

NAV CANADA JOINT COUNCIL

BILINGUALISM BONUS GUIDELINES

This bilingualism bonus program is deemed to be part of collective agreements between the parties who are members of the NAV CANADA Joint Council.

GENERAL

Effective date

This program was effective on April 1, 2014.

Purpose

This policy sets forth the conditions under which employees are eligible for the bilingualism bonus.

Other Language Training (Non-Reinstatement)

For information on language training outside the scope of Bilingualism Bonus reinstatement training referred to in clause 1.10, please refer to NAV CANADA's *Language Training Guidelines*.

DEFINITIONS

Acting assignment - means a compensation mechanism for employees temporarily performing higher level duties. It occurs when an employee is required to substantially perform the duties of a higher position for at least the qualifying period stipulated by the relevant collective agreement, or applicable terms and conditions guidelines.

Bilingualism bonus - means a sum of money paid to eligible employees occupying bilingual positions.

Bilingual position - means a position for which there is a clear requirement for the use of both official languages by the incumbent in the performance of the duties of the position. The identification of a position as bilingual is done in accordance with NAV CANADA criteria.

Written notice – means a written notice sent by a manager to an employee informing him/her that payment of the bilingualism bonus will cease or of the re-identification of the linguistic profile of his/her position.

PART 1 - APPLICATION

1.1 Eligibility

1.1.1 An employee is eligible for the bilingualism bonus from the date:

- (a) the employee occupies a position that has been identified bilingual; and
- (b) the manager or designated language testing school confirms that the employee meets the language requirements of the position.

1.1.2 The bilingualism bonus shall not be payable to the following:

- (a) persons ordinarily working one-third or less of the normal working hours for the same group and category; and
- (b) persons employed on a temporary basis for three months or less.

1.2 Failures – Responsibilities

- 1.2.1 In the event that the responsible manager determines that an employee in a bilingual position no longer meets the linguistic requirements of his/her position, the manager will provide written notice that he/she will cease to receive the bilingualism bonus two months after the date of the written notice.
- 1.2.2 If there is a disagreement between NAV CANADA and the respective Bargaining Unit as to the second language competency of an employee, an external third party specializing in such testing will determine that competency.
- 1.2.3 It is the responsibility of the manager to assess if the bilingual service provided by the position in question can be provided in an alternative manner, on either a temporary or a permanent basis.
- 1.2.4 In the event that the service can be provided *temporarily* in an alternative manner, refer to the reinstatement provisions in clause 1.9 and 1.10.
- 1.2.5 In the event that the service can be provided *permanently* in an alternative manner, it is the responsibility of the manager to review the linguistic requirements of position, in consultation with Human Resources. If it is determined that the linguistic designation of the position should be amended to a unilingual designation, refer to the provisions of clause 1.3.3 concerning reidentification of language requirements of positions (bilingual to unilingual).

1.3 Other Bonus Situations

- 1.3.1 If the language profile of a position is changed from **Unilingual to Bilingual**:
 - (a) payment of the bonus begins when the employee meets the language requirements of the position.
 - (b) Generally, when a position is changed from Unilingual to Bilingual and the employee does not meet the linguistic requirements of the position, the employee's ability to learn a second language will be assessed. If the assessment indicates that the employee has an aptitude that would enable him/her to achieve the required language skills within 2 years, appropriate training, as determined by NAV CANADA will be provided. If the assessment indicates otherwise, efforts will be made by the manager to locate alternative internal employment opportunities. This may be subject to specific terms and conditions outlined in various NAV CANADA collective agreements.

- 1.3.2 An employee must be notified within ten working days of a management decision to modify the language requirements of his/her position.
- 1.3.3 When the language profile of a position is changed from **Bilingual to Unilingual** payment of the bonus ceases two months after the written notice.

1.4 Assignments

- 1.4.1 An employee who receives the bonus and who is temporarily assigned to a unilingual position shall continue to receive the bonus only if the basic monthly salary of the new position is less than, or equal to, the basic monthly salary of the regular position plus the bonus.

1.5 Leave

- 1.5.1 An employee is entitled to the bonus applicable to his/her substantive position when on paid leave but not when he/she is on educational or sabbatical leave.

1.6 Term Employees

- 1.6.1 An individual appointed to a bilingual position for a specified term that exceeds three months, shall receive the bilingualism bonus from the date of appointment.
- 1.6.2 An individual appointed to a bilingual position for a term of three months or less is not entitled to the bonus.
- 1.6.3 An individual appointed to a bilingual position for a term of three months or less who remains in a bilingual position beyond the three-month period, shall receive the bonus for the period in excess of three months.
- 1.6.4 An employee who receives the bonus and who is appointed, without a break in service, to another bilingual term position continues to receive the bonus regardless of the duration of the term position.

1.7 Payment

- 1.7.1 The bilingualism bonus consists of an annual payment of \$800, calculated on a monthly basis and paid on the same basis as regular pay. Effective April 1 2007, the annual payment of \$800, calculated on a monthly basis and paid on the same basis as regular pay shall be either \$800 (treated as pensionable* earnings) or \$1,100 (treated as non-pensionable earnings).

New employees who are eligible to receive bilingual bonus shall make the above one-time election upon commencement of employment with NAV CANADA.

Employees in receipt of bilingual bonus at the time of implementation of the above changes will receive a one-time election to either continue receipt of the \$800 (treated as pensionable* earnings) or elect to receive \$1,100 (treated as non-pensionable earnings).

Existing employees who, after the introduction of this program, move from a unilingual position into a bilingual position shall upon commencement in a bilingual position make their one-time election.

- 1.7.2 An eligible employee shall be entitled to receive the bilingualism bonus for the full month for any month in which the employee receives a minimum of ten (10) shifts' pay in a position(s) to which the bilingualism bonus applies.
- 1.7.3 Part-time employees who work more than one-third of the normal period are paid the bonus on a prorated basis, to be calculated in reference to the normal hours these employees are expected to work.

*** pursuant to** Public Service Superannuation Act and/or the NAV CANADA Pension Plan

1.8 Pay considerations

- 1.8.1 The bilingualism bonus is considered part of an employee's salary only in respect of the following:
 - (a) Canada Pension Plan
 - (b) Quebec Pension Plan
 - (c) Employment Insurance
 - (d) The applicable Workers' Compensation authority
 - (e) Business Travel AD&D
 - (f) Basic Life Insurance
 - (g) NAV CANADA Long Term Disability Plan
 - (h) Management Insurance Plan (Unionized employees who have MIP coverage as a result of previously being excluded from collective bargaining or having moved from management back to a union)
 - (i) Quebec Health Insurance Plan
 - (j) Federal and Provincial Income Taxes
 - (k) Provincial Employer Health Taxes
 - (l) Payment for Balance of the Month of Death
- 1.8.2 The bilingualism bonus is not considered part of an employee's salary nor is it used to compute an employee's salary entitlements for the following:
 - (a) Transfer
 - (b) Promotion
 - (c) Overtime Calculation
 - (d) Severance Pay
 - (e) Pay in Lieu of Unfulfilled Surplus Period
 - (f) Demotion
 - (g) Payment of unused vacation leave on layoff, resignation or retirement

1.9 Reinstatement of the bonus

- 1.9.1 An employee, whose position remains bilingual and who has ceased to receive the bilingualism bonus, or who has received written notice that he/she will cease to receive the bilingualism bonus,

can reinstate his/her bonus eligibility. Such a reinstatement would require a personal commitment, as well as sustained individual efforts, on the part of the employee. The employee whose position remains bilingual may become re-eligible for the bonus if he/she can demonstrate that he/she re-acquired his/her language skills and can meet the language requirements of the position.

1.10 Reinstatement procedures

- 1.10.1 It is incumbent on the employee, subject to the approval of the responsible manager, to determine the most appropriate way to regain his/her knowledge of the second language.
- 1.10.2 Where an employee is committed to reinstating his/her bonus eligibility, the manager shall arrange an assessment to determine the language training requirements to re-acquire the language skills required for the position. Financial access to language training **outside working hours** will be authorized up to **a maximum of 200 hours**.
- 1.10.3 When an employee does not succeed in re-establishing that he/she meets the language requirements of his/her position, efforts will be made by the manager to locate alternative internal employment opportunities.

1.11 Accountability

- 1.11.1 NAV CANADA is responsible for policies on the bilingualism bonus.
- 1.11.2 More specifically, NAV CANADA is responsible for:
 - (a) developing and reviewing policies governing employees' eligibility for the bilingualism bonus, including exceptions;
 - (b) developing procedures concerning the ability of employees to meet the language requirements of their bilingual positions on a continuing basis, in accordance with policies regarding entitlements to the bilingualism bonus; and
 - (c) setting up control mechanisms regarding payment of the bonus to NAV CANADA employees.
- 1.11.3 Managers are responsible for authorizing payment of the bonus to their employees in accordance with established policies and guidelines and are accountable to NAV CANADA for the proper administration of affairs concerning the bilingualism bonus.
- 1.11.4 More specifically, managers are responsible for ensuring that:
 - (a) employees still meet the language requirements of their positions, according to the procedures set out in section 1;
 - (b) employees are informed of policies related to the bilingualism bonus;

- (c) payment of the bilingualism bonus is initiated or stopped in accordance with established policies and procedures; and
- (d) those employees concerned are notified of such changes as the raising of linguistic profiles of positions, the re-identification of positions from bilingual to unilingual or vice-versa.

1.12 Inquiries

1.12.1 All inquiries relating to this program should be directed to the Human Resources Department.