



File: 2122-984-3

November 30, 2018

TO: ALL PSAC MEMBERS OF PSAC-UCTE NAV CANADA BARGAINING UNIT

RE: **RATIFICATION OF TENTATIVE AGREEMENT**

Solidarity Greetings Sisters and Brothers:

While some of you already know me, others haven't had the opportunity to meet. I am Greg McGillis, recently elected as the PSAC Regional Executive Vice-President (REVP) for the National Capital Region (NCR). I am also appointed by the PSAC National President to oversee the negotiations and ratification of your Collective Agreement as well as acting as the PSAC liaison for your Team during this round.

I have been very fortunate to meet a number of you recently in Ottawa and Montreal during the recent months and I can advise you that along with Brother Dave Clark, your UCTE National President, we both look forward to those opportunities to be able to reach out further and hear from each one of you as we all work to build stronger and more effective communication links and increase participation in your Union, especially at the Local level. Together with your Component National Officers we can help you make your Union Local stronger and ensure that we are able to collectively represent your best interests and reach excellent collective agreements which will provide you with stronger rights, better benefits and solid economic increases!

Today is a very important day in your struggle to achieve a collective agreement that improves your working lives! As you are aware, your Negotiating Team consisting of NAV CANADA employees and Union Representatives Michelle Webster, Sheri Campeau, Michelle Timmerman, Mike McCullough, along with Janson LaBond (PSAC Research Officer), Chris Bussey (UCTE RVP Atlantic), Larry Gagnon (PSAC Negotiator) and supported by Dave Clark, UCTE's National President and myself, have reached a Tentative Agreement with your employer NAV CANADA on Thursday, November 15, 2018 in Ottawa.

For the past year your Team has been meeting with the Employer's negotiating team trying to negotiate the best collective agreement based upon the Local Bargaining Demands which were finalized and prioritized at the PSAC-UCTE NAV CANADA Bargaining Unit Conference last year. Two of the most important demands, which they were guided by, were that the Tentative Agreement first of all have no concessions and secondly that it contain a fair economic increase.

Your Team is very pleased to also inform you that the Tentative Agreement reflects both of those demands as well as numerous other improvements!

While the full details can be found in your Ratification Kits, each improvement will be explained during the Negotiating Team's presentation at your Ratification Meeting.

Some of the important highlights and areas where improvements were negotiated in the Tentative Agreement are as follows:

Monetary Improvements:

- Economic Wage Increases

Effective January 1, 2018 - 4.0% to all rates of pay
Effective January 1, 2019 - 3.0% to all rates of pay
Effective January 1, 2020 - 1.0% to all rates of pay

- Retroactivity: Retroactive payments will be made only to current employees as of the date of ratification of the new collective agreement, and former employees who have retired or died, and all employees in the bargaining unit whose employment ceased as a result of being declared surplus during the retroactive period since January 1, 2018. No retroactive payments will be made to former employees who have resigned or who have been terminated between January 1, 2018 and the ratification of a new collective agreement.

- Other

- Acting Pay: Qualifying period reduced
- Premiums : Evening and Weekend Increased
- Short Travel Notice: New Premium
- Letter re : OSFI Wage Re-opener
- Letter re : Gainsharing

Benefit Improvements:

- Travel: Luggage Reimbursement; Remote Location

Hours of Work Improvements:

- Clause 30.14 Limited
- Rest period Guaranteed
- Wash-up Time
- Breaks on Overtime

Rights and Leave Improvements:

- Union Orientation Leave
- Management Rights
- Canadian Human Rights Complaints
- Worker Compensation Appeal
- Discipline- Progressive; oral; "just" cause"
- Sick Leave and Injury On Duty Leave
- Bereavement Leave
- Vacation Leave Requests
- Maternity and Parental Leave Top-Up and Legislated Changes
- Family Related Responsibilities
- Includes Canada Labour Code Leaves : Compassionate Care; Critical Illness
Leave related to Death or Disappearance of a Child or Children; Military Reservist
- Comprehensive Domestic Violence or Abuse Leave
- Seniority accrual on Leaves
- Probation
- Temporary Employees Definition and Applicable Articles

Other Important Issues:

- Staffing
- Familiarization
- Post-Board Briefing
- Expressions of Interest

Improved and New Letters of Understanding:

- Pension Plan
- DIP
- Group RRSP
- Use of Co-op and Summer Students

- Use of Co-op and Summer Students
- Income Averaging Leave Trail
- Financial and Pre-Retirement Seminars
- End of Career Leave Trial
- Reduced Work Week Trial
- Workday Impacts
- Building Strong PSAC-UCTE -Local and Nav Canada Relationships

Each Party will now conduct a ratification of this Tentative Agreement. If ratified, this will become your renewed Collective Agreement with an expiry date of December 31, 2020 (a 3-year agreement).

We urge you to carefully examine all changes provided in full in this ratification kit and explained at your ratification meeting, and ensure that all your questioned are answered before you cast your vote.

Your negotiating team comprised of: Michelle Webster, Sheri Campeau, Michelle Timmerman, Mike McCullough, Janson LaBond (PSAC Research Officer), Chris Bussey (UCTE RVP Atlantic), and Larry Gagnon (PSAC Negotiator)

unanimously recommends acceptance of this Tentative Agreement.

The PSAC Regional Representative will explain and conduct the vote on the Tentative Agreement and report the confidential results to PSAC Ottawa HQ where the final results will be tabulated and the resulting decision regarding acceptance or rejection of this Tentative Agreement will then be communicated to the members and the employer.

In Solidarity,



Greg McGillis,
Regional Executive Vice-President

- cc. National Board of Directors
 Directors' Team
 Liam McCarthy, Coordinator, Negotiations Section
 Linda Cassidy, Assistant Coordinator, Negotiations Section
 Essential Services & Exclusions
 David-Alexandre Leblanc, Senior Research Officer, Negotiations Section
 Larry Gagnon, Negotiator, Negotiations Section
 Janson LaBond, Research Officer, Negotiations Section
 Negotiations Section
 Tiffani Tyner, A/Legal Officer
 Regional Coordinators
 Micheline Labelle, Supervisor, Membership Administration
 Dale Robinson, Strike Mobilization Project Officer – Please distribute to assigned Regional Reps.
 Jill O'Reilly, Regional Political Communications Officer, NCR
 Michèle Laplante-Brière, National Administrative Assistant

PART 2: CHANGES TO THE COLLECTIVE AGREEMENT

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (s) A "temporary employee" is an employee hired for a **defined period of less than three (3) years and specific term**. ~~Temporary employees hired for a term exceeding four (4) consecutive months~~ shall be governed by the provisions of the **Collective Agreement except as specified in Appendix B.**

ARTICLE 6

MANAGEMENT RIGHTS

6.03 In exercising its management rights NAV CANADA will act **reasonably, fairly and** in a manner that is non-arbitrary, non-discriminatory nor in bad faith.

ARTICLE 10

INFORMATION

- 10.02 NAV CANADA agrees to 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.
- 10.03 NAV CANADA shall make available to employees, the PSAC and the ~~component unit~~ **UCTE** Corporate Administrative Policies and Procedures which have a direct bearing on employees' working conditions.
- 10.04 Within the first week of employment, NAV CANADA will provide an opportunity for a new employee(s) to be introduced to the President of their Local, or the Union representative designated by the President for this activity. Where there is no on-site Union representative, NAV CANADA will provide both the Union representative and the new employee(s) with their respective names and telephone numbers. **The new employee(s) and the Local President, or designate, shall be provided with one (1) hour without loss of pay to meet and discuss the purpose and role of the Union and Collective Agreement.**

ARTICLE 13

LEAVE WITH OR WITHOUT PAY FOR PSAC BUSINESS

Witness General

- 13.11 An employee who is requested by NAV CANADA to appear as a witness before an arbitrator, arbitration board, or the Canada Industrial Relations Board, or any of its constituent bodies, **the Canadian Human Rights Commission, or an appeal of a worker's compensation decision** will be granted leave with pay to attend the hearing and appear as a witness if called.

13.13 Canadian Human Rights Commission

NAV CANADA will grant leave without pay to an employee who acts on behalf of the PSAC making a complaint.

13.1314 An employee granted leave under clause 13.02(c), 13.04, 13.06, 13.09, 13.10, and 13.12 and 13.13 shall continue to receive his/her regular salary for period of leave granted, subject to the PSAC reimbursing NAV CANADA for all associated costs.

ARTICLE 16

GRIEVANCE AND ARBITRATION PROCEDURE

16.04 **Dispute Resolution**

Complaint Stage

- (a) Before presenting a grievance through their authorized PSAC-UCTE **Local Representative, or designate**, the employee shall meet with his or her authorized Management Representative to discuss and attempt to resolve the complaint. While in discussions, the time limits for submission of the grievance shall be extended by the equivalent number of days.
- (b) The employee is entitled to have an authorized PSAC-UCTE **Local Representative, or designate**, accompany the employee during such meeting.

Step 1

- (a) Failing a mutually agreed upon resolution of the issue being reached at the complaint stage, the **UCTE Regional Vice-President (RVP), or designate** ~~authorized PSAC 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 management designate shall discuss and attempt to resolve the grievance with the **UCTE Regional Vice-President (RVP), or designate**, ~~authorized PSAC Representative~~, render a written response to the grievance and provide a copy to the employee concerned and to the **UCTE Regional Vice-President (RVP), or designate**, ~~authorized PSAC 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~~ **UCTE National Vice President (NVP), PSAC Representative or designate**, 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 PSAC Representative~~, **UCTE National Vice President (NVP), or designate**, render a written response to the grievance and provide a copy to the employee concerned and the ~~authorized~~ **UCTE National Vice President (NVP), PSAC Representative or designate**, 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, or the authorized designate, or the authorized PSAC Coordinator, Grievance and Arbitration Section, Collective Bargaining Branch, with a copy sent to the UCTE National Vice-President (NVP) Representative, by registered mail of its intention to refer the dispute to Arbitration.

ARTICLE 21

DISCIPLINE

21.01

- a) **The value of progressive discipline with the aim of being corrective in application is recognized by both parties.** Discipline may be imposed where just cause exists and will be levied in a timely fashion.
- b) **Oral counselling and oral reprimands are not considered formal discipline.**

ARTICLE 25

VACATIONS

25.02 The vacation year extends from April 1 to March 31.

25.06 In scheduling vacation leave with pay to an employee NAV CANADA shall, subject to the operational requirements, make every reasonable effort:

- (a) to grant the employee his or her vacation leave during the vacation year in which it is earned, if so requested by the employee not later than April 1;
- (b) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of NAV CANADA or the other employees, according to the wishes of the employee;
- (c) to ensure an employee's request for leave is not unreasonably denied.

25.08 When two (2) or more employees in a unit request the same period of vacation and operational requirements prevent all requests from being allowed, the employee who is most senior in accordance with Article 4042 will be granted the leave.

ARTICLE 26

SICK LEAVE WITH PAY

26.04 An employee shall not be granted sick leave with pay during any period in which he or she the employee is on leave of absence without pay, or under suspension except on compassionate grounds and solely at the discretion of the manager.

- 26.05 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay. **all sick leave will be converted to injury-on-duty leave for the same period.**

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 and** relative(s) permanently residing in the employee's household or with whom the employee permanently resides.

28.04 Maternity Leave Without Pay

- (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 ~~two (2)~~ **one (1)** weeks before receiving employment insurance or Q.P.I.P. maternity benefits, an allowance of **one hundred percent (100%)**~~ninety-three percent (93%)~~ of her weekly rate of pay for each ~~week~~ of the ~~two-week~~ waiting period less any other monies earned during this period; and/or
 - (ii) up to a maximum of ~~fifteen (15)~~ **sixteen (16)** weeks, payment equivalent to the difference between the EI benefits or Q.P.I.P. the employee is eligible to receive and ~~ninety-three (93%)~~ **one hundred percent (100%)** of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI or Q.P.I.P. benefits to which the employee would have been eligible if no extra monies had been earned during this period.

28.05 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born 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 ~~thirty-seven (37)~~ **sixty three (63)** consecutive weeks in the ~~fifty-two (52)~~ **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 ~~thirty-seven (37)~~ **sixty three (63)** consecutive weeks in the ~~fifty-two (52)~~ **seventy eight (78)** week period beginning, on the day on which the child comes into the employee's care.

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.

NEW

28.16 Other Non-Discretionary Leaves Without Pay Under the Canada Labour Code

The following leaves without pay are non-discretionary and shall be granted:

(a) Compassionate Care Leave*

Every employee is entitled to and shall be granted a leave of absence without pay of up to twenty-eight (28) weeks to provide for the care and, or, support of a family member of the employee if a medical doctor or nurse practitioner issues a certificate indicating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:

- (i) the day the certificate is issued; or
- (ii) if the leave was commenced before the certificate was issued, the day the leave was commenced.

This leave of absence ends on the last day of the week in which either of the following occurs:

- (i) the family member dies, or
- (ii) fifty-two (52) weeks following the date the certificate was issued

The aggregate amount of leave that may be taken by two or more employees in respect of the care and, or, support of the same family member, shall not exceed twenty-eight (28) weeks within the fifty-two (52) week period.

In addition to the critical illness family members described below, you may also receive compassionate care benefits to care for a gravely ill person who considers you a family member, such as a close friend or neighbour.

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

(b) Critical Illness Leave *

Every employee who has completed six consecutive months of continuous employment with an employer, who is a family member of a critically ill child or adult, shall be granted up to 37 weeks of leave without pay to provide care or support to the child and up to 17 weeks of leave without pay to provide care and, or support to an adult, if a medical doctor or nurse practitioner has issued a certificate that:

1. states that the child or adult is critically ill and requires the care and, or, support of one or more of their family members; and
2. sets out the period during which the child or adult requires that care or support.

If two or more children of an employee are critically ill, the employee is eligible for separate leaves of 37 weeks with respect to each affected child.

The period of leave begins on the first day of the week in which either of the following falls:

1. the day on which the first certificate is issued in respect of the child or adult, as the case may be, or
2. if the leave begins before the day on which the certificate is issued, the day from which the medical doctor or nurse practitioner certifies that the child or adult, as the case may be, is critically ill

The leave of absence would end on the last day of the week in which either of the following occurs:

- (i) the child or adult, as the case may be, dies, or
- (ii) fifty-two (52) weeks following the first day the certificate was issued.

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

Family Member for Compassionate Care and Critical Illness are defined in the Employment Insurance Act as follows:

Your family members	Family Member of your spouse or Common-law partner
Children	Children
Wife, husband, common-law partner	Father, mother (married or common law)
Father, mother	Father's wife, mother's husband
Father's wife, mother's husband	Common-law partner of the father or the mother of your spouse or common-law partner
Common-law partner of the father or the mother	Brothers, sisters, stepbrothers, stepsisters
Brothers, sisters, stepbrothers, stepsisters	Grandparents
Grandparents, step-grandparents	Grandchildren
Grandchildren, their spouses or common-law partners	Sons-in-law, daughters-in-law (married or common law)
Sons-in-law, daughters-in-law (married or common law)	uncles, aunts
Father-in-law, mother-in-law (married or common law)	nephews, nieces
Brothers-in-law, sisters-in-law (married or common law)	current or former foster parents
uncles, aunts, their spouses or common-law partners	current or former wards
Nephews, nieces, their spouses or common-law partners	
Current or former foster parents	
Current or former foster children, their spouses or common-law partners	
Current or former wards	
Current or former guardians, their spouses or common-law partners	

Note: A common-law partner is a person who has been living in a conjugal relationship with another person for at least a year.

(c) Leave Related to Death or Disappearance of a Child or Children

Every employee who has complete six months of continuous employment and whose child is under 18 years of age and has disappeared or died as a result of a probable crime, shall be granted up to fifty-two (52) weeks of leave without pay in the case of a missing child, and up to one hundred and four (104) weeks of leave without pay if the child has died. An employee is not entitled to the leave of absence if the employee is charged with the crime or it is probable, considering the circumstances, that the child was a party to the crime. If two or more children of an employee disappear or are murdered as a result of the same event, the employee is eligible for only one leave of fifty-two (52) or one hundred and four (104) weeks respectively. However, if two or more children of an employee disappear or are murdered as a result of different events, the employee will be eligible for separate leaves with respect to each affected child.

The leave of absence would begin on the day on which the death or disappearance occurs and would end, in the case of death one hundred and four (104) weeks after the day on which the death occurs, and in the case of a disappearance fifty-two (52) weeks after the day on which the disappearance occurs or 14 days after the day on which the child is found, if the child is found during the fifty-two (52) week period.

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

(d) Reservist Leave

An employee shall be granted a leave of absence without pay 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 granted under this clause shall be counted for the calculation of 'continuous employment' for the purpose of calculating severance pay and 'service' for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

NOTE: Certain unpaid leaves of absence such as sick leave without pay, parental leave, compassionate care leave, leave related to critical illness of a child and leave related to death or disappearance of a child may meet the eligibility requirements for employment insurance benefits under the Employment Insurance Act. For additional information, employees should visit the Service Canada website.

NEW - ARTICLE 28.17

DOMESTIC VIOLENCE LEAVE

- 28.17** The Employer recognizes that employees may face situations of violence or abuse, which may be physical, emotional, or psychological in their personal life that could affect their attendance and performance at work.
- a)** Employees experiencing domestic violence, and who have been employed for at least three (3) months, will be able to access up to thirty-seven and one half (37.5) hours of paid leave and up to five (5) days of unpaid leave, which the employee may choose to take intermittently or in one continuous period. This leave will be available once per leave year. This leave may be taken as consecutive or single days or as a fraction of a day. 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.
 - b)** An Employee may take Domestic Violence Leave for one or more of the following purposes:
 - i)** to seek medical attention for the Employee or the Employee's children in respect of a physical, emotional or psychological injury or disability caused by the domestic violence;
 - ii)** to obtain services from a victim services organization;
 - iii)** to obtain psychological or other professional counselling;
 - iv)** to relocate temporarily or permanently;
 - v)** to seek legal or law enforcement assistance, including preparing for or participation in any civil or criminal legal proceeding related to or resulting from the domestic violence;
 - c)** The Employer may, in writing and no later than 15 days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation if it is reasonably practicable for the employee to obtain and provide it.
 - d)** The Employer shall:
 - i)** ensure confidentiality and privacy in respect of all matters that come to the Employer's knowledge in relation to a leave taken by an Employee under the provisions of the "Domestic Violence Leave" in this Collective Agreement; and
 - ii)** identify a contact in Human Resources who will be trained in domestic violence and privacy issues. The Employer will advertise the name of the designated violence contact to all employees.
 - iii)** not disclose information in relation to any person except
 - (1)** to an employee as identified in d) ii) or agents who require the information to carry out their duties;
 - (2)** as required by law; or
 - (3)** with the consent of the Employee to whom the leave relates.
 - iv)** take action to reduce or eliminate the risk of domestic workplace violence incidents;
 - v)** promote a safe and supportive work environment;
 - vi)** ensure employees receive required training including both awareness and confidentiality aspects; and
 - vii)** follow the confidential reporting procedures.
 - e)** No information shall be kept on an employee's personnel file without their express written agreement.

- f) The employer agrees that no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.

**NEW - LETTER OF UNDERSTANDING
DOMESTIC VIOLENCE**

Further to Clause 28.17, once the Federal Legislation dealing with Domestic (Family) Violence comes into force and the Regulations have been finalized, the Parties shall meet forthwith to ensure compliance and to establish the role of Union Advocates available to employees who are victims of such violence.

**ARTICLE 29
PAY ADMINISTRATION**

- 29.04 When an employee is required by NAV CANADA to substantially perform the duties of a higher classification level and performs those duties for a period of ~~four (4)~~ **three (3)** consecutive days or shifts, the employee will be paid at the higher rate for the period he or she is substantially performing the duties of the higher paid classification.

**ARTICLE 30
HOURS OF WORK**

- 30.14 Nothing in this Article shall be construed as guaranteeing the employee minimum or maximum hours of work. **This clause shall not be utilized to reduce an employee's hours of work.**

~~(DELETED LETTER OF UNDERSTANDING NO. 6
AND MOVED NEW LANGUAGE TO 30.18)~~

NEW

Article 30.18

Subject: Hours of Work Averaging for Construction and Facility Services and the Flight Operations group

Notwithstanding the hours provided for in Article 30.10 of the Collective Agreement, the PSAC and NAV CANADA agree that the period for the purpose of calculating the average maximum hours of work pursuant to the Canada Labour Code for employees in the **Construction and Facility Services group and the and the Flight Operations group** and shall be twelve months.

This averaging period shall start on April 1st of each year.

Below is a list of positions in each group as of May 2018 (Subject to Error and Omission)

Construction and Facility Services:

**Construction and Facilities Specialist
Construction Projects Specialist
Electrical Maintenance Specialist
Electrical Projects Specialist
Electrical Specialist, Life Cycle
Facilities Maintenance Specialist
Facilities Planning Specialist
Mechanical Specialist, Life Cycle
Project Management Support Coordinator
Team Supervisor Electrical Maintenance
Team Supervisor Facilities Maintenance**

Flight Operations:

**Aircraft Maintenance Coordinator
Aircraft Maintenance Engineer
Aircraft Maintenance Quality Assurance Specialist
Aircraft Technical Records Assistant
Chief Commercial Operations
Chief Dispatcher
Flight Operations Dispatcher**

***NEW* Article 30.19 (Deleted LOU #7 and moved new language to 30.19)**

Employees in Construction and Facilities Services may request to complete their normal hours within an eleven (11) hour period between the hours of 7:00 A.M. and 6:00 P.M., unless otherwise agreed in consultation between the PSAC and NAV CANADA. In order to accommodate rest schedules according to individual needs, employees may request hours of work which are not contiguous. It is also understood that employees will not be paid overtime until they have worked seven and one-half (7 ½) hours within the eleven (11) hour period between the hours of 7:00 A.M. and 6:00 P.M. While working on these planned activities, employees may request telework for their scheduled hours of work, and such requests will not be unreasonably denied.

Below is a list of positions in each group as of May 2018 (Subject to Error and Omission)

Construction and Facility Services:

**Construction and Facilities Specialist
Construction Projects Specialist
Electrical Maintenance Specialist
Electrical Projects Specialist
Electrical Specialist, Life Cycle
Facilities Maintenance Specialist
Facilities Planning Specialist
Mechanical Specialist, Life Cycle
Project Management Support Coordinator
Team Supervisor Electrical Maintenance
Team Supervisor Facilities Maintenance**

Flight Operations:

**Aircraft Maintenance Coordinator
Aircraft Maintenance Engineer
Aircraft Maintenance Quality Assurance Specialist
Aircraft Technical Records Assistant
Chief Commercial Operations
Chief Dispatcher
Flight Operations Dispatcher**

ARTICLE 32

OVERTIME

NEW

32.06 When an employee works overtime between midnight and their next scheduled work day, he/she shall be entitled to eight (8) hours of rest before reporting for duty. If in the application of this clause, an employee works less than his/her regularly scheduled shift he/she shall, nevertheless, receive his/her regular daily rate of pay and shall be considered to have worked the employee's regular scheduled shift for the purposes of the application of overtime.

ARTICLE 34

WASH-UP TIME

34.01 Where, due to the nature of the work, there is a clear-cut need, wash-up time to a maximum of ten (10) minutes will be permitted both before the end of the working day and prior to the meal break. ~~for employees in the General Labour and Trades, General Services, and Engineering and Scientific Support Bargaining Units.~~

ARTICLE 35

TRAVEL

NEW

35.08 Luggage

The parties have agreed to supply luggage to employees who are required to travel extensively on NAV CANADA business.

In order to implement the terms of this agreement, "extensive travel" shall be deemed to be travel of 25 or more overnights in a year.

Employees falling in this category are authorized to submit a business claim for luggage (and replacement luggage as deemed necessary by the employee's manager, due to excessive wear, theft or damage) up to a maximum of \$150.00.

NEW

35.09 Working Conditions in Isolated or Remote Locations

- a) In so far as is feasible, having regard to building and space limitations, the Company will where alternate facilities are not available, provide proper accommodation for employees to have and/or to prepare their meals and where there is a requirement, to provide space to keep their clothes, tools and manuals.
- b) The Company will ensure that a supply of water and a utensil capable of heating liquids (hot-cup) are made available to Technologists working at normal work sites where such facilities are not now available.
- c) It is recognized that at some isolated and remote work sites a variety of conditions can make egress so difficult that an employee cannot leave the site at the completion of his/her assigned work. Such sites frequently are stocked with emergency food supplies and provision may be made for the employee to sleep overnight. Typical of such sites are certain mountain-top VOR sites, some Radar sites and remote sites in arctic regions.
- d) When, as a result of conditions beyond the employee's control, the employee must remain at such a site, he/she will be given equivalent time off for the period he/she is required to remain at the site in an unproductive state beyond his/her normal hours of work. When work assignments are authorized normal overtime conditions will prevail during this period. Examples of sites that are recognized as meeting these requirements are: Whitehorse VOR, Enderby VOR, Landsdowne and Attawapiskat.
- e) Every reasonable effort will be made to grant equivalent time off at a mutually acceptable time but if at the end of a vacation year any time off still remains due to the employee, it shall be liquidated by the Company by payment at the employee's straight-time hourly rate.

NEW

35.10 Short Notice Travel – Construction and Facilities Service

Employees who are required to travel with less than forty-eight (48) hours notice and where such travel involves one or more overnight stays, will be granted a day of special compensatory leave. Every reasonable effort will be made to allow the employee to take such time off by the end of the leave year (March 31) of each year. If by March 31st, such special compensatory time has not been taken as leave, it shall be carried forward into the next year.

SENIORITY

ARTICLE 40

- 40.05 An employee shall continue to accumulate seniority during any absence due to industrial or non-industrial accident or illness, lay off until the Right of Recall expires, paid Leaves of Absence provided for under the present Collective Agreement, Maternity and Parental Leave, **Compassionate Care Leave, Critical Illness Leave, Leave Related to Death or Disappearance of a Child or Children, and Leave for an elected Union Official in accordance with Article 13.12.** Any other unpaid authorized Leave of Absence ~~Employees on unpaid authorized Leaves of Absence, other than leave for an elected Union Official in accordance with Article 13.12,~~ shall only continue to accumulate seniority for a maximum period of twelve (12) months.

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

- (a) is **dismissed discharged** for **just cause** and is not reinstated by **agreement of the Parties or by virtue of an award by an arbitrator;**
- (b) retires;
- (c) voluntarily resigns;
- (d) is laid off for a period of eighteen (18) months;
- (e) fails, without valid reason, to return to work from an authorized leave of absence for a period of five (5) consecutive working shifts following the expiry of such leave.

ARTICLE 41

STAFFING

41.07 Contents of Posting

The poster shall include the following information:

- (a) position title, classification level and location;
- (b) area of selection;
- (c) salary range;
- (d) summary duties of the position; **and a notation that the statement of duties is available on request,**
- (e) particular working conditions including shift work, need to travel;
- (f) essential qualifications including security clearances and language requirements;
- (g) closing date;
- (h) name, address, e-mail address and phone number of the NAV CANADA representative designated to receive the application;
- (i) the establishment of an eligibility list if such is the case; **and,**
- (j) **the Statement of Qualifications.**

41.11 Selection Process

- (a) Employees who do not meet the basic requirements for the position(s) being staffed, as outlined on the Statement of Qualifications, shall be screened out and shall be so advised.
- (b) An employee appraisal shall not be used as part of the staffing process

- (c) The remaining applicants will be assessed against the Statement of Qualifications by a variety of means, such as testing, interviewing, and/or other reasonable measures. Interviews may be conducted in person, via teleconferencing or other suitable methods.
- (d) The qualified candidate who best meets the requirements of the position shall be selected. When two (2) or more qualified candidates are relatively equal, the most senior will be selected.

41.15 Familiarization Period

- (a) Upon assignment the employee shall be granted a familiarization period of a maximum of ~~thirty (30)~~**forty-five (45)** days actually worked during which period the employee may return, or be returned by NAV CANADA to ~~their his or her~~ former position.
- (b) During the ~~thirty (30)~~**forty-five (45)** day familiarization period, if the position requires relocation under the NAV CANADA Travel Program and Relocation Program, the employee shall be on travel status as provided for in the Program. No relocation expenses shall be paid during this period unless mutually agreed otherwise. In this latter case, the return rights shall be extinguished.

41.16 Post Board Debriefing

- (a) Any employee who participated in the selection process is entitled, upon request, to a post-board debriefing. If the employee wishes to have a **PSAC-UCTE** ~~his or her~~ Union representative in attendance, this will be accommodated. At the post board meeting, NAV CANADA shall fully disclose information related to the evaluation of the employee's candidacy.
- (b) **At the request of a PSAC-UCTE union representative, NAV CANADA agrees to meet with the appropriate Regional Vice-President-UCTE, no later than 15 days after the competition results have been communicated* to the employee(s), unless otherwise agreed, where a representative of Human Resources will provide all pertinent information relating to the successful candidate's candidacy.**

*** This communication will be sent to the employee's work email, or, if requested in writing, to the employee's personal email.**

41.17 Positions Not Subject To Staffing Procedures

- (a) NAV CANADA may, at its discretion, assign employees to fill temporary vacancies normally of less than twelve (12) months' duration. 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. The parties may meet at the local level, to develop procedures for filling these vacancies.
- (b) Positions referred to in clause 41.17 and temporary positions required for special projects and urgent temporary needs may be filled at NAV CANADA's discretion by regular or temporary employees.
- (c) Prior to filling a temporary vacancy with a temporary ~~or term~~ employee, NAV CANADA will notify the Local President of the position or project the temporary ~~or term~~ employee is being placed into and the anticipated length of the appointment.

NAV CANADA may use the Expression of Interest as described in Article 41.18 to fill temporary vacancies.

41.18 Expression of Interest

- a) Temporary positions that may be staffed pursuant to articles 41.17 may be communicated and offered as an Expression of Interest. In this event, NAV CANADA will notify employees of the temporary position or temporary vacancy, and a copy will be sent to the President of the Local.

The **interested** employee will indicate ~~his/her~~**their** expression of interest to the ~~Human Resources~~ contact person indicated on the posting and shall accompany a detailed resume or skills inventory. ~~Human Resources and/or~~ The manager shall consider employees' expressions of interest that correspond to the requirements of the position to be filled.

- (b) Employees may also initiate an expression of their interest to unsolicited positions by informing the manager of the position or organizational area that they are interested in a development opportunity. Development opportunities may include short term assignments, job shadowing, acting assignments and operational training opportunities.**

41.20 Leave of Absence

- (a) An employee on an authorized leave of absence for less than twelve (12) months for whatever reason **and an employee on a leave of absence with job protection under Part III of the Canada Labour Code of more than twelve (12) months**, shall upon ~~their his or her~~ return to work be assigned to ~~their his or her~~ former position. In the event that reduction of the work force has occurred involving the employee's position during the leave of absence, the returning employee shall be subject to the provisions of Article 45, Employment Security.
- (b) If an employee has been absent for two (2) or more consecutive leaves and is returning to work, the present clause shall apply only if the total accumulation of periods of leaves of absence is less than twelve (12) months, **except those employees on a leave of absence with job protection under Part III of the Canada Labour Code.**
- (c) An employee on an authorized leave of absence for more than twelve (12) months for whatever reason, except those with job protection under Part III of the Canada Labour Code, upon the expiry of the leave(s), shall be placed on priority in accordance with 41.03 (c).

41.22 Probationary Period

- (a) New employees will be on probation for twelve (12) months from their date of hire. Each employee shall have only one (1) probationary period.
- (b) Notwithstanding (a) above, an employee hired on the basis that he or she the employee will acquire a second official language during employment will be deemed to be on probation until such time as the employee has successfully met the condition. In this case the probationary period may be extended by NAV CANADA by a period equivalent to the accumulated regular work time taken by the employee in language training.
- (c) Absences from work for whatever reason exceeding thirty (30) days shall not be counted for the purposes of the probationary period.
- (d) The release of a probationary employee may be carried out by NAV CANADA at any time during the probationary period. NAV CANADA's discretion must be exercised **reasonably**, in good faith, without discrimination and in a non-arbitrary fashion.

41.23 Change in Employment Status – Temporary Employees

Employees hired on a temporary basis will become a regular employee after three (3) years of continuous service. **NAV CANADA will provide a quarterly report on the specific use of temporary employees in each location to the respective Local and the UCTE national office. Upon request by either party, UCTE and NAV CANADA will consult on the use of temporary employees.**

LETTER OF UNDERSTANDING NO. 1

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. ~~as outlined in LOU 8.~~ **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. 3

Subject: NAV CANADA Departure Incentive Program

The Departure Incentive Program ~~discussed on June 10, 1998~~ is incorporated as an attachment to this letter, and describes in general terms the program that will be in effect.

This Letter of Understanding and the attachment will **remain in effect for the life of the Collective Agreement** ~~will expire on December 13, 2017.~~

However, if ~~by June 30, 2014~~ the present Collective Agreement has expired and is not replaced and the conditions of work are then maintained under the Canada Labour Code, surplus employees during this period shall, ~~notwithstanding the December 13, 2017, expiry date of this Letter of Understanding,~~ remain eligible under the conditions described for in the Collective Agreement, for the above-mentioned Departure Incentive Program.

**THE NAV CANADA DEPARTURE INCENTIVE PROGRAM
APPLICABLE TO PSAC MEMBERS**

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.

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
“ “ >52 but <53	62 weeks
“ “ >53 but <54	61 weeks
“ “ >54 but <55	58 weeks

Age or years of service criteria	DIP Compensation
" " >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

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** employee rates, i.e., twice annual salary at a cost of \$0.05 per \$250 of coverage per month reducing between ages 61 and 70 to a minimum of \$5,000.~~
- ~~participation in the NAV CANADA 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

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. 8

Re: Group RRSP

~~The parties shall meet during the life of this agreement to discuss establishing a Registered Retirement Savings Plan (RRSP) program that would allow employees in Pension Plan B to direct their contributions, to the maximum allowable, to this program.~~

NEW - LETTER OF UNDERSTANDING

Subject: NAV CANADA Co-op and Summer Student Programs

During this round of collective bargaining, the Union tabled proposals to address concerns related to the Company's student programs.

In order to alleviate the Union's concerns during the life of this Collective Agreement, the Company commits to the Union that its student programs will not adversely affect the status of employment and working conditions of employees in the bargaining unit. Adverse impacts could include but are not limited to, reducing the hours of work, impeding an employee's ability to work overtime or take leave. A student will not be given priority over an employee for bargaining unit positions.

NAV CANADA's use of students is to support youth enrolled in academic programs by offering work experience that may help in making career choices or providing meaningful context to post-secondary studies.

NAV CANADA hires two types of students: Co-op students and summer students.

Co-op students are students hired by NAV CANADA to perform work related to their area of study. Examples of this could include, but are not limited to, Finance and Accounting, Communications, or Human Resources.

Summer students are students hired by NAV CANADA during the period May 1st to the last Friday before Labour Day to perform summer work. This work can fall within any of the Company's various functional groups. It is required that summer students provide proof they are enrolled to return to college/university in the following semester.

The respective Local and RVP UCTE will be advised of the proposed hiring of and use of students who are hired to work alongside PSAC members.

NEW - LETTER OF UNDERSTANDING

RE: AIRCRAFT MAINTENANCE

Due to the nature of their work and flight inspection schedules across Canada, the averaging period for aircraft maintenance personnel will not fit within the traditional operating employee work week averaging of up to 63 days. Therefore, notwithstanding the hours provided for in Article 30.01 of the Collective Agreement, the Parties agree that the period for the averaging hours of work for these employees be established on a rotating schedule based on an average of 37.5 hours per week over 84 days.

NEW - LETTER OF UNDERSTANDING

Re: Leave With Income Averaging

This letter will confirm our understanding reached during the current round of negotiations that NAV CANADA agrees to implement, in consultation with the union, a Leave With Income Averaging (LWIA) program subject to the compliance of all laws administered by the Canada Revenue Agency (CRA).

Leave With Income Averaging is a special working arrangement whereby an eligible employee can request to take leave without pay for a period of no less than six (6) weeks and a maximum of (3) three months within a specified calendar year and have his or her salary reduced over the twelve-month period.

The development of such a program will commence once the replacement ERP system is fully implemented and no later than December 31, 2019, based upon the following guidelines:

1. Only regular on-going employees are eligible to apply for income averaging.
2. Income averaging will be granted only once in the career of an eligible employee.
3. NAV CANADA may grant additional access to LWIA where there is mutual agreement to do so.
4. The leave without pay must be taken in one period within the 12-month period of any calendar year.
5. Approval of the period of leave requested will be based upon operational requirements.
6. Once an employee's application for income averaging has been approved, any changes to the arrangement, including its cancellation, are to be made only in rare and unforeseen circumstances.

Further, the parties will form joint committee to research the implications of such a program on employee entitlements and to consider the specific terms and conditions of the program including such items as:

- Taxation
- Benefits
- Employment status while on LWIA
- Application process and terms of approval
- Pension
- Overtime
- Allowances
- Disability (sick leave)
- Employment insurance

- CPP
- Union dues
- Other payroll deductions
- Designated paid holidays
- Other items that either party deems appropriate.

NEW - LETTER OF UNDERSTANDING

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

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

NEW – LETTER OF UNDERSTANDING

SCOPE OF THE BARGAINING UNIT

NAV CANADA, UCTE and the PSAC will meet within ninety (90) days of the signing of this Collective Agreement, unless otherwise agreed, to discuss issues and seek potential solutions related to the Scope of the Bargaining Unit.

NEW – LETTER OF UNDERSTANDING

END OF CAREER LEAVE PROGRAM TRIAL

During this round of negotiations, the Parties discussed the creation of a pre-retirement leave program for employees to transition into retirement. The Parties have agreed to trial this concept until December 31, 2020 under the following conditions:

- 1) Employees who participate in this program must have achieved at least 28 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) 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.

NEW - LETTER OF UNDERSTANDING GAIN SHARING

The Parties agree to discuss and explore the possibility of a gain sharing model. Any implementation or implementation date would be subject to mutual agreement of the Parties.

The goal of the gainsharing 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 gain sharing 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 REDUCED WORK WEEK TRIAL

During the current round of bargaining, the parties agreed to introduce the concept of a reduced work week as a flexible work arrangement option.

Approval of a reduced work week arrangement shall be considered on a case by case basis and in consideration of the nature of the work performed by the employee. It is agreed that due to the nature of the work performed by some of the employees covered by this bargaining unit, a reduced work week arrangement may not be possible. Therefore, on a trial basis, upon request of an employee and with the concurrence of NAV CANADA, an employee may request to work a reduced work week.

The normal daily hours of work shall be seven and one half (7½) hours over a four (4) day period, exclusive of a meal period, for non-operational employees. For operating employees, shift lengths shall be based on a thirty (30) hour work week.

Terms and conditions applicable to employees under a reduced work week shall be determined by NAV CANADA and the union on a case by case basis.

A request for a reduced work week shall not be unreasonably denied.

Reduced work weeks will be reviewed on a regular basis. If existing reduced work week arrangements become inappropriate due to changes in the work environment, individual performance or attendance issues, the work itself or if the cumulative impact of such arrangements is negatively impacting

stakeholders, the reduced work week will be cancelled and the employee will revert to full time subject to thirty (30) working days written notice.

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

APPENDIX B

ARTICLES NOT APPLICABLE TO TEMPORARY EMPLOYEES

ARTICLE 18	PERFORMANCE REVIEW <u>(if hired for a period of less than twelve (12) months)</u>
ARTICLE 27	CAREER DEVELOPMENT LEAVE WITH PAY
ARTICLE 28.06	CARE AND NURTURING LEAVE
ARTICLE 28.08	LEAVE WITHOUT PAY FOR FAMILY RELATED NEEDS
ARTICLE 28.14	LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE
ARTICLE 31	TELEWORK
ARTICLE 40	SENIORITY
ARTICLE 41	STAFFING
ARTICLE 45	EMPLOYMENT SECURITY
LOU NO. 1	PENSION PLAN – <u>(if hired for a period of less than six (6) Months)</u>
LOU NO. 3	NAV CANADA DEPARTURE INCENTIVE PROGRAM
LOU NO. 5	SELF-FUNDED LEAVE

November 14, 2018

**Mr. Larry Gagnon
Chief Negotiator
Public Service Alliance of Canada
2725 Queensview Drive – Suite 400287 Lacewood Drive, Suite 301
Halifax, NS B3M 3Y7**

Dear Mr. Gagnon,

This letter serves to confirm our discussions around Article 32.02 of the Collective Agreement in the current round of collective bargaining.

Article 32.02 (Overtime Compensation) specifies overtime will be compensated for each fifteen (15) minute period worked.

During this round of collective bargaining, the Union expressed concern that some employees were being asked to work overtime and being denied compensation for such overtime for not working a full fifteen (15) minute period as is specified in the collective agreement.

It is not NAV CANADA's intention that this provision be used for the sole purpose of avoiding an employee's entitlement to overtime pay. In the event of a conflict arising from the application of this article, the parties agree that the issue should be raised to the local union representative and Human Resources Business Partner (HRBP) to resolve.

Sincerely,

**Patricia Beck
Director, Labour Relations – Negotiations**

November 15, 2018

**Mr. Larry Gagnon
Chief Negotiator
Public Service Alliance of Canada
2725 Queensview Drive – Suite 400287 Lacewood Drive, Suite 301
Halifax, NS B3M 3Y7**

Re: Work Life Balance - Overtime Usage Study

Dear Mr. Gagnon:

During this round of negotiations, the parties discussed the use of overtime by employees in the bargaining unit. We agreed that a joint committee will be set up within 90 days of ratification to discuss overtime usage by members, with a view to understanding:

- the impact on Schedules**
- the number of times employees work up to the CLC hours**
- the impact of overtime on work-life balance**

Committee members will make recommendations to the negotiators for the next round of Collective Bargaining, which may include amendments to overtime rates.

I look forward to these discussions.

Sincerely,

**Elizabeth Cameron
Vice President Labour Relations**

cc: Pat Beck, Director Labour Relations NAV CANADA

November 15, 2018

**Mr. Larry Gagnon
Chief Negotiator
Public Service Alliance of Canada
2725 Queensview Drive – Suite 400287 Lacewood Drive, Suite 301
Halifax, NS B3M 3Y7**

Subject: Joint Union Management Relief Fund

Dear Larry,

Effective January 1st each year for the duration of the present collective agreement from January 1, 2018 to December 31, 2020, NAV CANADA will provide \$7,000.00 to the Public Service Alliance of Canada for the purposes of entering into a Joint Union Management Relief Fund with the PSAC.

Sincerely,

**Patricia Beck
Director, Labour Relations - Negotiations**

PART 3: LETTERS OUTSIDE OF THE COLLECTIVE AGREEMENT as follows:

November 15, 2018

**Mr. Larry Gagnon
Chief Negotiator
Public Service Alliance of Canada
2725 Queensview Drive – Suite 400287 Lacewood Drive, Suite 301
Halifax, NS B3M 3Y7**

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Sincerely,

**Patricia Beck
Director, Labour Relations - Negotiations**

November 15, 2018

**Mr. Larry Gagnon
Chief Negotiator
Public Service Alliance of Canada
2725 Queensview Drive – Suite 400287 Lacewood Drive, Suite 301
Halifax, NS B3M 3Y7**

Re: Rebuilding the Relationship between PSAC and NAV CANADA

Dear Mr. Gagnon:

We acknowledge that the relationship between PSAC/UCTE and NAV CANADA has struggled. NAV CANADA believes in establishing collaborative relationships with its Unions. To this end, meaningful consultation on matters of mutual interest should take place in the closed period. We look forward to using our time to consult on important matters such as cannabis, engagement, performance conversations, diversity and inclusion, and any other relevant topic that would be of interest to the Membership.

Sincerely,

**Elizabeth Cameron
Vice President Labour Relations**

cc: Pat Beck, Director Labour Relations NAV CANADA

November 15, 2018

Mr. Larry Gagnon
Chief Negotiator
Public Service Alliance of Canada
2725 Queensview Drive – Suite 400287 Lacewood Drive, Suite 301
Halifax, NS B3M 3Y7

Re: Stratus Program

Dear Mr. Gagnon:

This letter is not a Technological Change Notice under the Canada Labour Code, but simply a further update on earlier discussions with Pat Beck, Director Negotiations, during bargaining with NAV CANADA regarding our Stratus Program, the replacement of our current enterprise resource planning tool from Oracle R12 to Workday. This project has been underway for some time and we have provided a number of briefings to PSAC/UCTE including one in January 2018 during negotiations. We are pleased to report that the schedule is on track and *Release I* has been implemented.

Release I included: Human Capital Management (core HR, payroll, benefits, talent acquisition), Financials and Procurement, capability enhancements such as Employee & Manager Self Serve, iPlan and Legacy Systems, Maximo Inventory Management, Aeropubs and Inventory Management.

This change in ERP technology affects your members in two ways; through self-serve as employees who wish to keep their personal and benefits information up to date and apply for competitions or access information efficiently, and, as member of teams who provide financial or human resources support to all NAV CANADA employees. While there are changes to some jobs as a result of *Release I*, we saw no impact on the security of employment of current employees in finance, customer services or human resources as a result of *Release I*. The new platform will change how work is processed, with minor changes to duties and tasks, and new skills and knowledge moving from Oracle to Workday. These changes will be experienced in Finance, Customer Service, Administrative support work in Service Delivery, HR Operations, Compensation and Benefits, Pensions, and, Contracting and Procurement. The positions are internal service providers who would be impacted by the change. However, we do not anticipate any layoffs as a result, at this time.

In *Release II*, planned for January 2020, we will move to the remainder of HR applications such as time tracking (overtime for non-ops staff), performance management, succession planning and learning and competency management.

We see the potential for more impacts in *Release II* as a result of streamlining with Time and Leave reporting. We are not yet certain on total impacts but there may be employment security issues for staff who work with time and leave.

Our commitment is to continue to provide you with updates as we work through *Release II* and we look forward to continuing the discussion and receiving your feedback in areas that are important to your members. NAV CANADA will make every reasonable effort to minimize adverse consequences to employees as a result of the implementation of *Release II*. We will fully respect employment security and Technological Change provisions in the collective agreement.

If required, Technological Change Notice will be issued in accordance with the Canada Labour Code.

Sincerely,
Elizabeth Cameron
Vice President Labour Relations

cc: Pat Beck, Director Labour Relations NAV CANADA