



Proposals for a Collective Agreement

between

NAV Canada

and

Public Service Alliance of Canada

February 22, 2022

This document represents bargaining proposals of the Public Service Alliance of Canada (PSAC) for the renewal of a Collective Agreement with NAV Canada.

These proposals are submitted without prejudice to any future proposed amendments and/or additions on the same Articles, and are subject to any errors and/or omissions.

PSAC reserves the right to add to, amend, modify, and withdraw its proposals at any time during Collective Bargaining, to introduce counter-proposals to the employer's proposals, and to introduce new proposals that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

Bold characters denote proposed additions to language.

~~Strikethroughs~~ denote proposed deletions.

Where the word **RESERVE** appears, it means that the Union reserves the right to make proposals at a later date. In particular, PSAC reserves the right to introduce a comprehensive wage proposal at an appropriate time during negotiations.

If neither party has a proposal on a specific clause or article, that clause or article shall be renewed.

Finally, the Union requests of the Employer disclosure of any plans for material changes at the administrative or workplace level that may affect this round of negotiations, and reserves the right to make additional proposals after receiving this information.

ARTICLE 20
NO DISCRIMINATION

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

ARTICLE 24
GENERAL HOLIDAYS

24.01 Employees shall receive the following paid general holidays:

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

OPERATING EMPLOYEES

24.04

- (a) On April 1st of each year an employee shall be credited with **thirteen times the employee's regular daily hours of work** ~~eighty-eight (88) hours~~ of lieu leave.
- (b) Lieu days may be scheduled as an extension to vacation leave or as occasional days and shall be charged against lieu day credits on an hour for hour basis.
- (c) Subject to operational requirements and adequate advance notice, NAV CANADA shall make every reasonable effort to schedule lieu days at times desired by the employees.
- (d) Any lieu days that cannot be liquidated by March 31 of the leave year in which they are earned will be paid out at the employee's straight time rate of pay in effect at that time.
- (e) Any leave granted for holidays occurring after the date of an employee's termination shall be subject to recovery of pay.
- (f) **Where an employee is on an authorized leave of absence without pay for a period of less than 365 days they will be credited with lieu leave as if they had been at work.**

ARTICLE 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:

- (a) one hundred and twelve and one half (112 ½) hours per vacation year if the employee has completed less than **six (6)** ~~eight (8)~~ years of continuous employment;
- (b) one hundred and fifty (150) hours per vacation year if the employee has completed **six (6)** ~~eight (8)~~ years of continuous employment;
- (c) one hundred and sixty-five (165) hours per vacation year if the employee has completed **twelve (12)** ~~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 **thirteen (13)** ~~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 **fourteen (14)** ~~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)~~ **(20)** years of continuous employment;
- (g) two hundred and twenty-five (225) hours per vacation year if the employee has completed **twenty-five (25)** ~~twenty-eight (28)~~ years of continuous employment.

**ARTICLE 26
SICK LEAVE WITH PAY**

Union wishes to discuss an end of career sick leave program.

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

28.02 Bereavement Leave With Pay

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

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of five (5) consecutive **working calendar** days including the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

The Union further proposes that an employee may break up the bereavement period into up to two periods at their election, provided that such bereavement leave is all taken within one year from the death.

- (b) An employee is entitled to one (1) day's bereavement leave with pay to attend the funeral or interment service related to the death of their son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, **niece, nephew, cousin** or spouse's grandparent.
- (c) If, during a period of paid leave, an employee is bereaved in circumstances under which they would have been eligible for bereavement leave with pay under paragraph (a), or (b) of this clause, the employee shall be granted bereavement leave with pay and their compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (d) In the event that an employee's religious beliefs or individual circumstances require observance at times other than immediately before or after the funeral, NAV CANADA may postpone the period of time provided for in this Article (or any part of) to such alternate time(s).

28.05 Parental Leave

The Union proposes a top-up from EI or QPIP for up to 17 weeks of parental leave at 100%.

28.07 Leave With Pay for Personal and Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse, dependent children (including foster children or children of spouse), parents (including step-parents or foster parents), a relative for whom the employee has a legal duty of care or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) NAV CANADA shall grant leave with pay under the following circumstances:
 - (i) for a medical or dental appointment to accompany a family member when the family member is incapable of attending the appointment by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for family members to minimize their absence from work. An employee requesting leave under this

provision must notify their supervisor of the appointment as far in advance as possible;

- (ii) leave with pay to provide for the temporary care of a sick member of the employee's family and to provide an employee time to make alternate care arrangements where the illness is of a longer duration;
 - (iii) leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.
 - (iv) for the employee in order to attend personal medical, dental or legal appointments.
- (c) The total leave with pay which may be granted under sub-clauses (b)(i), (ii), ~~(iii)~~, (iv) shall not exceed thirty-seven and one half (37 ½) hours in a leave year.
- (d) The employee shall demonstrate the need for such leave in such manner as may reasonably be determined by NAV CANADA.

ARTICLE 30 HOURS OF WORK

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

The Union wishes to discuss a reduction in the hours of work for operating and non-operating employees to 34 hours a week with no reduction in annual pay.

**ARTICLE 31
TELEWORK**

The Union wishes to discuss this article.

- 31.01 Approval for a Telework arrangement shall be on a case by case basis and in consideration of the nature of the work provided by the employee. It is conceded that due to the nature of the work performed by some of the employees covered by this agreement that such an arrangement may not be possible.
- 31.02 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 Telework arrangement without their consent.
- 31.05 All terms and conditions of a Telework 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 Telework arrangement.
- 31.07 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.
- 31.08 On an exception basis and where operational requirements permit, an employee may be granted permission to work on an ad hoc basis at an alternate location separate and distinct from an official workplace of NAV CANADA.

**ARTICLE 32
OVERTIME**

The Union proposes to change the compensation to double time for all overtime. This will require numerous consequential changes through the agreement.

**ARTICLE 41
STAFFING**

41.21 Change in Work Location

In the event NAV CANADA moves a position from one location to another and if the employee is to be transferred to the new location, NAV CANADA shall provide the employee with a ninety (90) day notice and will consult with the PSAC to explain the reasons for the transfer. **Every reasonable effort will be made to effect such posting or transfer of an employee during their children's vacations from school.**

**ARTICLE 44
CLASSIFICATION**

The Union may wish to make a proposal on this article.

**ARTICLE 46
TECHNOLOGICAL CHANGE**

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

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

LETTER OF UNDERSTANDING NO. 10

Subject: End of Career Leave Program Trial

The Union wishes to discuss this LOU

Wages and Duration:

The Union reserves the right to make a comprehensive wage proposal.

Discussion items

- The Union wishes to discuss workforce management change as well as minimum staffing requirements for admin, scheduling and facilities groups and reserves the right to make proposals on such issues.
- The Union wishes to discuss layoff protection and reserves the right to make proposals on the issue
- Shift schedules for schedulers