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Agreement between the Treasury Board and the Federal Government Dockyard Chargehands Association

Group: Ship Repair

(All Chargehand and Production Supervisor Employees
Located on **the East Coast**)

CODE: 663/98

Expiry Date: March 31, 1999

Canada

08519(06)

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****Asterisks denote changes from the previous Collective Agreement.**

PART A - GENERAL

ARTICLE A-1 PURPOSE OF AGREEMENT

A1-01 The purpose of this Agreement is to maintain harmonious relationships between the Employer, the Association and the employees and to set forth herein the terms and conditions of employment upon which agreement has been reached through collective bargaining.

ARTICLE A-2 INTERPRETATION AND DEFINITIONS

A2-01 For the purpose of this Agreement,

- (a) "Association" means the Federal Government Dockyard Chargehands Association;
- (b) "bargaining unit" means all chargehand, and production supervisor employees of the Employer in the Ship Repair Group of the Operational Category located on the east coast as described in the certificate issued by the Public Service Staff Relations Board on March 4th 1996;
- (c) a "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person of the opposite sex, publicly represented that person to be his/her spouse, and lives and intends to continue to live with that person as if that person were his/her spouse;
- (d) "continuous employment" has the same meaning as specified in the *Public Service Terms and Conditions of Employment Regulations*;
- (e) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
- (f) "day" means a twenty-four (%) -hour period:
 - (i) commencing at 23:45 and ending at 23:45 the following day for employees subject to clause B1-02(a),
 - (ii) commencing at 00:00 and ending at 24:00 for employees subject to clause B1-02(b), and

- (iii) commencing at 00:15 and ending at 00:15 hours the following day for employees subject to clause B1.02(c);
- (g) "double time" means **two (2)** times the straight-time rate;
- (h) "employee" means an employee **as** defined in the Public Service *Staff Relations Act* and **who** is a member of ~~the~~ Ship Repair Chargehands bargaining unit;
- (i) "Employer", except as specifically provided in clause B9-01, means Her Majesty in right of Canada as represented by the Treasury **Board**, and includes any person authorized to exercise the authority of ~~the~~ Treasury Board;
- (j) "harbour **limits**" means **an East-West line of 063 degrees (true) from York Redoubt through Maughers Beach on McNabbs Island. The area north of this line constitutes the Halifax harbour area and includes Bedford Basin;**
- (k) "holiday pay" means eight **(8)** hours' pay;
- (l) "hourly rate of pay" means the employee's **weekly** rate of pay divided by **forty (40)**;
- (m) "lay-off" means **an** employee whose employment has been terminated because of **lack of work** or because of **the** discontinuance of **a** function;
- (n) "leave" means authorized absence from duty by **an** employee during the employee's regular or normal **hours** of work;
- (o) "overtime" means time worked by **an** employee outside of the employee's regularly scheduled **hours**;
- (p) "pay" means basic rates of pay **as** specified in Appendix "A", and does not include shift premium;
- (q) "sea **trials**" means **trials** conducted outside the harbour **limits**;
- (r) "straight-time rate" **means** the hourly rate **of** pay;
- (s) "triple time" means three (3) times the straight-time rate;
- (t) "weekly rate of pay" means an employee's annual rate of pay divided by **52.176**.

A2-02 Except as otherwise provided in this Agreement, expressions **used** in this Agreement,

- (a) if defined in the *Public Service Staff Relations Act*, have **the** same meaning as given to them in that Act;
- (b) if defined **in** the Interpretation **Act**, but not defined in the *Public Service Staff Relations Act*, have **the** same meaning **as** given to **them** in the *Interpretation Act*.

ARTICLE A-3 CONFLICT BETWEEN FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

A3-01 If any law now in force or enacted during the term of this Agreement renders null and void **any** provision of **this** Agreement, **the remaining** provisions shall remain in effect for the **term** of the Agreement. The parties shall thereupon **seek** to negotiate substitute provisions which are in conformity with the applicable law.

A3-02 In **the** event that there is a conflict between **the** contents of **this** Agreement **and** any regulation except as provided under **Section 57(2)** of the *Public Service Staff Relations Act*, **this** Agreement shall take precedence over the said regulation.

ARTICLE A-4 APPLICATION

A4-01 The provisions of this Agreement apply to the Association, employees and the Employer.

A4-02 **Both** the English and French texts of this Agreement shall be official.

A4-03 Unless otherwise expressly stipulated, the provisions of this Agreement apply equally **to male** and **female** employees and words imparting the masculine gender include the feminine gender.

ARTICLE A-5**MANAGERIAL RESPONSIBILITIES**

A5-01 The Association recognizes and acknowledges that the Employer **has and shall** retain the exclusive right and responsibility to manage its operation in all respects and it is expressly understood **that** all such rights and responsibilities not specifically covered or **modified by** this Agreement shall remain the exclusive rights and responsibilities of the Employer.

Such rights will not be exercised in a manner inconsistent with the expressed provisions of this Agreement.

A5-02 This Article **will** not restrict **the** right of **an** employee **to** submit a grievance in accordance with the *Public Service Staff Relations Act*.

PART B -WORKING CONDITIONS

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ARTICLE B-1

HOURS OF WORK AND OVERTIME

B1-01 Hours of Work

- (a) The hours of work shall be forty (40) hours per week and eight (8) hours per day.
- (b) The workweek and workdays shall be:
- (i) from Sunday 23:45 to Friday 23:45 inclusive for employees subject to clause **B1-02(a)**,
 - (ii) from Monday to Friday inclusive for employees subject to clause **B1-02(b)**, and
 - (iii) ~~from~~ Monday 00:15 to Saturday 00:15 inclusive for employees subject to clause **B1-02(c)**.
- (c) The first and second days of rest shall be:
- (i) from Friday 23:45 to Saturday 23:45 and from Saturday 23:45 to Sunday 23:45 respectively for employees subject to clause **B1-02(a)**,
 - (ii) Saturday and Sunday respectively for employees subject to clause **B1-02(b)**, and
 - (iii) from Saturday 00:15 to Sunday 00:15 and ~~from~~ Sunday 00:15 to Monday 00:15 respectively for employees subject to clause **B1-02(c)**.

B1-02 The hours of work shall be scheduled as follows:

- (a) the first (night) shift shall be ~~from~~ 23:45 to 08:15 with an unpaid meal period from 03:45 to 04:15;
- (b) the second (day) shift shall be ~~from~~ 07:45 to 16:15 with an unpaid meal period from 12:00 to 12:30;
- (c) the third (evening) shift shall be from 15:45 to 00:15 with an unpaid meal period from 19:45 to 20:15.

B1-03 Notwithstanding the provisions of clause B1-02, the Association recognizes the requirement for certain employees to regularly report for work and to cease work at different hours than **those** established in clause B1-02, and the Employer agrees to discuss with the Association such changes in working hours before implementing them.

B1-04 The hours of work described in clauses B1-01 and B1-02 shall not be construed **as** a guarantee of a minimum or of a maximum hours of work.

B1-05 **An** employee may be transferred from one shift **to** another within a workday subject to the application of clause B1-09.

B1-06 Notwithstanding the provisions of clause B1-02:

- (a) **An** employee who works on the first (night) or **third** (evening) **shift:**
- (i) **on** three (3) or more consecutive workdays within a workweek,
or
 - (ii) **on** the first or **on** the first and second workdays in a **workweek** following **a** full workweek **on** the first (night) or **third** (evening) shift,
or
 - (iii) **on** the last or **on** the last and next to last workdays in a workweek **preceding** a full workweek **on** the first (night) **or** third (evening) shift,

shall **receive** a shift premium as specified in clause B13-01.

For the purpose **of** clause **B1-06(a)**, **an** employee on leave during the days referred to in clause **B1-06(a)** shall not be considered as breaking the consecutive workday or full workweek requirement of that clause.

For the purpose of clause **B1-06(a)(i)**, a paid holiday shall not be considered as breaking the consecutive workday requirement providing **three** (3) days of shift work **are** scheduled.

Where shift work is scheduled for a full workweek which includes **a** designated paid holiday, **the** holiday shall not affect **the** requirements of a full workweek referred to in clause B1-06(a)(ii) and (iii).

- (b) An employee who works on the first or third **shift**, other than as described in B1-06(a) shall be paid at double **(2)** time rate for each **hour** so worked and **no** shift premium shall be paid.

B1-07 The Employer will schedule shift **work** only **when** necessary. **On the** occasion of shift on **a** project the Employer will give to the employees **and** Association **as** much notice as practicable prior **to** the commencement of **shift** work.

B1-08 Overtime

The Employer will make every reasonable effort:

- (a) to distribute overtime **fairly** among available qualified employees;
- (b) to give ~~at~~ least four **(4)** hours' advance notice to employees who are required to work overtime;
- (c) to keep overtime to a minimum.

B1-09 Overtime Compensation

Subject to clause B1-13, overtime shall **be** compensated at the following rates:

- (a) double **(2)**time for **all** hours worked in excess of eight (8) **hours** in a **continuous period of** work or in excess of eight **(8)** hours in a **day to a maximum** of sixteen (16) **hours** in a continuous period of work; and for **all hours** worked **on** a day of rest to a maximum of sixteen (16) **hours**;
- (b) triple (3) time for **each** hour worked in excess of sixteen (16) hours in a **continuous period of work** or in excess of sixteen **(16)** hours in **any** twenty-four (24)-hour period, **and** for all hours worked by **an** employee **who** is recalled to work before the expiration of the eight (8)-hour period referred to in clause B1-10.

B1-10 **Subject to** clause B1-11, an employee who **works** for a period of **fifteen (15)** hours or more in a twenty-four **(24)** hour **period** shall not report on his/her next regular **scheduled** shift until eight **(8)** hours has elapsed from the end of the previous **working** period unless otherwise informed by his/her supervisor. If, in the application of this clause, **an** employee works less **than** his/her next full shift, **the** employee shall, nevertheless, receive eight **(8)** hours' regular pay.

B1-11 An employee will not work more than fifteen (15) hours in a twenty-four (24) hour period except where operational requirements dictate otherwise.

B1-12 When an employee is required to report for prescheduled overtime and reports to work on a designated paid holiday which is not the employee's scheduled day of work, or on the employee's day of rest, the employee shall be paid the greater of:

- (a) compensation at the applicable overtime rate for all hours worked,
or
- (b) compensation equivalent to **four (4)** hours' pay at the employee's hourly rate of pay, except that the minimum of **four (4)** hours' pay shall apply the first time only an employee is required to report for prescheduled overtime during a period of eight (8) hours, starting with the employee's first reporting.

Bi-13 An employee is entitled to overtime compensation for each completed six (6)-minute period of overtime worked by him/her.

B1-14 When management requires an employee to work through his/her regular meal period, the employee shall be paid at the applicable overtime rate for the period worked therein, and the employee shall be given time off with pay to eat.

B1-15

- (a) Notwithstanding the provisions of clauses B1-09 and B4-03, an employee may request, in lieu of overtime payment, compensatory leave with pay. Approval of the Employer shall not be unreasonably withheld.
- (b) The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment in the employee's substantive position on the day immediately prior to the day on which leave is taken.
- (c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- (d) Accumulated compensatory leave not used by March 31st of each year shall normally be paid in cash, Such leave may by mutual agreement be carried over to the following leave year.

B1-16 Rest Periods

The Employer shall schedule **two (2)** rest periods of ten (10) minutes each during each full shift.

B1-17 Overtime Meal Allowance

- (a) A meal allowance of six dollars and fifty cents (**\$6.50**) will be paid
- (i) to **an** employee who is not advised prior to mid-shift that he/she will be **required** to work overtime and provided the employee **works** for three (3) hours, commencing not more than **one (1) hour** following the employee's **normal** quitting time;
 - (ii) to **an** employee who is required to work at least three (3) **hours** immediately preceding the employee's normal starting time;
 - (iii) after an employee has worked an initial period of **three (3) hours overtime**, for each subsequent four (4)-hour period of overtime **worked**;
 - (iv) to **an** employee who **has** been recalled to **work** as provided in clause B2-01 for each four (4)-hour period of overtime **worked**; and
 - (v) to an employee who has been advised **that** he/she is required to work overtime commencing not more than **one (1) hour** following **the** normal quitting time and is subsequently advised after mid-shift that he/she is not required to **work**.
- (b) Except **as** provided in clause B1-17(a)(iv), an employee who works overtime on days of rest or holidays is not entitled to a meal allowance for the first eight (**8**) hours worked. A meal allowance of six dollars and fifty cents (**\$6.50**) will be paid for each subsequent four (4)-hour period of **overtime** worked.
- (c) The provisions of clauses **B1-17(a)** and (b) will not apply to employees assigned to sea trials where meals are provided without charge to the employees during periods described in clauses B1-17(a) and (b).

ARTICLE B-2
CALL-BACK PAY

B2-01 When **an** employee is called back to work overtime after he/she has left the Employer's premises:

- (a) on **a** designated paid holiday which **is** not an employee scheduled **day** of work,

or
- (b) on **an** employee's day of rest,

or
- (c) after the employee has completed his/her work for the day, **and** returns to work the employee shall be paid the greater of:
 - (i) compensation **at** the applicable overtime rate **for** time worked,

or
 - (ii) compensation equivalent to **four (4)** hours' pay at the straight-time rate,

provided that the period worked **by** the employee **is** not contiguous to the employee's scheduled shift and the employee was not notified of such overtime requirement prior **to** completing his/her last period of work.

B2-02 Other **than** when **required** by the Employer to operate a vehicle of the Employer for transportation to a **work** location other than **the** employee's normal place of work, **time** spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

B2-03 **An** employee who receives a call to duty or responds **to** a telephone or data line call after completing his **or** her work **for** the day **and** leaving his or her place of work may, **at** the discretion **of** the Employer, work **at** the employee's residence or at another place to which the Employer agrees, **and** receive compensation for time worked in accordance with the Overtime Article. In such instances, employees shall **not** be entitled to the **minimum** compensation under clause B2-01(c)(ii).

B2-04 Compensation under ~~this~~ Article is not to be construed as different ~~from~~ or additional to overtime pay, but shall be construed as establishing minimum compensation to be paid.

ARTICLE B-3 DESIGNATED PAID HOLIDAYS

B3-01 Subject to clause B3-02, the following days shall be designated paid holidays:

- (a) **New Year's** Day,
 - (b) Good Friday,
 - (c) Easter Monday,
 - (d) **the day fixed** by proclamation of the Governor in Council for celebration of **the Sovereign's** Birthday,
 - (e) Canada Day,
 - (f) Labour Day,
 - (g) **the day fixed by** proclamation of **the Governor in Council** as a general day of Thanksgiving,
 - (h) Remembrance Day,
 - (i) **Christmas** Day,
 - (j) Boxing **Day**,
 - (k) one additional **day** in **each year that, in the** opinion of the Employer, is recognized **to** be a provincial or civic holiday in the area in which the employee is employed or in any **area** where, **in the** opinion of **the** Employer, no such day is recognized as a provincial or civic holiday, the **first** Monday in **August**,
- and
- (l) one **additional day** when proclaimed by **an** Act of Parliament **as** a national holiday.

B3-02 Clause B3-01 applies only to an employee who is entitled to pay for at least ten (10) days during the thirty (30) calendar days immediately preceding the holiday.

B3-03 Holiday Falling on a Day of Rest

When a day designated as a holiday under clause B3-01 coincides with an employee's day of rest, the holiday shall be moved to the employee's next scheduled working day or to the second scheduled work day if the employee would otherwise lose credit for the holiday.

B3-04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause B3-03,

(a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest,

and

(b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

B3-05 Compensation for Work on a Holiday

Where an employee works on a holiday the employee shall be paid at the following rates:

(a) holiday pay plus double time for the first eight (8) hours of work,

(b) triple time for hours worked in excess of eight (8).

B3-06 Holiday Coinciding with a Day of Paid Leave

Where a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

ARTICLE B-4

TRAVELLING

B4-01 No employee shall be required by the Employer to use his/her own car for government business.

B4-02

- (a) Where an employee is required by the Employer to work at a point outside the employee's headquarters area, the employee shall be reimbursed for reasonable expenses as defined by the Employer.
- (b) When an employee is required by the Employer to travel to points within the headquarters area, the employee shall be paid a mileage allowance or transportation expenses at the rate paid by the Employer.
- (c) When an employee travels through more than one (1) time zone, computation will be made as if he had remained in the time zone of the point of origin for continuous travel and in the time zone of each point of overnight stay after the first day of travel.

B4-03 Where an employee is required by the Employer to travel to a point away from the employee's normal place of work, the employee shall be compensated as follows:

- (a) on any day on which the employee travels but does not work, at the applicable straight-time or overtime rate for the hours travelled, but the total amount shall not exceed eight (8) hours' straight time;
- (b) on a normal workday in which the employee travels and works:
 - (i) during the employee's regular scheduled hours of work at the straight-time rate not exceeding eight (8) hours' pay,
 - (ii) at the applicable overtime rate for all time worked outside the employee's regular scheduled hours of work,
 - (iii) at the applicable overtime rate for all travel outside the employee's regular scheduled hours of work to a maximum of eight (8) hours' pay at straight time in any twenty-four (24)-hour period;
- (c) on a rest day on which the employee travels and works, at the applicable overtime rate:
 - (i) for travel time, in an amount not exceeding eight (8) hours straight-time pay,

and

- (ii) for all time worked;
- (d) notwithstanding the limitations stated in Article **B4-03(a)**, (b) and (c), where an employee travels on duty, but does not work, for more than **four (4)** hours between 22:00 and 06:00, and no sleeping accommodation is provided, the employee shall be compensated at the applicable overtime rate for a maximum of eight **(8)** hours' straight-time pay.

B4-04 The Employer recognizes the value of safety belts or barriers in vehicles not designed for the carrying of passengers and will endeavour to provide vehicles with such equipment for transporting employees.

B4-05 When an employee dies or is injured as a result of an unscheduled flight the employee is required to undertake, the employee or the employee's estate shall be paid compensation with respect to flying accidents in accordance with the policy in force at the time the accident occurred.

B4-06

- (a) An employee assigned to a military establishment when in travel status will not be required to make use of the establishment for accommodation and messing except where it is evident that to stay elsewhere would be inconsistent with good order and common sense (for example, certain training courses, no suitable Commercial accommodation is convenient and available, etc.).
- (b) Subject to clause **B4-06(a)**, when an employee is required to utilize service accommodation, such accommodation shall be the equivalent where available, of good commercial accommodation.

ARTICLE B-5
LEAVE - GENERAL

B5-01 The amount of leave with pay credited to an employee by the Employer at the time this Agreement becomes effective, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.

B5-02 An employee who, on the **day that** this Agreement becomes effective, is entitled to receive furlough leave, that is to say five **(5)** weeks' furlough leave **with** pay upon completing twenty **(20) years** of continuous employment, retains entitlement to furlough leave subject **to** the conditions respecting the granting of such leave that are in force on the day that this Agreement becomes effective.

B5-03 When the employment of **an** employee who has been granted more vacation or sick leave **with** pay **than** the employee has earned is terminated by death, the employee **is** considered to have earned the amount of leave with pay granted to him.

B5-04 An employee shall not earn leave credits under this Collective Agreement in any month for which leave **has** already been credited to the employee under the terms of **any** other Collective Agreement to which the Employer is a party or under other rules or regulations of the Employer.

B5-05 An employee shall not be granted two **(2)** different types of leave with pay **with** respect to **the same** time.

ARTICLE B-6

VACATION LEAVE WITH PAY

B6-01 Vacation Year

The vacation **year** shall be from April 1st to **March** 31st of the following year, inclusively.

B6-02 Accumulation of Vacation Leave Credits

An employee shall earn, during the vacation year, vacation leave credits at the **following** rates for each calendar month during which the employee receives at least ten **(10)** days' pay:

- (a) five-sixths (5/6) of a day per **month until the month** in which the anniversary of the employee's first (1st) year **of** continuous employment **occurs,**

or

- (b) one and one-quarter (1 1/4) days per month commencing with the month in which the employee's first (1st) anniversary of continuous employment occurs,

or

- (c) one and two-thirds (1 2/3) days per month commencing with the ~~month~~ in which the employee's eighth (8th) anniversary of continuous employment occurs,

or

- (d) two and one-twelfth (2 1/12) days per month commencing with the month in which ~~the~~ employee's nineteenth (19th) anniversary of continuous employment occurs,

or

- (e) ~~two~~ and one-half (2 1/2) days per month commencing with the month in which the employee's twenty-ninth (29th) anniversary of continuous employment occurs,

- (f) however, an employee who has received or is entitled to receive furlough leave under ~~the~~ provisions of clause B5-02 will earn vacation leave credits at the rate of one and two-thirds (1 2/3) days per month ~~from~~ the beginning of ~~the~~ month in which the employee's twentieth (20th) anniversary of continuous employment occurs and return to the rate of two and one-twelfth (2 1/12) days per month beginning ~~with~~ the month in which the employee's twenty-fifth (25th) anniversary of continuous employment occurs.

B6-03 Entitlement to Vacation Leave With Pay

An employee is entitled to vacation leave with pay to the extent of the employee's earned credits but an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to ~~the~~ anticipated credits for the vacation year.

Scheduling of Vacation Leave With Pay

B6-04 Subject to clauses B6-05, B6-06 and B6-07, employees shall, subject to work requirements, normally take all their vacation leave during the vacation year in which it is earned.

B6-05 The Employer shall, subject to work requirements, schedule vacation leave at a time convenient to the employee.

B6-06 In order to ensure that vacation leave is planned and scheduled to the optimum benefit of the employee, the following action shall be taken:

- (a) not later than May 15th, the Employer will solicit each employee in writing to obtain the employee's preferences for any unscheduled portion of his/her vacation leave entitlement during the vacation year including if and when the employee plans to take at least two (2) consecutive weeks of vacation and periods of short duration;
- (b) by June 15th, the Employer, subject to work requirements, will schedule and post the approved vacation leave as requested in clause B6-06(a);
- (c) by October 1st, his/her supervisor will conduct a review to identify those employees with vacation leave still uncommitted and, in discussion with each employee, will establish if and when the employee plans to take his/her leave prior to the end of the vacation leave year;
- (d) by January 1st, subject to clause B6-07, where the employee fails to indicate his/her intention to take vacation leave, the Employer shall schedule such leave; and
- (e) upon request from an employee and with reasonable notice, the Employer shall, subject to work requirements, schedule vacation leave on shorter notice than that specified in clauses B6-06(a), (b), (c) and (d).

However, it is understood that vacation leave scheduled in accordance with clauses B6-06(a), (b), (c) and (d) has priority over vacation leave requested under clause B6-06(e).

B6-07 Carry-Over Provisions

- (a) Upon request ~~from~~ the employee, carry-over of total accumulated vacation leave up to and including ten **(10)** days either because of ~~an~~ employee's personal circumstances or work requirements, will be approved.

**

(b)

- (i) An employee **who** has accumulated vacation leave is required to **use**, in addition to his/her annual vacation leave twenty **(20)** days of his/her accumulated vacation leave until all previously accumulated vacation leave is reduced to ten **(10)** days.
- (ii) Carry-over of such vacation leave will be allowed under the following circumstances:
- (A) **an** employee, subject to work requirements, was not permitted to take vacation leave,
- and**
- (B) **the** total amount of leave is large and cannot be used within one **(1)** year.

**

- (c) **During** any vacation year, upon application by the employee and at the discretion of ~~the~~ Employer, earned but unused vacation leave credits in excess of fifteen **(15)** days may be paid in cash at the employee's daily rate of pay **as** calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position ~~on March 31st,~~ of the previous ~~vacation~~ year.

Leave When Employment Terminates

B6-08 When ~~an~~ employee **dies** or otherwise ceases to be employed, the employee or the employee's estate shall be paid **an** amount equal to the product obtained by multiplying **the** number of days earned but unused vacation ~~with~~ pay to the employee's credit by the daily rate of pay (i.e. rate in effect at time of termination) to which the employee is entitled by virtue of the certificate of appointment in effect at the time of the termination of employment.

B6-09 In the event of termination of employment for reasons other than death, the Employer shall recover from any monies owed the employee ~~an~~ amount equivalent to **unearned** vacation leave taken ~~by~~ the employee, calculated on the basis of the daily rate of pay (i.e. rate in effect at time of termination) to which the employee is entitled by virtue of the certificate of appointment in effect at the time ~~of~~ the termination of employment.

Advance Payments

B6-10 In view of special circumstances concerning this Group, the Employer agrees to issue advance payments of estimated net salary for the period of vacation requested, provided four **(4)** weeks' notice is received ~~from~~ the employee prior to the last pay day before proceeding on leave.

B6-11 Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure and shall consist of an estimated two ~~(2)~~, three ~~(3)~~, four **(4)** five ~~(5)~~, ~~or~~ six ~~(6)~~ weeks' net entitlement subsequent to ~~the~~ last **regular** pay issue.

B6-12 Any overpayments in respect of such pay advances shall be ~~an~~ immediate first charge **against** any subsequent pay entitlements and shall be recovered in full prior to ~~any~~ further payment of salary.

ARTICLE B-7 SICK LEAVE WITH PAY

B7-01 Credits

An employee shall earn sick leave credits at the rate of one ~~and~~ one-quarter **(1 1/4)** days for each calendar month for which the employee is entitled to pay for at least ~~ten~~ (10) days.

B7-02 Granting of Sick Leave With Pay

An employee is eligible for sick leave with pay when the employee is unable to perform his/her duties because of illness or injury provided that:

- (a) the employee ~~satisfies~~ the Employer of this condition in such manner ~~and~~ at such time ~~as~~ may be ~~determined~~ by the Employer,

and

- (b) the employee has the necessary **sick** leave credits.

B7-03 Unless otherwise **informed** by the Employer a statement signed by the employee stating that because of illness or injury the employee was unable to perform his/her duties shall, when delivered **to** the Employer, be considered **as** meeting the requirements of clause **B7-02(a)**, if the **period** of leave requested does not exceed five **(5)** days, but **no** employee shall be **granted** more **than** ten **(10)** days of sick leave with pay in a fiscal year solely on the basis **of** statements signed by the employee.

B7-04 **An** employee is not eligible for sick leave with pay during any period in which the employee **is** on leave without pay or under suspension.

B7-05 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause **B7-02**, sick leave with pay **may**, at the discretion of the Employer, be granted

- (a) for a period of up to twenty-five **(25)** days if the employee is awaiting a decision on **an** application for injury-on-duty leave,

or

- (b) for a period of up to fifteen **(15)** days if **the** employee has not **submitted** **an** application for injury-on-duty leave,

subject to the deduction of such advanced leave **from** any **sick** leave credits subsequently earned and, in the event of termination of employment for reasons other **than** death, the recovery of the advance from any monies owed the employee.

B7-06 When **an** employee **is** granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for **the** purpose of the record of sick leave credits, that the employee was not granted sick leave **with** pay.

ARTICLE B-8
OTHER TYPES OF LEAVE WITH OR WITHOUT PAY

B8-01

- (a) In respect of any request for leave under this Article, the employee may be required by the Employer to provide satisfactory validation of the circumstances necessitating such requests.
- (b) A statement, written on or accompanying the leave form, signed by the employee describing **the** reason for the leave shall normally satisfy the requirements of clause **B8-01(a)**, and may be used by the Employer in considering such leave requests.

B8-02 Bereavement Leave With Pay

For the purpose of **this** clause, immediate family is defined as father, **mother** (or alternatively stepfather, stepmother, or former legal guardian), brother, sister, spouse (including common-law spouse resident with the employee), child (including child **of** common-law spouse), stepchild or **ward** of the employee, father-in-law, mother-in-law and a **relative** permanently residing in the employee's household or with whom the employee permanently resides.

- (a) When a member of the immediate family dies, an employee shall be entitled to a bereavement period of four **(4)** consecutive calendar days which does not extend beyond the day following the day of **the** funeral. In addition, the employee may take up to three (3) days' for the purpose of travel related to the death. **During** such period the employee shall be paid for those days which are not regularly scheduled days of rest for that employee.
- (b) **An** employee is entitled to bereavement leave with pay, up **to** a maximum of one (1) day but not extending beyond the day of the funeral, in the event of **the** death of the employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) It is recognized by the parties that the circumstances which call for leave in **respect** of bereavement **are** based on individual circumstances. On request, the Deputy **Head** of a department may, after considering the particular circumstances involved, grant bereavement leave with pay in a manner other than specified in clauses B8-02(a) and B8-02(b) provided

that the combined period of bereavement leave with pay does not exceed the amounts specified in clause B8-02(a) or **B8-02(b)**.

- (d) Where in respect of any period of vacation leave, circumstances arise which necessitate bereavement leave in accordance with clause B8-02, **the** bereavement leave taken shall be substituted for vacation leave.

B8-03 Court Leave With Pay

The Employer shall **grant** leave with pay to **an** employee, other than **an** employee on leave without pay, or under suspension for the period of time his presence is required during his scheduled hours of work

- (a) to be available for **jury** selection;
- (b) to serve on a **jury**;
- (c) by subpoena or summons to attend as **a** witness in **any** proceedings, except one to which **an** employee is a party, held:
- (i) in or under the authority of a court of justice or before a grand **jury**,
 - (ii) before a **court**, judge, justice magistrate or coroner,
 - (iii) before **the** Senate or House of Commons of Canada or a committee of the Senate or House of **Commons** otherwise than in the performance of the duties of the employee's position,
 - (iv) **before a** legislative council, legislative assembly or house of assembly, or **any committee** thereof that is authorized by law to **compel** the attendance of witnesses before it,
- or
- (v) before **an** arbitrator or umpire or a person or body of persons authorized by law to make an inquiry **and** to compel the attendance of **witnesses** before it;

or

- (d) to appear on his/her own behalf or, when operational requirements permit, as a witness, before an adjudicator appointed by the Public Service Staff Relations Board.

B8-04 Injury-on-Duty Leave With Pay

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where a claim has been made pursuant to the *Government Employees Compensation Act*, and a Worker's Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

- (a) personal injury accidentally received in the performance of the employee's duties and not caused by the employee's wilful misconduct,

or

- (b) an industrial illness arising out of and in the course of the employee's employment;

if the employee agrees to remit to the Receiver General for Canada any amount received by him/her in compensation for loss of pay resulting from or in respect of such injury or illness, providing however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

**

B8-05 Maternity Leave without Pay

(a)

- (i) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.

(A) Notwithstanding sub-clause (a)(i) above:

(1) where the employee's newborn child is hospitalized within the period defined in sub-clause (a)(i) above,

and

(2) ~~where the~~ employee has proceeded on maternity leave without pay and then, upon request and ~~with~~ the concurrence of ~~the~~ Employer, returns to work for **all** or **part of** the period during which her newborn child is hospitalized,

the period of maternity leave without pay defined in sub-clause (a)(i) above may be extended beyond the date failing seventeen (17) weeks after ~~the~~ date of termination of pregnancy by a period equal **to that** portion of the period of the child's hospitalization during which the employee returned **to** work, to a **maximum of** 17 weeks.

(B) The extension described in sub-clause (a)(i)(A) above shall end not later ~~than~~ fifty-two (52) weeks after the termination date of pregnancy.

(ii) At its discretion, the Employer may require ~~an~~ employee to submit ~~a~~ medical certificate certifying pregnancy.

(iii) **An** employee who **has** not commenced maternity leave without pay **may** elect to:

(A) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,

(B) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in ~~the~~ Sick Leave With Pay Article. For purposes of **this** clause, illness or **injury** as defined in the Sick Leave Article shall include medical disability related to pregnancy.

- (b) An employee shall inform the Employer in writing of her plans for taking leave with **and** without pay to cover her absence from work due to the pregnancy **at** least four **(4)** weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to **occur**.
- (c) Leave **granted** under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

B8-06 Maternity Allowance

- (a) **An** employee who has been granted maternity leave without pay shall be paid **a** maternity allowance in accordance with the **terms** of the Supplemental Unemployment Benefit **(SUB)** Plan described in **B8-06(b)**, provided that she:
 - (i) has completed six **(6)** months of continuous employment before the commencement of her maternity leave without pay,
 - (ii) provides the Employer with proof that she **has** applied for and is in receipt of Employment Insurance **(EI)** pregnancy benefits pursuant to Section **22** of **the Employment Insurance Act** in respect of insurable employment with the Employer,
and
 - (iii) has signed **an** agreement with the Employer stating that
 - (A) she will return to **work** on the expiry date of her maternity leave without pay unless **this** date is modified with **the** Employer's consent.
 - (B) within eighteen **(18)** months following her return from maternity leave without pay, she will work an amount of hours paid at straight time calculated by multiplying the number of **hours** in the work week on which her maternity allowance was calculated by twenty **six (26)**.

- (C) she will be indebted to the Employer for the full amount of the maternity allowance she has received, if she fails **to return to** work as agreed to under sub-clauses (A) and (B) above **unless** her employment is terminated by reason of death, lay-off, or having become disabled as defined in the *Public Service Superannuation Act*.
- (iv) for the purpose of (iii)(B), periods of leave **with** pay shall count **as** time worked.
- (b) Maternity allowance payments made in accordance with the **SUB Plan** will consist of the following:
- (i)
- (A) where **an** employee is subject to **a** waiting period of two **(2)** weeks before receiving EI maternity benefits, ninety-three percent (93%) **of** her weekly rate of pay for each week of the waiting period, less any other moneys earned during **this** period,
- and**
- (B) for each **week** that the employee receives a pregnancy **benefit** pursuant to **Section 22 of the Employment Insurance Act**, the difference between **the gross** weekly amount of the EI benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any **other** moneys earned during the period which may result in a decrease in **EI benefits** to which the employee would have been **eligible** if no extra monies **had** been earned during this period.
- (ii) **the** maternity allowance to which **an** employee is entitled is limited to that provided in (i) and an employee will not **be** reimbursed for any amount that she **may** be required to repay pursuant to **the EI Act**.

- (iii) The weekly rate of pay referred to in sub-clause **B8-06(b)(i)** shall be:
 - (A) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (B) for **an** employee who has been employed on a part-time or on a combined full time **and** part-time basis during the **six (6)** month period preceding **the** commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in (A) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full **time** during such period.
- (iv)
 - (A) The **weekly** rate of pay referred to in (iii) shall be the rate **to** which the employee is entitled for her substantive level **to** which she is appointed.
 - (B) Notwithstanding (iv)(A), and subject to (iii)(B), if on the day immediately preceding the commencement **of** maternity leave without pay an employee has been on an acting assignment for at least four **months**, the weekly rate shall be the rate she was being paid on **that** day.
- (v) Where **an** employee becomes eligible for **a pay** increment or pay revision while in receipt of **the** maternity allowance, the allowance shall be adjusted accordingly.
- (vi) Maternity allowance payments made under the **SUB Plan** will neither reduce nor increase an employee's deferred remuneration or severance pay.

B8-07 Special Maternity Allowance for Totally-Disabled Employees

- (a) An employee **who**:
 - (i) fails **to** satisfy the eligibility requirement specified in sub-clause **B8-06(a)(ii)** solely because a concurrent entitlement to benefits

under the Disability insurance (DI) Plan, the Long-term Disability (LTD) insurance portion of the Public Service Management insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving EI maternity benefits,

and

- (ii) has **satisfied all** of the other eligibility criteria specified in sub-clause **B8-06(a)**;

shall be paid, in respect of each **week** of maternity allowance not received for the reason described in **B8-07(a)(i)**, the difference between ninety-three percent (93%) of her weekly rate of pay and the **gross** amount of her **weekly** disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause **B8-06** for a combined period of no more **than** the number of weeks during which she would have been eligible for pregnancy benefits pursuant to **Section 22** of the *EI Act* had she not been disqualified **from** EI maternity benefits for the reasons described in sub-clause **B8-07(a)(i)** above.

B8-08 Parental Leave Without Pay

- (a) An employee who becomes a parent through the birth of a child or the adoption of a child below the age of majority **shall**, upon request, be granted **parental** leave without pay for a single period of up to twenty-four **(24)** consecutive weeks beginning on or after the date of the child's **birth** or the date of acceptance of custody of the child for adoption.
- (b) The period of parental leave without pay shall end
- (i) no later than forty-one **(41)** weeks after the child is **born**, or, in the case of adoption, no later than 24 weeks after the date of acceptance of custody of the child for adoption.
- (ii) where a period of maternity leave without pay **as** described in subsection **B8-05(a)(i)(A)** above is extended in accordance with that subsection and is followed by a period of parental leave

without pay taken by the employee or by the employee's spouse, no later ~~than~~ fifty-two **(52)** weeks after the day the child is **born**.

- (c) An employee who intends to request parental leave without pay shall notify the Employer at ~~at~~ four **(4)** weeks in advance of the expected date of the birth of the child or as soon as the application for adoption **has** been approved by the adoption agency.
- (d)
 - (i) The Employer may require an employee **to** submit a birth certificate or proof of adoption for the child.
 - (ii) Parental leave without pay taken by a Public Service couple **shall** not exceed a **total** of twenty-four (24) weeks for both employees combined.
- (e) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

B8-09 Parental Allowance

- (a) An employee ~~who~~ **has been** granted parental leave without pay, shall be paid a parental allowance in accordance with the **terms of the** Supplemental Unemployment Benefit (SUB) Plan described in B8-09(b) below, providing he or she:
 - (i) has completed six **(6)** months of continuous employment before the commencement of parental leave without pay;
 - (ii) provides the Employer with proof that he or she has applied for **and** is in receipt of Employment Insurance (EI) parental benefits pursuant to Section 23 of the Employment *Insurance* Act in respect of insurable employment with the Employer,

and

- (iii) has signed an agreement with the Employer stating that he or she:
 - (A) will return to work on the expiry date of his/her parental leave without pay, unless this date is modified with the Employer's consent.
 - (B) within ten (10) months of his or her return from parental leave without pay, the employee will work an amount of hours paid at straight time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by fifteen (15).
 - (C) he/she will be indebted to the Employer for the full amount of parental allowance received, if he or she fails to return to work as agreed to under sub-clauses (a) and (b) for reasons other than death, lay-off, or having become disabled as defined in the *Public Service Superannuation Act*.
 - (iv) for the purpose of (iii)(B), periods of leave with pay shall count as time worked.
- (b) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (i)
 - (A) Where an employee is subject to a waiting period of two (2) weeks before receiving EI parental benefits, ninety-three percent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other moneys earned during this period.
 - (B) Other than as provided in (C) below, for each week in respect of which the employee receives EI parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross amount of the EI parental benefits he or she is initially eligible to receive and ninety-three percent (93%) of his or her weekly rate of pay, less any other moneys earned during

this period which may result in decrease in **EI** benefits to which the employee would have been eligible if no extra **monies** had been earned during this period.

- (C) Where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *EI* Act, the parental allowance payable under the **SUB** Plan described in **B8-09(b)(i)(B)** will be extended by the number of weeks of extended benefits which the employee receives under that Subsection.
- (ii) the parental allowance to which an employee is entitled is limited to that provided in (i) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *EI* Act.
- (iii) The weekly rate of pay referred to in sub-clause **B8-09(b)(i)** shall be:
 - (A) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay,
 - (B) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in (A) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (iv)
 - (A) The weekly rate of pay referred to in (iii) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
 - (B) Notwithstanding (A), and subject to (iii)(B), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting

assignment for at least four months, the weekly rate shall be the rate the employee was being paid on that day.

- (v) Where **an** employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance **shall be** adjusted accordingly.
- (vi) **Parental** allowance payments made under the **SUB** Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

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B8-10 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in sub-clause **B8-09(a)(ii)** solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving **EI** parental benefits,

and

- (ii) has satisfied all of the other eligibility criteria specified in sub-clause **B8-09(a)**;

shall be paid, in respect of each week of benefits under **the** parental allowance not received for the reason described in **B8-10(a)(i)**, the difference between ninety-three percent (93%) of the employee's rate of pay **and** the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid **an** allowance under **this** clause **and** under Clause **B8-09** for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the *EI Act*, had the employee not been disqualified from EI parental benefits for the reasons described in sub-clause **B8-10(a)(i)** above.

B8-11 Leave Without Pay for the Care and Nurturing of Pre-School Age Children

Subject to operational requirements as determined by the Employer, an employee shall be granted leave without pay for the personal care and nurturing of the employee's preschool age children in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave;
- (b) leave granted under this clause shall be for a minimum period of six (6) months;
- (c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (d) such leave shall be deducted for the calculation of "continuous employment" for the purposes of calculating severance pay and vacation leave.

B8-12 Leave Without Pay for Family-Related Needs

Leave without pay will be granted for family-related needs, in the following manner:

- (a) subject to operational requirements as determined by the Employer, leave without pay for a period of up to three (3) months will be granted to an employee for family-related needs;
- (b) subject to operational requirements as determined by the Employer, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for family-related needs;
- (c) an employee is entitled to leave without pay for family-related needs only once under each of (a) and (b) of this clause during the employee's total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer;
- (d) leave without pay granted under (a) of this clause shall be counted for the calculation of "continuous employment" for the purpose of Calculating severance pay and vacation leave for the employee involved;

- (e) leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay **and** vacation leave for the employee involved.

B8-13 Leave Without Pay for Relocation of Spouse

- (a) At the request of an employee, leave without pay for a period up to one **(1)** year shall be granted to an employee whose spouse is **permanently** relocated and **up** to five **(5)** years to an employee whose spouse is temporarily relocated.
- (b) Leave without pay granted under this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved except where the period of such leave is less **than** three **(3)** **months**.

B8-14 Leave With Pay for Family-Related Responsibilities

- (a) **For** the purpose of **this** clause, family **is** defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including stepparents or foster **parents**), or any relative residing in the employee's household or with whom the employee permanently resides.
- (b) Leave with pay shall be granted under the following circumstances:
- (i) an employee requesting leave under this provision must make every reasonable effort to schedule medical or dental appointments for dependent family members to minimize or preclude the employee's absence from work, and must notify his/her supervisor of **the** appointment as far **in** advance as possible. However, when alternate arrangements are not possible an employee shall be granted, subject to urgent work requirements, up to one-half (1/2) day of leave which shall normally be taken either before or after the normal meal period for an appointment to take a dependent family member as defined in clause **B8-14(a)**, for a medical or dental appointment when the dependent family member is incapable of attending the appointment by himself/herself, or for appointments with appropriate authorities in schools or adoption agencies;

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- (ii) leave with pay to provide for the immediate and temporary care of a sick dependent family member and to provide an employee ~~with~~ time to make alternate ~~care~~ arrangements where ~~the~~ illness is of a longer duration;
 - (iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;
 - (iv) up to five (5) days' marriage leave for the purpose of getting married provided that the employee gives the Employer ~~at~~ least five (5) days' notice.
- (c) The total leave ~~with pay~~ which may be granted under sub-clause (b)(i), (ii) and (iii) shall not exceed five (5) days in a fiscal year.

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B8-15 Leave Without Pay for the Long-Term Care of a Parent

At the discretion of the Employer, an employee may be granted leave without pay for the long-term personal care of the employee's parents, including step-parents or foster parents, in accordance with the following conditions:

- (a) an employee shall notify the Employer in ~~writing as far in advance as possible~~ but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of an urgent or unforeseeable circumstance, such notice cannot be given;
- (b) leave granted under this clause shall be for a minimum period of six (6) weeks;
- (c) the ~~total leave granted~~ under this clause shall not exceed two (2) years during an employee's total period of employment in the Public Service;
- (d) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and from the calculation of "service" for the purposes of calculating vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

B8-16 Leave With or Without Pay for Other Reasons

At its discretion, the Employer may grant leave with or without pay for purposes other ~~than those~~ specified in ~~this~~ Agreement.

**ARTICLE B-9
SEVERANCE PAY**

B9-01 For the purpose of this Article, the terms:

- (a) "Employer" includes any organization, service with which is included in the calculation of "continuous employment";
- (b) "weekly rate of pay" means the employee's annual rate of pay divided by 52.176 applying to the employee's classification, ~~as~~ shown in the instrument of appointment.

B9-02 Lay-Off

An employee with one (1) or more years of continuous employment who is laid off shall ~~be~~ paid severance pay based ~~on~~ completed years of continuous employment. It shall be calculated at ~~the~~ rate of two (2) weeks' pay for the first year of continuous employment and one (1) week's pay for each succeeding completed year of continuous employment on the first lay-off and one (1) week's pay for each Completed year of continuous employment on a subsequent lay-off.

B9-03 Resignation

An employee who has ~~ten~~ (10) or more years of continuous employment on resignation shall be paid severance pay calculated by multiplying half the employee's weekly rate of pay on resignation by the number of completed years of continuous employment ~~to~~ a maximum of twenty-six (26) years.

B9-04 Retirement

An employee who is entitled to ~~an~~ immediate annuity or an immediate annual allowance under the Public *Service Superannuation Act*, or ~~who~~ has five (5) years of continuous employment and ~~who~~ has attained the age of fifty-five (55) years and has resigned, shall be paid severance pay calculated by multiplying ~~the~~ employee's weekly rate of pay on termination of employment by the number of completed years of continuous employment to a maximum of thirty (30) years.

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B9-05 Death

Regardless of any other payment to an employee's estate, if the employee dies there shall be paid to the estate, severance pay calculated by multiplying the employee's weekly rate of pay at the time of death by the number of completed years of continuous employment to a maximum of thirty (30) years.

B9-06 Termination for Cause for Reasons of Incapacity

When an employee ceases to be employed by reason of termination for cause for reason of incapacity pursuant to Section 11(2)(g) of the *Financial Administration Act*, one week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

B9-07 Rejection on Probation

An employee with two (2) or more years of continuous employment who ceases to be employed for reasons of rejection during the employee's probationary period immediately following a second or subsequent appointment shall be paid severance pay calculated by multiplying the employee's weekly rate of pay on rejection during probation by the number of completed years of continuous employment to a maximum of twenty-seven (27) years.

B9-08 Continuous Employment

Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit by the Public Service, a Federal Crown Corporation, the Canadian Forces or the Royal Canadian Mounted Police. Under no circumstances shall the maximum severance pay provided under this Article be pyramided.

ARTICLE B-10**STATEMENT OF DUTIES**

B10-01 Upon written request, an employee shall be given a copy of his/her current position analysis schedule (PAS).

ARTICLE B-11 SAFETY AND HEALTH

B11-01 The Employer shall make ~~all~~ reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Association and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

~~The~~ Association agrees to encourage its members to observe and promote all safety rules and to use all appropriate protective equipment and safeguards,

ARTICLE B-12 TECHNOLOGICAL CHANGE

B12-01 ~~Both~~ parties recognize the overall advantages of technological change, as well as the effects that its introduction sometimes has on specific individuals when such change results in loss of jobs. Therefore, both parties shall encourage and promote improvements in production and moreover, will cooperate to find ways of reducing, and if possible, eliminating the loss of employment which may be ~~the~~ direct result of any major improvements.

B12-02 Recognizing the nature of the Fleet Maintenance Facility Cape Scott's operations, the Employer ~~will~~ provide one hundred and twenty (120) days' advance notice, whenever possible, of the introduction or implementation of technological change when it may result in significant change in the employment status or working conditions of employees.

B12-03 The Employer agrees to consult with the Association with a view to resolving problems which may arise as a result of ~~the~~ introduction of such technological change.

B12-04 The Association shall be informed in advance of all training courses related to technological change and, except when prevented by unforeseen circumstances or short notice, ~~the~~ Employer agrees to display in appropriate locations notices of forthcoming job-related training courses. Management will consult with ~~the~~ Association when establishing training criteria for such courses.

ARTICLE B-13
SHIFT PREMIUM

B13-01 An employee who is regularly scheduled to work third (evening) or first (night) shift shall be paid a ~~shift premium~~ of:

(a) one-seventh (1/7) of the employee's basic hourly ~~rate~~ of pay for each hour worked on third (evening) shift,

and

(b) one-seventh (1/7) of the employee's basic hourly rate of pay for each half-hour worked on the first (night) shift.

ARTICLE B-14
LOSS OF PERSONAL EFFECTS

B14-01 An employee who suffers loss of clothes or personal effects will be compensated in accordance with Order-in-Council PC-1974-4-1946.

B14-02 Where an employee is assigned to duty aboard a ship and suffers loss of clothing or personal effects (those which can reasonably be expected to accompany the employee aboard the ship) because of a marine accident or disaster, the employee shall be reimbursed the value of those articles up to a ~~maximum~~ of one thousand dollars (\$1,000) based on replacement cost less the usual ~~rate~~ of depreciation.

B14-03 An employee or the employee's estate making a claim under this Article shall ~~submit to the~~ Employer reasonable proof of such loss, and ~~shall~~ submit a signed affidavit listing the individual items and values claimed.

ARTICLE B-15
TOOLS

B15-01 The Employer agrees to continue its present practice of supplying tools ~~where~~ it considers them necessary, and such tools ~~shall~~ remain the property of the Employer.

B15-02 An employee who through neglect or negligence destroys or loses any of the tools issued to the employee by the Employer shall be held responsible for such damage or loss based on replacement cost less the usual rate of depreciation.

PART C - STAFF RELATIONS MATTERS

ARTICLE C-1
ASSOCIATION REPRESENTATION

C1-01 Access to Employer's Premises

The Employer agrees that accredited union representatives of the Association ~~may~~ have access to ~~the~~ Employer's premises upon notice to and ~~the~~ consent of the Employer. Such consent shall not be unreasonably withheld.

C1-02 Appointment of Stewards

- (a) The Employer acknowledges the right of the **Association to appoint a** reasonable number of Stewards, having regard to the plan ~~of~~ organization, the ~~dispersement~~ of employees at the work place and the administrative structure implied in the grievance procedure.
- (b) The Association recognizes that employees ~~who~~ are representatives of the Association have regular ~~duties~~ to perform in connection with their work for the Employer.

C1-03 Recognition of Association Representatives

~~The~~ Employer recognizes Association officers and stewards as official chargehands representatives and will not discriminate against them because of their legitimate activities ~~as~~ such. The Employer will not define the disciplinary action ~~to be~~ taken against an Association officer or steward without first giving ~~the~~ Association an opportunity of making representations on the Employee's behalf.

The Association ~~shall~~ supply a list of the names of Association officers and stewards ~~to the~~ Employer and shall advise the Employer of any ~~changes~~ thereafter.

C1-04 Leave for Association Officers and/or Stewards

Subject to operational requirements:

- (a) Time off with pay for Association officers and/or stewards to investigate employee complaints of an urgent nature may be granted upon request to their supervisor. ~~Such permission~~ shall not be unreasonably denied.

- (b) Association officers and/or stewards shall ~~inform~~ their supervisor before leaving their work to attend prearranged meetings with local management.
- (c) Where practicable such representatives shall report back to their supervisor before resuming their normal duties.

CI-OS Bulletin Boards

Reasonable space on bulletin boards, including electronic bulletin boards where available, will be made available to the Association for the posting of official notices in convenient locations determined by the Employer and the Association. Notices or other material ~~shall~~ require the prior approval of ~~the~~ Employer, except notices relating to the business ~~affairs~~ of the Association and social and recreational events. The Employer shall have the right to refuse the posting of any information that it considers adverse to its interests or the interests of any of its representatives.

ARTICLE C-2

ASSOCIATION SECURITY

C2-01 The Employer shall ~~as a~~ condition of employment, deduct monthly ~~an~~ amount equivalent to regular membership dues, in a fixed amount, established by the Association according to their constitutional provisions, exclusive of any separate deduction for initiation fees, pension deductions, special assessments or arrears which ~~may~~ exist on the date this agreement comes into effect, ~~from~~ the pay of all employees of the bargaining unit.

C2-02 The Association shall inform ~~the~~ Employer in writing of ~~the~~ authorized monthly deduction to be checked off for each employee defined in clause C2-01.

C2-03 For the purpose of applying clause C2-01, ~~deductions from~~ pay for each employee in respect of each month will ~~start~~ with the first full calendar ~~month~~ of employment to ~~the~~ extent that earnings ~~are~~ available.

C2-04 ~~As soon as~~ practicable after the ~~signing~~ of this Agreement, the Employer will provide the Association with an up-to-date list of all employees in the Ship Repair Chargehands bargaining unit and ~~will~~ provide appropriate quarterly lists of all employees who have been assigned to or have left the bargaining unit during ~~the~~ quarter.

**

C2-05 An employee who satisfies the Employer to the extent that he or she declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved.

C2-06 From the date of signing and for the duration of this Agreement, no employee organization, as defined in Section 2 of the *Public Service Staff Relations Act*, other than the Association, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

C2-07 The amounts deducted in accordance with clause C2-01 shall be remitted by cheque to the person designated by the Association within fifteen (15) working days of the date on which the deduction is made. The cheque shall be made payable to the Association and shall be accompanied by particulars identifying each employee alphabetically and the deductions made on the employee's behalf.

C2-08 The Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

ARTICLE C-3 ILLEGAL STRIKES

C3-01 The *Public Service Staff Relations Act* provides penalties for illegal strikes. A strike includes a cessation of work or a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding, or a slowdown or other concerted activity on the part of employees designed to restrict or limit output.

ARTICLE C-4 GRIEVANCE PROCEDURE

C4-01 In cases of alleged misinterpretation or misapplication arising **out** of agreements concluded by the **National** Joint Council of the Public Service on items which may **be** included in **a** collective agreement and which the parties **to this** agreement have endorsed, the grievance procedure will be in accordance with Section 7.0 of the NJC **By-Laws**.

C4-02 The purpose of this procedure is to provide **an** orderly and effective process for the consideration and resolution of the grievances of employees within the bargaining unit. **Both** parties recognize that in ordinary circumstances an employee should discuss his/her complaint with his/her supervisor **and** give him/her **an** opportunity **to** adjust the employee's complaint before **a** grievance is presented.

C4-03 In this **procedure**:

- (a) "grievance" means **a** complaint in writing presented by **an** employee on the employee's **own** behalf or on behalf of the employee and **one** or more other employees,
- (b) all "days" referred **to** in this procedure **are** calendar days, excluding Saturdays, Sundays **and** holidays.

C4-04 Subject **to** and as laid down in Section 91 of the **Public** Service **Staff** Relations Act, **an** employee who **feels** that he/she **has** been treated unjustly or **considers himself/herself** aggrieved **by** an action **or** lack of action by the Employer is entitled **to** present **a** grievance, other **than a** grievance arising **out** of the classification process, in the manner prescribed except that:

- (a) where there is another administrative **procedure** provided by law to deal with **the** employee's specific complaint such procedure must be followed,
and
- (b) where the grievance relates to the interpretation or application of this collective agreement or an arbitral award the employee is not entitled to present the grievance **unless the** employee has the approval of and is represented **by** the Association,

C4-05 An employee shall present his/her grievance at the first level of the Grievance Procedure not later than the twenty-fifth (25th) day after the date on which the employee was notified orally or in writing, or otherwise became aware of the action or circumstance giving rise to the grievance.

C4-06 Within ten (10) days after receipt of such presentation, the Employer at the first level shall reply in writing to the employee's grievance.

C4-07 If the decision of the Employer at level 1 is not acceptable to the employee, the employee may, not later than the tenth (10th) day after receipt of the reply at level 1, present his/her grievance for consideration by the Employer at level 2.

C4-08 Within ten (10) days after receipt of the employee's grievance, the Employer at level 2 shall deliver to the employee a written reply to the grievance.

C4-09 If the decision of the Employer at level 2 is not acceptable to the employee, the employee may, not later than the tenth (10th) day after receipt of the reply at level 2, present his/her grievance for consideration by the Employer at the final level.

C4-10 Within twenty-five (25) days after receipt of the employee's grievance, the Employer at the final level shall deliver to the employee a written reply to the grievance.

C4-11 In every instance where the employee is represented by the Association, the Employer shall forward a copy of the reply to the grievance to the Association.

C4-12 Where the Employer at any level fails to reply to the employee's grievance within the prescribed time limits, the employee may present his/her grievance to the next level not later than the fifteenth (15th) day after the last day on which the Employer was required to reply to the employee's grievance at the last preceding level of the Grievance Procedure.

C4-13 Where an employee has presented a grievance up to and including the final level in the grievance process with respect to:

- (a) the interpretation or application in respect of the employee of a provision of a collective agreement or arbitral award,

or

- (b) disciplinary action resulting in discharge, suspension or a financial penalty,

and the employee's grievance has not been dealt **with** to the employee's satisfaction ~~the~~ employee may refer ~~the~~ grievance to adjudication in accordance ~~with~~ the provisions of the *Public Service Staff Relations Act* and Regulations,

C4-14 The time limits ~~stipulated~~ in this procedure ~~may~~ be extended by mutual agreement of the parties involved in the grievance.

**

C4-15 Where the Employer demotes or terminates **an** employee for cause pursuant to paragraph 11(2)(f) or (g) of the *Financial Administration Act*, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be presented **at the final** level only. The written reply to the grievance shall be delivered to the employee and, if applicable, to the Association, within thirty (30) days.

C4-16 Where **an** employee fails to present a grievance to the next higher level in the Grievance Procedure ~~within~~ the established time limits, the employee shall be deemed to have abandoned the grievance.

C4-17

- (a) Where an employee can establish that **a** grievance has been presented, **and** the Employer **has** not received same, the grievance may be resubmitted to the appropriate level. Such presentation shall have the same force **and** effect **as** the first grievance submitted.
- (b) A second grievance shall not be presented more than thirty (30) days after the day on which ~~the~~ first grievance **was** presented,

C4-18 The Employer **acknowledges** the employee's right to representation by the Association in the presentation of his/her grievance at **any** level in ~~the~~ Grievance Procedure, including the complaint level referred to in clause C4-02.

ARTICLE C-5**NOTICE TO AMEND OR RENEW THE COLLECTIVE AGREEMENT**

C5-01 Should either party, at the expiration of this Agreement desire amendments or alterations therein for its renewal, a written notice to that effect shall be served upon the other party in accordance with the provisions of the *Public Service Staff Relations Act*.

ARTICLE C-6**JOINT CONSULTATION**

C6-01 The Employer and the Association recognize that consultation and communication on matters of mutual interest outside the terms of the Collective Agreement should promote constructive and harmonious Employer-Association relations.

C6-02 It is agreed that Labour-Management meetings are an appropriate forum for consultation; that a subject for discussion may be within or without the authority of either the Management or Association representatives. In these circumstances, consultation may take place for the purpose of providing information, discussing the application of policy or air problems to promote understanding, but it is expressly understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to, or modify the terms of this Agreement.

C6-03 The following matters may be regarded as appropriate subjects for joint consultation:

- (a) accident prevention;
- (b) productivity;
- (c) leave administration;
- (d) training; and
- (e) contracting out.

ARTICLE C-7
NATIONAL JOINT COUNCIL AGREEMENTS

C7-01 Agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement, and which the parties to this agreement have endorsed after December 6, 1978, will form part of this Collective Agreement, subject to the Public Service Staff Relations Act (PSSRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in Schedule III of the PSSRA.

C7-02 NJC items which may be included in a collective agreement are those items which the parties to the NJC agreement have designated as such or upon which the Chairman of the Public Service Staff Relations Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

C7-03 The directives, policies or regulations as amended from time to time by National Joint Council recommendation, and which have been approved by the Treasury Board of Canada, form part of this Collective Agreement (Appendix "B" refers).

During the term of this Collective Agreement, other directives, policies or regulations may be added.

ARTICLE C-8
RECOGNITION .

C8-01 The Employer recognizes the Federal Government Dockyard Chargehands Association as the exclusive bargaining agent for all Chargehands and Production Supervisors in the Ship Repair occupational Group located on the east coast described in the certificate issued to the Association by the Public Service Staff Relations Board on the fourth day of March, 1996.

PART D - OTHER TERMS AND CONDITIONS

ARTICLE D-1

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

D1-01 When a formal review of an employee's performance is made, the employee concerned shall be given an opportunity to discuss and then sign the review form in question to indicate that its contents have been read and understood. A copy of the completed review form will be provided to the employee.

D1-02 Upon written request of an employee, the personnel file of that employee shall be made available once per year ~~or~~ the employee's examination in the presence of an authorized representative of the Employer.

PART E - PAY AND DURATION

ARTICLE E-1

PAY

E1-01 Except as provided in this Article, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

E 1-02

- (a) The rates of pay set forth in Appendix "A" shall become effective on the date ~~specified~~ therein.
- (b) Where the rates ~~of~~ pay set forth in Appendix "A" have an effective date prior to the date ~~of~~ signing of the collective agreement, the following shall apply:
- (i) "retroactive period", for the purpose of sub-clause E1-02(b)(ii) to (v), ~~means~~ the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the collective agreement is signed or when ~~an~~ arbitral award is rendered therefore;
 - (ii) the revision in rates of pay shall apply to employees, ~~former employees~~ or in the case of death the estates of former employees, who were employees in the bargaining unit ~~during~~ the retroactive period;
 - (iii) rates ~~of~~ pay shall ~~be~~ paid in an amount equal to what would have ~~been~~ paid had ~~the collective agreement been signed or~~ an arbitral award rendered therefore on the effective date of the revision in rates of pay;
 - (iv) in order for former employees, or in the case of death for ~~the~~ former employees' representatives, to receive payment in accordance with sub-clause E1-02(b)(iii), the Employer shall notify, ~~by~~ registered mail, such individuals at their last known address that they have thirty (30) days from the ~~date~~ of receipt of ~~the~~ registered letter to request in writing such payment after which ~~time any~~ obligation upon the Employer to provide payment ceases;

- (v) no payment nor notification shall be made pursuant to sub-clause **E1-02(b)** for one (1) dollar or less.

EI-03 An employee is entitled to be paid for services rendered at the rate of pay specified in Appendix "A" for **the** classification of the position to which he is appointed.

EI-04 Acting Pay

When **an** employee is required by the Employer to **perform** substantially the duties of a higher position **on an** acting basis, the employee shall be paid acting pay **from** the **date** on which the employee commenced to act for the period in which the employee acts as if **the** employee had been appointed to that higher classification level.

EI-05 When **an** employee is temporarily required by the Employer **to** perform the duties of a classification in the bargaining unit with a lower rate of pay **than** the employee is receiving, the employee shall continue **to** hold the employee's **higher** classification and be paid at the rate for that classification.

The provision of **this** clause shall not apply **to an** employee on "lay-off" as defined in clause A2-01.

EI-06 An employee **who was** receiving a holding rate of pay on **the** effective date **of** this Agreement shall continue to receive that rate of pay until such time as there is a rate for the employee's classification level which is equal **to** or higher than the employee's holding rate. At that time, the employee will be paid the rate which is equal to or higher **than** the employee's holding rate.

EI-07 Payments made **as** a result of clause **E1-05** shall **not** change the holding rates of pay or the holding **scale** of rates to which **an** employee is entitled.

EI-08 If, during the **term** of this Agreement, a new classification standard is established, **and** new rates **of** pay **are** applied, any disagreement between the **parties** arising out of the new rates of pay shall be subject to negotiation.

ARTICLE E-2
AGREEMENT RE-OPENER

E2-01 **"his** Agreement may **be** amended by mutual consent.

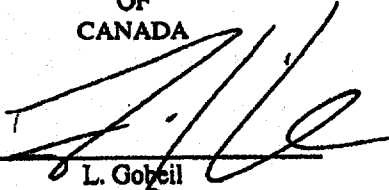
ARTICLE E-3
DURATION AND RENEWAL

E3-01 ~~Unless~~ otherwise expressly stipulated, the provisions of this Collective Agreement shall become effective on the date it is signed.


E3-02 This Collective Agreement shall expire on March 31, 1999.

SIGNED AT HALIFAX, this 29th day of the month of June, 1998.

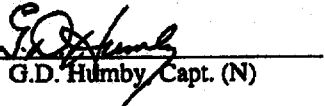
THE TREASURY BOARD
OF
CANADA



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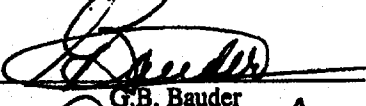
F.R. Jamieson



G.D. Humby Capt. (N)



Raymond Cormier



G.B. Bauder



Danielle Chainé




Keith Whidden

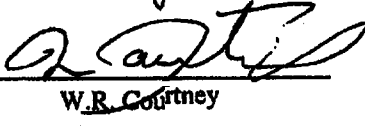


V. Paul Hartigan

THE FEDERAL
GOVERNMENT DOCKYARD
CHARGEHANDS
ASSOCIATION



Darryl Roodé




W.R. Courtney

W.C. Grandy



D.E. Dugie



T.G. Hatcher

****APPENDIX "A"****RATES OF PAY
SHIP REPAIR EAST - CHARGEHANDS AND
PRODUCTION SUPERVISORS****ANNUAL RATES OF PAY
(in dollars)****A - Effective April 1, 1998****SR-CPS-1**

From: \$	42622	44326	46099	47943	49861	51855
A: \$	43688	45434	47251	49142	51108	53151

APPENDIX "B"**NATIONAL JOINT COUNCIL AGREEMENTS**

With reference to Article C-7 of the Collective Agreement, the following directives, policies or regulations form part of this Collective Agreement:

- (1) Foreign Service Directives;
- (2) Travel Policy;
- (3) ~~Withdrawal~~ from Work in Imminent Danger Policy and Procedures;
- (4) Isolated Posts Directive;
- (5) Clothing Policy;
- (6) Living Accommodation Charges Policy;
- (7) First Aid to the General Public - Allowance for Employees;
- (8) ~~Memorandum~~ of Understanding on the Definition of the Word "Spouse";
- (9) Relocation Policy;
- (10) Commuting Assistance Policy;
- (11) Bilingualism Bonus Policy;
- (12) ~~Work Force~~ Adjustment Policy;
- (13) Refusal to Work;

Health/Safety Standards (14 to 29)

- (14) Boilers and Pressure Vessels;
- (15) Dangerous Substances;
- (16) Electrical;
- (17) Elevating Devices;
- (18) First Aid;

- (19) ~~Hand~~ Tools and Portable Power Tools;
- (20) ~~Hazardous~~ Confined Spaces;
- (21) Machine Guarding;
- (22) ~~Materials~~ Handling;
- (23) ~~Motor~~ Vehicle Operations;
- (24) Noise ~~Control~~ and Hearing Conservation;
- (25) Personal Protective Equipment;
- (26) Pesticides;
- (27) Elevated Work Structures;
- (28) Use and Occupancy of Buildings;
- (29) Sanitation.

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