.

31.02

The types of Flexible Work Arrangements available are: Full-time On site, Hybrid, Remote, or any others as defined in the Employer's *Flexible Work Arrangement Policy*.

~~An employee in a Telework arrangement primarily performs assigned duties in an alternate location separate and distinct from an official workplace of NAV CANADA.~~

31.03

~~In order that they are mutually understood, the terms and conditions of a Telework arrangement shall be agreed in writing by NAV CANADA, the employee and the appropriate Local President.~~

31.04

~~No employee shall be required to participate in a flexible work arrangement without their consent.~~ **An employee may elect to work full-time on site at their designated place of work.**

31.05

All terms and conditions of a Flexible Work arrangement shall be consistent with the provisions of the Collective Agreement.

31.06

On provision of thirty (30) working days' notice in writing, either party shall have the right to terminate a flexible work arrangement. **During this notice period, an employee may request an extension of the notice period, and such requests will be considered on a case-by-case basis and shall not be unreasonably denied.**

31.07

On an exception basis and where operational requirements permit, an employee may be granted permission to work on an ad hoc, **short-term** basis at an alternate location separate and distinct from an official workplace of NAV CANADA.

~~NAV CANADA will endeavour to provide an employee under a Telework arrangement with access to the information that is posted on NAV CANADA's electronic bulletin board (Intranet) and access to NAV CANADA's electronic mail system.~~

Article 32 – Overtime

32.01 Assignment of Overtime Work

Subject to operational requirements, NAV CANADA shall make every reasonable effort:

(a) to offer overtime work on an equitable basis among readily available qualified employees who normally perform the work at the location;

and

(b) to give employees who are required to work overtime adequate advance notice of this requirement.

(c) Where practicable, overtime must be assigned or authorized by an employee's manager or designate, prior to the overtime being performed.

(...)

32.03

For the purposes of this Article, overtime is any time worked where pay is earned at time and one half (1.5X) rate or double time (2x) rate.

a) The first fifty (50) hours of overtime (actual time worked) shall be paid at the rate of time-and-one-half (1.5x) rate except that where the current collective agreement provides for double-time (2x) rate of pay.

b) Any overtime earned at a double-time (2x) rate shall not count towards the fifty (50) hour threshold.

- c) **All overtime earned at time-and-one-half (1.5X) shall count towards the fifty (50)-hour threshold. Once the threshold is achieved, all remaining overtime is paid at double-time (2x).**
- d) **Callback will continue to be paid at applicable overtime rate however actual hours worked count towards the threshold.**

(...)

32.0506

- (a) NAV CANADA will endeavour to pay for overtime in the pay period following that in which the credits were earned except where, upon request of an employee and with the approval of NAV CANADA, overtime may be compensated in equivalent leave with pay.
- (b) NAV CANADA shall grant compensatory leave at times convenient to both the employee and NAV CANADA provided no additional overtime is incurred.
- (c) **Compensatory leave with pay not used by the end of the leave year ~~twelve (12) month period~~, shall be paid out at the employee's hourly rate of pay at the end of the twelve (12) month period. An employee may request to carry over their unused compensatory leave, either in whole or in part. Upon this request, the employee shall carry over the unused compensatory leave for a further twelve (12) month period. Compensatory leave carried over and unused, shall be paid out at the employee's hourly rate of pay at the end of the previous leave year to be determined by NAV CANADA, will be paid at the employee's hourly rate of pay at the end of the twelve (12) month period.**
- ~~(d) Notwithstanding (c) above, compensatory leave with pay which is earned within the three (3) month period immediately preceding the end of the twelve month period defined by NAV CANADA may be carried over for a further twelve (12) months after which time any unused leave shall be paid out at the employee's hourly rate of pay.~~

32.0607 Compensatory Time Off

Effective at the beginning of the new Leave Year following ratification of this collective agreement, starting on April 1, 2023 and every Leave Year thereafter, employees may bank all worked overtime as 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 **Leave Year** ~~vacation year~~ shall be paid out, **unless requested to be carried over by the Employee, as per Article 32.05. Upon this request, the employee shall carry over the unused compensatory leave for a further twelve (12) month period.** Under special circumstances, the manager may approve an employee's request to carry over unused banked hours into the following vacation 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 **if** 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~~

Article 33 – Shift Premiums

33.01 Shift Premium

- (a) An employee who is required to work a shift which ends after 6:00 P.M. shall receive a premium **equal to the rate indicated in the table below** ~~of one dollar and fifty cents (\$1.50)~~ per hour for all hours worked between 4:00 P.M. and midnight.
- (b) An employee who is required to work a shift which starts before 6:00 A.M. shall receive a premium **equal to the rate indicated in the table below** ~~of three dollars and seventy five cents (\$3.75)~~ per hour for all hours worked between midnight and 08:00 A.M
- (c) **Employees who are temporarily directed to perform work for a time zone other than that in which they are permanently assigned, the hours in 33.01 (a) and 33.01 (b) refer to the hours of the time zone in which the Employee is permanently assigned.**
- (d) **It is understood that employees in travel status or in training are not subject to the provisions of clause 33.01(c).**

33.02 Weekend Premium

- (a) Employees shall receive an additional premium **equal to the rate indicated in the table below** of ~~two dollars and fifty five cents (\$2.50)~~ per hour for work on a Saturday and/or Sunday for hours worked as stipulated in (b) below.
- (b) remWeekend premium shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.

33.03

Effective	Shift Premium 33.01 a)	Shift Premium 33.01 b)	Weekend Premium
January 1, 2024	\$ 1.57	\$ 3.92	\$ 2.61
January 1, 2025	\$ 1.63	\$ 4.08	\$ 2.71
January 1, 2026	\$ 1.69	\$ 4.22	\$ 2.80
January 1, 2027	\$ 1.74	\$ 4.35	\$ 2.88
January 1, 2028	\$ 1.79	\$ 4.48	\$ 2.97

Article 35 – Travelling Time

35.02

When an employee is required to travel outside their work location area as defined in the NAV CANADA Travel Program (as may be amended from time to time) on NAV CANADA business, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 35.03 and 35.04. **Requested changes to the employer-approved travel by the Employee leading up to and while on travel status must be approved by the Manager or their designate. An Employee must make the request in writing, including details of the request with as much notice as practicable and reasonable. The Manager or their designate will endeavour to respond within a practicable and reasonable timeframe of receiving the request.**

Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than three (3) hours.

(...)

35.04

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

- (a) On a normal working day on which the employee travels but does not work, the employee shall receive the irregular pay for the day. The employee will receive compensation at the straight time rate of pay for all hours travelled.
- (b) On a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) their regular pay for the day for a combined period of travel and work not exceeding their regular scheduled working hours; and
 - (ii) at the applicable overtime rate for additional travel time in excess of their regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the overtime rate of pay.
- (c) On a day of rest or on a general holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of ten (10) hours' pay at the applicable overtime rate.
- (d) **The Employee shall be paid, at the applicable overtime rate, for all hours spent travelling above the hours specified in 35.04 (b)(ii) and 35.04(c), if these limits are exceeded as a result of factors beyond the Employee or the Employer's control, except that where good sleeping accommodation is provided or available at no expense to the employee and the employee has eight (8) continuous hours between 2100 and 1000 hours to utilize such accommodation, that eight (8) hours shall be exempt from payment.**

(...)

35.07 Travel Premium

Employees who are in travel status and incur an overnight stay outside of the headquarters area shall receive one-half (1/2) hour of compensatory time off in lieu for each overnight stay up to and including 50 overnights in a vacation year. Employees who are in travel status and incur an overnight stay outside of the headquarters area of

more than fifty (50) overnights shall receive one (1) hour of compensatory time off in lieu for each overnight stay in a vacation year.

If the compensatory time off in lieu cannot be liquidated by the end of the vacation year, **the provisions of Article 32.05 c) shall apply.** ~~then payment in cash will be made at the employee's straight time rate of pay as of March 31st.~~

~~Notwithstanding the above, compensatory leave with pay which is earned within the three (3) month period immediately preceding the end of the twelve month period defined by NAV CANADA may be carried over for a further twelve (12) months after which time any unused leave shall be paid out at the employee's straight time rate of pay.~~

Article 45 – Employment Security

45.01

NAV CANADA shall advise the PSAC, **in writing**, as soon as possible of any decision to permanently reduce the number of employees in the bargaining unit. The length of the notice period shall take into consideration the complexities of the particular situation, **but in no case shall be fewer than thirty (30) days.**

45.02

Meaningful PSAC/NAV CANADA consultation shall begin:

- a) **Following notice to the Union of potential job displacement, the Parties will form a joint Labour Adjustment Committee (LAC), composed of an equal number of members from both parties, to consult on ways to reduce and/or mitigate adverse impacts on employees. The LAC work may run concurrent with the surplus period; however, no letters will be issued to employees until the LAC has met on at least one occasion to discuss ways to reduce and/or mitigate adverse impacts on employees. The LAC shall meet within twenty (20) days after receiving the written notice in 45.01.**
- b) **With the intent to minimize adverse consequences of job displacement, and resolve surplus situations without layoff, the Company will develop a human resource transition plan in consultation with the LAC. The following measures will be considered and implemented where practicable and**

appropriate by NAV CANADA through consultation with the LAC prior to involuntary lay-off:

- (1) As a first measure**, elimination of casuals, **probationary**, and term or temporary employees;
 - (2)** voluntary methods, including position exchange, transfers to vacant positions at equivalent levels **or lower levels**, and retraining;
 - (3)** alternate work arrangements, including job sharing and part-time;
 - (4)** leaves of absence;
 - (5)** seeking voluntary separation through NAV CANADA's Departure Incentive Program **(see Appendix F)**;
 - (6) voluntary temporary lay-off (as defined in the Canada Labour Standards Regulations).**
 - (7)** relocations;
- c) **Seniority shall be applied where possible when two (2) or more employees at the same level are qualified for an available position identified under paragraph (b) above.**
- d) **Where all options in 45.02 b) and 45.03 have been exhausted, and layoffs are still required, see LOU XX – Displacement.**

45.03

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

- a) an employee shall receive a formal notice of surplus status at least six months prior to layoff date (surplus period), copied to the PSAC;
- b) ~~NAV CANADA will explore options with the employee and, if requested the PSAC Representative;~~ **Affected employees will be sent formal notice of their surplus status and options will be explored with the employee on an individual basis by representatives of both Parties through the LAC and such discussions shall take place within sixty (60) days of receipt of notice by the employee;**
- c) NAV CANADA will provide employees with financial and pension advice during this period;

- d) if NAV CANADA, **in consultation with the LAC** and the employee have been unsuccessful in finding an appropriate employment opportunity within NAV CANADA at the end of the surplus period, the employee may choose layoff with recall rights, or accept a NAV CANADA Departure Incentive Program;
- e) NAV CANADA may offer and the employee may accept a NAV CANADA Departure Incentive Program during their surplus period.

45.04

- a) An employee who declines a reassignment or refuses the offer of a NAV CANADA Departure Incentive Program shall be laid off at the end of their notice period and their name shall be inscribed on the recall list.
- b) NAV CANADA shall provide the PSAC with an accurate copy of the Recall List on the first working day of each month.

45.05

In situations of permanent reduction in the work force NAV CANADA 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 and requirements, its location and costs. The employee accepting termination shall be entitled to the NAV CANADA Departure Incentive Program.

45.06

- a) In situations where retraining under clause 45.02 **or 45.03** is called for, NAV CANADA shall provide the training or access to it.
- b) An employee unsuccessful in training shall be eligible for the option provided for in clause 45.03 (d) above. In this case the training period is deemed to be included in the surplus period. However, if the training period extends beyond the surplus period, the notice of surplus is deemed to have been extended.

45.07

In the event that two (2) or more employees at the same level, location and occupational group are vulnerable or surplus and all cannot be assigned under the

present article or under clause 41.03 (a) and (b), Priority Placement, lay-off shall be by reverse order of seniority.

Article 48 – Duration

48.01

This collective agreement shall expire on December 31, **2028**.

48.02

Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on **XXX**

Appendix A – Wage Scales

1. Effective JANUARY 1, 2024: 4.5%
2. Effective JANUARY 1, 2025: 4%
3. Effective JANUARY 1, 2026: 3.5%
4. Effective January 1, 2027: 3%
5. Effective January 1, 2028: 3%

Retroactive Payment shall be in accordance with the MOA dated January 8, 2026

Any retroactive payments will be made within 120 days of ratification. Employees will have the opportunity to transfer part or all of their retroactive payment to the NAV CANADA Group RRSP/TFSA.

Per the LOU dated January 8, 2026, retroactive payments on wages and premiums will be made only to current employees, retired employees and deceased as of the date of ratification of the new collective agreement.

Letter of Understanding No 1 – Pension Plan

Subject: Pension Plan

Members of the Public Service Alliance of Canada bargaining unit are entitled to the benefits of the NAV CANADA Pension Plan.

Effective December 1, 2014 all newly hired employees will be placed under the provisions of Part B of the NAV CANADA Pension Plan.

~~Effective December 1, 2014 all new ongoing hires, upon completion of their probation period shall receive a \$2000 lump sum non-pensionable payment. The intent is to allow employees hired after December 1, 2014 to use these funds to supplement their retirement savings. All NAV CANADA employees now have access to the group Registered Retirement Savings Plan (RRSP) and group Tax-Free Savings Account (TFSA), both set up through Sun Life Financial.~~

~~Temporary employees and employees who had previously retired from NAV CANADA shall not be entitled to this lump sum payment. Employees shall only receive the lump sum payment once in their career at NAV CANADA.~~

Pre-retirement indexation ceases for those employees who leave the company prior to normal retirement from Part A for all future service effective December 1, 2014 until commencement of receipt of their pension.

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

Letter of Understanding No 2 – Departure Incentive Program

Purpose

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

The Departure Incentive Program Compensation Package

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

Departure Incentive Program for Employees Hired Prior to [DATE OF RATIFICATION]	
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
“ three “ four	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 but <47	60 weeks
“ “ >47 but <48	62 weeks
“ “ >48 but <49	64 weeks
“ “ >49 but <50	66 weeks
“ “ >50 but <51	64 weeks
“ “ >51 but <52	63 weeks

Departure Incentive Program for Employees Hired Prior to [DATE OF RATIFICATION]

Age or years of service criteria	DIP Compensation
" " >52 but <53	62 weeks
" " >53 but <54	61 weeks
" " >54 but <55	58 weeks
" " >55 but <56	56 weeks
" " >56 but <57	54 weeks
" " >57 but <58	52 weeks
" " >58 but <59	50 weeks
" " >59 but <60	49 weeks
Over five years service and over 60	48 weeks

Departure Incentive Program for Employees Hired after to [DATE OF RATIFICATION]	
Age or years of service criteria	DIP Compensation
Under one (1) full year of service	12 weeks pay
More than one (1) year but less than two (2) years	12 weeks pay
More than two (2) years but less than three (3) years	14 weeks pay
“ three (3) “ four (4)	16 weeks pay
“ four (4) “ five (5)	18 weeks pay
“ five (5) “ six (6)	20 weeks pay
“ six (6) “ seven (7)	22 weeks pay
“ seven (7) “ eight (8)	24 weeks pay
“ eight (8) “ nine (9)	26 weeks pay
“ nine (9) “ ten (10)	28 weeks pay
“ ten (10) “ eleven (11)	30 weeks pay
“ eleven (11) “ twelve (12)	32 weeks pay
“ twelve (12) “ thirteen (13)	34 weeks pay
“ thirteen (13) “ fourteen (14)	36 weeks pay
“ fourteen (14) “ fifteen (15)	38 weeks pay
“ fifteen (15) “ sixteen (16)	40 weeks pay
“ sixteen (16) “ seventeen (17)	42 weeks pay
“ seventeen (17) “ eighteen (18)	44 weeks pay

“ eighteen (18) “ nineteen (19)	46 weeks pay
“ nineteen (19) “ twenty (20)	48 weeks pay
“ twenty (20) “ twenty-one (21)	50 weeks pay
“ twenty-one (21) “ twenty-two (22)	52 weeks pay
“ twenty-two (22) “ twenty-three (23)	54 weeks pay
“ twenty-three (23) “ twenty-four (24)	56 weeks pay
“ twenty-four (24) “ twenty-five (25)	58 weeks pay
“ twenty-five (25) “ twenty-six (26)	60 weeks pay
“ twenty-six (26) “ twenty-seven (27)	62 weeks pay
“ twenty-seven (27) “ twenty-eight (28)	64 weeks pay
“ twenty-eight (28) “ twenty-nine (29)	66 weeks pay
“ twenty-nine (29) “ thirty (30)	68 weeks pay
“ thirty (30) “ thirty-one (31)	70 weeks pay
Over thirty-one (31) years of service	72 weeks pay

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 retiree,
- 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.

Retired employees who meet certain criteria may be eligible for the NAV CANADA Bargaining Agent Association (NCBAA) Health Care Plan.

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.

Letter of Understanding No. 7 – End of Career Leave Program Trial

During this round of negotiations, the Parties discussed the continued operation 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, ~~2028~~ **2023** under the following conditions:

- 1) Employees who participate in this program must have achieved at least ~~28~~ **15** years of service.
- 2) Compensatory time banked but not used by March 31st may be paid out at the employees request or transferred in whole or in part to be locked into the End of Career Leave Program.
- 3) Once locked in, this bank cannot be paid out, except in the case where the employee has deceased.
- 4) Employees may bank up to the equivalent of 6 calendar months of End of Career Leave.
- 5) Employees must provide at least ~~six (6)~~ **twelve (12)** months’ notice prior to the start of the End of Career Leave Program and irrevocably retire from NAV CANADA at the end of their End of Career Leave.

Note: Notwithstanding the above, should an employee participating in this program experience a significant life changing event which causes the employee to request that such participation be terminated, the Employer shall make every reasonable effort to grant such a request.

Letter of Understanding No. 12 – Staffing Levels

The Union has expressed concerns about staffing levels and the resulting pressure on employees' workload. The parties agree that staffing levels **and contracting out of services that may affect the terms and conditions of work, or the security of employment of members of the bargaining unit** will be a standing item on the agenda for joint consultation at all UMC meetings at local and national levels. **The Employer shall schedule a UMC at the local levels at least once every fiscal year.**

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. 13

Remove and move to main body of the collective agreement.

NEW – Letter of Understanding

Subject: Right to Grieve Decisions of the Employer Re: Article 45 - Employment Security

This letter will confirm our understanding reached during the current round of negotiations that NAV CANADA agrees that PSAC may grieve any decision of NAV CANADA that claims a violation of the terms and conditions of the PSAC Collective Agreement, including any decisions implemented by NAV CANADA at the recommendation of the Labour Adjustment Committee (LAC).

NEW - LETTER OF UNDERSTANDING

Subject: Organizational Changes and Remote Work

The parties agreed that, if, as a result of organizational changes, any employees that are required to change their workplace, the parties agree to engage in meaningful consultation as to whether the duties can be performed remotely. The Union reserves the right to file a grievance regarding the implementation, enforcement, or decisions resulting from this LOU.

This letter of understanding remains in effect for the life of this collective agreement.

NEW LOU – DISPLACEMENT

Subject: Article 45 Employment Security – Displacement

As discussed during negotiations, the Company agrees that Displacement as provided for below shall be one of the options to be considered under Article 45.

Displacement:

Prior to any potential displacement, the LAC shall meet and discuss the alternatives that were explored under Articles 45.02(b) and 45.03 to avoid layoff for a surplus employee in order to ensure that all alternatives were exhausted. Following this review, the LAC shall consider whether displacement is appropriate in the circumstances.

Where the LAC agrees that displacement is appropriate in the circumstances, then a surplus employee with fifteen (15) or more years' seniority who has not been offered an assignment under Article 41.03 (Priority Placement) at the end of the surplus period, and who is facing surplus or lay-off status after exhausting all possible alternatives under Article 45.02(b) and 45.03, may displace an employee with less seniority under the following conditions:

1. The LAC will review positions at the same or lower level in the same location and in the same occupational group as the surplus employee, to determine whether the surplus employee is qualified to perform the normal requirements of those positions. **The LAC will determine the composition of the occupational group.**

The LAC will determine whether the surplus employee is qualified to perform the normal requirements of those positions by taking into consideration:

- a. the qualifications of the surplus employee including the skills and competencies of the surplus employee;
 - b. the basic and essential requirements of the position as set out in the Statement of Qualifications for the position; and
 - c. whether the surplus employee can perform the requirements of the position with no more than **twenty-five (25) working days** of training;
2. The LAC will review the positions identified in paragraph 1. above and identify which positions, if any, are occupied by employees with less seniority than the surplus employee.
 3. When positions are identified by the LAC for possible displacement, the surplus employee will be notified of the positions. The surplus employee may choose to displace a more junior employee. An employee so displaced shall be declared surplus and shall be entitled to the provisions of Article 45.
 4. In the event no positions are identified by the LAC for displacement, or a surplus employee declines to displace a more junior employee, the surplus employee will have the option to choose either layoff with recall rights, or accept a NAV CANADA Departure Incentive Program.
 5. In the event the surplus employee elects to displace a more junior employee, the LAC will determine the specific training programs and supports to be provided to such replacement employee. A training schedule shall be developed that includes timelines and interim milestones. Training must be structured so that competencies can reasonably be achieved by the replacement employee within a maximum of **twenty-five (25) working days**.
 6. At the conclusion of the training period, the LAC shall assess the replacement employee to ensure they are qualified for the replacement position. This assessment may include testing or other evaluation methods deemed appropriate by the LAC. If the training is successful, the replacement employee shall be assigned permanently to the replacement position.
 7. If training objectives are not met on schedule or the replacement employee does not successfully pass the final assessment, the replacement employee will have the option to choose either layoff with recall rights, or accept a NAV CANADA Departure Incentive Program.

8. The surplus employee may only displace once in any displacement situation and such displacement shall not provoke any other displacements.

THE FOLLOWING LETTERS OF UNDERSTANDING WERE AGREED-TO BETWEEN THE PARTIES, BUT WILL NOT BE INCLUDED IN THE COLLECTIVE AGREEMENT:

NEW CANADA PENSION PLAN (CPP) CHANGES

The NAV CANADA Pension Plan employee contributions will be offset by the Canada Pension Plan (CPP) employee contributions determined with the formula in effect at December 31, 2018, delinking NCPP contributions from CPP legislative changes effective January 1, 2019.

NOTE: Move NCPP employee contributions from direct to indirect integration with CPP contributions. Setting contributions at the same level as they would have been without the CPP Expansion.

NCPP Plan Text Changes:

Current wording

Section A3.1(b) of the Plan – Member Required Contributions – Part A

“A Member other than a Member who is an Air Traffic Controller...is required to contribute in each Plan Year during which the Member is participating under Part A...an amount equal to **7.5% of Pensionable Earnings received during the Plan Year, less required contributions to the Canada Pension Plan.**”

Proposed text wording

Effective January 1, 2024, **2026**, rephrase Section A3.1(b) for a **PSAC** member participating under Part A to require contributions of

“...an amount equal to

- (i) **2.8%** of Pensionable Earnings received **up to the Year’s Maximum Pensionable Earnings**; and
- (ii) **7.5%** of Pensionable Earnings received **in excess of the Year’s Maximum Pensionable Earnings.**”

The 2.8% is the percentage which results in NCPP cost neutrality with the CPP expansion

NEW Letter of Understanding – Scheduling Structure Update and Time Zones

During the current round of bargaining, the parties discussed changes to the Scheduling Structure.

The parties agreed that, if, as a result, of the Scheduling Structure Update, and Employees are made to report to a different time zone than they are currently working in, the parties agree to engage in meaningful consultation as to the administration of shift premiums.

This letter shall expire December 31, 2028.

(For clarity, the parties agree that this letter shall be located outside if the collective agreement)

New LETTER OF UNDERSTANDING

Subject: Retroactive Payments for Retirees/Deceased Employees

This letter will confirm our understanding reached during the current round of negotiations that the parties agree that, any employee who retired or deceased between January 1, 2024 and January 7, 2026, shall be entitled to retroactive payments.

Effective January 7, 2026, any employee who provides ninety (90) days' notice of their intention to retire shall be entitled to retroactive payments. The ninety (90) day notice period may be reduced by mutual agreement of NAV CANADA and PSAC.