
COLLECTIVE BARGAINING 2011-03

As of March 8, 2011

HIGHLIGHTS

The Arbitration Board, headed by Mr. Brian Keller, has delivered the collective bargaining Arbitration Award. Along with Mr. Keller's appointment, Ron Smith (union nominee) and Mary Gleason (employer nominee) made up the other members of the three-person panel. The mediation/arbitration process included an ability to have further discussions/negotiations in front of a third-party and an ability to have any outstanding issues referred to and decided by that same Arbitration Board. The decision shall be considered final and binding on the parties.

The decisions indicated in the award are ones made by the Arbitration Board. The changes contained in the Memorandum of Settlement (MOS) were agreed upon with the "assistance" of the Arb Board. For further clarification on any issues contained herein please consult the attached decision and the MOS (both attached) or contact any member of the Bargaining or Contract Committee. These members include Derek Yakielashek, Ruth Beilman, Yvon Larouche, Jim Nauss, Wayne Lorenzen, John Baldwin, Jack DeArmond, Serge Limoges, Ed Martin, Larry Mefford, Blaine Mills and Mark Telewiak.

Duration: A one-year agreement, from May 1, 2010 to April 30, 2011.

Pay increases: Cumulative increases to all salaries of 2.5%. All increases are fully pensionable and are in addition to any increases realized due to Classification.

Weekend premium increases: This premium will increase by 66%, now \$1.25 per hour.

New Isolated Post Vacation Lump-sum Option: A two-year trial will allow members residing in IPA locations to now have the option and flexibility of an un-receipted, 90% lump-sum cash payout of the value of their IPA vacations for them and their dependents, in addition to their ability to chose a receipted, 100% reimbursed vacation.

Retroactivity: Full retroactivity on wages back to May 1, 2010.

Child care: Formation or inclusion on a joint union/company committee to examine and discuss solutions to child-care related issues.

Employment security: New "green-circling" salary protection for Level of Service induced bidding or transfer to a location with a lower classification.

Employment security: LOU-12 (Nav Canada Departure Incentive Program) will be amended to remove the criteria for the eligibility requirement to receive \$7,000.00 for re-education/financial planning if the DIP offer is due to a Level of Service initiative.

Employment security: LOU-14 (Tech Change – Gander IFSS) will be amended to remove the requirement for pre-screening testing/interviews for ATC positions at the Gander ACC.

Pensions: There will be new language inserted into the Collective Agreement that states the Company **cannot** discontinue the Pension Plan as it pertains to ATS 2245 CAW members.

Definition of occurrence: now means more than half a shift, to count against uncertified sick leave.

Health Benefits: Just prior to this round of negotiations, your Local was instrumental in bargaining the new Drug Card and an annual \$750.00 Health Spending Account, which can be used for reimbursement of Company-requested sick leave certificates. These issues do not form any part of the collective agreement.

Women's Advocate Program: Discussion and inclusion of Local 2245 in the Nav Canada-sponsored/CAW-designed confidential program to establish a referral agent who will help women in the BU with issues such as domestic or workplace assault, discrimination, counselling, harassment, etc.

Double-time overtime on midnight date change: As of date of signing, regardless if your station is on an Appendix D schedule or not, double-time overtime will automatically begin at midnight on your second day of rest, provided you have worked overtime at time-and-one-half on the previous day. For example, if your first midnight shift goes from 11:00 P.M. until 7:00 A.M., you will get time and one-half from 11:00 P.M. to midnight and then double time from midnight to 7:00 A.M. The current language of the agreement supports this application, but due to past practices, inconsistencies in application from site to site and new technology a new understanding has been reached.

Restrictions eliminated from Family-related Leave: Issue-related maximums in this clause have been removed, meaning you can use the entire amount for any of the issues described in that clause.

New Seniority Bid sites: Deer Lake, Mirabel and Sudbury are now included as bid sites. Williams Lake has been removed from the bid list in LOU-2.

Arctic Work Week Issues: Stronger language has been added to LOU-9 and the agreement to clarify when a short-notice shift change payment is applied to a schedule with built-in overtime and additional conditions to stabilize schedule changes at select, listed sites.

Other changes include: rejection of the sick leave buy-out (as per the decision, there was no business case due to low usage of sick leave and low backfill/1.5 OT rate coverage); rejection of double-time overtime - whether it be for operational or



**Air Traffic Specialists
Local 2245 CAW Canada
Spécialistes de la Circulation Aérienne
Section locale 2245 TCA Canada**



non-operational personnel; all vacant Team Supervisor positions must be filled via competition; elimination of magnetic tape change premium; clarification of July 1 holiday.

NO CONCESSIONS: The following are Company proposals that were discussed but declined: alteration of severance pay; mandatory enrolment in Option B of the pension plan; change the order of staffing; remove some seniority provisions; remove bumping rights; alter seniority bidding.

The Bargaining Team thanks the membership for its patience and would also like to thank the members of the Contract Committee for their valuable input and advice. As the duration of this contract is short, the Local anticipates going straight back into bargaining soon. At recent shop steward training seminars, ideas were discussed on the approach to the next round of bargaining. If you have any questions or ideas for the next approach please contact your regional VP.

The Bargaining Committee, Air Traffic Specialists Local 2245 CAW-Canada

In The Matter of an Arbitration For the Renewal of the Collective Agreement

Between

NAV CANADA [employer]

And

Air Traffic Specialists, Local 2245, CAW Canada [union]

Before: M. Brian Keller, Arbitrator
Mary Gleason, employer nominee
Ron Smith, union nominee

Appearances: Jacques Emond and others for the employer
Joel Fournier and others for the union

Hearing in Ottawa January 9, 10 and 16, 2011

Award

The employer is a private, non-share capital company. It is regulated by the Federal government on safety performance. It controls the second largest airspace in the world with over 11.7 million aircraft movements in over 18,000,000 km² of airspace. It employs over 5,000 employees.

Close to 90% of the employees are unionized. They are represented by eight bargaining agents. This bargaining agent represents employees in three Locals. One is Local 1016 representing approximately 294 employees. Their collective agreement will expire on June 30, 2011. The second is Local 5454 [Air-Traffic Controllers] which represents approximately 2,100 employees. Their collective agreement expires March 31, 2011.

There are approximately 750 Flight Service Specialists represented by Local 2245. The majority are located at 57 airports across the country providing Airport Advisory Services. More than 200 are located in eight centers known as Flight Information Centers providing mainly flight information services. Approximately 55 specialists located in Gander provide International Flight Information Services. Their collective agreement expired on April 30, 2010.

The parties engaged in collective bargaining in February, March and June 2010. Unfortunately, they could not agree on all the terms to renew their collective agreement. This Board was appointed by the parties to resolve the remaining issues. The procedure agreed to by the parties was a mediation/arbitration process. That is, the Board would engage the parties in mediation and, failing agreement on all outstanding issues, would issue an award to deal with those matters remaining in dispute based on the submissions made and the documents filed during mediation.

Unfortunately, while the parties made significant progress during mediation, some issues remained unresolved. Accordingly, this award is made to deal with those issues.

The collective agreement to be binding on the parties shall consist of those matters agreed to by the parties to the date of this award as well as what is specifically awarded by the Board. Unless the parties agree otherwise, or unless another effective date is specifically provided, matters awarded by the Board come into effect the date of the award.

This Board remains seized to deal with any issue arising from the application, interpretation or administration of any part of this award. The employer shall be provided with 120 days to implement the terms of this award. If an extension beyond

120 days is required, the employer may make submissions to the Board for consideration.

In considering the issues in dispute, the Board has taken into account the principles typically considered by interest arbitrators. Implicit in that is that we have considered the collective agreement as a whole and have focused not just on the remaining issues in dispute put before us. We have reviewed what the employer has negotiated with other bargaining units, and while that was, to some extent instructive, ultimately the Board must consider what is appropriate for employees of this bargaining unit. Therefore, while employees in another bargaining unit may enjoy some terms and conditions of employment that would appear to be superior to those enjoyed by employees in this bargaining unit that of itself is not determinative. It is the role of the Board to determine what is appropriate for this bargaining unit taking into account all the provisions of the collective agreement, what was already negotiated between the parties, historical relationships and demonstrated need.

The Board, of course, has also taken into account, to the extent possible, what it considers would likely have resulted if the parties had been able to conclude the collective agreement without the assistance of a third-party [the replication principle].

Weekend Premium

The Board awards an increase in the weekend premium to \$1.25 per hour. This amount is consistent with what other employees are receiving. Although the union sought an increase of \$1.25 per hour to bring it to \$2.00 on the basis that another bargaining unit had received an increase of \$1.25 per hour, that ignores the fact that the other bargaining unit had no weekend premium prior to that round of bargaining. Accordingly, what is important to this Board with respect to this matter is to ensure that, at least for this round of bargaining, employees in this bargaining unit receive no less a weekend premium.

Retraining/Financial Planning allowance

The current collective agreement provides employees who involuntarily lose their employment through organizational or technological change an allowance of \$7,000 for financial planning, tax advice, re-education or other transition assistance. However, this allowance is only payable if the affected employee is not eligible for an immediate pension upon termination. The union sought to expand those eligible for this assistance to employees who involuntarily lose their employment as a result of level of service changes. The Board so awards and, accordingly, this allowance shall apply to those

who are currently entitled to receive it and to employees who involuntarily lose their employment directly as a result of level of service changes, regardless of whether or not they are eligible for an immediate pension on termination.

Pensions

Both parties have extensive proposals dealing with pensions. After considering the competing interests of the parties, the Board considers it reasonable to award the introduction of a voluntary non-contributory pension option and to go no further in light of the short duration of the present collective agreement and the fact that the parties will soon be again engaged in collective bargaining. The following language shall be included in the collective agreement. In addition, the parties shall sign a Memorandum of Agreement, in terms similar to those contained in the memoranda between NAV CANADA and its other bargaining agents whose collective agreements contain language similar to that which we have awarded. Such Memorandum shall form part of the collective agreement between the parties.

ARTICLE new

PENSIONS

Members of the Air Traffic Specialists, CAW Local 2245 bargaining unit are entitled to the benefits of the NAV CANADA Pension Plan.

Only the following specific Articles of the NAV CANADA Pension Plan (Effective January 1, 2009) are deemed to be included in the collective agreement:

- Article 2 - Eligibility and Membership
- Article 3 - Crediting of Service
- Article 4 - Contributions
- Article 5 - Benefits on Retirement, Termination or Death
- Article 6 - Maximum Pension Benefits
- Article 7 - Payment of Pensions
- Article 13 - Marriage Breakdown (including also subsection 14.7 for completeness)

Part A

- Article A2 - Service
- Article A3 - Contributions

Article A4 - Retirement Benefits
Article A5 - Post Retirement Death Benefits
Article A6 - Termination of Services
Article A7 - Pre-retirement Death Benefits
Article A8 - Disability Benefits
Article A9 - Inflation Adjustments for Pensions in Payment

Definitions set out in Article 1 and Article A1 are included inasmuch as they would be required to interpret one of the articles listed above.

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 CAW 2245.

The company may offer, on a voluntary basis to all new employees as of March 7, 2011 and to any existing employees on a one time, prospective and irrevocable basis, a new voluntary non-contributory option. After being given the appropriate amount of time to review the two pension options, a new hire who declines the voluntary option shall be required to join the current contributory NAV CANADA Pension Plan. The terms of this option, given its voluntary nature, will be determined solely by the Company.

LOU 14

The parties are to modify the Letter of Understanding 14 to provide that the employer agrees to waive the pre-screening and/or interviewing requirements for employees of the bargaining unit in Gander who are impacted by technological change who have an interest in training for an ATC position in Gander and where positions are available.

Gander IFSS

The union proposal is not awarded. The issue of classification has recently been dealt with, and agreed to, by the parties. As a result of that agreement, a process was established to review jobs. It was a process involving a third-party, as well as nominees to represent the respective interests of the parties. A unanimous award was issued on November 8, 2010 regarding job hierarchy and a further award, dealing with pay bands, issued on February 16, 2011. In the event that there are issues remaining following the second award, it is our understanding that there is a process to seek review of matters dealt with.

Although it has not been put forward as such, the matter before this Board is really, in our view, a classification issue. As such, it is not appropriate for this matter to be dealt with in this forum given that the parties have specifically provided for a process to consider this issue.

Double-time

The union proposal is not awarded. Before a board awards a proposal such as this, which is a costly monetary item, compelling reasons must be put forward. An arbitration board is not likely, and we are not, going to award this proposal on the basis only that employees in another bargaining unit enjoy this benefit.

Sick Leave

The union proposal is not awarded. It proposed making several changes to the sick leave provisions in the collective agreement, including amending the agreement to provide that employees with 20 or more years service will be paid out half their accumulated sick leave upon retirement. The union argued that as this provision was included in the collective agreement with CATCA, it should also be included in this collective agreement. Both parties made detailed presentations to the Board on the issue. We conclude that the employer had a rational business case for introducing the plan for the CATCA bargaining unit. No such business case was proved for this bargaining unit. Accordingly, we reject the union's claims for amendments to the sick leave provisions in the collective agreement.

Severance Pay

The employer had made representations to address the liability associated with severance pay. In light of the short duration of this agreement and that the parties will soon be engaged in collective bargaining, the Board has made no award in this regard.

Staffing

The employer sought to make changes to the staffing provision in a number of areas. One area in particular that the Board felt compelled to address is that of the staffing of supervisory positions. The current collective agreement contemplates the ability for a supervisor to transfer from a supervisory position at one location to a supervisory position at another location provided both positions were at the same level. The

employer's view was that all such positions should be subject to the competitive process. The Board concurs with the submissions of the employer and so awards.

Salary

The Board awards the following salary adjustments:

Effective May 1, 2010 – 1.0%

Effective November 1, 2010 - 1.5%

Retroactive payments for wages only will be made only to current employees as of March 2, 2011, and former employees who have retired or died since May 1, 2010. No retroactive payments will be made to former employees who have resigned or who have been terminated between May 1, 2010 and March 2, 2011.

Dated at Ottawa, this 7th day of March, 2011.

M. Brian Keller

M. Brian Keller
Chair

I Concur

Mary Gleason
Employer nominee

I Concur

Ron Smith
Union Nominee

MEMORANDUM OF SETTLEMENT

BETWEEN

Air Traffic Specialists Local 2245 CAW - Canada

("UNION")

AND

NAV CANADA

("EMPLOYER")

The Union and the Employer agree that the existing collective agreement, this Memorandum of Agreement (modifying the existing collective agreement) together with the arbitration decision issued by Brian Keller on March 7, 2011, the arbitration decisions of Tom Hodges dated November 9, 2010 and February 16, 2011 shall form the new collective agreement between the parties:

1. DURATION

- Duration, 1 year
- May 1, 2010 – April 30, 2011

2. RETROACTIVITY

All terms and conditions outlined in this Memorandum are effective March 7, 2011.



3. SIGNED ARTICLES

ARTICLE 2 INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

(p) "Occurrence" means a shift or part of a shift more than half of a shift.

ARTICLE 17 GRIEVANCE AND ARBITRATION PROCEDURE

17.04 Dispute Resolution

(c) *Grievance Step 2*

- (i) Failing settlement being reached at Step 1, the authorized Union representative on behalf of the employee(s) concerned, may within fifteen (15) 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 Director of Labour Relations or authorized designate.~~ the NAV CANADA authorized representative.
- (ii) ~~The Director of Labour Relations or authorized designate~~ The NAV CANADA authorized representative shall discuss and attempt to resolve the grievance with the authorized Union representative and render a written response to the grievance and provide a copy to the employee(s) concerned and the Union representative no later than thirty (30) days following receipt of the grievance at Step 2.

17.06 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 ~~Director of Labour Relations or authorized designate~~ NAV CANADA authorized representative or the

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authorized Union representative, in writing by registered mail of its intention to refer the dispute to Arbitration.

**ARTICLE 22
DISCIPLINE AND EMPLOYEE FILES**

22.02 Information

The Company agrees to make available to each employee covered by this agreement the NAV CANADA Code of Business Conduct ~~and the NAV CANADA Discipline Policy~~ and any subsequent amendments made to **either this** policy.

**ARTICLE 27
GENERAL HOLIDAYS**

27.01 Employees shall receive the following paid general holidays:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) ~~Canada Day, July 1st~~
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year that, 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 additional

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day is recognized as a provincial or civic holiday, the first Monday in August,

and

- (l) one additional day when proclaimed by an Act of Parliament as a National Holiday.

**ARTICLE 30
OTHER LEAVE WITH OR WITHOUT PAY**

30.08 Leave with Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children, (including children of legal or common-law spouse), parents (including step-parents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Company shall grant leave with pay under the following circumstances:
 - (i) An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize his or her absence from work; however, when alternative arrangements are not possible, an employee shall be granted ~~up to seven decimal five (7.5) hours time off~~ for a medical or dental appointment when the dependent 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 requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible;
 - (ii) ~~Up to fifteen (15) consecutive hours of leave~~ Leave with pay to provide for the immediate and temporary care of a sick member of the employee's family, and to provide an employee with time to make alternative care arrangements where the illness is of a longer duration;

- (iii) ~~Fifteen (15) hours of leave~~ 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) and (iii) shall not exceed thirty-seven decimal five (37.5) hours in a leave year.

ARTICLE 32 HOURS OF WORK AND OVERTIME

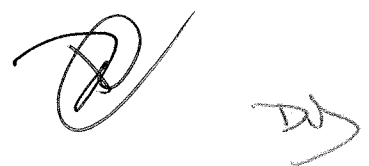
32.07 An employee's shift schedule shall cover a period of at least fifty-six (56) days and shall be posted fifteen (15) days in advance of its starting date. Every reasonable effort will be made by NAV CANADA to minimize changes to an employee's days of rest. If an employee is given less than ten (10) days' advance notice of a change in his or her shift schedule (including changes to overtime shifts for employees working at an Arctic Work Week location when such overtime shifts forms part of their normal hours of work), he or she will receive a premium rate of time and one-half (1 1/2) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid for at the hourly rate of pay. Such employee shall retain his or her previously scheduled days of rest next following the change or if worked, such days of rest shall be compensated in accordance with the overtime provisions of this Agreement.

ARTICLE 35 PREMIUMS AND ALLOWANCES

35.03 On-the-Job Training Allowance

When a Flight Service Specialist (FSS) in an operating unit is assigned to provide on-the-job training to an FSS who requires training to operate at that unit, the trainer shall be entitled to receive \$8.50 per hour (to be included in pensionable earnings) for each complete hour or portion thereof during which he or she provides such training.

ARTICLE 40 SENIORITY

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40.02(c) Seniority for employees who are not required to take any form of pre-qualification training ~~at NCTI~~ will be the date of hire (or rehire, in the case of former employees) as a Flight Service Specialist

LETTER OF UNDERSTANDING NO. 2

Mr. Derek Yakielashek
Air Traffic Specialists Local 2245 CAW Canada
23-845 Dakota Street, Suite 413
Winnipeg, Manitoba
R2M 5M3

Dear Mr. Yakielashek:

Re: Staffing - Seniority Bid Program - Article 38.04 – Area of Selection

The following locations shall be staffed in accordance with Article 38.04 - Seniority Bidding:

National Area of Selection

Halifax	London	Whitehorse	Winnipeg
Quebec City	North Bay (FIC)	Edmonton	Kamloops (FIC)
Charlottetown	St. Catharines	Peace River	Kamloops (AAS)
	Brandon	Red Deer	Nanaimo
Saint John	Lethbridge	Campbell River	Penticton
Mont-Joli	Medicine Hat		Victoria
Kingston	Grande Prairie	Castlegar	North Bay (AAS)
Regina	Saskatoon	Cranbrook	Gatineau
Thunder Bay	Sault Ste Marie	Sudbury	Mirabel
Deer Lake			

The above list shall be reviewed annually, and any changes shall be by agreement of both parties.

LETTER OF UNDERSTANDING NO. 5

Changing of Magnetic Tapes - delete

LETTER OF UNDERSTANDING NO. 9

Mr. Derek Yakielashek
Air Traffic Specialists Local 2245 CAW Canada
23-845 Dakota Street, Suite 413
Winnipeg, Manitoba
R2M 5M3

Dear Mr. Yakielashek:

Re: Arctic Work Week

As agreed to during negotiations, the Union and the Company shall file a joint application under Section 171 of the Canada Labour Code with regard to the continuing of the Arctic Work Week at the following sites:

- Iqaluit
- Kuujjuaq
- ~~Kuujuarapik~~
- La Grande
- Rankin Inlet
- Norman Wells
- Inuvik

The normal hours worked for the above locations shall not be amended unless one (1) year's notice is provided by the employer. At the time of such notice, the Union may indicate its intent to rescind the agreement to have the affected location(s) participate in the Arctic Work Week arrangement. If the Union rescinds its agreement, the effective date of returning to the hours of work set out in Article 32 will be the end of the notice period.

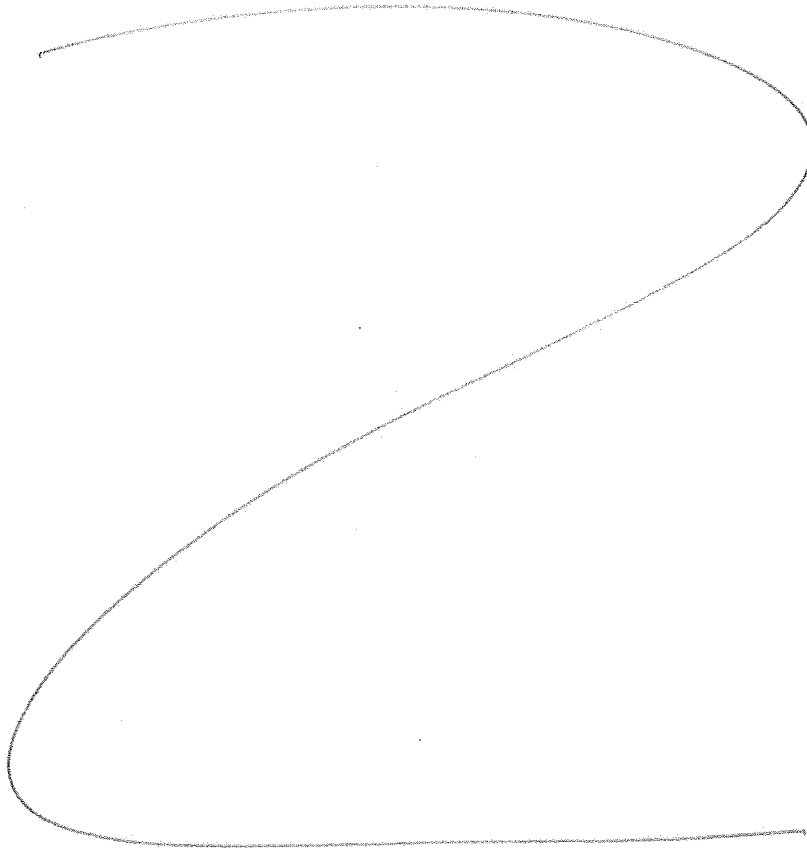
It is agreed that the present list of locations working an Arctic Work Week may be modified by mutual agreement of the parties.

Article 42

Re: Salary Protection

In the event that an employee is at a location that is impacted by a level of service review where their position is surplus to requirements and the employee is successful in a seniority bid or a transfer to a position at a lower classification than the position they currently hold, the employee will be "green circle" salary protected so long as they occupy this new position,

"Green circle" for the purpose of this letter shall mean that the employee shall continue to receive his/her current rate of pay including negotiated adjustments and increments. For clarity, the salary rate would be subject to economic and incremental increases until the employee vacates the position or the applicable maximum salary for the position under the classification system meets or exceeds the maximum of the protected salary range.



[Handwritten initials]
[Handwritten initials]

4. **Childcare**

The Union and Company agree that within six months of signing the collective agreement, the Union and Company agree to establish a joint steering committee to oversee childcare related initiatives.

The Union and Company agree to establish a Working Group whose objective will be to lead a feasibility study into the issue of workplace childcare facilities.

5.: **Women's Advocate Program**

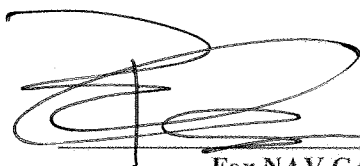
The Union and Company agree to establish a working group whose objective will be to develop recommendations pertaining to a Women's Advocate Program.

The program will recognize the needs for women to have access to reference services in a confidential and supportive environment in response to issues such as sexual assault, violence, harassment, anger management, suicide prevention, depression, marital issues to name but a few.

DATED at Ottawa this

gtd

day of March, 2011



For NAV CANADA



For the Union

MEMORANDUM OF AGREEMENT

between

Air Traffic Specialists Local 2245 CAW-Canada

“the Union”

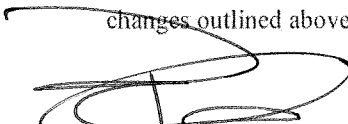
and

NAV CANADA


“the Company”

During bargaining, the parties agree to enter into the following two-year trial agreement:

1. Employees at IPA sites will be provided an option to select a non-accountable payment in lieu of the Vacation Travel Benefits provided in the NCJC Isolated Posts Program.
2. The amount of the non-accountable payment shall reflect 90% of the Annual Air Fares for Vacation Travel Expenses for their location as established by the NCJC pursuant to the IPA Program.
3. The details of the trial including any transition arrangements will be subject to the mutual agreement of the parties.
4. This trial shall be in force effective upon date of signing and re-evaluated in two years. If the changes outlined above are incorporated into the NCJC, this agreement shall be terminated.



For the Company



For the Union

Dated this 02 day of March 2011