

**NAV CANADA JOINT COUNCIL BY-LAWS
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NAV CANADA JOINT COUNCIL BY-LAWS

1. INTRODUCTION

1.1. Purpose and Scope

1.1.1. The purpose of the NAV CANADA Joint Council (NCJC) is to review specific areas of common terms and conditions of employment for all employees represented by the NAV CANADA Bargaining Agents Association (NCBAA) in a manner that promotes effective collaboration.

1.1.2. These By-Laws are intended to assist the parties in effectively reviewing the NCJC Programs in an expeditious manner and in the spirit of effective labour relations principles.

2. STRUCTURE

2.1. Membership

2.1.1. Council shall consist of representatives of the company and the NAV CANADA Bargaining Agents Association. Advisors may attend but shall not actively participate in Council discussions.

2.1.2. The representatives of the bargaining agent side shall consist of a representative from each union certified as the bargaining agent for one or more bargaining units in accordance with the Canada Labour Code.

2.1.3. 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, with the exception of the Chairperson and Co-Chairperson who are entitled to have their alternate attend only as a regular participant of Council.

2.2. Chairpersons

2.2.1. There shall be a Chairperson and a Co-chairperson (Chairpersons) of Council, one from each side and selected by each 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 two additional representatives from each side.

2.4. Committees

2.4.1. Council may establish committees from within its membership or from other sources within the company and the unions represented on Council as appropriate to the conduct of its business.

2.5. General Secretary

2.5.1. There shall be a General Secretary of Council who shall be selected by the parties.

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

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

2.6. Change in Representation

2.6.1. 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.

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, where practical, by-law amendments should be filed in advance of the Council meeting.

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.

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.

6. COMMITTEE MEMBERSHIP

6.1. Committee Membership

6.1.1. 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.

6.1.2. A quorum of the Executive Committee shall be one member from each side. The quorum or 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 agendas for all committee and council meetings.

8.2.2. New agenda items for Council and/ or committee meetings shall, as far as possible, be made in writing to the General Secretary.

8.3. Minutes and Reports

8.3.1. The General Secretary shall ensure that the minutes and reports of Council and committees are prepared and distributed to the members and Council and committees.

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

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.

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 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 Members

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

9.4. Observers

9.4.1. The Executive Committee may appoint observers to committees.

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

10. REFERRALS TO COUNCIL

10.1. General

10.1.1. For the purposes of these by-laws, NAV CANADA and the NAV CANADA Bargaining Agents Association have agreed to address terms and conditions of employment as part of the NCJC where it is in all parties' interests to have a common application for employees. The agreed upon programs include:

- a) Travel
- b) Relocation
- c) Isolated Post (including living accommodation charges)
- d) Bilingual Bonus
- e) Commuting Assistance
- f) Memorandum of Understanding on Definition of Spouse
- g) Occupational Health and Safety
- h) Insured Benefits

10.1.2. New Programs may be considered by the Executive Committee and by the NAV CANADA Joint Council.

10.2. Cyclical Review Schedules

10.2.1. The Executive Committee shall establish and maintain a cyclical review schedule of all programs. Proposed revisions to the schedule shall be submitted to Council for approval.

10.3. Council Referral

10.3.1. Council may refer the following for consultations:

- a) an existing program;
- b) a new program.

10.3.2. When Council has agreed to initiate formal consultation on a new program, the Executive Committee may decide to:

- a) act on the program;
- b) refer the program 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 program.

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

11. INPUT

11.1. Timing

11.1.1. Sixty (60) days prior to the input date as established by the Executive Committee and Council, the General Secretary shall advise all Council members of the requirement for input.

11.2. Input on an Existing Program

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

12. OPTING

12.1. Opting on an Existing Program

12.1.1. Members shall, within 30 calendar days from the date of the General Secretary's letter, advise the General Secretary whether they opt to consult on the program.

12.1.2. 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 program.

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

12.1.4. When the Company opts out of Council Consultation on a program, the Unions shall continue to derive the benefits and privileges from the program in effect at the time the Company opted out until the next collective agreements are signed.

12.2. Opting on a New Program

12.2.1. Members shall within 30 calendar days from the date of the General Secretary's letter, advise the General Secretary whether they opt to consult on the new program 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 new program.

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

12.2.4. When the company receives notification in accordance with 12.2.3, the company side may remove the new program from consultation or agree that the new program be referred for consultation.

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

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

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

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

13. REFERRAL TO COMMITTEE

13.1. General

13.1.1. The General Secretary shall, within 35 calendar days from the date of the letter 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 program 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 program, 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 program to committee;
- b) agree that the program shall not be referred to committee;
- c) agree that the program 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 program 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 program shall be considered to be at impasse and subject to 14.2.

14. RESOLUTION OF IMPASSES IN CONSULTATIONS- ALL PROGRAMS EXCEPT BENEFITS

14.1. General

14.1.1. When an impasse arises in a Council committee during consultation on a program, 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 take whatever action they may consider appropriate.

14.1.3. If an impasse cannot be resolved, the program item shall be deemed to have been removed from Council consultation process and both the company and the bargaining agents will be free to take whatever course they individually deem appropriate.

14.2. Third Party Resolution

14.2.1. The company and bargaining agents opting to consult on a new program further agree that any impasse reached in consultation on that new program 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. RESOLUTION OF IMPASSE IN BENEFITS PROGRAM

15.1. Dispute Resolution Process

15.1.1. Should issues remain outstanding and the parties (NAV CANADA and NCBA) reach an impasse, the parties agree to utilize a mediation/arbitration process. They will proceed to the selection of a mediator on the terms set out in this document.

15.1.2. A three-person mediation board will be established to assist the parties in resolving their differences. The mediation process will be non-binding. Each party will select a nominee and will jointly determine who will chair this board.

15.1.3. The parties will prepare a list of outstanding issues for the mediation board to review. The parties will be able to respond to any outstanding issues on the list in any manner they determine appropriate.

15.1.4. The parties, with mutual agreement, may decide at any time during this mediation process to ask this mediation board to change its status to that of an arbitration board. This board will arbitrate a final and binding resolution to unresolved issues. In such cases, the issue(s) should be heard and decided upon at a time to be set as quickly as possible by the parties. The parties agree that regardless of whether any or all mediation recommendations are accepted by the parties, any matter arbitrated under this provision will form part of the final settlement of all outstanding issues.

15.1.5. There must be a majority decision on each issue. A majority decision is defined as the decision of the chairperson plus one of the parties' nominees. A dissenting nominee may provide written reasons for not agreeing with the decision(s) of the majority.

15.1.6. The decision(s) of the majority of the arbitration board must be full and detailed, clearly setting out the majority's full assessment of the issues.

15.1.7. The parties will pay the cost of their own nominees to this mediation/arbitration board. The cost of the chair of this board and any overhead costs, such as for meeting space and photocopying, will be paid by the NCJC.

16. COLLECTIVE BARGAINING PROPOSALS

16.1. General

16.1.1. When a bargaining agent makes a collective bargaining proposal concerning a program described in 10.1.1, the program which contains the proposal shall no longer be deemed to be part of the collective agreement between that bargaining agent and the company once a collective agreement is signed.

16.2. Dispute Resolution

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

16.2.2. The General Secretary shall report the dispute to the Executive Committee and provide advice as to whether the proposal concerns a Council program.

16.2.3. The Executive Committee shall meet to expedite resolution of the dispute. The Executive Committee shall make a decision as to whether the proposal contravenes the by-laws, advise the parties accordingly, and report such action to the next meeting of Council.

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

16.2.5. Should the Executive Committee or the arbitrator decide that the proposal does contravene the by-laws, the bargaining agent shall withdraw the demand or be deemed to have opted out.

17. RETURN TO CONSULTATION

17.1. General

17.1.1. A bargaining agent or the company may request to participate in Council consultation on a program after having opted out. In order to opt back into

Council consultation on a particular program, the bargaining agent or the company may only do so upon the commencement of a new cyclical review period with the agreed undertaking to withdraw any proposals and/or re-open the collective agreement to remove any language relating to the program effective from the date the revised NCJC program comes into effect.

18. RESOLUTION OF GRIEVANCES

18.1. Redress Procedure – NCJC Programs (except the Benefit Program – See Appendix B)

18.1.1. All grievances presented under this grievance procedure shall be decided on the basis of the intent of the Program being grieved and not based solely on a strict interpretation of the language.

18.1.2. An employee who feels aggrieved by the interpretation or application by any of the program (with the exceptions of benefits) which has been agreed to by the Council is entitled to present a grievance. A Union or the company may also submit a policy grievance based on the interpretation or application of an NCJC Program. In the case of a Policy Grievance, the first stage of the grievance process shall be with the Assistant Vice President of Labour and Employee Relations or his/her designate.

18.1.3. Where the NCJC program 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.

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

- a) Complaint stage - the employee's manager or designate shall be authorized to deal with complaints related to NCJC programs
- b) First level - The Assistant Vice President of Labour and Employee Relations or his/her designate
- c) Final level - Executive Committee.

18.2. Grievance Procedure

18.2.1. An aggrieved employee shall present the grievance to the complaint stage of the procedure 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.

18.2.2. Following an unsatisfactory resolve at the complaint level, the aggrieved employee may, through his/her union representative, submit a grievance in writing to the employee's immediate manager who shall forthwith:

- a) forward the grievance to the Assistant Vice President of Labour and Employee Relations or his/her designate, and
- b) provide the employee with a copy of the grievance stating the date on which it was received.

18.2.3. The company 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 Level 1 response or the expiration of Level 1 time limits transmit in writing the grievance through the Assistant Vice President of Labour and Employee Relations to the Final Level of the grievance process.

18.2.4. 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.

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

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

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

18.2.8. On receipt of the decision of the Executive Committee from the General Secretary, the Vice-President of Human Resources 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.

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

18.2.10. Subject to the provisions of section 18.1.3, the bargaining agent may refer the grievance to arbitration in accordance with the provisions of the grievor's collective agreement if an employee has presented the grievance to the final level of this redress procedure, and there has been an impasse at the Executive Committee;

18.2.11. The Bargaining Agent and the Company 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.

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

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

18.3. Source Document

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

19. FINANCES

19.1. Signing Authority

19.1.1. All cheques issued or endorsed in the name of NAV CANADA Joint 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 Joint 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 Joint Council may approve.

19.3. Surplus Funds of the NCJC

19.3.1. The Joint 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 audit of NCJC accounts shall be conducted yearly (or as otherwise determined by the Executive Committee) and a report of such audit shall be made to the Council.

APPENDIX A - 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 Programs listed below:

- Bilingual Bonus Program
- Commuting Assistance Program
- Isolated Posts and Living Accommodation charges Program
- Memorandum of Understanding on Definition of Spouse
- Travel Program
- Relocation Program

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

APPENDIX B - NAV CANADA BENEFITS COMMITTEE - TERMS OF REFERENCE

1) Definitions

Administrator: The company which provides claims adjudication and other services as required by the Benefits Committee from time to time.

Benefits Committee: The members appointed by the company and the bargaining agent sides of the NCJC.

Bargaining Side: The bargaining agent side of the NCJC.

Bargaining agent side members: Members appointed by the bargaining agent side of the NCJC.

By-laws: NCJC By-laws.

Chairperson: A person appointed in accordance with section 9 of the By-laws.

Company Side: The company side of the NCJC.

Company Side members: Members appointed by the company side of the NCJC.

Employee group benefits consists of:

- basic life insurance plan;
- long term disability insurance plan;
- supplementary health care plan;
- comprehensive health care plan;
- dental care plan; and
- business travel accidental death and dismemberment insurance plan.

Members: The chairpersons, company side members and bargaining agent side members collectively.

Participating observer: A person who takes part in all proceedings of the Board but does not have the power to vote.

2) Introduction

The NCJC has established a Benefits Committee in accordance with By-Laws article 2.4.1.

3) Powers, Duties and Responsibilities

- (a) The Committee is responsible for the review of:
- the contracts of insurance;
 - any financial or service agreements;
 - the financial and actuarial reports of the plans;
 - the level of service provided by the insurers;
 - the administrative fees and charges;
 - the adequacy of reserves;
 - the premium levels; and
 - such other matters as may arise from time to time in connection with the administration and management of the plans, or as are referred to the Benefits Committee by the Executive Committee and shall report to the NCJC annually and at other times as it warrants to ensure the successful operations of the plans.
- (b) The Committee is responsible for the ongoing review of the plans' provisions and to make proposal for changes to the Executive Committee.
- (c) The Committee will review and assess proposed changes to financial funding arrangements of the plans and report findings and recommendations to the Executive Committee.
- (d) Prior to distribution to the plan members, the Committee will review and approve promotional or informative material related to the plans which provides new and revised information or interpretations of the plans.
- (e) The Committee will provide education and training to its members to assist them to effectively carry out their duties as Committee members.
- (f) Prior to approval, the Benefits Committee shall provide the Executive Committee with an annual budget of proposed expenditures.
- (g) The Benefits Committee may retain, through the NCJC, the services of consultants, advisers, lawyers or any other professional persons, and such assistants as the Committee deems advisable to assist them in the performance of their duties.
- (h) The Benefits Committee may incur any costs which are reasonable in the performance of its duties.
- (i) The Benefits Committee will rule on members' appeals regarding their eligibility for coverage and/or address claims disputes with the insurance administrator in accordance with the appeal procedures described in section 7.

4) Liability

The Benefits Committee 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 and other criminal act in the management and administration of the plans.

5) Composition and Voting

- a) The Benefits Committee will be composed of six members plus a chairperson and a secretary.
- b) The Executive Committee shall appoint the chairperson and secretary.
- c) Each side will appoint three members.
- d) A properly constituted meeting of the Committee shall be a quorum consisting of not less than two company side members, two bargaining side members and the chairperson.
- e) At a properly constituted meeting, a decision of the Benefits Committee shall, on an appeal, consist of a simple majority of those members present at the meeting. The chairperson will only exercise a vote where a vote of the Benefits Committee has resulted in a tie. A minority position will be reported.

6) Meetings

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

7) Appeals

- a) When a member of any of the plans does not agree with an adjudication decision made regarding the benefits or his/her eligibility of any of the plans, the member should first submit a written request for review to the plan administrator.
- b) If the member is not satisfied with the results of the plan administrators, initial review, the member may:
 - i) The procedure in presenting an appeal based on the Health Care plan (Supplementary Health and Dental) is the following:
 1. If you do not agree with the initial decision of health care plan provider (HCPP), submit your request for a review in writing to the HCPP.
 2. If you do not agree with the review decision, contact either the NAV CANADA Benefits Section or contact the NAV CANADA Joint Council Secretariat. You will be required to provide a copy of the claim in dispute and the response provided by the HCPP. If personal medical information is required to pursue potential adjustment to the claim, written consent must

be provided before any further action will and can be taken. The documents belonging to the HCPP are made available to the Benefits Section or the NAV CANADA Joint Council Secretariat for consideration during the appeal. All such documents remain the sole property of the HCPP and no copies are to be made. All documents so obtained immediately upon completion of the consideration of the appeal, shall be returned to the HCPP. Neither the Benefits Section nor the NAV CANADA Joint Council will instruct the HCPP to reimburse the appellant in cases where the HCPP disagrees with the interpretation without the agreement of the Benefits Committee.

3. In the event that the response at this level is not satisfactory, you have the right to file an appeal with the NAV CANADA Joint Council's Benefits Committee. A written request must be forwarded to the NAV CANADA Joint Council Secretariat, for consideration at the next meeting of the Benefits Committee. The case file always eliminates the name of the appellant to protect their identity during the review.
4. The Benefits Committee schedules the appeal and considers the information to determine if the HCPP have interpreted the benefits plan correctly. In the case where the Benefits Committee finds that the benefits plan has not been interpreted correctly, the Benefits Committee provides direction to the HCPP.

N.B. Where the Benefits Committee determines the HCPP has interpreted the health plan correctly, there is no further appeal process.

- ii) The procedure in presenting an appeal for disability insurance (DI) is the following:
 1. If you do not agree with the initial decision of insurance plan provider (IPP), submit your request for a review in writing to the IPP.
 2. If you do not agree with the review decision, contact either the NAV CANADA Benefits Section or contact the NAV CANADA Joint Council Secretariat. You will be required to provide a copy of the claim in dispute and the response provided by the IPP. If personal medical information is required to pursue potential adjustment to the claim, written consent must be provided before any further action will and can be taken. The documents belonging to the IPP are made available to the Benefits Section or the NAV CANADA Joint Council Secretariat for consideration during the appeal. All such documents remain the sole property of the IPP and no copies are to be made. All documents so obtained immediately upon completion of the consideration of the appeal, shall be returned to the IPP. Neither the Benefits Section nor the NAV CANADA Joint Council will recommend that the IPP reimburse the appellant in cases where the IPP disagrees with the interpretation without the agreement of the Benefits Committee.

3. In the event that the response at this level is not satisfactory, you have the right to file an appeal with the NAV CANADA Joint Council's Benefits Committee. A written request must be forwarded to the NAV CANADA Joint Council Secretariat, for consideration at the next meeting of the Benefits Committee. The case file always eliminates the name of the appellant to protect their identity during the review.
4. The Benefits Committee schedules the appeal and considers the information to determine if the IPP has interpreted the insured plan correctly. In the case where, in the opinion of the Benefits Committee, it finds that the insured plan has not been interpreted correctly, the Board provides a recommendation to the IPP.
5. In the event that the IPP disagrees with the recommendation of the Benefits Committee neither NAV CANADA nor the Benefits Board of Management will be held liable for benefit payments that would have been made had the IPP approved the claim.

N.B. Where the Benefits Committee determines the IPP has interpreted the insurance plan correctly, there is no further appeal process.

- c) The secretary of the Board will prepare a file for each appeal. The file will summarise the appeal and include any pertinent information which may be of assistance to Board members.
- d) The appeal is a non-representational process. Therefore, the case file presented to board members will not contain the appellant's name or union affiliation, if any. The purpose of the appeal process is to determine if the member has been treated in accordance with the terms and provisions of the plans.
- e) The Benefits Committee has the discretion to reach a decision that embodies due consideration for individual circumstances and provisions of the plans.
- f) The Committee's decision on an appeal is final and binding on all parties. The decision cannot be further appealed or grieved.

**APPENDIX C - NAV CANADA JOINT COUNCIL OCCUPATIONAL SAFETY & HEALTH (OSH)
COMMITTEE - TERMS OF REFERENCE**

Note: Occupational Health and Safety Program under the NCJC has been supplanted by the Policy Occupational Health and Safety Committee established pursuant to the provisions of the Canada Labour Code.

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 Programs listed below:

- Occupational Safety and Health Programs 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 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.