

MEMORANDUM OF SETTLEMENT

between

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 2228
(the “UNION”)

and

NAV CANADA

(the “EMPLOYER”)

The Union and the Employer agree to renew the current collective agreement with all existing provisions, subject to the following amendments:

1. DURATION

- 5 year term - 1 January 2024 to 31 December 2028

2. WAGES

- Effective 1 January 2024: 4.0% increase
- Effective 1 January 2025: 4.0% increase
- Effective 1 January 2026: 3.5% increase
- Effective 1 January 2027: 3.0% increase
- Effective 1 January 2028: 3.0% increase

3. PREMIUMS

- Delete LOUs 4-20 and 5-20, eliminating the 5% premium
 - Note: No reduction to employee responsibilities as a result of the elimination of LOUs 4-20 and 5-20
- Add 3.5% to GWI in year 1 (effective 1 January 2024)
- Add 3.0% top step at all levels of the wage table (ANS-TEC-0, 1, 2, and 3)

4. OPERATING & NON-OPERATING EMPLOYEE STATUS

- Revise definitions of ‘operating employee’ and ‘non-operating employee’ to broaden the range of employees that are considered operating (Lifecycle Specialists (including positions whose title includes System Support Technologist), TSS (including TSS Team Supervisor), and Project Leads (including PL Team Supervisor) (**attached**))
- NAV CANADA to provide a letter confirming intent to only convert the above-noted positions to operating status and that doing so will not disqualify them from participating in NAV CANADA flexible work programs (**attached**)

5. CANADA PENSION PLAN (CPP) CHANGES

- Effective 1 January 2026, 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. (**attached**)

6. SCHEDULING (PROTECTED DAYS OF REST)

- Eliminate LOU 7-20 on days of rest and posting of shift schedules and incorporate portions into Article 23 Hours of Work
- Revise Article 23 as follows (**attached**):
 - Under 23.09(a), increase the schedule posting advance notice from 15 days to 28 days
 - Under 23.11(b), increase the notice required to trigger the short-notice shift change premium when the shift change is for reasons initiated by the Company from 21 days to 28 days
 - Eliminate the LOU 7-20 protection of all days of rest and modify 23.11(e) to provide for protection of days of rest for 28 days from the current date.
 - Add 23(e)(iii) – requests for discretionary leave may be denied if granting would require changes to other employees' days of rest

7. TEMPORARY SUSPENSION OF TRANSFER LIST

- Agree to Union proposal for a three-year moratorium on transfer list transfers for calendar years 2025, 2026, and 2027

8. EMPLOYMENT SECURITY / DISPLACEMENT

- Introduce language in article 51.04 that defines regions for displacement as FIRs, creates the NCR as a distinct region, clarifies that NCR positions cannot be displaced, and clarifies that employees located outside the NCR but occupying NCR-based positions have displacement rights only within their FIR of residence
- Language includes clarification of bumping rights of an NCR employee who bumps into their previous region of employment where there is no one with less seniority in that region
(**attached**)

9. VIRTUAL TRAINING TIME ZONE

- Create an LOU for the length of the Collective Agreement that establishes a 'virtual time zone' applicable to employees participating in training courses being delivered virtually, for the purpose of determining hours of work (**attached**)

10. HIGH COST OF LIVING CENTRES

- Agree to an LOU to work on TORs for a cost of living committee to meet during the closed period (**attached**)

11. OVERPAYMENT RECOVERY THRESHOLD

- At 21.16, adjust threshold from \$50 to \$200 for overpayment recovery action to be limited to 10% per pay period (**attached**)

12. CLARIFICATION OF GOOD COMMERCIAL ACCOMMODATION

- Revise 27.06(c)(i) to add reference to non-smoking, single occupancy, and hot & cold running water under good commercial accommodation criteria (**attached**)

13. PAY IMPLEMENTATION AFTER PROMOTION

- Revise 50.04(n) to indicate that individuals who are promoted to a role with a higher rate of pay but who, due to operational requirements, cannot report to their new role immediately, are to receive their new rate of pay no later than 90 days following the conclusion of the competition **(attached)**

14. TECHNICAL INSTRUCTORS ON TEMPORARY DUTY

- Introduce LOU that reflects the parties' ongoing practice of offering Temporary Duty Instructor assignments to employees at ANS-TEC-1, 2, and 3, levels, and to provide them training to do so (with NCJC Travel Program to apply for any travel) **(attached)**

15. HOURS OF WORK AT ISOLATED POSTS

- Revise definition of arctic work week to reflect 45 hours instead of 54 hours **(attached)**

16. CLARIFICATION OF APRIL-MARCH LEAVE YEAR

- Revise 18.07(c) to reflect that leave year for Personal Leave purposes will change from calendar year to April 1 – March 31 leave year **(attached)**
- Transitional provision – when the switch to the April-March leave year is done, employees' personal leave banks would be reset as of April 1

17. END OF CAREER LEAVE THRESHOLD

- Revise LOU 18-20 (maintain as LOU) to decrease years of service required from 25 years to 20 years **(attached)**

18. PROFESSIONAL DEVELOPMENT

- Modify Article 39 to allow for an avenue for employees to request to attend professional development opportunities **(attached)**

19. VACATION LEAVE PRIOR SERVICE RECOGNITION

- Introduce language that recognizes prior service, for vacation leave entitlement calculation purposes only, of employees who have been rehired on an indeterminate basis after being laid off **(attached)**

20. VACATION LEAVE CARRYOVER CAP

- Revise vacation leave carryover language to eliminate conditions to carry leave from the year earned to the following year, and to eliminate any carryover beyond the year after the year in which the leave was earned **(attached)**

21. UNFORESEEN AND UNAVOIDABLE DELAYS

- Revise 27.05(f) to clarify circumstances when compensation for unforeseen and unavoidable travel delay shall be provided **(attached)**

22. ADDITION OF NATIONAL DAY FOR TRUTH AND RECONCILIATION

- Revise 26.01 and 26.05 to reflect addition of National Day for Truth and Reconciliation as a general holiday, and change number of lieu days from 11 per year to 12 per year **(attached)**

23. HOUSEKEEPING

- As signed off by the parties 21 and 22 November 2023 **(attached)**

24. ARBITRATORS

- Revise list of arbitrators at Appendix “C” as per NAV CANADA’s proposal (tabled secretarially 30 November 2023) **(attached)**

25. GRIEVANCES

- The following grievances as of the date of ratification are to be withdrawn:
 - FY22-2952 and 2957 on competency premiums under LOUs 4-20 and 5-20

26. LETTERS OF UNDERSTANDING

- Renewal of LOUs 1-20, 6-20, 9-20, 15-20, 16-20, 17-20 and 21-20 without modification
- Revise LOUs 2-20, 3-20, 8-20, 9-20, 10-20, 11-20, and 19-20 as per language in NAV CANADA proposal tabled secretarially 5 December 2023
- Revise LOUs 13-20 and 14-20 as per IBEW proposal tabled secretarially 6 December 2023
- Delete LOU 12-20, 20-20, and 22-20
- Note: LOUs 4-20, 5-20, 7-20, and 18-20 are subject to separate substantive proposals **(attached)**

The Union agrees to recommend to its membership the acceptance of this Memorandum of Settlement.

This Memorandum of Settlement shall become effective upon notification by the Union to the Employer that it has been ratified.

Signed at Ottawa, Ontario this 27th day of March 2024.

NAV CANADA

IBEW, LOCAL 2228

Sylvain Guindon
Director, Labour Relations

Paul Cameron
Business Manager and Financial Secretary

Nick Miller
Manager, Labour Relations

Meaghan Olmstead
Assistant Business Manager

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

...

- (s) “operating employee” means an employee whose hours of work are normally scheduled on a rotating shift basis and/or whose regular duties at their normal work place, include installation, maintenance, monitoring and modification ~~the actual in situ maintenance~~ of NAV CANADA in-service electronic equipment, ~~that must be continually available beyond the hours of 0600 to 1800 local time; and~~
- (t) “non-operating employee” means an employee whose hours of work are not normally scheduled on a rotating shift basis and whose regular duties, at their normal work place, do not normally include the duties items listed in (s) ~~the actual in situ maintenance of electronic equipment that must be continually available beyond the hours of 0600 to 1800 local time.~~

If any dispute or difficulty arises in the application of the definitions (s) and (t), the matter shall be referred to the parties who will convene an appropriate forum to attempt to resolve or dispose of such dispute or difficulty.

In the event the parties are unable to resolve or dispose of the matter any grievance subsequently presented shall begin at the Final level of the grievance procedure in accordance with 36.04 Step 2.

SIDE LETTER

Mr. Paul Cameron
Business Manager & Financial Secretary
International Brotherhood of Electrical Workers, Local 2228

Dear Mr. Cameron:

Re: Positions identified for transition to operating status

During the current round of collective bargaining, the parties discussed the definitions of operating and non-operating employee status. With the change to the definition of these terms, the Company has identified certain positions, the incumbents of which are currently categorized as having non-operating status, that should be transitioned to operating status.

The Company agrees that for the life of the present Collective Agreement, non-operating employees occupying only the following positions will be transitioned to operating status:

- Lifecycle Management Specialist
- Senior Systems Support Technologist
- Systems Support Technologist
- Technical Services Specialist (All)
- Technical Services Team Supervisor - TSS
- Technical Services Project Leader
- Technical Services Team Supervisor – Project Delivery (aka “PL Supervisor”)

Should the titles of these positions change at any time during the life of the present collective agreement, this will not affect the Company’s ability to transition the incumbents’ status.

Additionally, conversion of employees occupying the above-noted positions to operating status will not disqualify them from participating in NAV CANADA’s flexible work programs.

Yours truly,



Nick Miller
Manager, Labour Relations

CPP PROPOSAL

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

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, 2026, rephrase Section A3.1(b) for an IBEW 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

NAV CANADA COUNTER TO IBEW U011 PROPOSAL ON POSTED SHIFT SCHEDULE AND PROTECTED DAYS OF REST

Note also that the following proposal includes the elimination of LOU 7-20.

23.09 Posting of Shift Schedules and Shift Cycles - Operating Employees

- a) A shift schedule must be of not less than twenty-eight (28) days' duration and will be posted at least twenty-eight (28) ~~fifteen (15)~~ days in advance in order to provide an employee with reasonable notice as to the shift they will be covering.
- b) Every reasonable effort will be made by the Company not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's last shift.
- c) The schedule may be an entire shift cycle in itself or portion thereof and the employees affected shall work an average of thirty-seven and one-half (37 1/2) hours per week over the period of the cycle in accordance with 23.05(a).
- d) The local representative will be provided with a copy of the current shift schedule and shift cycle where practicable.
- e) If the shift schedule is not posted within the time limits in this clause, then the employee's upcoming schedule shall be considered to be a continuation of their present shift cycle

23.11 Change in Shift - Operating Employees

- a) In the event that an individual employee's shift hours and/or days of work are changed to accommodate to an unanticipated absence of an employee, not initiated by the Company, and less than fifteen (15) days' advance notice of such change is given, the employee shall be paid a premium equal of four (4) hours' pay for work performed on the first scheduled shift changed in addition to their daily rate of pay. When an employee works less than three point seven five (3.75) hours of the first scheduled shift changed no premium will be paid.
- b) In the event that an individual employee's shift hours and/or days of work are changed for reasons other than accommodating to an unanticipated absence of an employee not initiated by the Company, and less than ~~twenty-one (21)~~twenty-eight (28) days' advance notice of such change is given, the employee shall be paid a premium of four (4) hours pay in addition to their daily rate of pay for work performed on each of the changed scheduled shifts for which ~~twenty-one (21)~~twenty-eight (28) days' advance notice was not given to a maximum of three (3). When an employee works less than three point seven five (3.75) hours of any scheduled shift changed no premium will be paid for that shift.
- c) Any return to the employee's previous hours and/or days of work will not be considered a change subject to premium pay under this clause, unless the return is delayed beyond ten (10) working days following the date of notification of the change.
- d)
- (i) The above shall not apply to an employee who requests a change.
 - (ii) The above shall apply to an employee assigned to a course away from their assigned work place.
- e)
- (i) Notwithstanding the above, an employee's days of rest shall be protected for twenty-eight (28) days immediately following the current date. a change to an employee's shift schedule shall not reschedule the first group of previously scheduled days of rest. The "first group of previously scheduled days of rest" means the days of rest shown on the employee's unchanged shift schedule, immediately following but not necessarily contiguous to the day prior to the change.
 - (ii) An employee required to work on their days of rest that fall within the twenty-eight (28) days immediately following the current date on the "first group of previously scheduled days of rest", will be compensated for those days, at the applicable overtime rate as specified in clauses 24.04 and 24.05 but will not be entitled to the premiums provided in clauses 23.11(a) and (b).
 - (ii)(iii) Requests for discretionary leave such as annual and lieu, may be denied if it requires changes to the protected days or rest of other employees.

51.04 Displacement (Bumping)

An employee who is facing surplus or lay-off status may displace the least senior employee in the same region under the following conditions:

- ~~(a)~~ the region of employment for an employee at Head Office including the Training Institute shall be deemed the employee's last region of employment. Alternatively, if the employee was not transferred from a region, displacement shall take place in the Eastern Region subject to linguistic consideration.
- (a) In all displacement scenarios, seniority shall be respected and shall be the final deciding factor. An employee with less seniority cannot displace an employee with more seniority.**
- (b) For the purposes of Displacement scenarios, the regions shall be defined as the seven (7) Flight Information Regions and the National Capital Region (NCR)**
- (c) The NCR includes Head Office, Technical Systems Centre, Combined ANS, the Logistics Centre, and the Training Centre.**
 - i. The Ottawa Maintenance Centre is excluded from the NCR and is considered part of the Montreal FIR for displacement purposes.**
- (d) Due to the specialized duties of NCR-based positions, employees occupying these positions cannot be displaced. An employee occupying such a position facing surplus or layoff status may exercise displacement rights subject to the following conditions:**
 - i. Displacement shall occur in the employee's last FIR of employment**
 - ii. Employees hired directly into the NCR will displace the least senior employee of all FIRs.**
 - iii. Employees occupying an NCR-based position but residing in an FIR shall exercise displacement in the FIR of residence.**
- ~~(b)~~**(e)** the employee must meet the language requirements of the displaced employee's position;
- ~~(c)~~**(f)** the employee shall receive any additional training required for the replacement position;
- ~~(d)~~**(g)** once the employee has assumed the functions of the displaced employee they shall remain eligible to reinstatement at their previous level under Priority, Article 50 Staffing.
- ~~(e)~~**(h)** if the training is successful, the employee shall be assigned to the replacement position and the provisions of Article 21.10 of the Collective Agreement shall apply;
- ~~(f)~~**(i)** if the training is unsuccessful, the employee shall be considered as a surplus employee. If reassignment as a surplus employee is not possible, the provision of the present Article providing for the NAV CANADA Departure Incentive Program and lay-off shall apply. 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;

~~(g)~~(j) the least senior employee displaced under the present paragraph shall be deemed a surplus employee and shall become eligible for reassignment if possible, otherwise the provision of the present Article providing for the NAV CANADA Departure Incentive Program and lay-off shall apply;

~~(h)~~(k) the employee may only displace once in any displacement situation and such displacement shall not provoke any other displacements.

Handwritten signature or initials in the bottom right corner of the page.

ARTICLE 39

TRAINING

39.01 In recognition of changes taking place in the "state of the art" in the Electronics field, the Company will continue to provide appropriate training manuals and, when operational requirements permit, to initiate and to facilitate relevant training and study sessions designed to improve the qualifications of an employee.

~~Off-Location Training~~

39.02 Days Off

The Company shall, where practicable, schedule at least two (2) days off to which the employee would normally be entitled immediately preceding and immediately following training courses and in no case will an employee lose credit because of such training for days off to which they would normally be entitled.

39.08 When, in connection with training courses given under the terms of this Article, the courses entail classroom, virtual, or associated instruction of seven (7) or less hours per day, exclusive of a meal period, no overtime claim from participants will be recognized or paid, except as may be involved in travel immediately prior to or following the course from their residence to their place of lodging during the course and vice versa.

39.13 (a) Electronics Systems instructors will not be required to provide formal instruction (be formally in contact with the students in a classroom, virtually, or in a laboratory environment) to students in excess of an average of twenty (20) hours per week over a fiscal year. Such hours are part of the hours of work set out in clause 23.04

(b) (i) New Electronics System instructors will be given the opportunity to familiarize themselves with the organizational structures, objectives and relevant administration, documentation and procedures.

(ii) Electronics System instructors at the NAV CENTRE will be given the opportunity to visit field facilities to gain or regain appreciation of the operational environment and the applicable current field maintenance methods, practices and procedures. Subject to operational requirements, NAV CANADA will allow instructors five (5) days per year to visit field facilities. NAV CANADA will authorize up to one third of its instructors for such visits in any one (1) year. Attempts will be made to

increase the number of instructors benefiting from those visits by making them coincide with new course development and delivery in the regions. Notwithstanding the above, no instructor will be denied the opportunity to visit field facilities away from the institute for a total of five (5) days in any three (3) year period.

LOU XX-24

39.14 Virtual Training

The parties recognize that formal instruction at NAV CANADA is increasingly being delivered virtually, without having instructors and students being physically co-located in the same place.

Where a training course includes or is anticipated to include participants—either students, instructors, or both—attending from more than one time zone, all participants will be considered to be attending from a common “virtual time zone” for the purposes of scheduling, break/meal times and hours of work. The virtual time zone will be the Eastern time zone.

For virtual training courses delivered with a virtual time zone, the Company will endeavor to ensure that course start times are 09:00, and course end times are 15:00.

The “virtual time zone” can be changed from Eastern in order to improve scheduling, if reasonable, provided the participants can come to an agreement without additional costs to NAV CANADA.

LOU xx-xx(NEW)

NAV CANADA and IBEW have had many discussions over the course of several rounds of bargaining concerning the cost of living for IBEW members in different parts of the country.

The parties agree to meet with the objective of forming a working group to discuss the union's concerns regarding cost of living and economic hardship across Canada. The parties will have their first meeting within twelve (12) months of signing the collective agreement with the goal of developing a set of Terms of Reference to establish the goals and guide the work of this committee.

Proposal (NAV CANADA Settlement Offer #5, Item #11)

- 21.16 When an employee, through no fault of their own, has been overpaid, the paying office will, before recovery action is implemented, advise the employee of the intention to recover the overpayment. Where the amount of overpayment is in excess of two hundred dollars (\$200.00), and where the employee advises their manager that the stated recovery action will create a hardship, arrangements will be made by the Company with the paying office to limit recovery action to not more than 10% of the employee's pay each period until the entire amount is recovered.

Good Commercial Accommodations

27.06(c)(i) It is recognized that at some isolated and remote work sites a variety of conditions can arise such that technologists may be unable to secure good commercial accommodations. For the purposes of this agreement, “good commercial accommodations” provide at a minimum the following: an individual **non-smoking single-occupancy** room with four enclosed walls (i.e. no partial walls or partitions), a ceiling, a lockable door, a mattress and bedding raised above the floor, electricity, lighting, heating, and provided with access to a flushing toilet, hot **and cold running** water, and a bath or shower.



Pay Implementation After Promotion

- 50.04 (n) In the case where the individual will be occupying a role with a higher rate of pay but operational requirements do not allow them to report to their new role immediately, they will be appointed to their new pay rate no later than 90 days following the conclusion of the competition.

12/11

LOU XXX – Technical Instructors on Temporary Duty

xx.01 Temporary Duty Instructors

NAV CANADA occasionally requires Technical Instructors on a temporary basis. The individuals are referred to as Temporary Duty Instructors (TDI). The TDI program shall be open to bargaining unit members at the ANS-TEC-1, ANS-TEC-2 and ANS-TEC-3 level on a voluntary basis.

- (a) At its discretion NAV CANADA will offer TDI assignments to bargaining unit members.
- (b) Participating employees shall receive applicable training prior to an instructional assignment (Pedagogical and equipment specific technical).
- (c) Participating employees shall be considered to be working at least at the ANS-TEC-2 level for the duration of the assignment. Employees whose substantive role is at the ANS-TEC-3 level shall retain their salary.

Employees travelling outside their headquarters area for the purpose of delivering technical training shall be considered to be traveling on corporate business and entitled to the provisions of the NCJC Travel Program.

A handwritten signature or set of initials, possibly 'AM', located in the bottom right corner of the page.

HOURS OF WORK AT ISOLATED POSTS

23.17 Employees working at Goose Bay, Iqaluit, Resolute Bay, Yellowknife, Whitehorse or employees seasonally servicing and/or maintaining isolated sites as agreed to by the parties may be required to work an arctic work week. An arctic work week is defined as hours of work up to forty-five (45) ~~fifty-four (54)~~ hours per week.

Handwritten signature or initials in the bottom right corner of the page.

18.07 Personal Leave

...

(b) NAV CANADA shall grant leave with pay under the following circumstances:

(i) carrying out responsibilities related to the health or care of any of their family members;

(ii) carrying out responsibilities related to the education of any of their family members who are under 18 years of age;

(iii) treating their illness or injury (including personal medical, or dental appointments);

(iv) legal appointments;

(v) to address any urgent matter concerning themselves or their family members;

(vi) to attend their citizenship ceremony under the Citizenship Act;

(vii) any other reason prescribed by regulation under the Canada Labour Code.

(viii) 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.

(c) The total leave with pay which may be granted under sub-clauses (b)(i), (ii) (iii), (iv), (v), (vi), (vii), and (viii) shall not exceed five (5) calendar days in a leave year (April 1 to March 31).

LOU 18-20

END OF CAREER LEAVE PROGRAM TRIAL

NAV CANADA proposes the trial continue until December 31, 2028, under the following conditions:

- 1) Employees who participate in this program must have achieved at least 20 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. Employees who chose to make use of the End of Career Leave Program will not be limited to banking of Compensatory Time Off as specified in LOU 17-20, however the amount of Compensatory Time Off that they can use in a Leave Year will remain the same.
- 3) Once locked in, this bank cannot be paid out.
- 4) Employees may bank up to the equivalent of six (6) calendar months of End of Career Leave.
- 5) Employees must provide at least eighteen (18) months' notice prior to the start of the End of Career Leave and irrevocably retire from NAV CANADA at the end of their End of Career Leave.
- 6) 6) Once the End of Career Leave has started, employees will not be eligible for Sick Leave or Long Term Disability.

Professional Development

39.12

~~Attendance at training or development seminars, symposiums, etc., other than specific equipment oriented classroom instruction type training, represents an opportunity for individual self development beyond that which the Company requires of the employee to simply maintain current operations.~~

- (a) Professional development other than Company prescribed, equipment-oriented, classroom-style training represents an opportunity to enhance technologists' knowledge and abilities in industry at large. Examples of such opportunities include, but are not limited to seminars, symposiums, trade shows, etc. These opportunities may be available from trade/industry organisations, professional associations, vendors, etc.**

Many of these development opportunities do not readily associate themselves with the normal hours of work and overtime provisions commonly contained in Collective Agreements.

Accordingly, when such a training situation is arranged and an employee is to be given the opportunity to attend, the employee shall be informed in advance of what is likely to be involved in respect of their personal time.

If the employee is permitted to attend, they shall be entitled to actual and reasonable travel expenses incurred and shall suffer no loss of regular salary.

- (b) Professional development opportunities such as those described in (a) can be requested by the employee.**

17.02 Accumulation of Vacation Leave

An employee who has earned at least ten (10) days' pay for each calendar month of a vacation year shall earn vacation leave of:

- a) one hundred and twelve and one half (112 1/2) hours per vacation year for an employee if they have completed up to eight (8) years of continuous employment;
- b) one hundred and fifty (150) hours per vacation year if they have completed eight (8) years of continuous employment;
- c) one hundred and sixty five (165) hours per vacation year if they have completed eighteen (16) years of continuous employment;
- d) one hundred and seventy two and one half (172 1/2) hours per vacation year if they have completed seventeen (17) years of continuous employment;
- e) one hundred and eighty seven and one half (187 1/2) hours per vacation year if they have completed eighteen (18) years of continuous employment;
- f) two hundred and two and one half (202.5) hours per vacation year if they have completed twenty-seven (27) years of continuous employment;
- g) two hundred and twenty five (225) hours per vacation year if they have completed twenty-eight (28) years of continuous employment;
- h) vacation leave provided under 17.02(a) to (g) above, shall be granted on a pro rata basis during the vacation year in which the employee completes the required years of continuous employment;

Employees who are re-hired on an indeterminate basis, after a layoff shall have their pre-layoff service recognized as continuous service for the purposes of Vacation Leave entitlement calculation.

For additional clarity, the time elapsed during the layoff period is not counted as part of the continuous years of service calculation.

ARTICLE 17

VACATION LEAVE

17.07 An employee's vacation shall normally be taken in the vacation year in which they become eligible for it. The Company shall, subject to the operational requirements of the service, make every reasonable effort:

- (a) to ~~approve schedule~~ an employee's vacation leave for at least two (2) consecutive weeks, if so requested by the employee not later than May 1st;
- (b) to give next priority to periods of vacation for which a request is made by employees prior to June 1st
- (c) subject to (a) and (b) above, to schedule an employee's vacation leave at a time acceptable to ~~them~~him;
- (d) after October 1st and after consultation with the employee, to assign them available vacation periods if the Company has been unable to schedule vacation during the periods preferred by the employee or if the employee has not filed with the Company their vacation preference by October 1st;
- ~~(e) to permit an employee to use at an agreed time in the following vacation year, any unused vacation credits earned by them in the current vacation year, provided that the employee has filed by October 1st a request in writing which includes their reason(s) for such request. Approval of such requests will be limited to exceptional circumstances which would require a vacation period of longer consecutive duration than that to which the employee would be entitled in the following vacation year, and which can be accommodated having regard to the projected vacation entitlements of others for the time requested. However, if the circumstances warrant, consideration will be given to requests which, while not entailing a longer consecutive duration, do entail a longer period of vacation than the employee would otherwise have available in that year;~~
- (f) to comply with an employee's request that they be permitted to take vacation leave of five (5) or more days in accordance with the shift schedule so as to provide for the employee's normal days of rest immediately preceding and following the period of vacation leave.

17.08 (a) When ~~an employee does not take operational requirements prevent an employee from receiving~~ all the vacation leave credited to them ~~in a given year~~, the unused portion of their vacation leave shall be carried over into the following vacation year, ~~up to the maximum prescribed in (c) below. Carry over beyond one (1) year shall be by mutual consent.~~

(b) Upon application by the employee and with the approval of the Company earned but unused vacation leave credits carried forward from ~~previous~~ vacation years ending prior to April 1, 2024 shall be compensated at the employee's regular daily rate of pay in effect on March 31st; of the year in which the request is made.

Existing banks of vacation leave credits that have been carried over beyond one (1) year are frozen but may be liquidated under the existing terms of this agreement.

(c) The total carry over of leave under (a) shall not be more than 112.5 hours. Any such carried over leave will not be further carried over into the following year. If any such leave remains unused as of March 31st, it will be cashed out at the employee's regular daily rate of pay on March 31st.

17.09 For non-operating employees, when a day that is a general holiday for an employee falls within a period of vacation leave with pay, the general holiday shall not count as a day of vacation leave.

ARTICLE 27

TRAVEL

(f) **Unforeseen and Unavoidable Delays (Travel between Assigned Work Locations)**

When an employee is subject to an unforeseen or unavoidable delay while in transit between assigned work locations, and that delay is at such a time and for such duration that the employee can utilize overnight accommodation, the employee shall be compensated for all hours of that delay at their straight-time hourly rate, except for hours that fall under any of the following conditions:

- (i) eight (8) hours where good sleeping accommodation is available at no expense to the employee and when the employee has eight (8) continuous hours available to them after 2100 and prior to 1000 hours to utilize such accommodation;
- (ii) any hours that are within the employee's regular hours of work; and
- (iii) any hours spent working or travelling.

The straight-time payment will continue during the period of such delay until such time as the employee again commences travelling.

In the above where any hours involved are on a General Holiday or Days of Rest, the straight-time rate will be replaced as applicable in accordance with 27.05(c) and (d) above.

(g) **Unforeseen and Unavoidable Delays (Travel from Assigned Work Locations over Days of Rest)**

When an employee is subject to an unforeseen or unavoidable delay while in transit from an assigned work location, and that delay is at such a time and for such duration that the employee is required to extend their travel over a day or days of rest where they are not required to work, such employee shall earn 7.5 hours of straight time paid leave added to their time off in lieu of overtime bank (clause 25.08 c) for each full day of rest in travel status

ARTICLE 26
GENERAL HOLIDAYS

...

26.01 Subject to clause 26.02, the following days shall be designated as general holidays with pay:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) The day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) National Day for Truth and Reconciliation
- (h) The day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (g)(i) Remembrance Day,
- (h)(j) Christmas Day,
- (+)(k) Boxing Day,
- (+)(l) One day in each year in addition to those listed above which, in the opinion of the Company, 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 the Company, no such day is recognized as a provincial or civic holiday, the additional day shall be the first Monday in August, and
- (*)(m) one additional day when proclaimed by an Act of Parliament as a National Holiday

...

26.05 The following shall apply to all Operating Employees except those covered by clause 26.06 and to Non-Operating Employees at isolated posts with an Environment Allowance Classification of 4 or 5.

- (a) On April 1st of each year each employee shall be credited with twelveeleven (+12) days in lieu ("lieu days") of general holidays;

Paul Cameron

[Signature]
9 Jan 2024

Multiple Articles (Articles 1 through 39) – Housekeeping

NOTE: Housekeeping revisions herein are not intended to override or conflict with any substantive proposals that pertain to any articles referenced herein.

2.01(t)

“non-operating employee” means an employee whose hours of work are not normally scheduled on a rotating shift basis and whose regular duties, at their normal work place, do not include the actual in situ maintenance of electronic equipment that must be continually available beyond the hours of 0600 to 1800 local time.

If any dispute or difficulty arises in the application of the definitions (s) and (t)(t) and (u), the matter shall be referred to the parties who will convene an appropriate forum to attempt to resolve or dispose of such dispute or difficulty.

In the event the parties are unable to resolve or dispose of the matter any grievance subsequently presented shall begin at the Final level of the grievance procedure in accordance with 36.04 Step 2.

12.08 The Company agrees to **electronically** provide the Union with the following information on a monthly basis, pertaining to all employees in the bargaining unit:

Employee's name
 Group and level
 Location (unit)
 Region
 Department
 Section or Organization
 Technical Certification Premium (TCP)
 New Employees
 Departed Employees

~~_____ This information will be provided in a hard and soft copy.~~

13.01 The Company agrees to make available to all employees ~~supply each employee with~~ a copy of the Collective Agreement in electronic format. If Where it is agreed between the Company and the Union to that furnish printed copies to any employees, ~~All costs for~~ printing and distributing the Collective Agreement will be divided equally between the Company and the Union.

(a) the Collective Agreement shall be printed in a unionized shop as agreed to by both parties;

- (b) furthermore, it is understood that both parties shall agree upon the quantity/quality required for the Union and NAV CANADA prior to printing and distribution.

17.12 An employee shall not be required to return to duty during any period of vacation leave. When, during any period of vacation leave, an employee is requested to return to duty and reports as requested they shall be reimbursed for reasonable expenses, as normally defined by the Company, that they incur:

- (a) in proceeding to their place of duty, and
- (b) in returning to the place from which they were recalled if they immediately resumes vacation upon completing the assignment for which they were recalled, after submitting such accounts as are normally required by the Company.

19.02 In the event that an employee is absent from work under this Article, salary continuation will be provided. However, where an employee is absent for a continuous period in excess of nine hundred and seventy five (975) hours, salary continuation will cease as of the nine hundred and eighty two and one half (982 ½) working hour, at which time the employee will become eligible to apply for long term disability benefits. Absence is considered to be continuous if it is due to a recurrence of the same or related illness within any thirty (30) (thirty)-day period.

21.08 **Acting Premium**

An employee at the ANS-TEC-1 classification level or above who is required by the Company to perform on an acting basis the duties of a higher position to which a higher rate of pay would apply, if appointed for a period of at least three (3) consecutive scheduled working days, shall be paid an acting premium, from the date on which they commenced to act, equal to the difference between the employee's current rate of pay and the rate of pay to which they would be entitled if they were appointed to the position. The acting premium will be recalculated as the result of any pay increment or any change to the range of rates in the employee's substantive position or any change to the range of rates in the higher position. While performing these duties, the employee remains in their substantive position for all purposes.

An employee at the ANS-TEC-0 classification level may be permitted to act in an ANS-TEC-2 position subject to the following conditions:

- (a) no other ANS-TEC-1 at the location is available to act in the position;
- (b) the acting assignment is for no more than three (3) weeks;

PC

- (c) the employee has at least one (1) year of service;
- (d) the employee has experience outside of NAV CANADA to the degree they would be suitable to act in the higher level position; and;
- (e) advance notice has been provided to the Union;

21.11 Pay Increments

...

- (d) The pay increment date of an employee who is appointed in accordance with clause 21.03(a), 21.04, 21.05 or 21.06(b) shall be one (1) year effective on the anniversary date of their appointment.

~~For current employees who reach an increment anniversary day in 2018, the following increment period shall thereafter be every one (1) year~~

- (e) The pay increment of an employee appointed in accordance with clause 21.06(a) will become due at the end of the pay increment period specified in Appendix "B" calculated from the date from which their pay increment period would have been calculated in their former classification level.
- (f) This clause does not apply to an employee who is on leave without pay except when the leave without pay is for a period of two (2) months or less, ~~or~~ is on leave of absence for education leave, or is on leave as per Article 15.

26.03 Subject to clauses 26.05 and 26.06 the following shall apply to Non-Operating Employees:

...

- (f) Notwithstanding clause 26.03(e) an employee assigned to duty outside their headquarters' area (other than to training courses conducted under Article 39), who cannot return to their headquarters' area for a general holiday without incurring additional expense to the Company shall, if they so requests and sufficient work is available, work the general holiday. For such work the employee shall receive their normal daily rate of pay and be provided with a lieu day to be taken at a mutually acceptable time. Hours worked in excess of normal daily hours will be paid for in accordance with Article 25 (Overtime).

39.13 (a) ~~Technical Instructors~~ Electronics-Systems-instructors will not be required to provide formal instruction (be formally in contact with the students in a classroom virtually, or in a laboratory environment) to students in excess of an

average of twenty (20) hours per week over a fiscal year. Such hours are part of the hours of work set out in clause 23.04

- (b) (i) New Technical Instructors~~Electronics System instructors~~ will be given the opportunity to familiarize themselves with the organizational structures, objectives and relevant administration, documentation and procedures.
- (ii) Technical Instructors~~Electronics System instructors~~ at the NAV CENTRE will be given the opportunity to visit field facilities to gain or regain appreciation of the operational environment and the applicable current field maintenance methods, practices and procedures. Subject to operational requirements, NAV CANADA will allow instructors five (5) days per year to visit field facilities. NAV CANADA will authorize up to one third of its instructors for such visits in any one (1) year. Attempts will be made to increase the number of instructors benefiting from those visits by making them coincide with new course development and delivery in the regions. Notwithstanding the above, no instructor will be denied the opportunity to visit field facilities away from the institute for a total of five (5) days in any three (3) year period.

Paul Cameron 22 Nov 2023
22 Nov 2023

Housekeeping #2

21 Nov 2023
0959

ARTICLE 44

DEVELOPMENT

44.01 NAV CANADA and Local 2228, IBEW, agree to the necessity of a jointly developed, structured training program to develop electronics technologist. The NAV CANADA ~~Electronics Technologist (NET) Development Programs~~ Technologist Development Program (TECDEV) will be the methods used to develop the competency of employees. Such programs shall be utilized for the development of maintenance, engineering/installation, Technology Operations Coordinators ~~technical operation coordinators~~ and Technical Flight Inspectors ~~flight inspection technologists~~.

Movement through the developmental programs will require three elements to be considered before advancement:

1. Successful completion of the identified training and experience
2. A minimum time in level
3. A satisfactory performance appraisal

The following list are examples of ~~NET-TEC~~ developmental programs utilized as accepted methods used to develop technologist to their working level.

1. ~~Technical Operations Certification Program (TOCP)~~ Technologist Competency Program (TCP)
2. ~~Engineering Technologist Competency Program (ENGETCOMP)~~
3. Competency Program for Technology Operations Coordinators ~~Operation Coordinators~~ National Monitoring and Distribution Centre (NMDC) Specialists (COMPTOC/NMDCCOMP)
4. Competency Program for Technical Flight Inspectors ~~Flight Inspection Technologist~~ (COMPFIT) ^{NA}

Testing of ~~Electronics~~ Technologists will be carried out as required to confirm that training objectives and competency requirements are being achieved. No record of examination scores will be issued, but this data will be kept for NAV CANADA Training Management use.

Regulatory requirements of the Canadian Aviation Regulations places the ultimate responsibility and accountability of ensuring competency standards on the Company. To this end, the parties will work together, as appropriate, to ensure the regulatory requirements are met for the various competency programs.



Housekeeping #2

49.09 **Transfer Out of the Bargaining Unit**

The seniority of an employee transferred to a position outside the bargaining unit shall continue to accumulate for a period of twelve (12) months or until the date of the return of the employee whichever is sooner.

At the end of the twelve (12) month period if the employee has not returned to the bargaining unit, seniority accrued up to the date of transfer shall be maintained.

Handwritten initials and a signature in the bottom right corner of the page.

Housekeeping #2

50.03 **Staffing of Level 1 Positions by Lateral Transfers**

...

- (b) Notwithstanding sub paragraph (a) above, NAV CANADA shall not be obliged to effect a lateral transfer of an Level 1 from an area control centre if the transfer creates a position vacancy where there is no eligible employee qualified by having sufficient relevant training and experience to be able to meet the requirements of the vacant position with training time not exceeding 50% of the training time normally required by an employee with no pertinent training for the position.

Handwritten signature and initials in the bottom right corner of the page.

Housekeeping #2

50.03 **Staffing of Level 1 Positions by Lateral Transfers**

...

- (c) NAV CANADA shall advise the employees and the Union of the training, including the relevant ~~Position Technical Qualification Requirements (PTQR's)~~ Competency Profile required for the vacant position.

Handwritten signature and initials in the bottom right corner of the page.

Housekeeping #2

50.06 **Staffing of Temporary Vacancies**

- (a) Temporary vacancies are vacancies caused by special projects, vacations, absences due to accidents or illness, leaves of absence or where a work requirement clearly exists for a limited time and is not anticipated to become a permanent ongoing need. A temporary vacancy may also result when an existing employee is assigned to a temporary vacancy per the above provision.
- (b) NAV CANADA may assign a temporary or regular employees to fill a temporary vacancies anticipated to be of less than twelve (12) months duration.
- (b) Temporary vacancies anticipated to be greater than twelve (12) months duration shall be staffed using the normal staffing procedures provided for in the present Article. Where NAV CANADA posts a temporary vacancy for competition the other of consideration shall be as follows:
 - (i) regular employees;
 - (ii) temporary employees;
 - (iii) external applicants.
- (d) A regular employee assigned to a temporary vacancy for a period of 12 months or less shall be returned to their original position at the end of the temporary assignment.
- (e) A regular employee assigned to a temporary vacancy for a period of more than twelve (12) months shall be reassigned to a position at the same level but not necessarily their original position at the end of the assignment.
- (f) If it becomes evident during the first twelve (12) months of a temporary assignment that it will not end in the foreseeable future, the position shall be staffed using the normal staffing procedures provided for in the present Article.



Housekeeping #2

50.16 NAV CANADA shall not reduce the minimum selection standards as follows:

- (a) A Secondary school diploma; and
- (b) Completion of an acceptable training program in electronics technology or an approved alternative

An approved alternative is an acceptable combination of education, training and/or experience.

NOTE: Normally an acceptable training program in electronics technology involves the completion of two to three years of post-secondary study in this subject.

In the event that NAV CANADA hires an external employee through a competitive process who NAV CANADA determines is qualified by way of the approved alternative as set out in clause 50.16(b), NAV CANADA will:

- (a) Provide the IBEW with a copy of the letter of offer;
- (b) Provide an outline as to how the individual met the approved alternative; and;
- (c) Provide an opportunity for a senior union representative to meet with the hiring manager.

Handwritten signature and initials in the bottom right corner of the page.


Housekeeping #2

51.03 Layoff

...

- (e) Applicable to employees hired after April 26, 2006 (not entitled to severance pay)
- (i) A surplus employee with less than seven (7) years of seniority who refuses an offer for an alternate position shall be terminated without any termination allowance.
 - (ii) A surplus employee with less than seven (7) years of seniority who is not offered an alternate position shall receive as a termination allowance; two (2) weeks pay first year of seniority plus one (1) week of pay for each year of additional seniority upon termination.
 - (iii) A surplus employee with seven (7) or more years of seniority but less than fifteen (15) years who is offered alternate position that requires relocation but the employee refuses to relocate, a termination allowance; of two (2) weeks' pay for the first year of seniority plus one week's pay for each complete year of additional seniority will be issued to the employee upon termination.
 - (iv) A surplus employee with seven (7) or more years of seniority but less than fifteen (15) years who is not offered an alternate position will be entitled to the NAV CANADA Departure Incentive Program (clause 51.09) upon termination.
 - (v) A surplus employee with fifteen (15) or more years' seniority who is offered an alternate position that requires relocation; ~~the employee~~ may refuse to relocate and would then be entitled to the NAV CANADA Departure Incentive Program (clause 51.09) upon termination.
- (f) An employee who accepts the NAV CANADA departure incentive payment ceases to be an employee of NAV CANADA.

Paul Cameron 21 Nov 2023

 21 Nov 2023





APPENDIX “C”

LIST OF ARBITRATORS

Atlantic

KUTTNER, Thomas S.
THISTLE, W. Wayne

Ontario

PARMAR, Jasbir
CAMERON, James
NEWMAN, Elaine
GEDALOF, Eli

Pacific

NICHOLS, Julie
KANDOLA, Koml
READY, Vince

Quebec

ROUSSEAU, André
GARNEAU, Dominic
GARZOUZI, Amal

Western

JONES, David Phillip, K.C.
NICHOLS, Julie
HALL, John
HUGHES, Mike

Expedited

TREMAYNE, Andrew

LOU 1-20
PUNCH CLOCKS

This letter will confirm an understanding reached with the International Brotherhood of Electrical Workers during the recently concluded negotiations. It was agreed that members of the Electronics Bargaining Unit would not be required to register attendance by means of a punch clock.

LOU 2-20

TECHNICAL INSTRUCTOR SPECIAL DISPUTE RESOLUTION MECHANISM

The purpose of this Letter of Understanding is to provide for a special mechanism for the resolution of the instructional staff issues listed below:

- Preparation Time Allocation
- Development Time Allocation
- Course Design Time Allocation
- Revision Time Allocation
- Instructor Contact Time with Students
- Technical Instructors Orientation

It is agreed that the above issues will be resolved in an expeditious manner by using the following procedure. The process will begin when an employee has an unresolved dispute involving any of the items described above.

Step 1 - Formal Complaint Stage

The employee will file a formal complaint in writing outlining the specific problem to the Authorized Management representative. A copy of this complaint will be provided to the Bargaining Agent representative. The Authorized Management representative will render a decision within five (5) days. The five (5) day time period may be extended upon mutual agreement between the Authorized Management representative and the Bargaining Agent representative.

Step 2 - Mediation Stage

If the employee is not satisfied with the decision reached in Step 1, they may request that a mediation shall be undertaken. The mediation will begin on a mutually agreed upon date as determined by the Director responsible for training and the Bargaining Agent representative. The Director will appoint a mediator after consulting the Bargaining Agent. The mediator will undertake to assist the Director and the Bargaining Agent representative to jointly render a decision within a two (2) day period.

LOU 3-20**VARIABLE WORK WEEK**

Notwithstanding the provisions of Articles 23 and 25, employees, with the approval of the Company, may complete their weekly hours of employment in a period other than five (5) full days provided that over a period, to be determined by the Company, employees work an average of thirty-seven and one-half (37 1/2) hours per week.

Requests for a variable work week must be made in writing and in compliance with the Canada Labour Code.

The variable work week request shall be reviewed considering the criteria required under the Canada Labour Code and the employer shall, as soon as possible and not later than thirty (30) days after receiving the request, give written notice to the employee of their decision. The notice in respect of a decision shall include written reasons for refusing the requested change or for not granting a part of it.

Notwithstanding anything to the contrary contained in the collective agreement, the implementation of any variation in hours shall not be deemed to prohibit the right of the Company to schedule any hours of work permitted by the terms of this agreement.

Annex "A" attached outlines the administrative procedures for variable work week arrangements.

ANNEX "A"

MEMORANDUM OF AGREEMENT BETWEEN NAV CANADA AND LOCAL 2228 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS FOR EMPLOYEES IN THE ELECTRONICS GROUP

The Company and Local 2228 of the International Brotherhood of Electrical Workers (IBEW) agree that notwithstanding the provisions of the Collective Agreement, the following conditions shall apply to employees on variable hours of work schedules pursuant to Letter of Understanding 3-20.

1. General Terms

The scheduled hours of work on any day, as set forth in the variable work week arrangement, may exceed seven and one-half (7 1/2) hours per day; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as defined by departmental policy and guidelines, and the daily hours of work shall be consecutive.

Such a work schedule shall provide that an employee's normal work week shall average thirty-seven and one-half (37 1/2) hours per week over the life of the cycle or variable work week arrangement.

2. Conversion of Days to Hours

The provisions of the Collective Agreement which specify days shall be converted to hours. Where the Collective Agreement refers to a "day", it shall be converted to seven and one-half (7 1/2) hours.

When an employee ceases to be subject to this Memorandum of Agreement, their credits will be converted to days by dividing the number of hours by seven and one-half (7 1/2) hours per day.

3. Adjustments

Any required adjustment between 7 1/2 hours per day and the employee's actual scheduled hours may take the form of make up time or deduction from accumulated compensatory leave or vacation leave, to be determined in advance of the implementation of the variable work week arrangement.

4. General Paid Holiday

- a) A general paid holiday or a lieu day is equivalent to 7 1/2 hours.
- b) When a general paid holiday falls on an employee's scheduled day off which results from the application of the variable work week, the general holiday shall be moved to a later date following consultation with the employee. If mutual agreement can not be reached, management will determine the day to which the general holiday is moved.

- c) When an employee to whom clause 26.04(d) applies works on a general holiday or the day to which the general holiday is moved, the employee shall be paid at the straight-time hourly rate for all regularly scheduled hours worked under the variable work week arrangement. Hours worked in excess of these scheduled hours will be compensated in accordance with Article 25. This principle shall also apply to non-operating employees.

5. Sick Leave

Employees previously earned sick leave credits (Article 19, clause 19.06) shall be converted to hours by multiplying the number of days by seven and one-half (7 1/2) hours. Leave will be granted on an hourly basis with the hours debited for each day of sick leave being the same as the hours the employee would have been scheduled to work on that day.

6. Vacation Leave

Employees shall earn vacation leave credits at the rates prescribed for their years of service, as set forth in Article 17 of the Collective Agreement, but shall be converted to hours on the basis of (1) one day equals seven and one-half (7 1/2) hours. Leave will be granted on an hourly basis with the hours debited for each day of vacation leave being the same as the hours the employee would have been scheduled to work on that day.

7. Other Types of Leave

The days available where specified in the Collective Agreement shall be converted to hours by multiplying the number of days by seven and one-half (7 1/2) hours. Leave will be granted on an hourly basis with the hours debited for each day of leave being the same as the hours the employee would have been scheduled to work on that day.

8. Overtime

All employees will be paid at their straight-time hourly rate for all work performed during their regularly scheduled hours of work under the variable work week arrangement. Hours worked in excess of these scheduled hours will be compensated in accordance with Article 25. Compensation for all work performed on a day of rest will be paid in accordance with Article 24. Work performed on an "earned day off" (EDO) resulting from the application of the variable work week arrangement will be paid at time and one-half (1 1/2) for all hours worked provided the EDO cannot be re-scheduled and an EDO shall not be considered as a day of rest for the purposes of Article 24.

9. Training and Travel

Where training and/or travel is involved, an employee may be taken off the variable work week schedule.

10. Termination

Local management may terminate or amend a variable work week arrangement following thirty (30) days' written notice, providing that prior discussions on the termination have been

held. The notice in respect of a decision to terminate an existing variable work week arrangement shall include written reasons for terminating the arrangement or amending the arrangement.

11. The foregoing is not intended to cover all terms and conditions of variable work week arrangement.

LOU 6-20

NAV CENTRE GRADUATION MEALS

The purpose of this letter is to define the eligibility criteria for grad meals and the entitlements under this program.

Eligibility Criteria:

To be eligible for this program, an employee must complete a course involving a minimum stay of two (2) weekends.

Entitlement:

The employee may claim an expense of one per diem dinner meal allowance at the rate in the NCJC Travel Program.

LOU 8-20

COMPENSATION FOR TOC AND NMDC PAID MEAL BREAK

NAV CANADA agrees to implement the following application of Clause 23.05(e) of the Collective Agreement for TOC paid meal breaks:

Employees who currently provide 24 hour coverage, (TOCs and NMDC Technologists) shall accrue 1/2 hour per regularly scheduled shift worked in accordance with clause 23.05(e). This accrued time shall be built into the shift schedule for purposes of liquidation and shall be deemed a day of rest.

Any individual shortfall of hours of work over the averaging period will be made up by the employee providing a leave form at the end of the leave year. Any time not liquidated at the end of the fiscal year in which it is earned will be paid in cash.

Prior to any future application of Clause 23.05(e) to employees other than TOCs and NMDC Technologists, NAV CANADA will consult with IBEW regarding the implementation and national application of this clause.

LOU 9-20

OVERNIGHT HOTEL ACCOMMODATIONS

Overnight hotel accommodations may be provided when employees are required to undergo quick shift changes. Such requests shall be made by the employee and not be unreasonably denied.

In cases where an employee is not provided advance notice of the quick change and they utilize overnight hotel accommodation, the employee shall be entitled to claim a breakfast per diem as set out in the NCJC Travel Program.

LOU 10-20**IBEW/NAV CANADA JOINT TECHNICAL COMMITTEE****Purpose**

The purpose of these terms of reference is to establish a joint IBEW/NAV CANADA standing committee constituted to provide a strategic overview to the union and its members on innovations in the technology used to operate and maintain the ANS, with specific emphasis on the technology used by the ANS-TEC.

Through this committee IBEW members will be provided with an opportunity to discuss and explore how the future ANS technology plans affect their role in NAV CANADA.

Role

This joint committee will review the future ANS Plans and may make recommendations on the deployment and maintainability of the new technology.

Term

This committee shall stand until dissolved by the Vice President and Chief Technology and Information Officer or the IBEW Business Manager; however, these terms of reference shall normally be reviewed and amended as mutually agreed.

Milestones

The Committee shall meet semi-annually, or as mutually agreed and shall publish minutes and action items on a regular basis. Communications on the actions and outcomes of this advisory committee shall be made available to all stakeholders on a regular basis.

The Committee shall be jointly chaired by both parties and shall convene meetings at a time and place convenient to the membership.

Composition of the Joint Technical Committee (JTC)

Membership on the JTC shall consist of the following:

NAV CANADA

6 Members

IBEW

6 Members

Other representatives or resource individuals may be added as mutually agreed.

Administration

The NAV CANADA ANS Technology co-chair shall provide the secretariat which shall be responsible for the preparation and circulation of agendas, minutes and the circulation of presentations of other material.

With regard to compensation for participating in the works of the Committee, the following arrangements shall apply to the IBEW representatives:

Travel

Any reasonable authorized travel expenses as prescribed in the NAV CANADA Joint Council Travel Program shall be allowed.

Time spent on Committee Work

Work performed on normal days off by IBEW members shall be reimbursed as far as possible on a day-off for day worked basis. Should this method of reimbursement not be possible, compensation shall be in equivalent cash.

LOU 11-20

MODULARIZATION OF ELECTRONIC EQUIPMENT TRAINING COURSES

This memorandum will confirm NAV CANADA's agreement to continue the modularization of Electronic Equipment training courses into segments not exceeding three to four weeks, wherever possible and practicable.

New courses being developed now and those to be developed in the future will be done so recognizing the benefits to be derived from modularization.

LOU 13-20COMPETITIVE PROCESS REVIEWAs per our current agreement, the Business Manager will continue to have access to the competition file following the completion of a competition process in order to perform an audit of the selection process. The information, provided in the presence of Human Resources, shall consist of all pertinent applicant information and assessments of the applicants.

LOU 14-20**DRUG AND ALCOHOL POLICY**

This letter of understanding addresses the implementation of a new Drug and Alcohol Policy by the Company.

Considering the impossibility of anticipating all implications to the membership that the policy may have, the parties agree to the following:

- Within thirty (30) days of written notice from either party, meaningful consultations shall occur over work-life balance issues arising from the Drug and Alcohol Policy, specifically an employee's entitlements and/or arrangements under standby, call-back, hours of work, day of rest and premiums;
- By mutual agreement, the parties may amend the terms of the collective agreement to deal with such issues arising from the policy;
- The union reserves the right to grieve the implementation of the policy as being arbitrary, discriminatory, in conflict with the terms of the collective agreement, or in bad faith.

LOU 15-20**SHORT NOTICE TRAVEL PREMIUM**

The below agreement provides some further clarification around the administration of the Short Notice Travel Premium, under Article 27, clause 27.10 of the collective agreement.

1. For purposes of short-notice travel premium, “notice” is deemed to have been given to an employee when all of the following conditions are met:

- The employee is instructed to travel to a specified location;
- The departure date, proposed return date and destination are all provided to the employee; and
- The employee is authorized to commit NAV CANADA funds and make the necessary travel arrangements. If all of the above conditions are met and forty-eight (48) hours or more notice is provided, then no premium is payable (except in case of change of itinerary below).

2. An employee is eligible for the short-notice travel premium when:

- An employee is in travel status requiring overnight stays; and
- The travel is extended such that it results in the employee being required to secure additional hotel accommodation due to delayed travel as a result of weather conditions or changes made on the part of the carrier or the travel is extended such that it results in the employee being required to secure different hotel accommodation in another work location; and
- The employee was provided less than forty-eight (48) hours notice of the extension.

Together this means that if the employer provides at least forty-eight (48) hours’ notice of a trip or a change in itinerary (even if it extends the trip), and then no premium is paid.

An employee who qualifies for the premium under article 27.05 paragraphs (f) or (g) will not be entitled to the premium outlined above.

LOU 16-20**SHORT NOTICE TRAVEL PREMIUM TECHNICAL FLIGHT INSPECTORS**

The below agreement provides some further clarification around the administration of the Short Notice Travel Premium, under Article 27, clause 27.10 of the collective agreement for Technical Flight Inspectors.

1. For purposes of short-notice travel premium, “notice” is deemed to have been given to an employee when all of the following conditions are met:

- The employee is scheduled to travel; and
- The departure date and proposed return date are all provided to the employee.

If all of the above conditions are met and forty-eight (48) hours or more notice is provided, then no premium is payable (except in case of change of itinerary below).

2. An employee is eligible for the short-notice travel premium when:

- An employee is in travel status requiring overnight stays; and
- The travel is extended; and
- The employee was provided less than forty-eight (48) hours notice of the extension.

Together this means that if the employer provides at least forty-eight (48) hours’ notice of a trip or a change in itinerary (even if it extends the trip), and then no premium is paid.

LOU 17-20**OVERTIME AND COMPENSATORY TIME OFF**

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

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

Overtime

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

Effective April 1, 2014 first 50 hours of overtime (actual time worked) shall be paid at the 1.5X rate except that where the current collective agreement provides for 2X rate of pay.

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

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

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

Compensatory Time Off

Effective April 1, 2020, employees can accumulate a maximum of 112.5 hours of time off in lieu of overtime in a vacation year. This bank of time off in lieu cannot be replenished within the vacation year. Time off in lieu earned and not liquidated by the end of the vacation year shall be paid out. Under special circumstances, the manager may approve an employee's request to carry over unused banked hours into the following vacation year. Such hours would not reduce the employee's entitlement to bank TOIL in that year. An exception to the carry over rules described herein are outlined in paragraph 25.08 (e) of the collective agreement.

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

The existing banks of outside Headquarters TOIL are frozen but may be liquidated under the existing terms of the agreement.

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

Overnight Travel Premium banks (27.09) are not subject to a maximum and do not form part of the 112.5-hour maximum.

This Letter of Understanding will expire on December 31, 2023.

LOU 19-20**MANAGEMENT DEVELOPMENT ASSIGNMENTS**

The following represents the terms and conditions for employees represented by the IBEW who are selected to participate in NAV CANADA's Management Development Assignments (MDAs).

Such terms and conditions may be amended by mutual agreement of the parties. Either party may discontinue new arrangements made pursuant this agreement by giving the other party thirty (30) days written notice.

Duration:

The assignments made under the MDA program may be up to twelve (12) months in duration. The MDA assignment may only be extended by way of mutual agreement between NAV CANADA and IBEW. MDA assignments do not take affect until a signed copy of the offer letter has been provided to the Local's Business Office.

Compensation and Leave:

Compensation shall be subject to an agreement made between the MDA candidate and NAV CANADA.

Leave provisions will continue to be based on the employee's Collective Agreement. Any requests for leave should be made to the employee's manager and supported by documentation as required in this Collective Agreement.

General Terms and Conditions:

1. MDAs are subject to Local 2228 Executive Board Approval.
2. The employee is not a member of the bargaining unit and as such is unrepresented during the period of the assignment and not covered by the terms of the collective agreement with the exception of the leave provisions.
3. The employee may apply on bargaining unit positions in accordance with article 50.04 (d) "Applications from Outside of the Bargaining Unit" of the collective agreement.
4. The employee may return to the bargaining unit following a period of assignment provided this does not result in the displacement of employees as described in article 51 of the collective agreement.
5. The employee shall retain but not accumulate seniority during the period of the assignment.
6. The employee continues to accumulate "service" during the period of the assignment.

7. The employee is required to pay full working dues during the period of the MDA. Payment arrangements will be made directly with the Union and shall be made in advance of the assignment by way of a post-dated cheques.

Assignment and Evaluation:

While an employee is expected to fulfil most regular functions of this management position during their assignment. The following limitations in scope of action are applicable:

- the employee will not be involved in hire, fire, or staffing decisions;
- the employee will not perform work normally performed by members of the bargaining unit;
- the employee will not be involved in confidential matters with respect to labour relations; and
- the employee will not be involved in strategic planning.

LOU 21-20**DEVELOPMENT PROGRAM**

This letter is to confirm NAV CANADA's and Local 2228 of the International Brotherhood of Electrical Workers (IBEW) desire to establish and implement an experience and duration-based development program for specific jobs mutually agreed upon by NAV CANADA and Local 2228 of IBEW. The use of the development program in order to staff a vacancy shall also be mutually agreed upon by NAV CANADA and Local 2228 of IBEW.

The intent of this program would permit certain identified positions to progress to the next level through qualification rather than competition.

During the creation of the development program NAV CANADA and Local 2228 of IBEW agree to review Article 50, to determine the order of staffing. However, it is agreed that the provisions of Article 50, Staffing, will apply when initially staffing these development positions. Progress to the next level shall occur outside of the provisions of Article 50, Staffing.

The implementation of the Development Program requires mutual agreement between NAV CANADA and Local 2228 of IBEW. The parties shall meet within a 90-day period following ratification of the collective agreement to commence discussions regarding the creation of a development program.

In the interim, until a Development Program is established, NAV CANADA and Local 2228 of IBEW will mutually agree in one-off situations to create a customized development plan.