

NAV CANADA JOINT COUNCIL BY-LAWS

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**NAV CANADA BENEFITS COUNCIL
BY-LAWS**

1. Introduction

1.1 Purpose and Scope

1.1.1 The purpose of Council shall be to promote the efficiency of NAV CANADA and the well-being of those employed by the corporation by providing for regular consultation between NAV CANADA and bargaining agents on behalf of employees.

1.1.2 Council may agree to consult on any benefit or condition of work of service-wide applicability.

1.1.3 At the time Council agrees to consult on a matter, it shall be further agreed as to whether the matter shall be deemed to constitute part of the collective agreements between the parties or not.

1.1.4 Council may develop, as required, councils on a regional or other sub-structure basis as appropriate.

2. Structure

2.1 Membership

2.1.1 Council shall consist of representatives of the corporation and the certified bargaining agents.

2.1.2 The representatives appointed by the corporation shall form the employer side of Council.

2.1.3 The representatives of the bargaining agents shall form the bargaining agent side of Council.

2.1.4 The representatives of the bargaining agent side shall be a representative from each employee organization or council of employee organizations certified as the bargaining agent for one or more bargaining units in accordance with the Canada Labour Code.

2.1.5 Each organization which appoints a member to Council may appoint an alternate to that member. However, only one representative shall be recognized at a meeting.

2.2 Chairpersons

2.2.1 There shall be a Chairperson and a Co-chairperson (Chairpersons) of Council. The chairperson shall be appointed by the corporation. The co-chairperson shall be appointed by the bargaining agent side.

2.3 Executive Committee

2.3.1 There shall be an Executive Committee of Council. The Executive Committee shall be comprised of the chairpersons and one additional representative from each side.

2.4 Committees

2.4.1 Council may establish committees (for purposes of these by-laws, *Committees* include Boards of Management) from within its membership or from other sources within the corporation and the employee organizations represented on Council as deemed necessary to the conduct of its business.

2.5 General Secretary

2.5.1 There shall be a General Secretary of Council. The General Secretary shall be nominated by the employer and the bargaining agent side in turn. The nomination shall be subject to the recommendation of the Executive Committee and appointment by Council.

2.5.2 The General Secretary shall not be a member of Council, nor any Council Committees.

2.5.3 The General Secretary shall be under the general direction of the Executive Committee.

2.6 Side Secretaries

2.6.1 The sides may each appoint a Secretary for their respective sides, who may or may not be a member of Council.

2.7 NAV CANADA Liaison Officer

2.7.1 NAV CANADA shall appoint a Liaison Officer and advise the General Secretary.

2.8 Change in Representation

2.8.1 Each side shall be responsible for advising the General Secretary of changes in side representation on the Council and Council Committees.

3. Duties

3.1 General

3.1.1 All duties performed by persons acting on behalf of Council shall be consistent with the by-laws of Council.

3.2 Chairpersons

3.2.1 The Chairpersons shall alternately chair Council meetings.

3.3 Executive Committee

3.3.1 The Executive Committee shall act on behalf of Council in the intervals between meetings, subject to ratification of their actions at the next meeting of Council.

3.3.2 The Executive Committee shall perform such other duties as required by Council.

3.4 Committees

3.4.1 Committees of Council shall perform the duties as outlined in their terms of reference establishing that committee.

3.5 General Secretary

3.5.1 The General Secretary shall attend and keep a record of each meeting of Council and the executive committee.

3.5.2 The General Secretary shall perform such other duties as may be assigned by the Executive Committee or Council from time to time.

3.6 NAV CANADA Liaison Officer

3.6.1 The Vice-President, Human Resources or his/her designate shall be responsible for the operation of the Council grievance procedure within the corporation.

4. By-law Amendments

4.1 General

4.1.1 Either side may table a written notice of a proposal to amend the by-laws at a meeting of Council, and not later than the date of such tabling, a copy of the proposed amendment shall be made available to all representatives on Council.

4.1.2 Council may approve a proposal to amend these by-laws at the next meeting of Council following the meeting at which the proposal was tabled.

4.2 By-law amendments that are filed with the General Secretary a minimum of sixty days in advance of a regularly scheduled Council meeting and circulated by the Secretariat to all members of Council thirty days prior to the meeting shall be considered eligible for approval by the Council at that meeting.

5. Administration

5.1 General

5.1.1 Council Meetings shall be held at least semi-annually and special meetings may be held upon the call of the Chairpersons.

5.2 Decisions and/or Recommendations

5.2.1 Recommendations of Council shall be adopted by mutual agreement of the two sides.

5.2.2 Where it has been agreed that a matter shall be deemed to form part of collective agreements, any resulting agreement shall be signed by the respective parties.

6. Membership

6.1 Council Membership

6.1.1 At Council meetings only the member or alternate member will be recognized as the official representative of their organization. Advisors may attend but shall not actively participate in Council discussions.

6.1.2 Alternates of the Chairperson and Co-chairperson of Council may attend meetings of Council as active participants.

6.2 Committee Membership

6.2.1 The sides of Council shall be entitled to an equal number of representatives on each Council Committee, but numerical equality shall not be a prerequisite to the functioning of a committee.

6.2.2 A quorum of the Executive Committee shall be one member from each side. The quorum for Council Committees shall be two members from each side.

7. Executive Committee

7.1 General

7.1.1 The Chairperson of Council shall be the Chairperson of the Executive Committee.

7.1.2 In the absence of the Chairperson, the co-chairperson of Council shall assume the chair.

7.2 Meetings of the Executive Committee

7.2.1 Regular meetings shall be called by the Chairperson. Upon the call of one or more members a special meeting shall be convened by the General Secretary.

8. General Secretary

8.1 General Duties

8.1.1 The General Secretary shall:

- (a) be responsible for the operation of the office of the General Secretary;
- (b) be responsible for the development and maintenance of Council files;
- (c) carry out duties required to support the activities and operation of Council.

8.2 Agendas

8.2.1 The General Secretary shall distribute an agenda in both official languages for each meeting to members of Council.

8.2.2 Proposals for new agenda items for Council shall, as far as possible, be made in writing to the General Secretary.

8.2.3 The General Secretary shall distribute an agenda, in both official languages, to all committee members for each meeting of their respective committee. The agenda shall list all matters which have been referred for consideration in accordance with these by-laws.

8.3 Minutes and Reports

8.3.1 The General Secretary shall ensure that the minutes and reports of Council and all Council Committees and Boards are prepared in both official languages, and distributed to Council participants who have indicated that they wish to receive copies.

8.3.2 The General Secretary may distribute minutes and reports to other persons for whom a need for such material is established.

9. Council Committees

9.1 Organization of Committees

9.1.1 Subject to Council agreement, the Executive Committee shall:

- a) establish, amalgamate or dissolve Council Committees;
- b) set the terms of reference and size of committees;
- c) appoint Chairpersons and Secretaries.

9.1.2 Each side shall appoint its own members to committees.

9.2 Committee Chairpersons

9.2.1 Committee Chairpersons shall not represent either side at Council in conducting committee business.

9.2.2 Committee Chairpersons, or their designate, shall attend the meetings of Council to report progress on their committee's activities and/or to submit recommendations.

9.2.3 Committee Chairpersons shall preside over meetings of the committee and ensure that the committee remains within the scope of its terms of reference and agenda.

9.2.4 Committee Chairpersons shall facilitate the building of consensus and smooth functioning of the committee.

9.3 Committee Secretaries

9.3.1 Committee Secretaries shall be responsible for the preparation and delivery to the general secretary of committee minutes and reports within the time limits as established by the Executive Committee.

9.4 Committee Members

9.4.1 Committee work shall be recognized by the corporation as part of the member's regular duties.

9.4.2 Committee members shall actively represent the full interests of their side within the terms of reference established for each committee.

9.4.3 Committee members are expected to take an active part in the work of their committee

9.4.4 While it is expected that committee members will attend a majority of committee meetings, it is understood that there will be occasions when attendance will be impossible. In such cases the member shall advise the committee Chairperson in advance of the name of the member's replacement for that meeting.

9.5 Observers

9.5.1 The Executive Committee may appoint observers to committees. An observer is a person who is not eligible for membership to either side of a committee.

9.5.2 An observer may take part in the discussion of the committee, but shall not be considered a member in order to reach consensus.

10. Referral of Subject or Items to the Council

10.1 General

10.1.1 For the purposes of these by-laws subjects are those which are listed in Appendix B. New subjects as approved by Council shall be deemed to form part of the Appendix.

10.1.2 Subjects which are consulted upon at Council and which are deemed to be part of collective agreements can stand as guidelines.

10.1.3 Guidelines are agreements resulting from Council consultation containing terms and conditions of employment which are deemed to be part of collective agreements.

10.1.4 New subjects are ones which require new guidelines.

10.1.5 Items are those which are contained within the subjects as listed in Appendix B.

10.1.6 New items cannot be amendments to existing items within a guideline.

10.2 Methods of Referral

10.2.1 When Council agrees that a subject or item is appropriate for consultation, there are three ways that a subject or an item may be referred:

- (a) through the Cyclical Review Process (see 10.3.1);
- (b) direct referral by agreement of Council (see 10.4.1);
- (c) when required by the terms of reference of a committee.

10.3 Cyclical Review Schedules

10.3.1 The Executive Committee shall establish and maintain a cyclical review schedule of guidelines and plans consulted upon in Council. Proposed revisions to the schedule shall be submitted to Council for approval.

10.4 Council Referral

10.4.1 Council may refer the following for consultations:

- a) an existing subject;
- b) an existing subject containing a new item;

- c) a new subject.

10.4.2 Parts 11 and 12 set out the sequence and procedures to be followed when subjects or items are referred for consultation in accordance with the methods of referral (see paragraphs 10.2.1 (a) or (b)).

10.4.3 When Council has agreed to initiate formal consultation on a new subject, the Executive Committee may:

- a) decide to deal with the subject;
- b) refer the subject to an existing Council committee; or
- c) establish an ad hoc committee or standing committee if no existing Council committee is appropriate to deal with the subject.

10.4.4 The start of the opting period for a new subject shall be established by the Executive Committee.

10.4.5 Section 12.3 shall govern the referral for consultation of a new item outside the cyclical review schedule.

11. Input

11.1 Timing

11.1.1 Ninety days prior to the input date the General Secretary shall advise all Council members of the requirement for input (see paragraph 10.2.1) (a) or (b)).

11.1.2 The input date for a new subject shall be set by the Executive Committee at the time consultation is agreed upon and the General Secretary shall advise all Council members of said date.

11.2 Input on an Existing Subject

11.2.1 The input of both sides shall be delivered to the General Secretary.

11.3 Input on an Existing Subject Containing New Item

11.3.1 When the bargaining agent side input contains a new item, that input shall be delivered to the General Secretary. However, that new item shall have the unanimous support of the bargaining agent side and bargaining agents shall agree not to opt out of consultation on the new item. Where unanimous support does not exist the new item shall be removed from the input.

11.3.2 The employer side input containing new items shall proceed to the opting phase, and shall be delivered to the General Secretary.

11.4 Input on a New Subject

11.4.1 The input shall be delivered to the General Secretary.

12. Opting

12.1 General

12.1.1 Within seven calendar days of the receipt of the input, the General Secretary shall identify to all members of Council:

- a) the complete input on a new subject;

- b) the proposed items contained in the input of either side which are considered to be new in respect of a subject contained in the cyclical review schedule.

12.1.2 When consultation is to be on a new subject, the General Secretary's letter shall advise the opting period established by the executive committee (see 10.4.4).

12.1.3 The General Secretary's letter (see 12.1.1) shall request whether the members wish to reserve the right to deal with the subject or new items within that subject at the bargaining table rather than through Council consultation.

12.1.4 Opting does not apply to subjects or items which the Executive Committee agree should not become part of collective agreements.

12.2 Opting on an Existing Subject

12.2.1 Members shall, within 30 calendar days from the date of the General Secretary's letter, (see 12.1.1) advise the General Secretary whether they opt to consult on the full subject at Council.

12.2.2 When a member has not responded to the General Secretary's letter within 30 calendar days they shall be deemed to have opted to consult on the full subject.

12.2.3 Bargaining agents opting in favour of Council consultation undertake to refrain from making a collective bargaining proposal concerning items contained in the current guideline under Council review. The period of opting shall be for the cyclical review period referred to in 10.3.1.

12.2.4 When bargaining agents opt out of Council consultation on a subject, they shall continue to derive benefits and privileges from the Council agreement, on the subject in effect at the time they opted out, until the next collective agreement is signed.

12.3 Opting on an Existing Subject Containing New Item

12.3.1 Each side shall within 30 calendar days from the date of the General Secretary's letter (see 12.1.1) advise the General Secretary whether they opt to consult on the full subject at Council.

12.3.2 When a member has not responded to the General Secretary's letter within 30 calendar days they shall be deemed to have opted to consult on the subject including new items.

12.3.3 A bargaining agent may advise the General Secretary that they opt to consult on a subject, with the exception of a new item contained in the corporation's input.

12.3.4 When one or more bargaining agents advise the General Secretary in accordance with 12.3.3, the General Secretary shall notify the corporation.

12.3.5 When the corporation side receives notification in accordance with 12.3.4, the corporation side may remove the new item from the input or agree that the new item be referred for consultation.

12.3.6 When the new item is referred to consultation, any agreement in regard to that new item shall not apply to any bargaining agent who opted out in accordance with 12.3.3.

12.3.7 When the corporation side removes the new item from consultation, the corporation may proceed to issue a policy in regard to that new item and bargaining agents shall be free to make collective bargaining proposals in regard to that item.

12.3.8 The corporation side shall have the right to refuse to consult on any new item identified by the General Secretary and contained in the bargaining agent input. The item shall then be removed from the input prior to referral for consultation and bargaining agents shall be free to make collective bargaining proposals in regard to that item.

12.3.9 When the corporation side or the bargaining agent side do not agree that an item identified by the General Secretary is new, or, is of the opinion that an item in the input should have been identified as new, they shall so inform the General Secretary within ten calendar days of the date of the letter (see 12.1.1)

12.3.10 When the General Secretary receives notification in accordance with the 12.3.9, the Executive Committee shall be advised and shall meet to consider the question.

12.3.11 When the Executive Committee cannot reach agreement the item in dispute is removed from consultation.

12.3.12 The General Secretary shall re-issue the letter (see 12.1.1) advising as to whether the item is new or not, or is removed from consultation.

12.3.13 Bargaining agents opting in favour of Council consultation undertake to refrain from making a collective bargaining proposal concerning:

- a) items contained in the current guideline under Council review; and
- b) items not contained in the current guideline under Council review, but which were identified in the General Secretary's letter unless those items were removed from the guideline because of an impasse at Council.

12.3.14 The period of opting shall be for the cyclical review period referred to in 10.3.1.

12.3.15 When a bargaining agent opts not to take part in consultation, the guideline resulting from that consultation shall have no effect in regard to that bargaining agent.

12.3.16 When bargaining agents opt out of Council consultation on a subject, the respective bargaining agents shall continue to derive benefits and privileges from the

Council agreement, on the subject in effect at the time they opted out, until a new collective agreement is signed.

12.4 Opting on a New Subject

12.4.1 Members shall within 30 calendar days from the date of the General Secretary's letter (see 12.1.1) advise the General Secretary whether they opt to consult on the new subject at Council.

12.4.2 When a member has not responded to the General Secretary's letter within 30 calendar days, they shall be deemed to have opted to consult on the new subject.

12.4.3 When one or more bargaining agents advise the General Secretary that they opt not to consult, the General Secretary shall notify the corporation.

12.4.4 When the corporation receives notification in accordance with 12.4.3, the corporation side may remove the new subject from consultation or agree that the new subject be referred for consultation.

12.4.5 When the new subject is referred for consultation, any agreement in regard to that new subject shall not apply to any bargaining agent who opted out.

12.4.6 When the corporation removes the new subject from consultation, the corporation may proceed to issue a policy in regard to that new subject and bargaining agents shall be free to make collective bargaining proposals in regard to that subject.

12.4.7 Bargaining agents opting in favour of Council consultation undertake to refrain from making a collective bargaining proposal concerning:

- a) items contained in the new guideline resulting from Council consultation; and
- b) items not contained in the new guideline resulting from Council consultation, but which were identified in the General Secretary's letter unless those items were removed from the guideline because of an impasse at Council.

12.4.8 The period of opting shall be for a minimum period of two years or such greater period as agreed to by the executive committee and shall be specified in the General Secretary's letter.

13. Referral to Committee

13.1 General

13.1.1 The General Secretary shall, within 35 calendar days from the date of the letter (see 12.1.1) notify the Chairpersons of each side as to the status of Council members in respect to opting.

13.1.2 When, in accordance with the above, the General Secretary advises that all members have opted to consult the subject will be deemed to have been referred to the appropriate committee by the Executive Committee.

13.1.3 When, in accordance with 13.1.1, the General Secretary advises that certain members have opted not to consult on a subject, the Executive Committee shall meet and consider the action to be taken.

- 13.1.4 When the Executive Committee meets, in accordance with this article, they may:
- a) agree to refer the subject to committee;
 - b) agree that the subject shall not be referred to committee;
 - c) agree that the subject shall be referred to committee following the removal of certain items;
 - d) take such other action as deemed appropriate.

13.2 Length of Consultation

13.2.1 When a new subject is referred to committee, the Executive Committee shall establish a date by which such consultation shall be completed. The completion date shall be the date that the relevant report is placed before Council or the Executive Committee.

13.2.2 Should consultation not be completed by the date established above, the Executive Committee may agree to extend the date. Should there be no agreement to extend the date, then consultation on the subject or item shall be considered to be at impasse and subject to 14.2.

14. Resolution of Impasses in Consultations

14.1 General

14.1.1 When an impasse arises in a Council committee during consultation on a guideline, the Chairperson of such committee shall notify the General Secretary of the impasse.

14.1.2 The General Secretary shall inform the Executive Committee of the impasse. The executive committee shall, subject to 14.2, take whatever action they may consider appropriate.

14.1.3 Except as provided in 14.2, if an impasse cannot be resolved, the subject or item shall be deemed to have been removed from Council consultation process and both the corporation and the bargaining agents will be free to take whatever course they individually deem appropriate.

14.2 Third Party Resolution

14.2.1 The corporation and bargaining agents opting to consult on a new subject or new item identified in the General Secretary's letter (see 12.1.1) further agree that any impasse reached in consultation on that new subject or item shall be subject to binding third party resolution.

14.2.2 The method of third party resolution shall be decided by the Executive Committee at the time of the impasse.

14.2.3 When the Executive Committee is unable to agree on a method of resolution the impasse shall be referred to a mutually agreed arbitrator.

14.2.4 The fees and/or expenses of any third party appointed by the executive committee under this section shall be shared by the sides of Council.

15. Collective Bargaining Proposals**15.1 General**

15.1.1 When a bargaining agent makes a collective bargaining proposal concerning an item or subject described in 12.2.3, 12.3.3 or 12.4.7 the guideline which contains the item shall no longer be deemed to be part of the collective agreement between that bargaining agent and the corporation once a collective agreement is signed.

15.2 Following Third Party Resolution

15.2.1 When a bargaining agent makes a collective bargaining proposal concerning a new item or subject which was subject to third party resolution, as per 14.2, the new guideline or the guideline that contains the new item shall no longer be deemed to be part of the collective agreement between that bargaining agent and the corporation once a collective agreement is signed.

15.2.2 A bargaining agent, which is deemed to have opted out in accordance with 15.2.1 shall also be deemed to have opted out of consultation for the next scheduled review of that guideline.

15.3 Dispute Resolution

15.3.1 When there is a dispute in regard to whether a collective bargaining proposal concerns a Council subject or item, the dispute shall be referred to the Executive Committee through the General Secretary.

15.3.2 The General Secretary shall report the dispute to the Executive Committee and provide advice as to whether the proposal concerns a Council subject or item.

15.3.3 The Executive Committee shall meet to expedite resolution of the dispute. The Executive Committee shall make a decision as to whether the proposal contravenes 12.2.3, 12.3.3 or 12.4.7, advise the parties accordingly, and report such action to the next meeting of Council.

15.3.4 When the Executive Committee cannot reach agreement, the dispute shall be referred immediately to a mutually acceptable arbitrator.

15.3.5 Should the Executive Committee or the arbitrator decide that the proposal does contravene 12.2.3, 12.3.3 or 12.4.7, the bargaining agent shall withdraw the demand or be deemed to have opted out.

15.4 Excluded Proposals

15.4.1 No bargaining agent shall be required as a condition of participation in Council consultation, to remove from a collective agreement a clause regarding an item contained in a guideline subject to review which appeared in the collective agreement on transfer date.

15.4.2 Should a bargaining agent submit to the corporation a collective bargaining proposal which would improve the benefits of the clause referred to in 15.4.1, 15.1.1 or 15.2.1 of these by-laws shall apply. However, a clause may be altered by mutual consent of the parties to the collective agreement.

16. Return to Consultation**16.1 General**

16.1.1 A bargaining agent which declines in writing to participate in Council consultation which is deemed to have opted out of Council consultation in accordance with 15.1.1 or 15.2.1 but which subsequently wishes to opt back into Council consultation, on a specific subject, may be permitted to do so on expiry of the period referred to in 12.3.14 or 12.4.8 or at any time on the agreement of Council, provided that the bargaining agent agrees to withdraw all collective bargaining proposals and re-open the relevant collective agreements and remove any clause dealing with the contents of an item as defined in 12.2.3, 12.3.3 and 12.4.7.

17. Resolution of Grievances**17.1 Redress Procedure**

17.1.1 All grievances presented under this grievance procedure shall be decided on the basis of the intent of the guideline being grieved.

17.1.2 An employee who feels aggrieved by the interpretation or application by the corporation of any guideline which has been agreed to by the Council is entitled to present a grievance.

17.1.3 Where the guideline giving rise to the grievance has been deemed to be part of the employee's collective agreement, the employee must have the approval of and be represented by the employee's bargaining agent.

17.1.4 A grievance shall be processed by recourse to the following steps:

- (a) first level - representative of the corporation authorized to deal with grievances at the first level;
- (b) final level - Executive Committee.

17.1.5 An aggrieved employee shall present the grievance to the first level of the procedure, in the manner prescribed in paragraph 17.1.6, not later than the 20th day after the date on which the employee is notified orally or in writing or on which the employee first becomes aware of the action or circumstance giving rise to the grievance.

17.1.6 The aggrieved employee shall transmit the grievance to the employee's immediate supervisor who shall forthwith:

- (a) forward the grievance to the employer representative authorized to deal with grievances; and
- (b) provide the employee with a copy of the grievance stating the date on which it was received by that officer.

17.1.7 Subject to paragraph 17.1.16 the employer shall reply to an employee's grievance within 15 days after the date the grievance is presented at the first level. Where such reply at Step 1 is not satisfactory to the employee, the authorized Bargaining Agent representative on behalf of the employee(s) concerned, may within (10) days of the receipt of the Step 1 response or the expiration of Step 1 time limits transmit in writing the grievance through the immediate supervisor to the Final Level of the grievance process.

17.1.8 The General Secretary of the Council shall bring the grievance to the attention of the Executive Committee before its next meeting. The Executive Committee shall either:

- (a) review and decide on the grievance; or
- (b) refer the grievance to the appropriate Council committee for review and a statement of intent with regard to the subject matter of the grievance.

17.1.9 Where the grievance is reviewed by a Council committee, the Chairperson shall inform the Executive Committee, through the General Secretary, of the intent.

17.1.10 Based on that intent, the Executive Committee shall review and decide on the grievance.

17.1.11 The General Secretary shall forthwith advise the Vice-President or his/her designate of the Executive Committee's decision in regard to the grievance.

17.1.12 On receipt of the decision of the Executive Committee from the General Secretary, the Vice-President or his/her designate shall forthwith transmit the decision as the final level reply to the aggrieved employee with a copy to the bargaining agent where applicable.

17.1.13 The Chairperson of the Executive Committee shall, at the next regular meeting of the Council, report on the decision.

17.1.14 Subject to the provisions of section 17.1.3, an employee may refer the grievance to arbitration in accordance with the provisions of the grievor's collective agreement if:

- a) an employee has presented the grievance to the final level of this redress procedure, and if there has been an impasse with respect to the decision at the Executive Committee; or
- b) if the Vice-President or his/her designate has not conveyed a decision to the employee within thirty (30) days after the Executive Committee has made a final decision.

17.1.15 The Bargaining Agent and the Corporation shall have the right to consult with respect to the grievance at the first level and to make representation to the Council committee considering the grievance at the final level.

17.1.16 The time limits specified in this section may be extended by written consent for both the bargaining agent and the corporation. A day shall mean calendar days, however, where a deadline occurs on a Saturday, Sunday or designated paid holiday, the deadline shall be extended to the next normal business day.

17.1.17 A grievance may be referred directly to the final level of this procedure upon the written consent of both the bargaining agent and the corporation.

17.2 Source Document

17.2.1 Grievances submitted under this procedure shall be resolved on the basis of the original guideline or policy developed and adopted in Council.

18. Requests for Interpretation or Clarification

18.1 Procedure

18.1.1 A bargaining agent or the corporation may seek an interpretation or clarification of any guideline which has been agreed to by Council by making a request through the General Secretary.

18.1.2 All interpretations and clarifications made under this procedure shall be based on the intent of the guideline being interpreted.

18.1.3 Requests for interpretation or clarification shall concern the application of a guideline. Requests for interpretation or clarification shall not take the place of a grievance.

18.1.4 The General Secretary shall bring the request to the attention of the Executive Committee before its next meeting. The Executive Committee shall either:

- (a) review and decide on the request;
- (b) refer the matter to the appropriate committee for review and a statement of intent.

18.1.5 Where the request is reviewed by a Council committee, the Chairperson shall inform the Executive Committee, through the General Secretary, of the intent.

18.1.6 Based on that intent, the executive committee shall review and decide on the request.

18.1.7 The General Secretary shall forthwith advise the bargaining agent or the corporation making the request of the Executive Committee's decision.

18.1.8 The Chairperson of the Executive Committee shall, at the next regular meeting of the Council, report on any decision.

18.2 Impasse

18.2.1 Should an impasse arise in a committee regarding the interpretation or clarification of a guideline which has been agreed to by Council, the Chairperson of the committee shall bring the matter to the attention of the Executive Committee through the General Secretary.

18.2.2 The General Secretary shall inform the Executive Committee of the impasse before its next meeting. The Executive Committee shall review the matter and suggest possible courses of action to the appropriate committee for consideration. If the committee agrees on a course of action, the committee shall make a recommendation to the Executive Committee.

18.2.3 Should an impasse arise in the Executive Committee regarding the interpretation or clarification of a guideline the Executive Committee shall take whatever action it considers appropriate.

18.2.4 If an impasse cannot be resolved the corporation and bargaining agents shall be free to take such action as they individually deem appropriate.

18.3 Effect

18.3.1 Nothing in this process shall delay or postpone the issuance of any notice, schedule or circular that is a precondition to implementation of a guideline.

19. Finances

19.1 Signing Authority

19.1.1 All cheques issued or endorsed in the name of NAV CANADA Benefits Council shall be signed by such officers, employees or agents of the NCJC in such manner as shall be determined from time to time by resolution of the Benefits Council.

19.2 Banking

19.2.1 Any NCJC officer, employee or agent so appointed may endorse cheques for deposit with the NCJC's bankers for credit of the NCJC or the same may be deposited directly with bankers of the NCJC.

19.2.2 Any NCJC officer, employee or agent appointed by the Executive Committee may arrange, settle, balance and certify all books and accounts between the NCJC's bankers and the NCJC and may receive all paid cheques and vouchers and sign all bank's forms of settlement of balances and releases or verification slips.

19.2.3 All funds paid to the NCJC shall be deposited from time to time to the credit of the NCJC in such manner as the Benefits Council may approve.

19.3 Surplus Funds of the NCJC

19.3.1 The Benefits Council may set aside a reserve for contingencies from the surplus funds of the NCJC or may invest the surplus funds of the NCJC in a manner as may be determined from time to time by resolution.

19.4 Auditors

19.4.1 An auditor shall be appointed each year at the annual meeting of the members of the NCJC to conduct an audit of the NCJC receipts and expenditures, and to report findings to the NCJC.

Appendix A- MEMORANDUM OF UNDERSTANDING

The parties hereunder agree that NAV CANADA Benefits Council agreements on subjects or items, which may be included in a collective agreement, will form part of all collective agreements to which the corporation Bargaining agent organizations are parties if they have endorsed the subjects or items.

Council agreements will contain the following clause and be signed by the Chairperson of the corporation side, a representative of each bargaining agent participating in consultation on that subject or item.

"The parties hereunder endorse this Council agreement and recognize that this agreement is part of the current collective agreements reached between them. The parties hereunder agree to be bound by the Council bylaws for all matters that they agree are to be dealt with at Council consultation."

The parties hereunder agree that when notice to bargain is given, Council endorsed agreements shall constitute a term of employment applicable to employees represented by the bargaining agents who are parties to the Council endorsed agreement, as if such term or condition of employment was embodied in the collective agreement prior to giving notice to bargain.

The parties hereunder agree that:

- a) the redress procedures provided in Part 17 of the Council By-laws shall be followed;
- b) the following clause shall be included in the grievance procedure of a collective agreement in such a manner as to ensure conformity with Council redress procedures:

"In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the NAV CANADA Benefits Council on subjects or items which may be included in a collective agreement and which the parties to this agreement have endorsed, the grievance procedure will be in accordance with Part 17 of the Council By-laws."

This memorandum of understanding shall remain in effect until amended or cancelled by mutual consent of the parties hereunder.

APPENDIX B - NAV CANADA'S JOINT COUNCIL GUIDELINES

- Bilingualism Bonus Guideline
- Commuting Assistance Guideline
- Isolated Posts Guideline
- Living Accommodation Charges Guideline
- Memorandum of Understanding on Definition of Spouse
- Occupational Safety and Health Guidelines OSH

Chapter One

- Boiler and Pressure Levels
- Electrical
- Elevating Devices
- Temporary Structures
- Confined Spaces
- Sanitation
- Building Safety

Chapter Two

- Clothing
- Tools and machinery
- Material Handling
- Motor Vehicles
- Noise Control

Chapter Three

- Committees and Representations
- First Aid
- Hazardous Substances
- Pesticides
- Refusal to Work

- Relocation Guideline
- Travel Guideline

Appendix C - NAV CANADA Joint Council Allowances Committee

Terms of Reference

The NAV CANADA Allowances Committee is responsible for recommending changes either upon direction of the Executive Committee or as required on a cyclical basis to the Guidelines listed below:

- Bilingual Bonus Guideline
- Clothing Guideline (Uniforms)
- Commuting Assistance Guideline
- Isolated Posts Guideline
- Living Accommodation Charges Guideline
- Memorandum of Understanding on Definition of Spouse
- Travel Guideline
- Relocation Guideline

The Committee will also provide recommendations to the Executive Committee on the disposition of grievances and provide interpretations on the intent, upon request of the Executive Committee.

The Committee be recognized as the NAV CANADA National Joint Occupational Safety and Health Policy Committee for purposes of the Canada Labour Code, Part II.

The Committee will review and make recommendations on such other matters that are referred to it by Council.

Appendix D - NAV CANADA Joint Council Occupational Safety & Health (OSH) Committee

Terms of Reference

The NAV CANADA Occupational Safety and Health (OSH) Committee is responsible for recommending changes either upon direction of the Executive Committee or as required on a cyclical basis to the Guidelines listed below:

- Occupational Safety and Health Guidelines OSH

Chapter One

- Boiler and Pressure Levels
- Electrical
- Elevating Devices
- Temporary Structures
- Confined Spaces
- Sanitation
- Building Safety

Chapter Two

- Clothing
- Tools and machinery
- Material Handling
- Motor Vehicles
- Noise Control

Chapter Three

- Committees and Representations
- First Aid
- Hazardous Substances
- Pesticides
- Refusal to Work

- The Committee will also provide recommendations to the Executive Committee on the disposition of grievances and provide interpretations on the intent, upon request of the Executive Committee.
- The Committee will be recognized as the NAV CANADA National Benefits Occupational Safety and Health Policy Committee for purposes of the Canada Labour Code, Part II.
- The Committee will review and make recommendations on such other matters that are referred to it by Council.

Appendix E - NAV CANADA Benefits Board Of Management

Terms of Reference

Introduction

NAV CANADA'S Benefits Council has established a Benefits Board of Management which shall be responsible for monitoring overall administrative and financial management of the Employee Benefits Program.

Responsibilities of the Benefits Board will include the review of:

- the contracts of insurance;
- any financial or service agreements;
- the financial status of the Plan;
- the services of the Insurers;
- the administrative fees and charges;
- the adequacy of reserves;
- the premium levels;
- disputed claims; and
- other matters referred to by the Executive Committee on the overall operation of the Plan.

Based on the Benefits Board's review of the above, it will make appropriate recommendations to the Executive Committee.

The Group Benefits Program, for the purpose of defining the responsibilities of the Benefits Board, comprises of the following Plans:

- Basic Life Insurance;
- Long Term Disability Insurance;
- Supplementary Health Care;
- Dental Care;
- Comprehensive Health Care;
- Travel Insurance

Liability

The Benefits Board or any of its Members shall not be responsible for any error of judgement or for any act, omission or commission not amounting to fraud or other criminal act in the management of a Plan.

Any civil judgement which is registered against the Benefits Board of Management or individual Member in the discharging of Board duties shall be a charge against and paid by the appropriate Plan.

Funding

The funding for the operations of the Council, including the Benefits Board, will be derived from the premiums paid to Sun Life and Great-West Life. The Benefits Board will access up to 1% of the annual premiums, not exceeding \$120,000.00 annually, paid from the following benefits:

- Basic Life Insurance;
- Long Term Disability Insurance;
- Supplementary Health Care;
- Dental Care; and
- Comprehensive Health Care.

These funds will be advanced by Sun Life and Great-West Life once a year in advance and will be held in a separate account. The Chair and Co-Chair of NAV CANADA Benefits Council (NCJC) will jointly hold the signatory rights to this account and the Benefits Board will be responsible for furnishing an auditable report of its expenditures to the Executive Committee once a year. The Chair will also be responsible to comply with any internal and external audit standards prescribed by NAV CANADA. The Benefits Board will provide an annual budget for prior approval to the Executive Committee.

Facilities

NAV CANADA will provide reasonable office space and furnishings for the General Secretary. As appropriate, the General Secretary will have access to a boardroom at the NAV CANADA head-office to facilitate Board meetings. Cost for these facilities will be borne by NAV CANADA.

Authority

The Benefits Board may retain persons having special expertise to assist in fulfilling its responsibilities.

Meetings

The Benefits Board will meet at least four times per year. The meetings will be scheduled to permit timely review of the quarterly and annual financial statements and reports. Additional meetings may be held as deemed necessary by the Chair.

Responsibilities

The duties of the Benefits Board shall include, but are not restricted to the following:

- annual or more frequent review of the financial reports, actuarial reports, and administrative experience reports on the Plan and preparation of consequent report(s) to the Executive Committee;
- ongoing review of plan provisions and proposals for change to the Plan and recommendations concerning such changes to Executive Committee;
- review of disputes on a member's eligibility for insurance and claims and contentious claims and recommendations thereon, when such claim problems have not been resolved through administrative procedures;
- review and approval prior to distribution of all promotional material prepared by the Insurer;
- as required, review and assessment of proposals to change financial funding arrangements of the Plan; and

- such other matters as may arise from time to time in connection with the administration and management of the Plan, or as are referred to the Benefits Board by the Executive Committee of the NCJC or NAV CANADA;
- to provide education and training to the Benefits Board as requested in accordance with its budgetary authority.