



# **NAV CANADA JOINT COUNCIL CONSEIL MIXTE DE NAV CANADA**

**ISOLATED POSTS PROGRAM**

**Effective September 1, 2017**

**Revised April 1, 2023**



## ISOLATED POSTS PROGRAM

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## Isolated Posts Program

### GENERAL

#### Effective Date

This program is effective September 1, 2017.

#### Application

The program applies to permanent full-time employees assigned to an isolated post listed in Appendix D. Term and part-time employees are eligible for benefits under this program when they are:

- (a) assigned to an isolated post for a period of six months or more; and
- (b) are required to work more than 1/3 of the normal working hours of a full-time employee of the same grade and level.

#### Purpose and Scope

This program provides eligible employees with allowances and benefits to maintain a quality of life through compensation for cost differentials and hardships associated with living in an isolated post.

#### Orientation Materials

NAV CANADA will develop orientation materials for employees assigned to isolated posts, as well as for those responsible for the interpretation and/or administration of the program. The materials should include a summary of the program allowances and benefits, and a description of the conditions at the isolated post.

Employees will be provided with information on their benefits and allowances on assignment, and annually thereafter.

#### Employee Information

Each employee in an isolated post will be provided with a copy of this program, as well as information on their residential unit and applicable rental charges.

Employees who occupy corporately provided accommodation may request any information relating to rental charges. Where the information is not available locally, formal written requests should be made through immediate supervisors, who will obtain the information within a reasonable time. The occupant must include their full name and the complete address of the unit in their request.

## Inquiries/Concerns

For inquiries concerning the Isolated Post Program, including any items covered in this document, please contact the designated NAV CANADA Isolated Post Site Manager. Further inquiries can be directed to the human resources department. Problems not resolved at the Site Manager level may be addressed through the resolution process as outlined in the NCJC by-laws.

## Definitions

All-weather road means a gravel or higher standard road that extends between a location and a place named in the definition of point of departure that is impassable for less than three consecutive weeks during both freeze-up and break-up periods, and which includes daily ferry service.

Appropriate governing authority means one or more of the following that is applicable to the employee's circumstances:

- (a) a current collective agreement;
- (b) a current compendium of terms and conditions of employment; or
- (c) a NAV CANADA authority other than this program.

Corporately provided accommodation is living accommodation, owned, leased, rented or otherwise controlled, with respect to occupancy, by NAV CANADA.

CRA is the Canada Revenue Agency.

CRA rent ceiling means the relevant Housing Benefit Ceiling Amounts as described in CRA Guide T4130 – Employers' Guide to Taxable Benefits and Allowances. The amounts are updated each calendar year under CRA publication RC4054 – Ceiling Amounts for Housing Benefits in Prescribed Zones.

Dependant, with respect to an employee, means a person other than an employee who resides with you at your isolated post residence and is:

- (a) your spouse; or
- (b) someone for whom you can claim a tax credit under the Income Tax Act; or
- (c) your biological child, stepchild, adopted child, or legal ward who:
  - (i) does not have a legal spouse,
  - (ii) does not qualify under (b), and
  - (iii) is a full-time student at a school or other institution that provides training or instruction of an educational, professional, vocational or technical nature, and who is under 25 years of age.

Employed spouse is the spouse of a NAV CANADA employee who is also a NAV CANADA employee and resides with the employee.

Employee with dependants is an employee with at least one dependant living with them at their isolated post residence.

Employee without dependants means an employee who does not have a dependant living with them at their isolated post residence.

Family includes your spouse, if residing with you, and all those for whom you can claim a deduction under the Income Tax Act.

Hardship allowance is a comprehensive allowance provided to compensate for cost differentials and hardships associated with living in an isolated post

Leave year means the period beginning on the first day of April in one year and ending on the thirty-first day of March in the next year.

Isolated post means a location named in Appendix D.

Immediate family means your father, mother (or alternatively, stepfather, stepmother, or foster parent), brother, sister, spouse, child (including child of a common-law spouse), grandchild, grandparent, stepchild or legal ward, father-in-law, mother-in-law and any relative permanently living in your household or with whom you permanently reside.

Normal place of residence means:

- (a) the last place in Canada where you permanently resided prior to your isolated post assignment;  
or
- (b) where (a) does not apply, or you are not returning to that location, the normal place of residence will be a location in Canada determined by the responsible manager.

Normal working hours means the number and schedule of hours that a full-time indeterminate employee is required to work in accordance with an appropriate governing authority.

Prescribed zone means areas and locations specified in CRA publication T4039 – Places in Prescribed Zones, including Prescribed Northern Zone and Intermediate Prescribed Northern Zone, which may or may not be included in the Isolated Posts listed in Appendix D.

Point of departure means Vancouver, Edmonton, Winnipeg, Saskatoon, Ottawa, Montreal, or St. John's, whichever of these is nearest to your isolated post by the most practical route and means of transportation.

Transportation expenses, unless otherwise defined in this program, means the expenses referred to in the Relocation Program or Travel Program that are incurred by you and any of your dependants for transportation.

Travel expenses, unless otherwise defined in this program, means the expenses referred to in the Relocation or Travel programs that are incurred by you and any of your dependants for accommodation, meals and incidentals.

Vacation Travel, is travel away from your Isolated Post location on one or two occasions per leave year, depending on the number of trips available as outlined in Appendix D.

## PART I - ADMINISTRATION

### Allowance Rates

#### 1.1. Less than normal hours

- 1.1.1. Employees whose work hours are less than normal hours of work will be paid allowances on a daily basis for each hour worked, to a maximum of the daily allowance rate for full-time indeterminate employees of the same classification, group and level.

#### 1.2. Calculations

- 1.2.1. The amount of employee allowances will be calculated and paid in the same way as their salaries or wages, in accordance with an appropriate governing authority.
- 1.2.2. In calculating the amount of an employee's allowance, the number of hours worked will not include:
  - (a) any hours worked in excess of the normal working hours for that classification, group and level; and
  - (b) subject to Section 1.9, any hours for which salary or wages are not paid.

#### 1.3. Reduction

- 1.3.1. When the transportation cost for food, fuel or other supplies is borne by, or on behalf of, NAV CANADA and is not considered in the determination of allowances, the Vice President, Human Resources will prescribe a reduction appropriate to that cost in the hardship allowance rates.

### Types of Allowances

#### 1.4. Hardship Allowance

- 1.4.1. The comprehensive hardship allowance is designed to compensate for cost differentials and hardships associated with living in an isolated post. A hardship analysis is conducted by a third-party consultant to determine the appropriate band level of each post. The allowance calculation is comprised of five hardship categories, all weighted equally: accessibility/isolation, quality of life, availability of goods, availability of services and cost of living. Full details of the hardship analysis are contained in Appendix E.
- 1.4.2. Employees will be paid a hardship allowance at the rate set out in Appendix B in accordance with the isolated post band level.



- 1.4.3. Employees on maternity, parental and adoption leave who continue to reside at the Isolated Post will continue to receive their hardship allowance and special allowance where applicable.

### **1.5. Special Allowance**

- 1.5.1. Employees in corporate housing in Yellowknife and Wabush will receive a special allowance to offset their taxable benefit. This amount will be grossed up based on the individual's marginal tax rate as calculated by NAV CANADA. The individual's marginal tax rate for the upcoming year is estimated using the actual income data (reported in box 14 of an individual's T4) from the previous year. If the employee did not have a full year of earnings, the previous year's earnings will be annualized to conduct the estimate for the upcoming year.
- 1.5.2. Employees in private housing Yellowknife will receive a special allowance at the rate set out in Appendix B.

### **1.6. Temporary dual residence assistance**

- 1.6.1. Employees will be paid temporary dual residence assistance in accordance with the rate established by the
- 1.6.2. Relocation Program when their isolated post, on assignment, is:
  - (a) Resolute; or
  - (b) a location where the NCJC determines that no suitable accommodations are available for employees with dependants; and
  - (c) for that reason alone, they are required to maintain a separate residence at another location for persons who would be dependants if they resided at the isolated post accommodation.

## **Special Circumstances**

### **1.7. Travel status**

- 1.7.1. This program does not apply to persons at an isolated post who are in travel status (as per the Travel Program) and whose permanent assignment location is not an isolated post.

### **1.8. Leave without pay or absence without leave**

- 1.8.1. Subject to 1.12.4 and 1.12.5, as well as this section, employees will not be entitled to the allowances and benefits of this program for any period when they are:
  - (a) granted leave without pay by an appropriate governing authority; or
  - (b) absent from duty without leave.

- 1.8.2. Employees who are granted leave without pay for reasons of illness, injury, parental or maternity will be eligible for the benefits of both Section 2.1 and Relocation Upon Termination from an Isolated Post, as outlined in Appendix F of this program.
- 1.8.3. Employees who are granted Leave without Pay for maternity, parental and adoption leave and continue to reside at their isolated post during this period will continue to receive the vacation travel allowance as per Section 2.3.9 and the Hardship Allowance as per 1.4.3 and Special Allowance as per 1.5 where applicable.

## Effective Date

### 1.9. Commencement

- 1.9.1. With the exception of the Vacation Travel Allowance (VTA), the eligibility period for the payment of allowances will begin on the later of:
  - (a) the day the employees arrive at their isolated post; or
  - (b) with the expiration of transportation or travel expenses resulting from their assignment to an isolated post.
- 1.9.2. Subject to the rules under section 2.3, eligibility for the Vacation Travel Allowance (VTA) shall begin on the employee's reporting date as stated in their letter of offer.

### 1.10. Termination

- 1.10.1. Allowances will end on the earlier of:
  - (a) the first day employees are paid any transportation or travel expenses as a result of their relocation from the isolated post; or
  - (b) the day they cease to be employees.

### 1.11. Absence on travel status

- 1.11.1. When employees are absent from their isolated post and are paid transportation or travelling expenses in respect of that absence, on the 31st day of absence their allowances shall:
  - (a) cease, if none of their dependants remain at their isolated post;
  - (b) revert to the "without dependants" rate, if one of their dependants remains at the isolated post; or
  - (c) remain at the "with dependants" rate, if more than one of their dependants remains at the isolated post.
- 1.11.2. When the employee referred to in 1.11.1 resides in private housing with none of their dependants remaining at the isolated post, they will continue to receive 20% of the "without dependants" hardship allowance, provided they:

- (a) maintain an isolated post residence during their absence; and
- (b) do not sublet it.

1.11.3. Nothing in this section will be construed to affect the allowances of employees who are granted leave for vacation, furlough, compensatory, or lieu time off with pay by an appropriate governing authority and who:

- (a) remain at their isolated post; or
- (b) return to their isolated post at the conclusion of the leave or time off.

### **1.12. Absence for illness or injury**

1.12.1. When employees who have been granted sick or injury-on-duty leave with pay are absent from their isolated post, their allowances, on the 31st day of absence, will:

- (a) cease, if none of their dependants remain at their isolated post;
- (b) revert to the “without dependants” rate, if one of their dependants remains at the isolated post; or
- (c) remain at the “with dependants” rate, if more than one of their dependants remains at the isolated post.

1.12.2. When the employee referred to in 1.12.1 reside in private housing with none of their dependants remaining at the isolated post, they will continue to receive 20% of the “without dependants” hardship allowance, provided they:

- (a) maintain their isolated post residence during their absence; and
- (b) do not sublet it.

1.12.3. The responsible manager may authorize the continued payment of allowances for not more than 60 additional days of absence when employees, due to illness or injury, have been granted sick or injury-on-duty leave with pay and have been absent from their isolated post for more than 30 days.

1.12.4. The responsible manager may authorize the payment of allowances for not more than 30 days when employees have been granted sick leave without pay.

1.12.5. When employees are, or are expected to be, absent for a period in excess of the periods above by reason of the illness or injury for which they were granted leave, the Vice President, Human Resources may authorize the continued payment of their allowances.

### **1.13. Employed Spouses**

1.13.1. In cases of “employed spouses” and both reside in the same residence, each will receive the “Without Dependants Rate” outlined in Appendix B.

1.13.2. In cases of “employed spouses” and both reside in the same residence and have one or more additional dependants living with them, one employee will receive the “With Dependants Rate” and the other will receive the “Without Dependants Rate” outlined in Appendix B.

#### **1.14. Dependant becomes an employee**

1.14.1. When a dependant becomes an employed spouse they may request a reconsideration of the matter by submitting the relevant facts to their responsible manager in writing. On receipt of the written statement of facts from the employees, the responsible manager may deem them to be with or without dependants for purposes of this program.

#### **1.15. Dependant delayed**

1.15.1. When employees begin their assignment at an isolated post without any dependants, but satisfy the responsible manager that a dependant intends to reside with them during the full term of the assignment, the amount of any allowance will be calculated at the “with dependants” rate, provided the dependant arrives within 90 days of the assignment start date.

1.15.2. When no dependants remain at the employee’s isolated post residence for periods of more than 90 days, the amount of any employee allowances will be calculated at the “without dependants” rate beginning on the 91st day of the absence and ending on the day before the employee again has dependants at the residence.

1.15.3. With respect to 1.14.1 and 1.14.2, the responsible manager may direct that the employee’s allowance continue to be calculated at the “with dependants” rate for a period of time they will determine when they are satisfied that a dependant’s absence for more than 90 days:

- was unforeseen;
- was beyond the control of the dependant and the employee; and
- is temporary.

#### **1.16. Dependant, shared custody**

1.16.1. When employees satisfy their responsible manager, by means of a court order or declaration signed by both parents, that they have joint custody and joint residency of their children, the children will be considered dependants for the period they reside with the employees.

1.16.2. Should the rates of the employees' allowances change as a result of the above, an average annual rate will be calculated based on the length of time the employees should be paid the “with dependant” and “without dependant” rates, and they will be paid the same bi-weekly rate during the leave year. If changes in an employee's situation results in a

change to their entitlements (for example, if they leave the isolated post or NAV CANADA), their entitlements will be recalculated and the necessary adjustments made.

- 1.16.3. Except for section 2.1 (Non-elective medical or dental treatment), the entitlements of the dependants referred to in 1.15.1 to program benefits will be prorated based on the percentage of time they reside with the employee at the isolated post during the leave year.
- 1.16.4. Section 2.1 will apply to the children referred to in 1.15.1 provided they are residing with the employee at the isolated post at the time the travel is necessary.
- 1.16.5. Where an employee only has visitation privileges for his/her children, the children will be considered dependants if they reside with the employee at their isolated post residence for a period of 30 or more consecutive days. In addition:
  - (a) the changes, if any, in the rates of allowances payable to the employee will apply for the entire period the children reside with the employee;
  - (b) the other program benefits, except for Section 2.1, for which the children may be eligible during their stay with the employee, will be prorated based on the percentage of time the children reside with the employee at the isolated post residence during the leave year; and
  - (c) Section 2.1 will apply for the period the children reside with the employee at the isolated post residence.

#### **1.17. Medical clearances**

- 1.17.1. Before someone can be assigned to an isolated post, an Isolated Post/Remote Posting Medical Evaluation must be carried out for that person and any dependant to determine their medical, physical, dental and psychological fitness to live at the isolated post.
- 1.17.2. The examination may be conducted by a qualified medical practitioner.
- 1.17.3. The results of the examination will:
  - (a) be put in writing;
  - (b) express an opinion concerning the medical, physical, dental and psychological fitness of the person(s) examined to live at the isolated post; and
  - (c) be delivered to the responsible manager before the persons depart for the isolated post.
- 1.17.4. The responsible manager will review and may revoke an assignment to an isolated post when a medical opinion indicates that the employee or a dependant is unfit to live at the isolated post.



1.17.5. The cost of the examination will be borne by NAV CANADA.

## PART 2 - TRAVEL AND LEAVE BENEFITS (Excluding Corporate Business)

### Non-Vacation Travel Benefits

#### 2.1. Non-elective medical or dental treatment

#### Travel and Transportation Expenses

Unless otherwise specified in this program, the following travel and transportation expenses are considered reimbursable for eligible employees and their dependants.

- 2.1.1. The employee will be reimbursed the actual cost of accommodation within the provisions of this section.
- 2.1.2. Luxury accommodation will not be used. Efficiency units should be used when available, particularly if the accommodation period is prolonged.
- 2.1.3. If private accommodation is used, one private accommodation allowance will be reimbursed for the employee as per the Travel Program.
- 2.1.4. For each full calendar day, meals and incidentals will be reimbursed in accordance with the Travel Program, and paid to the employee and each dependant of 12 years and over.
- 2.1.5. Dependants under 12 years of age will receive half the meal allowance for each full calendar day the dependant is enroute, as per the Travel Program.
- 2.1.6. Air travel associated with this section will be arranged through NAV CANADA's Travel Service Provider.
- 2.1.7. Employees who are granted leave without pay for reasons of illness, injury or maternity will be eligible for the benefits of this section.
- 2.1.8. When employees or their dependants obtain medical or dental treatment at the nearest location in Canada where adequate treatment, as determined by the medical or dental practitioner, is available, the responsible manager will authorize reimbursement of the associated transportation and travel expenses when satisfied, by means of a certificate from the attending practitioner, that the treatment:
  - (a) was not elective;
  - (b) was not available at their isolated post; and
  - (c) was required without delay.

Note: There may be occasions when a delay of several weeks or longer occurs before the patient can receive treatment. This section applies when the delay is due to the fact that the facilities or medical practitioners at the treatment centre were not available immediately.

- 2.1.9. Expenses under this section will not be reimbursed for aesthetic or cosmetic orthodontic treatment. However, they are reimbursable when a dental practitioner certifies that treatment is required for new-born infants with cleft lips and palates; for persons with broken jaws or seriously damaged teeth resulting from accidents; and for persons with severely handicapping malocclusions causing severe masticatory dysfunction.
- 2.1.10. The expenses will include those of any person, other than the one who obtains treatment, if the responsible manager is satisfied that:
- (a) the person who obtains treatment needs to be escorted during the period of travel; or
  - (b) no suitable arrangements can be made at the isolated post for the care of the dependants, who must therefore accompany the person obtaining treatment.
- 2.1.11. When employees are granted benefits under this section, the reimbursement of transportation and travel expenses incurred for employees, their dependants and escort will be authorized when the responsible manager is satisfied that:
- (a) the treatment or transportation was unavoidably prolonged; or
  - (b) the medical or dental practitioner has certified that the continued presence of the escort referred to in 2.1.10 is required for purposes of the treatment; or
  - (c) the presence of the dependants referred to in 2.1.10 is warranted; and
  - (d) meals and accommodation are not provided free of charge to the persons referred to in this section.

Employees will reimburse NAV CANADA for any funds received from a third party (e.g. provincial or territorial government) to cover expenses paid by NAV CANADA under section 2.1.

## **2.2. Compassionate, Bereavement or Adoption of a Child travel and expenses**

- 2.2.1. When employees are granted leave under the terms of the respective collective agreements for:
- a. an illness in their immediate family that is certified as critical by a qualified medical practitioner;
  - b. a bereavement in the immediate family; or
  - c. the adoption of a child,

that requires employees to travel from their isolated post to another location and back, they will be reimbursed the associated transportation and travel expenses in an amount



that does not exceed that which would have been incurred in travelling to the point of departure and back by the mode(s) of transportation they used. In the case of bereavement travel, employees are required to apply for the bereavement fares offered by airlines.

- 2.2.2. The benefits provided under this section will be extended to:
- a. the employee and their spouse, for the critical illness or death of their biological child, stepchild, adopted child or legal ward; or
  - b. the employee or their spouse, for the critical illness or death of other members of the employee's immediate family;
  - c. the employee and their spouse, in the adoption of a child, for the journey between the isolated post and the location of the child; and
  - d. the employee, their spouse and child, for the return journey with the adopted child.

## Vacation Travel Benefits

### 2.3. Vacation travel allowance

- 2.3.1. The annual Vacation Allowance and number of Vacation Travel trips are outlined in Appendices C and D.
- 2.3.2. Eligible employees and their eligible dependants will receive this annual payment for vacation travel purposes in April of each year.
- 2.3.3. For purposes of this section, eligible dependants include children under the age of 25 who are attending post-secondary institutions not located at the isolated post but do not include children who are less than two (2) years of age unless the child attains the age of 2 before the end of the leave year for which the payment is being made.
- 2.3.4. The allowance will be calculated as follows:
- (employee + number of eligible dependants) x amount of allowance x # of eligible trips per year
- 2.3.5. Eligible employees who arrive at an isolated post on or after April 1 of any year will receive a prorated IPA vacation allowance for the remaining number of days in the leave year.
- 2.3.6. If you and your dependants have a known departure date, the allowance you receive in April will be prorated by the number of days you are expected to work at the isolated post.
- 2.3.7. If you intend to use the allowance provided for vacation travel, you must submit an IPA Vacation Travel Payment Form to Payroll and income taxes will not be withheld.

- 2.3.8. If at the time of the payment you have not maximized your employment insurance (EI) deductions or deductions for CPP/QPP, these premiums will be deducted from the allowance. However, it should be noted that, as a result, your EI and CPP/QPP deductions will be maximized earlier in the year and your net pay will increase sooner.
- 2.3.9. Paid leaves of absence will not impact your allowance as long as you continue to reside at the isolated post. However, most unpaid leave of absences will result in a reduction of your overall vacation allowance. If you are on Maternity, Parental or Adoption leave and continue to reside at the isolated post during this period, the allowance will not be reduced.
- 2.3.10. In April, you will be paid the full amount of your vacation allowance and if an unpaid leave (other than Maternity, Parental or Adoption leave) is subsequently taken, a prorated amount will be recovered.
- 2.3.11. If you are on an unpaid leave of absence at the start of the leave year, a prorated allowance will be paid when you return.
- 2.3.12. If you resign, retire or leave the isolated post prior to the end of the leave year, a prorated amount will be recovered from your allowance.
- 2.3.13. In the event of your death or that of any dependant while living at an isolated post, there will not be any recovery of a vacation allowance.
- 2.3.14. No additional amounts will be paid for ground transportation to and from the airport at the isolated post and/or the point of departure.

#### **2.4. Elective medical or dental treatment**

When employees are granted Vacation Travel benefits and they, or any of their dependants, require elective medical or dental treatment that is not available at the isolated post, they will be granted additional leave with pay once in each leave year for the actual number of days required to obtain the treatment up to a maximum of three days.

#### **2.5. Leave conditions associated with vacation travel**

Periods of leave granted to an employee under sections 2.6 and 2.7 will:

- (a) not be deducted from the leave credits earned by the employee in accordance with an appropriate governing authority;
- (b) not be cumulative; and

- (c) be considered part of the leave of absence for which it was granted, for all purposes specified in sections 1.13 and 1.14.

## **2.6. Time off associated with vacation travel**

On each occasion that employees are granted Vacation Travel benefits (number of trips as outlined in Appendix D) and travel from their isolated post, they will be granted time off with pay, in lieu of being required to travel on a working day or on a day of rest, for the actual and reasonable time required to travel from the isolated post to the point of departure and back by the mode(s) of transportation they used up to a maximum of three days. This time off with pay will be granted when the employees:

- (a) are reimbursed transportation or travel expenses under Section 2.1, and
- (b) the travel time granted by an appropriate governing authority is insufficient for employees to travel to their destination and return.

### **EXAMPLE**

When employees are on Vacation Travel (number of trips as outlined in Appendix D) from the isolated post for 10 scheduled working days, and are entitled to 2 days off with pay for travel, their leave application would indicate 8 days of vacation, furlough, compensatory or lieu time off leave, and 2 days of other paid leave. This example would apply whether the employees travelled on scheduled working days or days of rest.

## **2.7. Transportation delays associated with vacation travel**

Employees may be granted up to five additional days of leave with pay if the responsible manager is satisfied that the time required to travel was prolonged by reason of transportation delays beyond the employees' control.

Responsible managers may grant additional leave with pay if they are satisfied that leave in excess of that granted under this section was required for the delays described above.

When employees are granted benefits under this section, responsible managers will authorize the reimbursement of transportation and travel expenses incurred by employees and their dependants if they are satisfied that the commercial carrier does not pay for expenses associated with the delays described above.

## PART 3 – LIVING ACCOMODATION CHARGES

### Purpose and Scope

It is NAV CANADA’s policy that employees who occupy corporately provided accommodation will be accorded treatment equivalent to that of persons renting similar accommodation from private or commercial sources.

This program concerns only those employees who are “permanent” occupants of corporately provided accommodation in Canada. It does not apply to those on travel status, or who are otherwise considered transient.

To carry out its responsibilities, NAV CANADA must be able to house employees in all parts of the country. Accommodation is only provided to employees where:

- (a) it is an operational requirement and is necessary to combine the employee's accommodation and place of work;
- (b) it is clearly advantageous to have the employee reside at or near the job location; or
- (c) no suitable living accommodation is available in the vicinity.

### Rental Charges

#### 3.1. Rental Charges

- 3.1.1. All rental charges for corporately provided accommodation will be equivalent to the CRA rent ceilings, depending on whether the unit has been assessed as a house or an apartment (see Appendix A). This includes those Isolated Posts that are in a prescribed zone with a developed rental market.
- 3.1.2. If NAV CANADA’s lease amount is less than the CRA rent ceiling, the lower amount will be used as the rental charge.
- 3.1.3. The monthly rental fee will be adjusted annually and effective January 1st to reflect the revised CRA rent ceilings. Employees will be notified of the new charges as soon as the CRA rent ceilings are published.

#### 3.2. Maintenance problems

- 3.2.1. Where serious maintenance problems affecting the living standards of the accommodation are not corrected within 30 days, NAV CANADA may suspend all or part of the rental charge until the problems are corrected. For example: flood damage, disruption of normal services, breakdown in sewer and water facilities, leaking problems, etc.

### 3.3. Furnishings

- 3.3.1. No additional charge will be imposed for furnished living accommodation. Furnished living accommodation is provided only where it is cost-beneficial to NAV CANADA, comparing the cost of moving an employee's furniture and effects to and from the location, with the cost of providing and maintaining the furnishings and storing the employee's furniture and effects.

## Administration of Accommodation

### 3.4. Residential standards

- 3.4.1. Suitable living accommodation is defined by the relevant building code and property standards legislation for the jurisdiction.
- 3.4.2. Where feasible, NAV CANADA will upgrade those existing corporate housing units which do not conform to the standards.

### 3.5. Allocation of accommodation

- 3.5.1. Every effort will be made to provide employees with suitable housing based on family size and income. If suitable accommodation is not immediately available, the employee and dependants will be moved to more appropriate housing at the earliest possible date, at NAV CANADA's expense. Suitable accommodation should provide one bedroom for each dependent household child where available.
- 3.5.2. At the responsible manager's discretion, employees may be given accommodation options, where practical, on a first-come, first-served basis. If an employee chooses accommodation that is larger than normally required (e.g. employee without dependants in a three-bedroom apartment) and later requests, and is provided with, a smaller unit at the same location, the employee is responsible for any associated moving costs. If the accommodation is needed to house an employee with dependants, the displaced employee will be moved at NAV CANADA's expense.
- 3.5.3. Where an employee has no dependants and resides in a house because no apartment was available, the rent will be the CRA ceiling amount for an apartment.

### 3.6. Priorities

- 3.6.1. Where applicable, NAV CANADA will maintain a priority list and allocate suitably sized vacant units according to the following priorities, in descending order:

- (a) employees with no permanent accommodation at the location who are relocating from another northern or isolated post. The priority of employees in this category is directly related to the length of the employee's total current uninterrupted northern service;
- (b) employees moving to the location from another part of Canada who have no permanent accommodation at the location;
- (c) employees residing outside pool housing at that location, but whose accommodation there is inadequate due to changing family circumstances, loss of previous accommodation, or other reasons based on personal need; and
- (d) local residents, housing associations, or organizations (these are charged market rents and lease on a month- to-month basis).

### **3.7. Occupancy agreement**

- 3.7.1. No formal landlord-tenant relationship exists between NAV CANADA and employee-occupants of corporately provided accommodation. However, NAV CANADA should sign occupancy agreements so that mutual responsibilities are clearly understood. Appendix F provides a sample generic occupancy agreement and related terms and conditions. NAV CANADA is encouraged to use this sample agreement to ensure the uniform treatment of occupants. Additional clauses may be appended to the terms and conditions to reflect local requirements.
- 3.7.2. The sample occupancy agreement (Appendix F) states that no trade or business will be carried on from the unit without the prior written consent of NAV CANADA. In assessing requests, NAV CANADA will consider whether the business:
  - (a) Is allowed by the property owner
  - (b) Results in additional costs for utilities
  - (c) Conforms to local bylaws

## PART 4 – DETERMINATION OF ISOLATED POSTS

### 4.1. Criteria for determining levels

- 4.1.1. The criteria outlined in this section will assist in the determination of an Isolated Post. If a new location is added, a hardship analysis will be conducted by a third party to determine the band level, as outlined in Appendix E.

### 4.2. Population

- 4.2.1. Subject to this section, the population of a location is the number of people who inhabit it, as set out in:
- (a) the most current Statistics Canada population census; or
  - (b) a provincial or municipal record of population; or
  - (c) a record of any other local authority.
- 4.2.2. The population of a location may be fixed by NAV CANADA on the recommendation of the NCJC, when it:
- (a) cannot be clearly determined pursuant to 4.2.1; or
  - (b) is the aggregate of the populations of locations that are amalgamated with, or close to, that location.

### 4.3. North of the sixtieth

- 4.3.1. A location that is north of the 60th parallel of latitude will be designated as an isolated post.

### 4.4. South of the sixtieth

- 4.4.1. A location that is south of the 60th parallel of latitude may be designated as an isolated post if it:
- (a) has a population of less than 10,000, and
  - (b) is not accessible by means of an all-weather road, or it is accessible by means of an all-weather road, but is more than:
    - i. 161 kilometres by road from a location south of the 60th parallel of latitude and has a population of more than 10,000; and
    - ii. 322 kilometres by road from a location south of the 60th parallel of latitude and has a population of more than 50,000.
- 4.4.2. When an isolated post that is south of the 60th parallel of latitude attains a population in excess of 10,000 but not more than 15,000, it will not be deleted from Appendix D if it:
- (a) is not accessible by an all-weather road; or
  - (b) is accessible by means of an all-weather road and is more than 1,610 kilometres by road from a location that is south of the 60th parallel of latitude which has a population of more than 100,000.

- 4.4.3. An isolated post in 4.4.2 that is south of the 60th parallel of latitude will be deleted from Appendix D when its population exceeds 15,000.
- 4.4.4. An isolated post south of the 60th parallel of latitude that is located less than 161 kilometres by road from an isolated post in 4.4.2 will not be deleted from Appendix D until:
- (a) the population of the isolated post referred to in 4.4.2 exceeds 15,000; or
  - (b) its deletion is recommended for other reasons pursuant to this section.

#### **4.5. Designation**

- 4.5.1. The locations in Appendix D are hereby designated as isolated posts.
- 4.5.2. An isolated post will have the band level 1, 2 or 3 as set out in Appendix D.

#### **4.6. Additions, deletions**

- 4.6.1. NAV CANADA may:
- (a) add a location to Appendix D that conforms with the rules prescribed in sections 4.3 and 4.4; or
  - (b) delete a location from Appendix D that does not conform with the rules prescribed in sections 4.3 and 4.4.

#### **4.7. Changes to Appendix D**

- 4.7.1. With respect to a location named in Appendix D, NAV CANADA may establish, vary, or revoke any band level in conformance with the criteria.

#### **4.8. Rates established or changed**

- 4.8.1. The rates set out in Appendix B are hereby established for the Hardship Allowance.
- 4.8.2. In accordance with the approved methodologies, NAV CANADA may vary the rates set out in Appendix B, effective on the dates specified in the methodologies.
- 4.8.3. When the change is not in accordance with approved methodologies, the Vice President, Human Resources, on the recommendation of the NCJC, may vary or revoke the rates set out in Appendix B and specify the effective dates.
- 4.8.4. The Vice President, Human Resources, on the recommendation of the NCJC, may vary or revoke the rates set out in Appendix B and specify the effective dates.



## Effects of Changes

### 4.9. Addition to Appendix D

- 4.9.1. When a location is added to Appendix D pursuant to Section 4.6:
- (a) the hardship allowance is payable from the date specified by NAV CANADA; and
  - (b) the employee affected is eligible for the other program benefits from the date of the amendment list announcing the addition.

### 4.10. Increase

- 4.10.1. 4.10.1 When the hardship allowance or band level of an isolated post is raised:
- (a) the increase to the hardship allowance is effective on the date specified by NAV CANADA; and
  - (b) the change in other benefits of this program, if any, is effective on the date of the amendment list announcing the change.

### 4.11. Reduction

- 4.11.1. NAV CANADA will provide each employee affected with written notice of the change when:
- (a) the rates set out in Appendix B are reduced; or
  - (b) the band level of an isolated post set out in Appendix D is reduced.
- 4.11.2. The reduction in hardship allowance will be effective on the first day of the fourth calendar month after the month in which written notice was received.

### 4.12. Deletion or Revocation

- 4.12.1. NAV CANADA will provide each employee affected with written notice of the change when:
- (a) a location is deleted from Appendix D; or
  - (b) the rates set out in Appendix B are revoked.
- 4.12.2. The hardship allowance subject to section 4.12.3 and 4.12.4, and other benefits that are revoked will end on the first day of the fourth calendar month after the month in which the employee received written notice.
- 4.12.3. The benefits referred to in sections 2.4, 2.5, and 2.6 will end on the first day of the 16th calendar month after the month in which written notice was received, if the employee affected by the change was entitled to them on the date the change was made.
- 4.12.4. The benefits referred to in sections 14, 17 & 22 of Appendix G will not terminate if the employee affected by the change was entitled to them on the date the change was made.

**4.13. Assignment after effective date of change**

4.13.1. Employees whose term of assignment began on or after the date that a reduction or revocation of any allowance was made will be:

- (a) deemed to have received any written notice referred to in this part; and
- (b) paid allowances calculated at the rate in effect from time to time, as if they had received these written notices on the earliest date they were received by other employees.

## APPENDIX A – ANNUAL RENTAL CHARGES

	As of January 1, 2020	
Unit Type	Monthly Rental Charges	Yearly Rental Charge
Apartment	\$813	\$9,756
House	\$1,320	\$15,840

If NAV CANADA’s lease amount is less than the CRA rent ceilings as listed above, the lower amount will be the employee’s rental charge.

## APPENDIX B – HARDSHIP ALLOWANCE

Rate of Allowance – Effective Date August 1, 2010			
Band	Hardship Points	Without Dependants Rate	With Dependants Rate
1	0 – 2.5 points	\$3,637	\$5,093
2	2.6 – 4.5 points	\$7,268	\$10,178
3	4.6 – 10.0 points	\$14,532	\$20,349

Rate of Allowance – Effective Date January 1, 2018			
Band	Hardship Points	Without Dependants Rate	With Dependants Rate
1	0 – 2.5 points	\$3,637	\$5,093
2	2.6 – 4.5 points	\$7,268	\$10,178
3	4.6 – 10.0 points	\$20,000	\$30,000

### Yellowknife and Wabush

Employees in corporate housing in Yellowknife and Wabush will receive a special allowance to offset their taxable benefit. This amount will be grossed up based on the individual’s marginal tax rate as calculated by NAV CANADA.

Employees in private housing in Yellowknife will receive a special allowance as follows:

Without Dependants Rate	With Dependant Rate
\$7,000	\$9,800

## APPENDIX C – ANNUAL VACATION ALLOWANCE

Location	VTA Rates Effective 01-Apr-2023
Churchill, MB *	2,250
Fort Nelson, BC	1,250
Goose Bay, NF	1,500
High Level, AB	1,000
Iles de la Madeleine, QC	1,750
Inuvik, NT *	2,250
Iqaluit, NU *	3,750
La Ronge, SK ***	1,000
Norman Wells, NT *	2,500
Port Hardy, BC	750
Rankin Inlet, NU *	4,000
Resolute, NU *	5,500
Sioux Lookout, ON	1,500
Smithers, BC	1,500
Thompson, MB**	1,750
Wabush, NL	1,750
Whitehorse, YT	1,250
Yellowknife, NT	1,750

\* Two Trips per Year

\*\* VTA only as per Appendix

\*\*\* sole carrier site

## APPENDIX D – ISOLATED POSTS

Isolated Post	Hardship Score	Band	# of Trips per leave Year	Point of Departure
Churchill, MB	7.8	3	2	Winnipeg
Fort Nelson, BC	3.3	2	1	Edmonton
Goose Bay, NF	3.0	2	1	St. John's
Iles-de-la-Madeleine, QC	3.9	2	1	Montreal
High Level, AB	3.3	2	1	Edmonton
Inuvik, NT	4.6	3	2	Edmonton
Iqaluit, NU	5.7	3	2	Montreal
Kuujuuaq, QC	5.5	3	2	Montreal
La Ronge, SK	3.7	2	1	Saskatoon
Norman Wells, NT	4.6	3	2	Edmonton
Port Hardy, BC	2.7	2	1	Vancouver
La Grande, QC	5.2	3	2	Montreal
Rankin Inlet, NU	7.8	3	2	Winnipeg
Resolute, NU	7.8	3	2	Ottawa
Sioux Lookout, ON	2.5	1	1	Winnipeg
Smithers, BC	2.3	1	1	Vancouver
Wabush, NF	3.0	2	1	St. John's
Whitehorse, YT	0.9	1	1	Edmonton
Yellowknife, NT	2.2	1	1	Edmonton

## APPENDIX E – HARDSHIP ANALYSIS

The hardship allowance is a comprehensive allowance provided to compensate for cost differentials and hardships associated with living in an isolated post. The allowance calculation is comprised of five hardship categories, all weighted equally: accessibility/isolation, quality of life, availability of goods, availability of services and cost of living. Each of the five categories includes sub-categories, as indicated below. Two rating methods are used to evaluate individual hardship items: objective rating and scale rating.

**Objective Rating:** This method uses a set of defined statements regarding the level of services available. Each of the statements is assigned hardship points from 0 (no hardship) to 10 (high hardship). This rating method is typically used when quantifiable data is unavailable.

**Scale Rating:** This method assigns hardship points by comparing each location’s data to a set numerical scale. Each of the scale values is assigned hardship points from an equally distributed range of values. This rating method is typically used when quantifiable data is available.

Total hardship points are then established for each location, based on Standard City Canada, a weighted average of over 30 Canadian locations. The hardship points determine the relative hardship between isolated posts, which is converted into three band levels in order to determine an allowance amount for each isolated post.

Category	Category Weights	Sub-category	Sub-category weightings	Items
Accessibility / Isolation	20%			
		Highway Infrastructure	25%	
				All Weather Road Access
				No All Weather Road Access
		Land Factor	25%	Barren and Taiga Lands
		Air Transportation	25%	Daily Flights
		Communication Connectivity	25%	Telecommunication
Quality of Life	20%			
		Area Population / Density	16.67%	Population
		Climate	16.67%	Heating Degree Days
				Average Precipitation
				Mean Temperature
		Crime	16.67%	Crimes Per Capita
		Employment	16.67%	Unemployment Rate
		Schooling	16.67%	Overall School Systems
		Sports	16.67%	Sporting Opportunities

Availability of Goods	20%			
		General Goods	100%	Clothing and Department Stores
				Grocery Stores
				Overall Availability of Goods
Availability of Services	20%	General Services	50%	Fast Food and Restaurants
				Overall Availability of Services
		Medical Care	50%	Medical and Dental Services
Cost of Living	20%			
		Cost of Living Index	100%	Cost of Living Index

Total hardship points are then established for each location, based on Standard City Canada, a weighted average of over 30 Canadian locations. The hardship points determine the relative hardship between isolated posts, which is converted into three band levels in order to determine an allowance amount for each isolated post.

## Hardship Results

Location	Accessibility/ Location	Quality of Life	Availability of Goods	Availability of Services	Cost of Living	Hardship Score
Churchill, MB	8.3	7.8	6.3	6.9	10.0	7.9
Fort Nelson, BC	4.0	4.5	3.3	3.8	1.0	3.3
Goose Bay, NF	2.1	5.8	3.3	3.8	0.0	3.0
Iles-de-la-Madeleine, QC	4.5	4.1	5.0	5.0	1.0	3.9
High Level, AB	4.0	4.5	3.3	3.8	1.0	3.3
Inuvik, NT	6.0	4.6	5.0	2.5	5.0	4.6
Iqaluit, NU	6.6	4.6	3.7	3.8	10.0	5.7
Kuujuuaq, QC	7.3	3.6	5.0	5.6	6.0	5.5
La Ronge, SK	2.0	6.5	5.0	5.0	0.0	3.7
Norman Wells, NT	6.0	4.6	5.0	2.5	5.0	4.6
Port Hardy, B.C.	3.8	3.6	2.5	3.8	0.0	2.7
La Grande, QC	5.1	6.3	9.0	5.6	0.0	5.2
Rankin Inlet, NU	8.3	7.8	6.3	6.9	10.0	7.9
Resolute, NU	8.3	7.6	8.0	8.1	7.0	7.8
Sioux Lookout, ON	1.8	3.7	3.7	2.5	1.0	2.5
Smithers, BC	4.1	1.7	2.5	3.1	0.0	2.3
Wabush, NF	2.1	5.8	3.3	3.8	0.0	3.0
Whitehorse, YT	0.8	2.9	1.0	0.0	0.0	0.9
Yellowknife, NT	1.9	2.6	2.7	1.9	2.0	2.2

## APPENDIX F – OCCUPANCY AGREEMENT

### OCCUPANCY AGREEMENT

**BETWEEN**

**NAV CANADA (NAV CANADA)**

**AND**

\_\_\_\_\_  
(the Occupant)

WHEREAS NAV CANADA owns and operates the Air Navigation System in Canada pursuant to the Civil Air Navigation Services Commercialization Act;

AND WHEREAS NAV CANADA may provide living accommodation for its employees working in isolated posts; AND WHEREAS the occupant is an employee or ab initio student of NAV CANADA in an isolated post.

Now therefore, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### **1. DEFINITIONS**

In this Agreement, unless the context otherwise requires,

- 1.1. “Agreement” means this written Agreement between the Parties, including every document specified or referred to herein as forming part of the Agreement, all as amended by Agreement of the Parties from time to time;
- 1.2. “Occupancy Period” means the Occupancy Period as described in paragraph 2.2;
- 1.3. “Occupant” means an employee or ab initio student of NAV CANADA who is the Occupant of the Premises pursuant to this Agreement;
- 1.4. “Premises” means the Premises rented pursuant to this Agreement.

This Agreement is part of and must be interpreted in the context of the IPA Program.



## 2. OCCUPANCY

- 2.1. NAV CANADA agrees to provide the Occupant with living accommodation complete with heating, electrical, water and sewage and the Occupant agrees to rent and occupy such living accommodation namely  
(hereinafter called the Premises).
- 2.2. The Occupancy Period will commence on the    day of (month),    (year) and will, subject to this Agreement, terminate 30 days after written notice of the termination has been given by either party to  
  
the other, except that NAV CANADA may waive this requirement where, for NAV CANADA operational reasons, a move on lesser notice is required.
- 2.3. The Occupant and a representative of NAV CANADA shall complete a premises condition inspection report attached as Schedule A at the beginning of the Occupancy Period and when the Premises are vacated by the Occupant.
- 2.4. It is a condition of this Agreement that the Occupant be an employee or ab initio student of NAV CANADA. If and when the Occupant ceases to be either an employee or ab initio student of NAV CANADA he/she and his/her family members shall vacate the Premises within 30 days. However, when an Occupant's employment terminates, the former employee, spouse and/or dependents shall have the right to remain in the Premises until the end of the current school year, if applicable, or for other reasonable period as determined by NAV CANADA.
- 2.5. The Occupant shall not sublet, rent or assign all or part of the Premises without the written approval of NAV CANADA.
- 2.6. The Occupant shall use and occupy the Premises as a private dwelling house only and shall not carry on or permit to be carried on therein any trade or business unless otherwise authorized in writing by NAV CANADA.
- 2.7. The Occupant may keep certain domestic pets on the Premises with the prior approval of NAV CANADA.
- 2.8. NAV CANADA shall supply the initial complement of light bulbs and fuses for each newly occupied accommodation. The Occupant will be responsible for all replacement light bulbs and fuses.

### 3. OCCUPANCY FEE

3.1. The Occupant shall pay to NAV CANADA an Occupancy Fee, in advance, by payroll deductions, in amounts which are prescribed by the Isolated Post Program, as amended from time to time for:

- (a) the use and occupation of the Premises;
- (b) fuel and utilities;
- (c) parking, where provided separately and apart from the Premises.

3.2. The Occupancy Fee for the Premises is: Rent \$\_\_\_\_\_ + Utilities \$\_\_\_\_\_ = \$\_\_\_\_\_ per month

3.3. NAV CANADA shall provide the Occupant with notice in writing of changes in such Occupancy Fee in accordance with IPA program.

### 4. FURNITURE

4.1. Where furniture is supplied by NAV CANADA or the Landlord for the Premises pursuant to this Agreement as listed on Schedule A, the Occupant shall inspect such furniture and acknowledge the accuracy of the inventory and condition by signing it. The furniture and equipment shall remain on the Premises and the Occupant shall be responsible through pay roll deductions for the cost of repairing or replacing the latter, whether damaged, lost or stolen, and not otherwise insured, during the period of Occupancy, reasonable wear and tear excepted.

### 5. REPAIR and MAINTENANCE

5.1. The Occupant shall keep the Premises clean and in good state of repair, except for those deficiencies listed on the premises condition inspection report, Schedule A, at the time of the signing of the this Agreement.

5.2. NAV CANADA shall maintain the accommodation to a reasonable standard and shall repair or replace the furniture, as necessary, and shall bear all costs related thereto incurred as a result of normal wear and tear.

5.3. NAV CANADA shall periodically decorate or redecorate the interior and exterior of the accommodation, as necessary, In doing so, NAV CANADA shall take into consideration the occupant's taste but the parties understand and agree that the final decision will be made by NAV CANADA.

5.4. The Occupant shall not alter the Premises without the written consent of NAV CANADA. This includes but is not limited to:

- (i) redecorating the Premises, such as wall papering, painting or varnishing;
- (ii) installation of wires, cables, or aerials for radio, television or internet purposes upon the roof or other parts of the building;
- (iii) installation of additional major electrical appliances; and
- (iv) constructing fences, recreation rooms or buildings, such as garages, greenhouses, or pet houses.

5.5. Where permission is granted for any such alterations, the Occupant shall adhere to the relevant building code and property standards legislation for the jurisdiction and shall bear the total cost of the work and shall complete it within a reasonable time. The Occupant shall allow NAV CANADA to inspect the work. All permanently affixed work to the Premises shall not be demolished or removed by the Occupant at any time including upon termination of the Occupancy Period.

5.6. The premises are to be in good repair on possession, except for those deficiencies listed on the premises condition inspection report and NAV CANADA will be responsible for repairs as necessary to the main fabric of the dwelling (ie., permanent elements of the building, including approaches, external landscaping, entrances and exits, those parts commonly used by more than one occupant, those parts normally available to the public and all technical areas associated with the property management and functions) during the rental period.

Other repairs to keep the premises in good condition, fair wear and tear excepted, will be made by the Occupant including without limitation:

- (i) the replacement of broken windows, the replacement of fuses, the replacement or refastening of hinges and latches on kitchen cupboards, window and door hardware, etc.; and
- (ii) the removal and replacement of storm windows and doors, including their installation for the winter season; and for the maintenance of the grounds forming part of the Premises, including snow and ice removal, grass cutting and general landscape at all times including during periods of absence from the Premises, all in a condition satisfactory to NAV CANADA

5.7. The Occupant shall promptly report to the NAV CANADA site manager all leaky faucets, toilets and other deficiencies or damage. Failure to do so shall result in the cost of incremental repair to be the responsibility of the Occupant.

5.8. The Occupant shall take the following measures to avoid creating a fire hazard including but not limited to:

- (i) no kerosene, gasoline, or other flammable material shall be kept on the premises except in proper containers and in reasonable amounts;
- (ii) all fire escapes and exits shall be kept free of obstructions; as per local fire codes
- (iii) the occupant shall not alter or interfere with the electrical wiring, fixtures or electrical panels of the premises;
- (iv) wiring across the fuses or bridging fuse plugs in any manner is strictly forbidden;
- (v) stoves shall be kept clean and free of excessive grease; and
- (vi) occupants must clean and change, as necessary, the furnace air filters and humidifier pads, where provided by NAV CANADA.

5.9. If the Occupant fails to comply with any of the obligations under this Agreement or causes any damage or anything to be done to the Premises, NAV CANADA may repair or do the necessary work to the Premises and assess the cost thereof against the Occupant. Such failure by the Occupant may be considered reasonable grounds for termination of the Occupancy Period and NAV CANADA may at its option give the Occupant notice to vacate the Premises.

## **6. DAMAGES**

6.1. NAV CANADA is not responsible for damage or loss to the Occupant's personal effects while occupying the Premises. It is recommended that the Occupant obtain their own insurance for their personal effects in the form of a COMPREHENSIVE TENANTS PACKAGE.

## **7. INDEMNIFICATION**

7.1. The Occupant shall indemnify and save NAV CANADA harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which NAV CANADA shall or may become liable and suffer by reason of any breach, violation or non-performance by the Occupant of any term or provision herein or by reason of any death or injury resulting from, occasioned to or suffered by any person or any property by reason of any act, neglect or default on the part of the Occupant or any member of the Occupant's family or household or guests. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the rental period shall survive the termination of the rental period, anything in this Agreement to the contrary notwithstanding.

## **8. INSPECTION**

8.1. NAV CANADA may, during the rental period, on a minimum of 24 hours' advance notice to the Occupant enter the Premises for the purpose of inspecting its state of repair and cleanliness and to have maintenance work done. In case of emergency NAV CANADA may enter the Premises without notice. NAV CANADA may notify the Occupant that necessary repairs due to any act or neglect of the Occupant will be made, and the Occupant shall reimburse NAV CANADA through pay roll deductions, for the cost of any and all such repairs, other than repairs pursuant to paragraphs 5.4 and 5.6 above and reasonable wear and tear.

## **9. RULES AND OBLIGATIONS**

9.1. The Occupant agrees to comply with the foregoing rules and obligations and any other rules which NAV CANADA may from time to time make to ensure the proper care, cleanliness and safety of the Premises or to prevent nuisances. Further, the Occupant shall comply with all statutes, regulations and by-laws of any federal, provincial, territorial or municipal authority which affect the Premises or their use and occupation.

This Agreement was executed:

at: \_\_\_\_\_ this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(month) (year)

**Occupant:** \_\_\_\_\_

Witness \_\_\_\_\_

**NAV CANADA:** \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

## APPENDIX G – RELOCATION BENEFITS

### TO AN ISOLATED POST

#### 1. Conditions

- a) Nothing in this part will limit the application of an appropriate governing authority to that segment of the relocation between the point of departure and a place other than the isolated post.
- b) For purposes of this part, family members who permanently reside with employees, but who do not qualify as dependants under the Income Tax Act because they receive pensions, will be deemed to be dependants.

#### 2. Determination of eligibility

Employees will be reimbursed relocation expenses, determined in accordance with the Relocation Program, for the segment between the point of departure and the isolated post, when:

- a) their isolated post assignment is for a term of one year or more;
- b) they transfer from an isolated post to another location, including another isolated post; or
- c) they complete their isolated post assignment.

#### 3. Expenses (less than one year)

- a) The amount reimbursed will not exceed the lesser of:
  - i) the actual relocation expenses incurred; or
  - ii) the relocation expenses that would have been incurred between the employee's point of departure and the isolated post.
- b) Employees who are assigned to an isolated post for a period of three months or less will be reimbursed the amount of the transportation and travelling expenses they incurred in travelling to the isolated post, up to the amount that would be incurred in travelling from the point of departure to the isolated post by the mode(s) of transportation used by them.
- c) Employees who are assigned to an isolated post for a period of more than three months and less than one year will be reimbursed the amount of the transportation and travelling expenses they and their dependants incurred in travelling to the isolated post, up to the amount that would be incurred in travelling from the point of departure to the isolated post by the mode(s) of transportation used by them.
- d) Employees who are eligible for expense reimbursement under this part will be granted an accountable advance on request. Normally, this should be provided before the trip begins. When

this is not possible, the advance should be provided at the first location en route where payment is feasible.

#### 4. Weight limitations

- a) When fully or partially furnished accommodation is provided at the isolated post, the amount of relocation expenses attributable to the transportation of employee and dependants' personal and household effects, on the move into or out of the post up to a maximum of:
  - 900 kg, for the employee; plus
  - 900 kg, for their first dependant;
  - plus 225 kg, for each additional dependant.
- b) The responsible manager can reduce the weight of household and personal effects that can be transported at corporate expense when:
  - (i) similar household effects are part of the furnishings that come with the accommodation; or
  - (ii) aircraft is the most practical and economical means of transportation.
- c) The weight limitations referred to in this section will be increased by:
  - (i) 15 per cent for shipment by air or road;
  - (ii) 25 per cent for shipment by rail; or
  - (iii) 30 per cent for shipment by watercraft.
- d) When employees transfer from one isolated post to another, the responsible manager may authorize reimbursement for the transportation of household and personal effects that exceed the weight limits.
- e) When employees have completed five or more continuous years at isolated posts and are transferred out of isolated locations, the responsible manager will authorize reimbursement for the transportation of household and personal effects that exceed the weight limits outlined in this Appendix, up to a maximum of 450 kg in excess weight.
- f) When, through no fault of the employee, household and personal effects authorized for shipment at corporate expense exceed the weight limits, the responsible manager may authorize the additional costs incurred in their transportation.
- g) For purposes of weight limitations, when the shipment of automobiles or recreational vehicles (snowmobiles, boats, motorcycles, etc.) is authorized pursuant to the Relocation Program, the weight of these will not be considered part of the weight of the employee's household and personal effects.



- h) The responsible manager should use discretion when authorizing the shipment of private motor vehicles. The shipment should be authorized only to locations where there are roads and where employees normally use private motor vehicles. The most economical mode of transportation will be selected when the shipment of a private motor vehicle is authorized.
- i) With the exception of the weight restrictions outlined in this section, employees transferred into or out of an isolated post are entitled to all of the benefits, and subject to the conditions, of the Relocation Program.
- j) When an employee is assigned to, or transferred from, an isolated post and will not occupy corporately provided accommodation at the new location, the responsible manager will authorize a house-hunting trip, if requested, in accordance with the Relocation Program. This trip should normally be granted before the employee moves to the new isolated post.
- k) When an employee's expenses are to be reimbursed, the responsible manager may direct that an accountable advance be made, pursuant to the Relocation Program.
- l) Employees who are transferred from one isolated post to another are entitled to reimbursement for the costs incurred in receiving some, or all, of the household and personal effects and private motor vehicles that may have been in storage, as per section 5 below.
- m) If employees will be occupying fully or partially furnished accommodation, the combined weight of the furniture and effects being shipped from the storage location and the former isolated post will be subject to the conditions outlined in this section.

## 5. Storage of effects

- a) When any part of an employee's household and personal effects are not transported to their isolated post due solely to the weight limitations in section 4, and the responsible manager is satisfied that they need to be stored, arrangements will be made and payment authorized for costs associated with:
  - a. packing and loading;
  - b. transportation to the nearest adequate storage facilities;
  - c. storage charges;
  - d. insurance referred to in the Relocation Program;
  - e. transportation from the place of storage to the employee's place of duty or normal place of residence; and
  - f. unloading and unpacking.
- b) Upon receipt of proof of storage payment, the responsible manager will authorize reimbursement of the storage costs incurred for up to two private motor vehicles owned by

employees at the time of assignment, or replacements for vehicles placed in storage on assignment. The amount reimbursed will be up to the amounts specified in the Relocation Program for commercial or private dead storage, when employees are assigned to isolated posts where:

- (i) private motor vehicles are not normally used; or
  - (ii) the employer does not authorize the shipment of private motor vehicle(s).
- c) When employees choose not to store one or both of their private motor vehicles pursuant to this section, they will be reimbursed, on presentation of proof of storage payment, for the expenses incurred in storing recreational vehicles or boats that they own at the time of their transfer, in an amount that does not exceed that which would have been reimbursed for storage of their private motor vehicles.
- d) Expenses that result from the storage of an employee's vehicles or boats, such as servicing, insurance, etc., are not reimbursable.
- e) The authorization of payment for the costs referred to in this section will end on the expiration of:
- (i) the month in which employees should have taken possession of their goods; or
  - (ii) one month after the termination of employment.
- f) After the household and personal effects have been placed in storage, the responsible manager or the employee may review the situation. The responsible manager may authorize payment of costs for the continuation of storage, or for the shipment of the effects to the employee.

## 6. Delay of dependant's relocation

- a) The payment of all, or any portion of, the expenses incurred by an employee for the relocation of a dependant to the isolated post residence will be authorized when the responsible manager is satisfied that the person was a dependant at the time of the employee's assignment, and:
- i. did not accompany the employee to the isolated post; or
  - ii. did not arrive at the isolated post within 90 days of the date the employee arrived.
- b) When employees will be occupying fully or partially furnished accommodation, the aggregate of the weights of effects that may be transported and the weights of all other effects transported pursuant to this section will not exceed the limits outlined in section 4.

## 7. Delayed shipment of household effects

- a) Subject to this section, when persons who have not previously been eligible for the provision of this program:
  - i) are assigned to an isolated post for a term of one year or more, and
  - ii) have been reimbursed for the transportation of household and personal effects, the aggregate weight of which is less than the weight limitations referred to in section 4, they shall, at any time during the first 12 months of their assignment, be reimbursed for the transportation costs of additional household and personal effects, if the balance of the term of their assignment to that isolated post is for six months or more at the date of shipment of those additional effects.
- b) The aggregate of the weights of effects that are transported, pursuant to this section and section 4, will not exceed the weight limitations referred to in section 4.

## 8. Excess baggage

Subject to section 4, responsible managers will authorize reimbursement of the extra charges actually incurred for transporting excess baggage with a total weight that does not exceed 90 kg, when satisfied that:

- a) employees require some parts of their household and personal effects on the date they arrive at the isolated post; and
- b) those effects will not arrive at the isolated post on or before the date of the employee's arrival.

## FROM AN ISOLATED POST

## 9. Application

- a) A person employed for a specified term, or on a part-time basis, is not eligible for the benefits described in this part, unless they were:
  - i) assigned to an isolated post for a period of six months or more; and
  - ii) required to work more than one-third of the normal working hours of a full-time indeterminate employee of the same occupational group and level.
- b) Employees who are granted leave without pay for reasons of illness, injury or maternity will be eligible for these benefits.

## 10. Payment of expenses

- a) For employees who move to a location other than their isolated post, or who are required to vacate corporately provided accommodation at their isolated post, the total moving expenses, in accordance with the Relocation Program, will be limited to:

- (i) the relocation expenses for household and personal effects, and private motor vehicles or recreational vehicles, including those in storage, as per section 5;
- (ii) transportation and travel expenses for employees and dependants; and
- (iii) up to six days' interim accommodation.

#### **11. Entitlements of persons who are no longer dependants**

For purposes of this part, the following will be deemed dependants:

- a) an unmarried person who was a dependant on the date the employee was assigned to the isolated post; and
- b) family members who permanently reside with the employees but do not qualify as dependants under the Income Tax Act because they receive pensions.

#### **12. Time limit to incur expense**

- a) No amount will be paid for expenses that are incurred after the fourteenth day following termination of employment.
- b) When transportation for household and personal effects is not available within the 14-day period, expenses may be reimbursed if the effects are shipped at the earliest date transportation is available.
- c) In the event that an employee dies, the time period will be extended to 30 days or a longer period, as the responsible manager deems necessary.
- d) Under exceptional circumstances, the responsible manager may extend the time period for up to six months.
- e) The Vice President, Human Resources may, on written application, authorize payment of amounts that are prohibited under this section.

#### **13. (RESERVED)**

## Determination of eligibility

### **14. Retirement, disability, workforce reduction, incapacity**

This section applies when employees who have received any relocation benefits under section 2, or who have been hired and served at isolated posts for five or more continuous years, cease to be employees by reason of:

- a) retirement, having reached 65 years of age, or having reached 50 years of age with at least 20 years of pensionable service for purposes of the NAV CANADA Pension Plan;
- b) disability, certified by a qualified medical practitioner;
- c) staff reduction; or
- d) release for incapacity.

These employees will be reimbursed the relocation expenses referred to in section 10, in an amount that does not exceed that which would be incurred in moving to their normal place of residence.

### **15. Resignation (less than one year)**

- a) When employees resign without completing at least one continuous year at an isolated post and have not completed their term of assignment, the responsible manager may authorize a recoverable advance that does not exceed the transportation and travel expenses that would be incurred by employees and dependants in traveling between the isolated post and the point of departure.
- b) The responsible manager may direct that all, or a portion, of the relocation benefits the employees received be recovered.
- c) No advance will be paid until employees have signed and delivered a promissory note, payable to NAV CANADA on demand, for an amount covering both the advance and any amounts in b) above that are to be recovered.

### **16. Resignation (one to five years)**

Employees who have received any benefit under 3(a), and who resign after completing more than one and less than five continuous years of isolated post assignments, will be reimbursed for the expenses referred to in section 10 in an amount not exceeding that which would be incurred in relocating to the point of departure.

- a) Employees who have received any benefit pursuant to 3(b) or 3(c) and resign after completing more than one and less than five continuous years, will be reimbursed for the transportation and

travel expenses that they and their dependants incur in leaving the isolated post, in an amount not exceeding that which would have been incurred in traveling to the point of departure.

#### **17. Resignation (five or more years)**

Employees who resign after completing at least five continuous years of isolated post assignments will be reimbursed the relocation expenses referred to in section 10, in an amount not exceeding that which would have been incurred in moving to their normal place of residence.

#### **18. Completed assignment (one year or less)**

Employees who have received any benefits pursuant to 3(b) or 3(c), and have completed a term of assignment of one year or less at their isolated post, will be reimbursed the amount of transportation and travel expenses incurred in leaving the post:

- a) for themselves, if assigned for a period of less than three months; and
- b) for themselves and their dependants, if assigned for three months or more, up to the amount which would have been incurred in traveling to the point of departure.

#### **19. Completed assignment (one to five years)**

Employees who have received any benefits pursuant to 3(b) or 3(c), and have completed a term of assignment of more than one and less than five years at their isolated post, will be reimbursed the expenses referred to in section 10, in an amount not exceeding that which would have been incurred in traveling to the point of departure.

#### **20. Rejected on probation**


When employees rejected on probation have received any relocation benefit pursuant to 3(a) or have been hired at, and served in, isolated posts for five or more continuous years, they will be reimbursed the relocation expenses referred to in section 10, in an amount not exceeding that which would be incurred in relocating to their normal place of residence.

#### **21. Termination for cause**

- (a) When employees are dismissed, discharged or released after having completed at least five continuous years of isolated post assignments, they will be reimbursed those expenses referred to in section 10, up to the amount that would be incurred in relocating to their normal place of residence.
- (b) When employees are dismissed, discharged or released and have not completed at least five continuous years of isolated post assignments, the responsible manager may authorize an advance in accordance with section 15.

#### **22. Expenses incurred on death**

- (a) In the event of the death of an employee or dependant, the responsible manager will authorize reimbursement, to the employee or their estate, for expenses incurred in:

- 
- (i) the preparation of the remains for transportation, other than embalming or cremation costs;
  - (ii) the extra cost of a container for the remains, if required by the carrier; and
  - (iii) the transportation of the remains from the isolated post to the final resting place in Canada, or to the last place in Canada from which the remains are to be transported to a final place of rest outside Canada.
- (b) When an employee dies and the surviving dependants relocate, they will be reimbursed the benefits of section 10, in an amount not exceeding that which would have been incurred in relocating to their normal place of residence.
- (c) The weight restrictions specified in section 4 will be determined as if the relocation occurred immediately prior to the employee's death.
- (d) When an employee dies and the surviving dependants travel from the isolated post to attend the funeral, the transportation and traveling expenses they incur will be reimbursed in an amount not exceeding the amount that would have been incurred in traveling to the point of departure and back by the mode(s) of transportation they used.

## APPENDIX H - Fort McMurray and Thompson

During the most recent cyclical review of NCJC Allowances the parties discussed work locations that do not meet the criteria under the NCJC Isolated Post Program but deserve consideration for assistance due to their unique circumstances. The parties have agreed to introduce allowances for the following two work locations for the reasons described below.

It is understood that, other than the contents of this Appendix, these locations will not benefit from any other provisions under the Isolated Post Program.

### **Fort McMurray**

Employees who work in Fort McMurray are required to live within the city limits. Fort McMurray is a remote community where no option exists to reside outside of the city limits and commute to work. There is no ability to live outside of the city limits to lessen the cost of housing. Relative to the Canadian housing market, residents in Fort McMurray pay higher monthly rates for rental accommodation.

Effective September 1, 2017, all employees who work and permanently reside in Fort McMurray will receive a monthly housing allowance of \$750.00 to help offset the cost of housing.

### **Thompson**

The city of Thompson presents unique challenges due to its geographic location. It has a population of less than 15,000 and the closest city to Thompson is Winnipeg, which is situated 760 kilometers away.

Effective April 1, 2018, all employees assigned to Thompson will be eligible to receive an annual vacation travel allowance for each family member once per year based on the Vacation Travel Allowance calculation method.

The NCJC committee is committed to conducting an annual review of these allowances. Both the ongoing need and the appropriateness of the allowance amounts specified above will form part of this annual review.