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No. OF EMPLOYEES	115		
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AGREEMENT BETWEEN

THE CANADIAN CENTRE FOR OCCUPATIONAL
HEALTH AND SAFETY

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

Expiry date:
December 31, 1992

0928/01

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ARTICLE 1

PURPOSE AND SCOPE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships amongst the Employer, the Alliance, and Employees and to set forth the terms and conditions of employment upon which agreement has been reached through collective bargaining,

ARTICLE 2

INTERPRETATIONS AND DEFINITIONS

- 2.01 For the purpose of the Agreement.
- a) "Alliance" means the Public Service Alliance of Canada.
 - b) "bargaining unit" means the employees of the Employer;
 - c) "continuous employment" means uninterrupted employment with the Employer;
 - d) "Centre" means the Canadian Centre for Occupational Health and Safety
 - e) "day of rest" in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position;
 - f) "employee" means a person so defined in the Canada Labour Code, and who is a member of the bargaining unit;
 - g) "Employer" means the Canadian Centre for Occupational Health and Safety;
 - h) "holiday" means the twenty-four (24)-hour period commencing at 00:00 hours of a day designated as a holiday in this Agreement;
 - i) "lay-off" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;
 - y) "leave" means authorized absence from duty by an employee during his regular or normal hours of work;
 - k) "membership dues" means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the organization, and shall not include any initiation fee, insurance premium, special levy, or any other deductions;
 - 1) "spouse" will, when required, be interpreted to include "common-law spouse";

- m) a "common-law spouse" relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse and continues to live with the person as if that person were his/her spouse;
- n) "overtime" means:
 - i) in the case of a full-time employee, authorized work in excess of his scheduled hours of work;
 - or
 - ii) in the case of a part-time employee, authorized work in excess of the normal daily or weekly hours of work of a full-time employee, but does not include time worked on a holiday;
- o) "time and one-half" means one and one-half (1 1/2) times the employee's hourly rate of pay;
- p) "double time" means two (2) times the employee's hourly rate of pay;
- q) "professional staff" means members classified in occupational groups in Scientific and Professional categories;
- r) "non-professional staff" means members classified in all occupational groups excepting the Scientific and Professional categories.

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the Canada Labour Code, have the same meaning as given to them in the Canada Labour Code,

ARTICLE 3

APPLICATION

- 3.01 The provisions of this Agreement apply to the Alliance, Employees and the Employer.
- 3.02 Both the English and French texts of this Agreement shall be official.
- 3.03 Throughout this Agreement, words importing the masculine gender shall include the feminine gender.

ARTICLE 4

RECOGNITION

- 4.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer as defined in the certificate issued by the Canada Labour Relations Board on May 4, 1990.

ARTICLE 5

MANAGEMENT RIGHTS CLAUSE

- 5.01 The Employer shall be entitled to exercise all the rights of Management excepting only those rights that are clearly and specifically relinquished or restricted in this Agreement,
- 5.02 As illustrative of the rights of Management possessed and retained, but in no way to be construed as a limitation, the Employer shall have the exclusive right: to manage the operations of the Centre, to determine the staffing and work complement of the organization, and to determine the schedules and hours of work, the standards of performance and job qualifications required in positions, work methods and procedures, the kinds and locations of equipment, organization structure, etc.
- 5.03 The Union also acknowledges that it is the exclusive function of the Employer to hire, promote, demote, transfer, assign, classify or otherwise suspend, discipline or discharge any employee who has completed his probationary period of employment, for just cause, provided that a claim by an employee who has completed his probationary period of employment, that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- 5.04 The Employer also has the right to make, alter and enforce from time to time, policies, rules and regulations to be observed by employees.
- 5.05 The responsibilities set forth in this section and/or otherwise retained by management shall be exercised in conformity with the other provisions of this Agreement in a fair and reasonable manner.

ARTICLE 6

CHECK-OFF

- 6.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.
- 6.02 The Alliance shall Inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 6.03 For the purpose of applying clause 6.01 of this Article, deductions from pay for each employee in respect of each calendar month will start during the first calendar month of employment to the extent that earnings are available if the employee is hired prior to the sixteenth (16th) day of the month. Employees hired on the sixteenth (16th) day of a calendar month or later, shall not have Union dues deducted for that month.
- 6.04 An employee who satisfies the Employer and the Union to the extent that he declares in an affidavit that he is a member of a religious organization registered pursuant to the Income Tax Act, whose doctrine prevents him as a matter of conscience from making financial contributions to an employee organization and that he will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved,
- 6.05 No other employee organization as defined in the Canada Labour Code other than the Alliance shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit,

- 6.06 The amount deducted in accordance with clause 6.01 of this Article shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 6.07 The Alliance 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 7

INFORMATION

- 7.01 The Employer agrees to supply the Alliance each quarter with the name and classification and work location of each new employee.
- 7.02 The Employer agrees to supply each employes with a copy of the Collective Agreement and will do so within 60 days of the signing of the Collective Agreement.
- 7.03 Every employee shall become a member of the union on date of hire. The employer agrees as part of the documentation process to have new employees complete and sign the union application card.
- 7.04 The Employer agrees to provide to the President of the Local Union a copy of the Employer's organization chart, as amended from time to time, and a copy of its personnel policy manual.
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ARTICLE 8

USE OF EMPLOYER FACILITIES

- 8.01 The Employer agrees to provide the Alliance with a reasonable number of bulletin boards for their use. The Alliance shall avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except matters related to the business affairs of the Alliance, Such approval shall not be unreasonably withheld.
- 8.02 A representative of the Alliance may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by Management or the Union, Permission to enter the premises shall, in each case, be obtained from the Employer,

ARTICLE 9

UNION REPRESENTATIVES

- 9.01 a) The Employer acknowledges the right of the Alliance to appoint employees as Union Representatives.
- b) The Alliance and the Employer shall determine the jurisdiction of each Representative, having regard to the plan of organization, the number and distribution of employees at the work place and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute in this respect shall be resolved by the grievance/arbitration procedure.
- c) The Alliance shall notify the Employer in writing of the names and jurisdiction of its Union Representatives identified pursuant to Article.
- d) A Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate employee complaints or to meet with local Management for the purpose of dealing with grievances and to attend grievance hearings and meetings called by Management. Such permission shall not be unreasonably withheld. Where practicable, the Representative shall report back to his supervisor before resuming his normal duties,

ARTICLE 10

LEAVES WITH AND WITHOUT PAY
FOR UNION REPRESENTATION PURPOSES

- 10.01 The Employer will grant leave with pay to the grievor and a Union Representative representing the Alliance before an Arbitration Board.
- 10.02 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board and leave with pay to an employee called as a witness by the Alliance.
- 10.03 When operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending or preparing for contract negotiation meetings on behalf of the Alliance.
- 10.04 An employee who has been elected or appointed to a full-time office of the Alliance and/or the Local shall be entitled to leave without pay for the period during which he is elected or appointed to hold office.
- 10.05 An employee who returns to the bargaining unit after a period of leave without pay for full-time Union activities granted under clause .04 above shall have the time spent on such leave credited for purposes of calculating length of service. Such an employee shall be reassigned on his return to the bargaining unit, operational requirements permitting, to a classification and current salary level reasonably comparable to that which he had prior to such leave.
- 10.06 When operational requirements permit, the Employer shall grant leave without pay to a reasonable number of employees for attendance at Union conventions or training meetings.
- 10.07 When operational requirements permit, the Employer will grant leave without pay to an employee who is required to replace or assist an Alliance representative to perform Alliance business. It is understood between the parties, however, that when an employee is granted leave without pay to replace or assist an Alliance representative to perform Alliance business, such leave shall be granted for a period of not less than four weeks.

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ARTICLE 11

DISCIPLINE AND DISCHARGE

- 11.01 **When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer shall endeavour to give such notification at the time of suspension.**
- 11.02 **The Employer shall notify the local Union Representative of the Alliance that such suspension has occurred.**
- 11.03 **When an employee is required to attend a meeting, which meeting will result in the assignment of a disciplinary decision to such employee, the employee is entitled to have, at his request, his local Union Representative attend the meeting. Where practicable, the employer shall receive a minimum of one day's notice of such a meeting,**
- 11.04 **The Employer agrees not to introduce as evidence in a hearing relating to a disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing of the grievance or within a reasonable period thereafter.**
- 11.05 **Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.**
- 11.06 **In the case of discipline or discharge the burden of proof of just cause shall rest with the Employer.**

ARTICLE 12

GRIEVANCE PROCEDURE

- 12.01 It is the intent of this Procedure to adjust as quickly as possible complaints or differences between the parties arising from the interpretation, application, administration or alleged Contravention of this Agreement.
- 12.02 An employee who has a complaint may present his complaint to resolve a problem in an informal manner without becoming involved in the Grievance Procedure.
- Accordingly, at this stage an employee may express his complaint to his manager who shall investigate it and who shall render a decision.
- 12.03 In the event that the complaint is not resolved to the satisfaction of the employee, the employee may request his manager to call his Union Representative.
- 12.04 The Union Representative, with or without the employee involved being present, shall attempt to adjust the grievance with the manager before it is given to the manager in writing.
- 12.05 By definition, a grievance is herein defined as a complaint arising from an alleged violation of the application, interpretation or administration of the Collective Agreement,
- 12.06 An employee who believes he has a complaint of difference may have his grievance presented at Step One of the Grievance Procedure not later than the twenty-fifth (25th) day after the date on which he first became aware of the action or circumstances giving rise to the grievance,
- 12.07 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following steps:
- a) Step One - first level of management;
 - b) Step Two - Director level of management.

- 12.08 An employee may be assisted and/or represented by his Union Representative when presenting a grievance at either step of the Grievance Procedure or arbitration.
- 12.09 Both the aggrieved employee and his Union Representative shall be entitled to regular wage payment during their regularly scheduled work hours to attend a grievance meeting with management. However, neither an employee nor a Union Representative will receive overtime for meetings or discussions associated with a complaint or grievance which take place or continue beyond their regularly scheduled hours of work. The Employer will make every reasonable effort to schedule such meetings and discussions during working hours.
- 12.10 The Union Representative shall have the right to consult with the Employer with respect to a grievance at each level of the Grievance Procedure.
- 12.11 The Employer normally shall reply to an employee's grievance, filed at Step One within ten (10) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the employee, he may submit a grievance to Step Two in the Grievance Procedure within ten (10) days after the decision or proposed settlement has been conveyed to him in writing.
- 12.12 If the Employer does not reply within fifteen (15) days from the date that a grievance is presented at Step One, the employee may, within the next ten (10) days, submit the grievance at the next higher level of the Grievance Procedure.
- 12.13 The Employer normally shall reply to an employee's grievance at Step Two of the Grievance Procedure within twenty (20) days after the grievance is presented at that level.
- 12.14 When an employee has been represented by the Alliance in the presentation of his grievance, the Employer will provide the appropriate representative of the Alliance with a copy of the Employer's decision at each level of the Grievance Procedure at the same time that the Employer's decision is conveyed to the employee.

- 12.15 a) Grievance matters which protest the Employer's Staffing and Classification procedures and standards, the job competition process and staffing appointments, and assigned job classifications of employees, shall not be referred to the arbitration process set out in Article 15 of this Collective Agreement. However, in the event that such Classification and Job Competition grievances are not settled at Stage Two of the Grievance Procedure, they may be referred to the Dispute Procedure for Classification and Job competition issues as set out in Article 16 of this Collective Agreement.
- b) With the exception of Classification and Job Competition issues referred to immediately above in a) of this specific clause, all other matters which allege a violation of the application, interpretation or administration of this Collective Agreement may be referred to final and binding arbitration as set out in Article 15.
- 12.16 In determining the time within which any action is to be taken as prescribed in this Procedure, Saturdays, Sundays and designated paid holidays shall be excluded.
- 12.17 The time limits stipulated in this Procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Alliance representative.
- 12.18 Where the Employer suspends or discharges an employee, the Grievance Procedure set forth in this Agreement shall apply except that the grievance shall be presented directly to Step Two.
- 12.19 An employee may abandon a grievance by written notice to his or her immediate manager.
- 12.20 An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless the employee was unable to comply with the prescribed time limits due to circumstances beyond his control.

12.21 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his or her grievance or refrain from exercising his or her right to present a grievance as provided in this Collective Agreement.

12.22 ~~Where~~ the grievance of an employee may be referred to arbitration as set out in clause .15 above, the employee will not be entitled to so refer his grievance to arbitration unless the Alliance signifies,

- a) its approval of the reference of the grievance to arbitration, and
- b) its willingness to represent the employee in the arbitration proceedings.

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ARTICLE 13

PROBATIONARY EMPLOYEES

- 13.01 New employees hired into nonprofessional positions shall be on probation for a period of six months from the date of hire,
- 13.02 New employees hired into professional positions shall be on probation for a period of one year from the date of hire.
- 13.03 Absences beyond ten consecutive working days shall be excluded for calculation of time worked relative to duration of probationary period,
- 13.04 A probationary employee who is terminated or dismissed during his period of probation shall be entitled to file a grievance concerning the matter to Step Two of the Grievance Procedure. It is agreed between the parties that the decision of management subsequent to the Step Two hearing shall be final and binding with reference to the termination or dismissal of the probationary employee. Notwithstanding this agreement, it is understood that the grievance may be referred to arbitration solely on the basis that it can be demonstrated that management, in the exercise of its discretion, engaged in an act of bad faith or discrimination.

ARTICLE 14

POLICY GRIEVANCE

14.01 The President of the Union local may *file* a "policy grievance" at Step Two of the Grievance Procedure. A "policy grievance" is defined and limited to one which alleges an actual violation of a specified provision of this Collective Agreement and which could not otherwise be resolved at Step One of the Grievance Procedure owing to the nature or scope of the subject matter of the grievance..

ARTICLE 15

ARBITRATION

15.01 Where a grievance is referred to arbitration the following procedure will apply:

- a) The party referring the grievance shall give notice to the other party indicating that it intends to refer the matter to arbitration, giving also the name and address of its Appointee to the Arbitration Board;
- b) Within five (5) days subsequent to the receipt of such notice, the other party shall respond by indicating the name and address of its Appointee to the Arbitration Board;
- c) The two Appointees so selected shall, within five (5) working days after receipt of notice of the appointment of the second of them, appoint a third person who shall be the Chairperson of the Arbitration Board;
- d) In the event that the recipient of the notice fails to name an Appointee, or if the two appointees fail to agree upon a Chairperson, the appointment shall be made by the Minister of Labour of the Government of Canada upon the request of either party.

15.02 The Arbitration Board shall be governed by the following provisions:

- a) The Arbitration Board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee affected by it.
- b) The decision of a majority is the decision of the Arbitration Board but, if there is no majority, the decision of the Chairperson governs.
- c) Each of the parties shall pay one-half of the remuneration and expenses of the chairperson of the Board, The parties shall be responsible for the remuneration and expenses of their respective Appointees to the Board,

- d) The Board shall not have power to alter, modify or amend the provisions of this Agreement.
- e) The Board shall have power to modify or set aside penalties, and relieve against noncompliance with time limits, or any other technicality or irregularity.

ARTICLE 16

CLASSIFICATION/JOB COMPETITION
DISPUTE PROCEDURE

- 16.01 An employee who has a grievance concerning his job classification or a job competition may refer his grievance to the following Dispute Resolution Procedure :
- a) An employee who grieves that the position to which he is assigned is improperly classified, or who has a grievance concerning a job competition, may submit his grievance directly to Step Two of the Grievance Procedure as set out in Clause 15 of Article 12.
 - b) The response of the Employer^y to the grievance shall be given to the emp^yoyee within ten (10) days.
 - c) In the event that the subject grievance is not resolved at Stage Two, the aggrieved employee may submit his grievance to a tripartite panel which shall consist of one employee from the Centre, a classification or staffing specialist employed by the Alliance, and a classification or staffing specialist selected by the Employer.
 - d) The panel will meet and hear the representation of both parties within fifteen (15) days of referral of the grievance to the panel.
 - e) The panel will report its findings and recommendations to the President of the Centre within thirty (30) days of the hearing on the subject grievance.
 - f) The President of the Centre will consider the report of the panel and/or recommendations and within ten (10) working days will provide the aggrieved employee and the Union with his decision on the matter,

- 16.02 The President's decision shall be final and binding on the parties.
- 16.03 The time limits referred to in this Procedure may be extended by mutual agreement between the parties.
- 16.04 The Union agrees that any expenses and wages incurred by the abovementioned (clause .01 (c)) tripartite panel for the Alliance representative and the employee representative from the Centre shall be the responsibility of the Union. The Employer shall be responsible for the wages and expenses for its representative on the tripartite panel.

ARTICLE 17

CLASSIFICATION OF POSITIONS

- 17.01 The Employer shall continue its past practice of classifying positions in accordance with established Federal Government Public Service Classification Standards and Procedures.
- 17.02 a) When an employee has a personal complaint or grievance concerning the proper classification of his position, the subject classification complaint may be pursued through the Grievance Procedure up to and including Step Two only.
- b) In the event that the complaint or grievance has not been resolved based upon the response given to the employee subsequent to Step two of the Grievance Procedure, the employee may not refer the matter to arbitration as set out in Article 15, but may refer the grievance to the Classification/Job Competition Dispute Procedure as set out in Article 16.

ARTICLE 18

STAFFING

- 18.01 The Employer shall post full-time vacancies, new positions and temporary/or acting appointments for all bargaining unit positions, Notwithstanding this provision, the Employer will not be required to post a temporary or acting appointment vacancy of three months or less, and additionally, positions vacated by employees who are on maternity, adoption or paternity leave shall not be regarded as vacancies during the period of such leave and such positions shall not be posted,
- 18.02 It is understood between the parties that a position which has been reclassified while the present incumbent still occupies the position shall not be deemed to be a "vacancy" for the purpose of this Article. In such a case, the incumbent in the reclassified position shall be appointed to the position and there shall be no right to grieve the appointment.
- 18.03 Postings for full-time vacancies shall be made for a period of ten working days, Such postings shall describe the duties to be performed, the position classification, salary range and a statement of the specific qualifications and experience required for the position.
- 18.04 The establishment of the specific position requirements for a vacancy shall be at the discretion of Management. Existing employees shall be given preference over employees not currently employed by the Centre, provided that they can meet the position requirements of the posting applied for.
- 18.05 In filling a vacancy employee candidates who meet the qualifications for the position shall be assessed by management against the position requirements and the qualifications of other candidates, Where two or more employee candidates are assessed to be relatively equal the employee with the greater length of service will be appointed,

- 18.06 a) When an employee has a personal complaint or grievance concerning his application to fill a vacancy, the subject complaint may be pursued through the Grievance Procedure up to and including Step Two only.
- b) In the event that the complaint or grievance has not been resolved based upon the response given to the employee subsequent to Step Two of the Grievance Procedure, the employee may not refer the matter to arbitration as set out in Article 15 but may refer the grievance to the Classification/Job Competition Dispute Procedure as set out in Article 16.

ARTICLE 19

HOURS OF WORK

- 19.01 The scheduled work week shall be thirty-seven and one-half (37 1/2) hours from Monday to Friday inclusive, and the scheduled work day shall be seven and one-half (7 1/2) consecutive hours, exclusive of a lunch period of a minimum of one-half (1/2) hour.
- 19.02 Employees shall be informed of their scheduled hours of work. Any changes to the scheduled hours shall be communicated to an employee at least two weeks in advance of the change. The weekly and daily hours of work normally shall remain the same. However, all work schedules shall be subject to operational requirements of the Centre.
- 19.03 The Employer will provide each full working day, a fifteen (15) minute relief period in the morning and a fifteen (15) minute relief period in the afternoon. An employee who works at least four (4) consecutive hours in a work day shall be entitled to one fifteen (15) minute relief period.
- 19.04 Three categories of employees are recognized by the parties, as follows:
- a) Full time (indeterminate),
 - b) Regular part time (including job sharing employees),
 - c) Term (contract).

It is agreed that Union dues shall be paid by employees who perform bargaining unit work in the above categories, on a pro rata basis in relation to their weekly hours of work.

In addition any benefit entitlement for employees in these categories shall be on a pro rata basis only in relation to their weekly hours of work.

19.05 From time to time it may be determined by the Employer that a work shift shall be scheduled outside of the normal day shift work schedule arrangements for employees which shall be assigned between the hours of 7:00 am to 6:00 pm. In the event that such a shift arrangement is established, the shift work employee so assigned will receive a shift premium of one dollar (\$1.00) per hour, including overtime hours, for all hours worked between 4:00 pm and 8:00 am. The shift premium will not be paid for hours worked between 8:00 am and 4:00 pm.

ARTICLE 20

OVERTIME

- 20.01 When an employee works overtime scheduled and authorized by the Employer, the employee shall be compensated on the basis of time and one-half (1 1/2) for all hours worked in excess of seven and one-half (7 1/2) hours per day,
- 20.02 From time to time an employee may be required to work overtime on a day of rest,
- a) An employee who is required to work on a first day of rest shall be entitled to compensation on the basis of time and one (1 1/2) for all hours worked
 - b) An employee who is required to work on a second or subsequent day of rest is entitled to compensation on the basis of double (2) time for all hours worked. In this context, the second or subsequent day of rest means the second or subsequent day of rest in an unbroken series of consecutive and contiguous calendar days of rest.
- 20.03 When an employee is required to report for work and reports on a day of rest or on a designated holiday, the employee shall be paid the greater of:
- a) compensation at the applicable overtime rate;
- of
- b) compensation equivalent to three (3) hours' pay at the applicable overtime rate, except that the minimum of three (3) hours' pay shall apply only the first time that an employee reports for work during a period of eight (8) hours, starting with the employee's first reporting.
- 20.04 If an employee is called back to work after the employee has completed his work for the day and has left his place of work, and such employee subsequently returns to work, he shall be paid the greater of,
- a) a minimum of three (3) hours of pay at the applicable overtime rate of pay, or

- b) compensation at the applicable rate of overtime compensation for time worked.

This specific call back provision shall apply solely when the period worked by the employee is not contiguous to the employee's normal hours of work.

- 20.05 All overtime shall be compensated to the employee for all overtime hours worked, except that, upon request, the employee shall be entitled to equivalent leave with pay on the basis of either time and one half (1 1/2), or double (2) time, as the case may be, relative to the work performed earlier. It is understood between the Parties that any such compensatory leave shall be taken at a time mutually convenient to both the employee and the Employer and that all such accumulated leave hours shall be recorded on a form to be determined by the Employer.
- 20.06 The starting and quitting times for all overtime hours worked shall be recorded on a form to be determined by the Employer.
- 20.07 All calculations for overtime shall be based upon each completed period of fifteen (15) minutes of scheduled overtime worked.
- 20.08 When an employee performs scheduled and authorized overtime work, time spent by the employee reporting to or returning from work shall not constitute time worked.
- 20.09 Holiday pay and overtime payments shall not be pyramided or duplicated for the same hours under any of the terms of this Agreement. Hours worked and paid for at overtime rates shall not be counted more than once for the purpose of determining whether an employee is entitled to overtime under the same or any other provision of this Agreement.
- 20.10 Compensation shall not be paid for under the provisions of this Article for overtime hours worked by an employee at courses, training sessions, conferences and seminars. The Employer shall endeavour to ensure that attendance at such courses, training sessions, conferences and seminars shall be held during regular working hours,

ARTICLE 21

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 21.01 It is understood between the parties that the purpose of an employee performance review is to discuss with the employee his performance in relation to the duties required in his position. It is agreed further that the review is intended to be developmental in nature and will include discussion of strengths and opportunity areas for improved performance. Should the employee not meet the standards of performance expected of him, these standards will be discussed and recommendations made to improve his performance, with periodic reviews between the employee and the immediate supervisor taking place on a follow-up basis. It is recognized further between the parties that in cases where an employee has worked on several projects on a project management basis, that input from more than one manager will form a part of the employee's performance appraisal.
- 21.02 When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be provided to the employee at that time. An employee's signature on his assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- 21.03 An employee has the right to make written comments to be attached to the performance review form.
- 21.04 Upon written request of an employee, the personnel file of that employee shall be made available once per year for his examination in the presence of an authorized representative of the Employer.

ARTICLE 22

SALARY ADMINISTRATION

- 22.01 An employee shall be paid within the salary range for the classification to which he is assigned, as set out in Appendix A.
- 22.02 The salary ranges for the classifications set out in Appendix A shall become effective on the dates specified. These salary ranges shall be adjusted on the same basis as the salary ranges applicable to similar occupations in the Federal Public Service.
- 22.03 ~~Where~~ the rates of pay set forth in Appendix A have an effective date prior to the date of signing of this Agreement the following shall apply:
- a) "retroactive period" for the purpose of clause (ii) to (iv) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the Agreement is signed;
 - b) a retroactive upward revision in rates of pay shall apply only 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;
 - c) rates of pay as related to the retroactive adjustment only shall be paid in an amount equal to that which would have been paid had the Agreement been signed on the effective date of the revision in rates of pay;
 - d) no payment shall be made pursuant to the above clause for one dollar or less.
 - e) ~~Where~~, during the retroactive period, an employee was paid on initial appointment at a rate of pay above the minimum, or was promoted or transferred and paid at a rate of pay above the rates specified by the regulations for promotion or transfer, he shall be paid in the new scale of rates at the rate of pay nearest to but not less than the rate of pay at which he was appointed, and at the discretion of the Employer, may be paid at any rate up to and including the rate shown immediately below the rate he was receiving.

- f) In order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with clause .03 (b), the Employer shall notify, by registered mail, such individuals at their last known address that they have 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.
- 22.04 a) Each employee shall have his performance reviewed on the anniversary date of appointment to the current position to which he is assigned.
- b) Subsequent to an annual performance review, an employee whose performance is deemed to be satisfactory shall progress one increment within his salary range. The salary for any employee shall not exceed the maximum for the salary range of the position in which he is classified.
- c) i) Subsequent to an annual performance review, an employee whose performance is deemed to be less than satisfactory shall not receive an increment as provided for in clause b) above.
- ii) An employee whose performance is found to be unsatisfactory prior to the annual performance review and if corrective action is being taken for unsatisfactory performance at the time of the annual performance review, such employee shall not receive a salary increment as provided for in clause b) above.
- iii) Any potential salary increment to an employee whose performance is deemed to be unsatisfactory shall be withheld until a sustained level of satisfactory performance has been attained.
- iv) It is understood between the parties that an employee whose performance has been deemed to be less than satisfactory shall reach a sustained level of satisfactory performance within three (3) months of the initiation of corrective action; and that at the expiration of the three (3) month

period the employee shall either have improved his level of performance to a satisfactory level, at which point he shall be entitled to the subject deferred salary increment, or he shall be removed from the position. If awarded the subject increment, the effective date of this specific increment shall become the employee's anniversary date for future salary reviews.

- d) An employee whose work performance has been deemed to be superior over the period of his performance review shall be given consideration for a double increment increase in salary,

22.05 ~~When~~ a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

- 22.06 a) In the event that an employee is required on an acting basis to perform substantially the duties of a position at a higher salary range than the salary range to which the employee is currently assigned, the employee shall be paid acting pay at no less than the minimum rate for the classification to which he is assigned; and in any event, the employee shall be paid acting pay while performing duties on an acting basis at a rate that is approximately 4% greater than the rate he currently is receiving on his present assignment.
- b) The entitlement to acting pay shall be conditional upon the employee performing substantially the duties of the higher rated position for a consecutive minimum number of days as follows:
 - i) for professional staff - ten (10) days
 - ii) for nonprofessional staff - five (5) days
- c) In the event that the employee assigned on an acting basis meets the criteria set out in the preamble, and sections (a) and (b) above of this clause, the acting pay shall be paid from the date on which the employee was first required to perform substantially the duties of the position in the higher salary range.

- 22.07 An employee assigned on an acting basis to a higher rated salary classification shall be considered for and granted a salary increment within his prior job classification in accordance with the provisions of clause .04 of this Article, based upon his actual job classification and at the time of his regular anniversary cycle, However, it is understood between the parties that such increment applicable only to the employee's prior job classification shall have no application to the acting rate of pay paid to the employee during the acting period.
- 22.08 In the event that an employee is reclassified to a classification, the maximum salary for which is less than the salary currently paid to the employee, the salary of the affected employee will be red circled and the employee shall not be entitled to consideration for a salary increase until such time as the maximum of the position to which the employee has been reassigned has exceeded the salary level of the affected employee. In the event that this occurs, any salary consideration for the affected employee as provided for under clause .04 of this Article shall be restricted by the maximum of the salary range of the classification to which the employee has been assigned.
- 22.09 Notwithstanding the above as set out in Clause .08 of this Article, in the event that an employee is assigned to a lower rated classification and salary range as a result of a reorganization or a staff readjustment, the salary of such employee shall be red circled and he shall be assigned to the position at his present salary for a maximum period of one year from the date of reassignment. At the termination of this one year period, if the salary paid to the employee is greater than the maximum salary for the classification to which the employee was assigned, the new salary range for the affected employee shall be the range for the classification to which he has been assigned and his salary shall be reduced to the maximum salary of the lower rated classification in which he is working.
- 22.10 a) A promotion, by definition, is an appointment to a position which carries a higher maximum salary rate for the salary range as apposed to the salary range currently applicable to the promoted employee.

b) When a promotion takes place as per clause .10 (a) above, the employee who is promoted shall receive a salary increase that is at least 4% of his current rate of pay and the new rate so calculated shall not be less than the minimum, nor in excess of the maximum of the salary range for the classification to which the employee is promoted.

22.11 Exclusive of transfers or assignments on an acting, reclassification, reorganization, or staff readjustment basis, as set out in clauses .06, .08 and .09 of this Article, an employee who is demoted or who is successful in applying for a position in a classification that has a salary range which is equal to or less than the current salary range for the position in which the employee is currently working, shall have his salary adjusted to the maximum rate of the position to which he has been demoted or to which he has applied, *However*, the rate to which such individual shall be assigned in the new classification may be less than the maximum rate and will be at a salary level within the classification, as determined by management, which is reflective of the level of training and experience that he brings to the position.

22.12 In the event that an employee dies while employed by the Employer, the salary due to him on the last working day preceding his death, shall continue to accrue to the end of the month in which he dies. Salary so accrued which has not been paid to the employee as at the date of his death shall be paid to his estate.

ARTICLE 23

LEAVE GENERAL

- 23.01 An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of his vacation and sick leave credits.
- 23.02 The amount of leave with pay earned but unused credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee,
- 23.03 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.
- 23.04 An employee is not entitled to leave with pay during periods he is on leave without pay or under suspension.
- 23.05 In the event of termination of employment for reasons other than death, lay-off or permanent disability, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated on the date of the termination of the employee's employment,

ARTICLE 24

VACATION LEAVE

24.01 An employee shall earn vacation leave credits at the following rate for each calendar month during which he receives pay for at least ten (10) days calculated from the starting day of employment,

Vacation leave credits will be earned at the rate of 1 1/4 days per month.

After seven (7) year service, 1 2/3 days per month;

After fourteen (14) years service, 2 1/12 days per month;

After twenty-one (21) years service, 2 1/2 days per month;

Leave with pay will be granted to an employee each year for personal reasons, such as taking a vacation, where:

- 1) the employee has earned the vacation leave
- 2) the vacation leave is taken at such times as approved by the employee's immediate supervisor.

24.02 vacation leave may be accumulated if approved by his supervisor: however, no member of staff shall carry forward from one calendar year to another more than 30 days of accumulated leave and no accumulated leave beyond 30 days shall be credited.

24.03 Vacation leave credits may be advanced, up to a maximum of total credits allowed. If the employee ceases employment with the Centre and has advanced vacation credits which have not been earned, an amount corresponding to the number of days of advanced Leave multiplied by the employee's daily rate of pay on the last day of employment will be deducted from his final pay cheque.

24.04 An employee, on termination of employment, has a choice of payment of his unused portion of accumulated vacation leave:

- a) compensation of the total days of unused vacation leave multiplied by the employee's daily rate of pay on the last day of employment, or
 - b) use of unused vacation in days in lieu of compensation before the employment terminates.
- 24.05 a) Where an employee is on paid vacation leave and becomes ill, s/he may use his/her sick leave credits in lieu of vacation credits, by notifying the Personnel Department and by providing a medical certificate for the period of illness.
- b) If an employee on vacation is entitled to bereavement leave with pay *or* other leave with pay, the period granted will be added to the vacation leave, or reinstated at a later date.
- 24.06 a) The Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay.
- b) Where, during any period of vacation leave with pay an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:
 - i) in proceeding to the employee's place of duty,
 - and
 - ii) in returning to the place from which *the* employee was recalled if the employee immediately resumes vacationupon completing the assignment for which the employee was recalled,
after submitting such accounts as are normally required by the Employer.
 - c) The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause .06 (b) above to be reimbursed for reasonable expenses incurred by the employee.

24.07 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 of earned but unused vacation with pay to the employee's credit by the daily rate of pay on the date of the termination of the employee's employment.

24.08 When the Employer cancels or alters a period of vacation which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.

ARTICLE 25

DESIGNATED HOLIDAYS

25.01 Designated Days

The following days only shall be designated paid holidays for employees:

- 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) an additional day recognized to be a provincial or civic holiday in the areas of employment or where no such day is recognized, the first Monday in August
- l) any additional day when proclaimed by the Governor-in-council as a national holiday.

25.02 ~~Where~~ a day designated as a holiday occurs during a period of an employes's paid leave, that day shall not count as a day of leave.

- 25.03 An employee absent without pay on both his full working day immediately preceding and his full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay for Union activities,
- 25.04 When a day designated as a holiday under clause .01 above coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, the day shall count as a holiday and not as a day of leave.
- When two (2) days designated as holidays under clause .01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.
- 25.05 When a day designated as a holiday for an employee is moved to another day under the provisions of clause .04 above,
- a) work performed by an employee on the day from which the holiday was moved shall be considered as worked 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,
- 25.06 When an employee works on a holiday, he shall be paid:
- a) time and one-half (1 1/2) for all hours worked in addition to the pay that the employee would have been granted had he not worked on the holiday,
- or
- b) upon request, and with the approval of the Employer, the employee may be granted:

i) a day of leave with pay
(straight-time rate of pay) at a
later date in lieu of the holiday,

and

ii) pay at one and one-half (1 1/2)
times the straight-time rate of pay
for all hours worked,

c) i) Subject to operational requirements
and adequate advance notice, the
employer shall grant lieu days at
such times as the employee may
request.

ii) When in a fiscal year an employee
has not been granted all of his lieu
days as requested by him, at the
employes's option, such lieu days
shall be paid off at his
straight-time rate of pay,

iii) The straight-time rate of pay
referred to in .06 (c) (ii) shall be
the rate in effect when the lieu day
was earned.

25.07 When an employee is required to report for work and
reports on a designated holiday, the employee shall
be paid the greater of:

i) compensation in accordance with the provisions
of clause .06;

or

ii) three (3) hours pay at the applicable overtime
rate of pay.

25.08 Time spent by the employee reporting to work or
returning to his residence shall not constitute time
worked.

25.09 Where a day that is a designated holiday for an
employee coincides with a day of leave with pay, that
day shall count as a holiday and not as a day of
leave.

ARTICLE 26

SICK LEAVE

26.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month during which he receives at least ten (10) days' pay., As sick leave is used, deductions shall be made from the employee's accumulated credits.

26.02 An employee shall be granted sick leave with pay when he is unable to perform his duties because of illness or injury provided that he has earned the necessary sick leave credits.

If an illness is of more than five (5) consecutive working days, a medical certificate shall be required by the Employer.

If an employee has been granted a total of ten (10) days' sick leave during a fiscal year solely on the basis of his statement, and if the illness is more than three (3) consecutive working days, a medical certificate shall be required by the Employer.

26.03 An employee who has insufficient or no credits to cover the granting of sick leave with pay and has been employed by the Centre for six (6) months or longer may be granted sick leave with pay, at the discretion of the Employer:

- a) for a period not to exceed twenty-five (25) days in a fiscal year if a decision on an application for injury-an-duty leave is being awaited, or
- b) for a period not to exceed fifteen (15) days in a fiscal year in all other cases,

subject to the deduction of such advanced leave from any sick leave credits earned or cash recovery upon voluntary termination of employment.

In the case of death or layoff, an employee who has been granted more sick leave than he has earned shall be considered to have earned the sick leave granted.

26.04 Employees shall be eligible to accumulate sick leave credits. Such credits shall only be used for sick leave.

26.05 Sick leave may be used as an interim arrangement pending determination by a provincial worker's compensation board that an injury or illness is work-related, as covered by the Government Employee's Compensation Act.

Where injury-on-duty leave has been granted, and the provincial workers' compensation board has determined that the injury is work-related, the time off shall not be considered as sick leave with pay and no credits shall be deducted.

26.06 Where an employee is on paid vacation leave and becomes ill, he may use his sick leave credits in lieu of vacation credits, by notifying the Personnel Department and by providing a medical certificate for the period of illness,

ARTICLE 27

BEREAVEMENT LEAVE WITH PAY

- 27.01 For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), 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 any relative permanently residing in the employee's household or with whom the employee permanently resides;
- a) When a member of the employee's immediate family dies, the employee shall be granted leave with pay for a period up to four (4) days for purposes relating to the bereavement. In addition, s/he may be granted up to three (3) days' leave for the purpose of travel related to the death.
 - b) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
 - c) If, during a period of compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraph a) or b) of this clause, the employee shall be granted bereavement leave with pay and his or her compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted,
 - d) 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 President and Chief Executive officer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clauses a) and b) above.

ARTICLE 28

COURT LEAVE WITH PAY

- 28.01 Leave with pay shall be granted to an employee for the period of time he is required:
- a) to serve on a jury;
 - b) to be available for jury selection:
 - c) by subpoena or summons to attend as a witness in any proceeding:
 - 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 his 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.
- 28.02 Any monies paid in respect of the above shall be paid to the Centre by the employee.

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ARTICLE 29

MARRIAGE LEAVE WITH PAY

- 29.01 After the completion of one (1) year's continuous employment with the centre, and providing the employee gives at least twenty (20) days' notice, the employee shall be granted five (5) days' marriage leave with pay for the purpose of getting married,
- 29.02 In the event of an employee's termination for reasons other than death or lay-off within six (6) months of his being granted marriage leave, the amount paid to the employee during the period of leave will be recovered by the Employer from any monies owed the employee.
- 29.03 Marriage Leave with Pay will be granted only once over the terms of employment that an employee may have with the Centre.

ARTICLE 30

MATERNITY LEAVE WITHOUT PAY

- 30.01 a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, an or after the termination date of pregnancy, and ending not later than twenty-six (26) weeks after the termination date of pregnancy, subject to the Paternity Leave Without Pay Article.
- i) Nevertheless, where the employee's newborn child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period defined in subsection (a) above, the period of maternity leave without pay therein defined may be extended beyond the date falling twenty-six (26) weeks after the date of childbirth by a period equal to the period during which the child is hospitalized.
 - ii) In any case described in subsection (a) (i) above where the employee has proceeded on maternity leave without pay and then returns to work during all or part of the period during which her newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization is over and remain on maternity leave without pay to the extent provided for in subsection (a) (i).
 - iii) The extension described in subsection (a) (i) or (ii) shall end no later than fifty-two (52) weeks after the termination date of pregnancy.
- b) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
- c) An employee who has not commenced maternity leave without pay may elect to:
- i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,

- ii) 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.

30.02 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.

30.03 a) After completion of six (6) months' continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 30, Unemployment Insurance Act, 1971, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.

b) The Supplementary Benefit Plan allowances shall be provided on condition that the employee provides the Centre with a written agreement to:

- i) return to work on the agreed expiry date of the leave, or on a later date as modified with the Employer's consent;
- ii) remain at work for six (6) months after return: or
- iii) failing the above two (2) conditions for reasons other than death, lay-off, or disability, pay to the Centre not later than one month after termination of employment an amount equal to the total of any allowances received.

30.04 In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- a) where an employee is subject to a waiting period of two (2) weeks before receiving unemployment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two-week waiting period less any other monies earned during this period; and/or
- b) up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the UI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in UT benefits to which the employee would have been eligible if no extra monies had been earned during this period,
- c)
 - i) for a full-time employee the weekly rate of pay referred to clause .04 (a) and (b) shall be the weekly rate of pay, to which she is entitled for her classification for her substantive position, on the day immediately preceding the commencement of the maternity leave:
 - ii) for a part-time employee the weekly rate of pay referred to in clause .04 (a) and (b) shall be the full-time weekly rate of pay for the classification prescribed in her certificate of appointment of her substantive position multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6)-month period of continuous employment by the regularly scheduled full-time hours of work for the employee's classification on the day immediately preceding the commencement of the maternity leave,
- d) where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under clause .04 (a) or (b) shall be adjusted accordingly,

30.05 Leave granted under this Article 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.

- 30.06 a) Employees on maternity leave may continue to participate in insured benefits during their maternity leave. Payments (employee's share only) for the GSMIP and other insured benefit coverage plans where there is a premium cost share arrangement are required before maternity leave begins and must be in the form of a money order or certified cheque which shall be made payable to the Receiver General of Canada.
- b) Employee's contributions for Superannuation, Disability insurance and Death Benefit must be continued during maternity leave. Employee contributions are made upon return to work and payments are deducted from regular pay.
- 30.07 An employee who is on a maternity leave of absence shall notify the Personnel Administrator, in writing, at least two (2) weeks prior to the planned *date* of return.
- 30.08 An employee returning from Maternity, Paternity or Adoption Leave shall be entitled to return to the position held immediately prior to proceeding on leave,

ARTICLE 31

PATERNITY LEAVE WITHOUT PAY

- 31.01 a) A male employee who intends to request paternity leave shall notify the Employer at least fifteen (15) weeks in advance of the expected date of the birth of his child.
- b) A male employee may request paternity leave without pay at least four (4) weeks prior to the expected date of the birth of his child and, subject to sections (c) and (d) of this clause, shall be granted paternity leave without pay for a period beginning on the date of the birth of his child {or at a later date requested by the employee) and ending not later than twenty-six (26) weeks after the data of the birth of his child,
- c) *The Employer may:*
- i) defer the commencement of paternity leave without pay at the request of an employes;
 - ii) require an employee to submit a birth certificate of the child,
- d) Paternity leave without pay and maternity leave without pay after the termination of pregnancy utilized by an employee-couple in conjunction with the birth of their child shall not exceed a total of twenty-six (26) weeks for both employees combined.
- e) Leave granted under this clause shall be counted for the calculation of "continuous employment" fox 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.

ARTICLE 32

ADOPTION LEAVE WITHOUT PAY

- 32.01 a) An employee who intends to request adoption leave shall notify the Employer as soon as the application for adoption has been approved by the adoption agency.
- b) An employee may request adoption leave without pay at least four (4) weeks prior to the acceptance of custody of a child below the age of majority and, subject to section (c) of this clause, shall be granted adoption leave without pay for a period beginning on the date of such acceptance of custody or at a later date requested by the employee and ending not later than twenty-six (26) weeks after the date of such acceptance of custody.
- c) The Employer may:
- i) defer the commencement of adoption leave without pay at the request of an employee;
 - ii) grant the employee adoption leave with less than four (4) weeks' notice prior to the acceptance of custody;
 - iii) require an employee to submit proof of adoption.
- d) Adoption leave without pay utilized by an employee-couple in conjunction with the adoption of a child shall not exceed a total of twenty-six (26) weeks for both employees combined.
- e) 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.

ARTICLE 33

LEAVE WITHOUT PAY FOR THE CARE
AND NURTURING OF PRESCHOOL AGE CHILDREN

- 33.01 Subject to operational requirements, 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:
- i) 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;
 - ii) leave granted under this clause shall be for a minimum period of six (6) weeks;
 - iii) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment;
 - iv) 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;
 - v) time spent on such leave shall not be counted for pay increment purposes.

ARTICLE 34

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

- 34.01 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 step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- b) The Employer shall grant leave with pay under the following circumstances:
- i) up to one-half (1/2) day for a medical or dental appointment when the dependent family member is incapable of attending the appointments by himself or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize his absence from work. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;
 - ii) up to two (2) consecutive days of leave with pay to provide for the temporary care of a sick member of the employee's family;
 - 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,
- c) The total leave with pay which may be granted under clauses (b)(i), (ii) and (iii) shall not exceed five (5) days in a fiscal year.

ARTICLE 35

SEVERANCE PAY

35.01 Under the following circumstances and subject to clause .02 below, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay:

a) Lay-off

- i) On the first lay-off, two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment.
- ii) On the second or subsequent lay-offs, one (1) week's pay for each complete year of continuous employment, less any period in respect of which the employee was granted severance pay under sub-clause a] i) above,

b) Resignation

On resignation, subject to clause .01 c), and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

c) Retirement

- i) On retirement, when an employee is entitled to an immediate annuity under the Public Service Superannuation Act or when the employee is entitled to an immediate annual allowance under the Public Service Superannuation Act,

or

- ii) a part-time employee, who regularly works more than thirteen and one-half (13 1/2) but less than thirty (30) hours a week, and who, if he were a contributor under the Public Service Superannuation Act, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he were a contributor under the Public Service Superannuation Act,

a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay.

d) Death

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week of pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week of pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

e) Release for Incapacity or Incompetence

i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of incapacity, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of incompetence, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks,

- 35.02 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. Under no circumstances shall the maximum severance pay provided under clause .01 of this Article be pyramided.
- 35.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee was entitled for the classification to which he was assigned on the date of the termination of the employee's employment.
- 35.04 Except as provided for in this Article, an employee who is terminated for just cause for culpable behaviour shall not be entitled to the payment of Severance Pay.

ARTICLE 36

LEAVE WITHOUT PAY FOR PERSONAL NEEDS

36.01 Leave without pay will be granted for personal needs in the following manner:

- a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- c) an employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during his total period of employment. 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 "service" for the purpose of calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes.
- 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 "service" for the purpose of calculating vacation leave for the employee involved, Time spent on such leave shall not be counted for pay increment purposes.

ARTICLE 37

EDUCATION LEAVE

Education Leave Without Pay

37.01 Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

Examination Leave With Pay

37.02 At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave will only be granted where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his or her qualifications.

ARTICLE 38

RELIGIOUS HOLY DAYS

38.01 The Centre respects the religious observance days of its employees and consideration will be given to allow time off for observance of Holy Days.

ARTICLE 39

STATEMENT OF DUTIES

39.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his position, including the classification level and, where applicable, the point rating allotted by factor to the position and an organization chart depicting the position's place in the organization,

ARTICLE 40

LAYOFFS

40.01 In the event that it is necessary to reduce the number of staff within the employ of the Centre, employees to be so affected shall be selected on the basis of the merit principle. In this respect the qualifications of employees shall be considered in relation to the continuing functions to be performed. Length of service shall be taken into consideration only when deciding between equally qualified employees.

ARTICLE 41

1 JOINT CONSULTATION

- 41.01 The parties acknowledge the mutual benefits to be derived from joint consultation on matters of common interest.
- 41.02 Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.
- 41.03 Without prejudice to the position the Employer or the Alliance may wish to take in future concerning matters to be dealt with in the provisions of collective agreements the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.

ARTICLE 42

HEALTH AND SAFETY

- 42.01 The Employer shall make reasonable provisions for the occupational safety and health of employees as required under Part II of the Canada Labour Code. The Employer will consider suggestions on the subject from the Alliance, 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.
- 42.02 In support of the above, it is recognized that the Canadian Centre for Occupational Health and safety is the focus of, and indeed, the national institute created for the purpose of promoting a healthy and safe working environment for all Canadians. In this respect, therefore, it is the intent of the Canadian Centre for Occupational Health and Safety - the Employer - to foster and promote a healthy and safe working environment for its employees and to be responsive to suggestions and concepts that will further the work environment of employees.
- 42.03 The Employer encourages employees to take first aid training and in this respect the Employer will assume the cost for first aid training organized by the Employer for the training of employees selected to provide first aid services for the organization, Employees selected for the first aid training shall be granted time off work to attend the first aid training.

ARTICLE 43

TECHNOLOGICAL CHANGE

- 43.01 The parties agree to be governed by the Technological Change provisions of the Canada Labour Code, Part I, that may be amended from time to time.
- 43.02 Notwithstanding the notice period set out in Section 52(1) of the Canada Labour Code, Part I, the Employer agrees to provide the Union with one hundred and eighty (180) days of notice prior to the date on which the technological change is to be affected.

ARTICLE 44

WORK PLACE HARASSMENT

- 44.01 The Alliance and the Employer recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the workplace.
- 44.02 It is further agreed between the parties that personal harassment of any employee, including improper use of power or authority, also will not be tolerated within the workplace. It is understood that personal harassment is distinguishable from activities associated with corrective disciplinary action.
- 44.03 Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

ARTICLE 45

NO DISCRIMINATION

45.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation or membership or activity in the union.

45.02 Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

ARTICLE 46

POLITICAL, PARTICIPATION

- 46.01 In the event that an employee wishes to participate in political activities such as running for political office or campaigning for the candidate of his choice, etc., and should such activities require time away from work, the employee shall request a leave of absence without pay to cover the period of his involvement in the political process. Such leave shall not be unreasonably withheld by the Employer.
- 46.02 The Employer shall place no restriction on the rights of employees to participate in the political process including the right to run for political office or campaign for the candidate of their choice.

ARTICLE 47

EMPLOYEES ON PREMISES OF OTHER EMPLOYERS

- 47.01 If employees are prevented from performing their duties because of a strike or lock-out on the premises of a provincial, municipal, commercial or industrial employer, the employee shall report the matter to the Employer, and the Employer will make reasonable efforts to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.

ARTICLE 48

ILLEGAL STRIKES AND LOCKOUTS

48.01 The parties to this Collective Agreement recognize their responsibilities pursuant to Part I of the Canada Labour Code with reference to illegal strikes and lockouts.

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ARTICLE 49

DURATION

49.01 Unless otherwise expressly stipulated, the provisions of this Collective Agreement shall become effective ~~on the date it is signed~~, and shall remain in effect until 1992 12 31.

MEMORANDUM OF SETTLEMENT

BETWEEN

CANADIAN CENTRE FOR OCCUPATIONAL HEALTH AND SAFETY

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

The parties hereby agree to the following provisions for a first collective agreement subject to the ratification of these terms by the union membership

- All matters agreed to up to and including March 26, 1991
- All matters appended to this memorandum
- It is further agreed that the first collective agreement will expire December 31, 1992.

For the Employer

For the Union



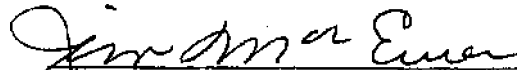
J. Arthur St-Aubin, President
and Chief Executive Officer



Louise Henderson
Personnel Administrator



Fred Colliet, Negotiator
for Management



Jim MacEwen, Executive
Vice President, PSAC



Ron Cochrane, Chairperson
Negotiating Team



Ilene Stones, President
Local 394



Stacey Hill, Member,
Negotiating Team

APPENDIX

RATES OF PAY

ADMINISTRATIVE SERVICES GROUP
(AS1 - AS6)
(95905)

A - Effective 1987 12 21 (1.35%)
B - Effective 1989 02 21 (4.8%)
C - Effective 1990 04 21 (4.6%)

		1	2	3	4	5	6	7
AS 1	FROM	27894	28999	30104	31202	32302		
	A	28436	29562	30688	31808	32929		
	B	29801	30981	32161	33335	34510		
	C	31172	32406	33640	34868	36097		
AS	FROM	31040	32276	33510	34746			
	A	31643	32903	34161	35421			
	B	33162	34482	35801	37121			
	C	34687	36068	37448	38829			
AS	FROM	33083	34360	35638	36912			
	A	33725	35027	36330	37629			
	B	35344	36708	38074	39435			
	C	36970	38397	39825	41249			
AS	FROM	35733	37079	38417	39764			
	A	36427	37799	39163	40536			
	B	38175	39613	41043	42482			
	C	39931	41435	42931	44436			
AS	FROM	41672	43278	44872	46474			
	A	42481	44118	45743	47376			
	B	44520	46236	47939	49650			
	C	46568	48363	50144	51934			
AS	FROM	48459	50340	52223	54101			
	A	49400	51318	53237	55151			
	B	51771	53781	55792	57798			
	C	54152	56255	58358	60457			

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CLERICAL AND REGULATORY GROUP
(CRI TO CR7)
(95911)

A - Effective 1987 12 12 (1.95%)
B - Effective 1989 02 12 (4.8%)
C - Effective 1990 04 12 (4.6%)

		1	2	3	4	5	6
CR	FROM	14768	15185	15610	16030	16444	16867
	A	15055	15480	15913	16341	16763	17195
	B	15778	16223	16677	17125	17568	18020
	C	16504	16969	17444	17913	18376	18849
CR	FROM	17485	17988	18481	18976		
	A	17825	18337	18840	19344		
	B	18681	19217	19744	20273		
	C	19540	20101	20652	21206		
CR	FROM	20865	21508	22154	22801		
	A	21270	21926	22584	23244		
	B	22291	22978	23668	24360		
	C	23316	24035	24757	25481		
CR	FROM	23161	23883	24607	25326		
	A	23610	24346	25085	25817		
	B	24743	25515	26289	27056		
	C	25881	26689	27498	28301		
CR	FROM	26287	27105	27933	28749		
	A	26797	27632	28475	29308		
	B	28083	28958	29842	30715		
	C	29375	30290	31215	32128		
CR	FROM	28303	29194	30082	30975		
	A	28853	29761	30666	31577		
	B	30238	31190	32138	33093		
	C	31629	32625	33616	34615		
CR	FROM	33112	34156	35200	36250		
	A	33755	34819	35884	36954		
	B	35375	36490	37606	38728		
	C	37002	38169	39336	40509		

by Treasury B d 1989 05 19

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DATA PROCESSING
 (DA-CON1 TO DA-CON8)
 (95913)

A - Effective 1988 U2 29 (1.95%)
 B - Effective 1989 04 29 (4.8%)
 C - Effective 1990 06 29 (4.6%)

Level		1	2	3	4	5	6	7	8	9	10
DA-CON-1	FROM	15418	15945	16476	17007	17539	18068	18593	19121	19653	20186
	A	15717	16255	16796	17338	17879	18419	18954	19492	20035	20578
	B	16471	17035	17602	18170	18737	19303	19864	20428	20997	21566
	C	17229	17819	18412	19006	19599	20191	20778	21368	21963	22558
DA-CON-2	FROM	19109	19694	20280	20866	21458	22067				
	A	19480	20076	20673	21271	21875	22495				
	B	20415	21040	21665	22292	22925	23575				
	C	21354	22008	22662	23317	23980	24659				
DA-CON-3	FROM	21986	22668	23348	24027						
	A	22413	23108	23801	24493						
	B	23489	24217	24943	25669						
	C	24569	25331	26090	26850						
DA-CON-4	FROM	24122	24868	25626	26376						
	A	24590	25351	26124	26888						
	B	25770	26568	27378	28179						
	C	26955	27790	28637	29475						
DA-CON-5	FROM	26473	27299	28130	28958						
	A	26987	27829	28677	29521						
	B	28282	29165	30053	30938						
	C	29583	30507	31435	32361						
DA-CON-6	FROM	28942	29852	30762	31670						
	A	29504	30432	31359	32285						
	B	30920	31893	32864	33835						
	C	32342	33360	34376	35391						
DA-CON-7	FROM	31794	32798	33800	34807						
	A	32411	33435	34457	35483						
	B	33967	35040	36111	37186						
	C	35529	36652	37772	38897						
DA-CON-8	FROM	34943	36048	37155	38271						
	A	35621	36748	37877	39014						
	B	37331	38512	39695	40887						
	C	39048	40284	41521	42768						

COMPUTER SYSTEMS ADMINISTRATION GROUP
(CS1 - CS5)
(95919)

A - Effective 1989 05 01

LEVEL	1	2	3	4	5	6	7	8	9	10	11	12	13
CS-1	22310	23576	24848	26116	27386	28660	29927	31204	32479	33746	35018	36290	37552
CS-2	37848	39209	40565	41930	43292	44655							
CS-3	44395	46131	47872	49614	51346	53077							
CS-4	50931	52922	54919	56905	58890	60875							
CS-5	58195	60669	63143	65618	68090	70561	73032						

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DATA PROCESSING
 (DA-PRO1 TO DA-PRO7)
 (95916)

A - Effective 1988 02 29 (1.95%)
 B - Effective 1989 04 29 (4.8%)
 C - Effective 1990 06 29 (4.6%)

		1	2	3	4	5	6	7	8	9	10	11	12	13
DA-PRO1	FROM	15359	15890	16409	16939	17473	17994	18521	19042	19664	20280	20866	21458	2206
	A	15658	16198	16728	17268	17812	18344	18881	19411	20046	20673	21271	21875	2249
	B	16410	16976	17531	18097	18667	19225	19787	20343	21008	21665	22292	22925	2357
	C	17165	17757	18337	18929	19526	20109	20697	21279	21974	22682	23317	23980	2465
DA-PRO2	FROM	22352	23048	23747	24437									
	A	22786	23496	24208	24911									
	B	23880	24624	25370	26107									
	C	24978	25757	26537	27308									
DA-PRO3	FROM	24999	25788	26576	27355									
	A	25485	26289	27092	27886									
	B	26708	27551	28392	29225									
	C	27937	28818	29698	30569									
DA-PRO4	FROM	27840	28718	29588	30465									
	A	28380	29276	30162	31057									
	B	29742	30681	31610	32548									
	C	31110	32092	33064	34045									
DA-PRO5	FROM	30970	31948	32922	33901									
	A	31571	32568	33561	34560									
	B	33086	34131	35172	36219									
	C	34608	35701	36790	37885									
DA-PRO6	FROM	34619	35712	36811	37910									
	A	35292	36406	37526	38646									
	B	36986	38153	39327	40501									
	C	38687	39908	41136	42364									
DA-PRO7	FROM	38706	39931	41171	42401									
	A	39458	40706	41971	43224									
	B	41352	42660	43986	45299									
	C	43254	44622	46009	47383									

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DRAFTING AND ILLUSTRATION GROUP
 (DD-1 TO DD-9) (Page 1 of 2)
 (95915)

A - Effective 1987 09 14 (1.95%)
 B - Effective 1988 11 14 (4.8%)
 C - Effective 1990 01 14 (4.6%)

		1	2	3	4	5	6	7
DD-1	FROM	17765	18388	19009	19634	20253	20874	21494
	A	18110	18745	19378	20015	20646	21279	21911
	B	18979	19645	20308	20976	21637	22300	22963
	C	19852	20549	21242	21941	22632	23326	24019
DD-2	FROM	21892	22703	23502	24313	25118	25921	26731
	A	22317	23144	23958	24785	25605	26424	27250
	B	23388	24255	25108	25975	26834	27692	28558
	C	24464	25371	26263	27170	28068	28966	29872
DD-3	FROM	26937	27840	28747	29652			
	A	27460	28380	29306	30227			
	B	28778	29742	30713	31678			
	C	30102	31110	32126	33135			
DD-4	FROM	27747	28730	29709	30690	31664	32640	
	A	28286	29288	30286	31286	32279	33273	
	B	29644	30694	31740	32788	33828	34870	
	C	31008	32106	33200	34296	35384	36474	
DD-5	FROM	32466	33592	34718	35845			
	A	33096	34245	35392	36541			
	B	34685	35889	37091	38295			
	C	36281	37540	38797	40057			
DD-6	FROM	34842	36059	37270	38489			
	A	35518	36759	37993	39236			
	B	37223	38523	39817	41119			
	C	38935	40295	41649	43010			

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DRAFTING AND ILLUSTRATION GROUP
 (DD-1 TO DD-9) (Page 2 of 2)
 (95915)

A - Effective 1987 09 14 (1.95%)
 B - Effective 1988 11 14 {4.8%}
 C - Effective 1990 01 14 {4.6%}

		1	2	3	4	5	6	7
1987	FROM	37842	39175	40507	41841			
	A	38577	39936	41293	42653			
	B	40429	41853	43275	44700			
	C	42289	43778	45266	46756			
1988	FROM	39824	41242	42656	44062			
	A	40597	42043	43485	44918			
	B	42546	44061	45572	47074			
	C	44503	46088	47668	49239			
1989	FROM	41591	43072	44556	46034			
	A	42399	43908	45421	46928			
	B	44434	46016	47601	49181			
	C	46478	48133	49791	51443			

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INFORMATION SERVICES GROUP
 (IS1 - IS5)
 (95907)

A - Effective 1987 12 24 (1.95%)
 B - Effective 1989 02 24 (4.8%)
 C - Effective 1989 04 24 (4.6%)

		1	2	3	4	5	
IS	FROM	15507	26184	26476	27529	28584	29635
	A	15808	26692	26990	28063	29139	30211
	B	16567	27973	28286	29410	30538	31661
	C	17329	29260	29587	30763	31943	33117
IS	FROM	31254	32468	33683	34892		
	A	31861	33098	34337	35570		
	B	33390	34687	35985	37277		
	C	34926	36283	37640	38992		
IS	FROM	36166	37603	39031	40475		
	A	36869	38333	39789	41261		
	B	38639	40173	41699	43242		
	C	40416	42021	43617	45231		
IS	FROM	41825	43677	45380	47078		
	A	42637	44525	46261	47992		
	B	44684	46662	48482	50296		
	C	46739	48808	50712	52610		
IS	FROM	48864	50871	52886	54902		
	A	49813	51858	53913	55968		
	B	52204	54347	56501	58654		
	C	54605	56847	59100	61352		

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LIBRARY SCIENCE GROUP
 (LS1 TO LS6)
 (95902)

A - Effective 1987 10 01 (1.95%)
 B - Effective 1988 12 01 (4.8%)
 C - Effective 1990 02 01 (4.6%)

		1	2	3	4	5	6	7	8
LS	FROM	22703	23755	24802	25853	26902	27950	29001	30009
	A	23144	24216	25284	26355	27424	28493	29564	30603
	B	24255	25378	26498	27620	28740	29861	30983	32103
	C	25371	26545	27717	28891	30062	31235	32408	33500
S	FROM	29081	30316	31550	32785	34021			
	A	29646	30905	32163	33422	34682			
	B	31069	32388	33707	35026	36347			
	C	32498	33878	35258	36637	38019			
S	FROM	32660	34068	35474	36880	38287			
	A	33294	34730	36163	37596	39031			
	B	34892	36397	37899	39401	40904			
	C	36497	38071	39642	41213	42786			
S	FROM	36699	38336	39968	41604	43240	44876		
	A	37412	39080	40744	42412	44080	45747		
	B	39208	40956	42700	44448	46196	47943		
	C	41012	42840	44664	46493	48321	50148		
S	FROM	40193	41982	43768	45556	47345	49132		
	A	40973	42797	44618	46440	48264	50086		
	B	42940	44851	46760	48669	50581	52490		
	C	44915	46914	48911	50908	52908	54905		

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FINANCIAL ADMINISTRATION GROUP
(FI1 - FI5)
(95906)

A - Effective 1989 06 23
B - Effective 1990 08 23

level		1	2	3	4	5	6	7	8	9
FI-1	FROM	30296	31697	33098	34499	35900	37302	38703	40104	41505
	A	31811	33282	34753	36224	37695	39167	40638	42109	43749
	ti	33338	34880	36421	37963	39504	41047	42589	44130	45849
FI-2	FROM	36878	38589	40300	42011	43723	45434	47145	48857	
	A	38722	40518	42315	44112	45909	47706	49502	51499	
	B	40581	42463	44346	46229	48113	49996	51878	53971	
FI-3	FROM	44700	46664	48629	50594	52558	54523	56487		
	A	46935	48997	51060	53124	55186	57249	59542		
	B	49188	51349	53511	55674	57835	59997	62400		
FI-4	FROM	49901	52114	54326	56539	58752	60965	63177		
	A	52396	54720	57042	59366	61690	64013	66593		
	B	54911	57347	59780	62216	64651	67086	69789		

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GENERAL SERVICES GROUP
 (GS1 TO GS4)
 (95922)

based on 40 hour week

- A - Effective 1988 02 05 (1.95%)
- B - Effective 1989 04 05 (4.8%)
- C - Effective 1990 06 a5 (4.6%)

	Per Hour	Zone	Per Annum
1	FROM 8.12	7	16939
	A 8.27	7	17202
	B 8.74	7	18179
	C 9.14	7	19011
2	FROM 9.93	4	20723
	A 10.12	4	21050
	B 10.61	4	22069
	C 11.10	4	23088
3	FROM 11.61	4	24227
	A 11.83	4	24606
	B 12.40	4	25792
	C 12.97	4	26977
4	FROM 12.21	4	25473
	A 12.44	4	25875
	B 13.04	4	27123
	C 13.64	4	28371

Special Responsibilities (B-3)

FROM	1.04	7	2171
A	1.06	7	2205
B	1.11	4	2309
C	1.16	4	2413

Treasury Board 1989 05 17

89

MEDICINE GROUP
(MD-MOF)
95903

A - Effective 1988 11 18 (4.2%)
B - Effective 1990 01 18 (4%)

		1	2	3	4	5	6	7	8	9
W MCF	FROM	48301	50932	53503	56074	58645	61216	63787	66358	68929
		50392	53071	55750	58429	61108	63787	66466	69145	71824
		52403	55194	57980	60766	63552	66338	69125	71911	74697
ID MCF	FROM	59692	62370	65048	67726	70404	73082			
	h		64990	67780	70570	73361	76151	79045		
	P		67590	70491	73393	76295	79197	82207	85095	
R MCF	FROM	68846	71953	75059	78166					
	A		74975	78211	81449	84544				
	B		77974	81339	84707	87926	91015			
MD MCF	FROM	72854	76067	79281	82495					
	h		79262	82611	85960	89226				
	I		82432	85915	89398	92795	96055			

Treasury Board 1989 05 05

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PURCHASING AND SUPPLY GROUP
(PG1 - PG2)
(95909)

A - Effective 1987 12 22 (1.95%)
B - Effective 1989 02 22 (4.8%)
C - Effective 1990 04 22 (4.6%)

		1	2	3	4	5	6	7	8	9	10	11
PG	FROM	18911	20128	21352	22570	23790	25002	26222	27441	28662	29882	31101
	A	19278	20519	21767	23009	24252	25488	26731	27974	29218	30463	31705
	B	20203	21504	22812	24113	25416	26711	28014	29317	30620	31925	33227
	C	21132	22493	23861	25222	26585	27940	29303	30666	32029	33394	34755
PG	FROM	31249	32636	34027	35414							
	A	31856	33269	34688	36102							
	B	33385	34866	36353	37835							
	C	34921	36470	38025	39575							

PROGRAMME ADMINISTRATION GROUP
(PM)
(95914)

A - Effective 1987 12 21 (1.95%)
B - Effective 1989 02 21 (4.8%)
C - Effective 1990 04 21 (4.6%)

		1	2	3	4	5	6
M	FROM	25683	26836	27991	29146	30298	31451
	A	26182	27357	28535	29712	30887	32062
	B	27439	28670	29905	31138	32370	33601
	C	28701	29989	31281	32570	33859	35147
M	FROM	30943	32249	33555	34858		
	A	31544	32876	34207	35535		
	B	33058	34454	35849	37241		
	C	34579	36039	37498	38954		
M	FROM	33572	34927	36276	37630		
	A	34224	35606	36980	38361		
	B	35867	37315	38755	40202		
	C	37517	39031	40538	42051		
M	FROM	36631	38181	39729	41279		
	A	37342	38922	40501	42081		
	B	39134	40790	42445	44101		
	C	40934	42666	44397	46130		
M	FROM	43777	45639	47502	49366		
	A	44627	46526	48424	50324		
	B	46769	48759	50748	52740		
	C	48920	51002	53082	55166		
M	FROM	51357	53563	55768	57974		
	A	52054	54603	56851	59099		
	B	54867	57224	59580	61936		
	C	57391	59856	62321	64785		

SECRETARIAL, STENOGRAPHIC AND TYPING GROUP
 (ST-SCY1 - ST-SCY3)
 95917

A - Effective 1988 01 22 (1.95%)
 B - Effective 1989 03 22 (4.8%)
 C - Effective 1990 05 22 (4.6%)

		1	2	3	4	5	6	7	8	9	10	11	12
1	FROM						17962	18531	19098	19463	20039	20638	21239
	A	15412	15990	16569	17152	17728	18311	18891	19469	19841	20428	21039	21651
	B	16152	16758	17364	17975	18579	19190	19798	20404	20793	21409	22049	22690
	C	16895	17529	18163	18802	19434	20073	20709	21343	21749	22394	23063	23734
2	FROM	21572	22246	22919	23588								
	A	21991	22678	23364	24046								
	B	23047	23767	24485	25200								
	C	24107	24860	25611	26359								
3	FROM	24589	25355	26132	26895								
	A	25067	25848	26640	27418								
	B	26270	27089	27919	28734								
	C	27478	28335	29203	30056								
4	FROM	26909	27763	28612	29451								
	A	28254	29151	30043	30924								
	B	29610	30550	31485	32408								
	C	30972	31955	32933	33899								

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Ad by Treasury Board 1989 05 19

TABLE 1
 PAY SCHEDULE
 1992

1 - Effective 1992-01-01
 2 - Effective 1992-04-01
 3 - Effective 1992-04-01

Level		1	2	3	4	5	6	7
TR-1	From	15171	to	27721				
	A	18000	to	32070				
	B	18000	to	35150				
	C	18000	to	36750				
TR-2	From	31607	32159	34714	36266	37823	39375	40927
	A	31837	33400	34967	36530	38098	39659	41225
	B	32983	34602	36226	37845	39470	41087	42709
	C	34071	35744	37421	39094	40773	42447	44118
TR-3	From	39407	41260	43109	44958	46811	48662	
	A	39894	41560	43422	45286	47152	49017	
	B	41123	43055	44985	46916	48849	50782	
	C	42480	44477	46470	48464	50461	52458	
TR-4	From	43501	45276	46696	48824	50540	52153	
	A	43818	45605	47036	49180	50908	52533	
	B	45395	47247	48729	50950	52741	54424	
	C	46893	48806	50337	52631	54481	56220	

LETTERS OF UNDERSTANDING



Canadian Centre for
Occupational Health and Safety

Centre canadien d'hygiène et
de sécurité au travail

250 Main St E / 250 rue Main est
Hamilton Ontario Canada
L8N 1H6

1990 10 17

Telephone/Téléphone
(416) 572-2981
Fax/Téléfax
(416) 572-2206

LETTER OF UNDERSTANDING

Mr Kevin Stewart
President
CCOHS - PSAC Local
250 Main Street East
Hamilton Ontario
L8N 1H6

Dear Mr Stewart

As discussed recently, the Canadian Centre for Occupational Health and Safety is prepared to continue with a flexible hours of work practice associated with the hours of work *for* employees at the Centre, subject to the following qualifications.

Flexible hours of work shall be available to employees,

- a) subject to the concern for operational requirements as determined by management;
- b) on a directorate, group or unit basis only;
- c) once established, the scheduled hours of work shall not vary except with the permission of management,

In addition to the above, the Employer is prepared to discuss the matters of job-sharing and compressed work week with the Union at periodic Joint Consultation meetings. It is understood between the parties, however, that the application of job-sharing and/or compressed work week arrangements shall be subject to operational requirements and solely at the discretion of management.

Yours truly

Louise Henderson

Louise Henderson
Personnel Administrator

LHlnw



Canadian Centre for
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LETTER OF UNDERSTANDING

Mrs Ilene Stones
President
CCOHS-PSAC Local 394
250 Main Street East
Hamilton Ontario
L8N 1H6

Dear Mrs Stones

RE: Relief Break for Operators of Visual Display
Terminals (VDT's)

This Letter of Understanding will confirm the practice of the Canadian Centre for Occupational Health and Safety, that an employee who is required to perform video display terminal (VDT) work on a continuing basis, or where the VDT display work is essentially the major component of the job, shall be entitled to a relief break period of five (5) minutes per hour for each hour of VDT work performed.

It is understood that this relief period from VDT work is not cumulative and is to be taken on an approximate hourly basis.

Yours sincerely

Louise Henderson

Louise Henderson
Personnel Administrator



Canadian Centre for
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LETTER OF UNDERSTANDING

Mrs Ilene Stones
President
CCOHS-PSAC Local 394
250 Main Street East
Hamilton Ontario
L8N 1H6

Dear Mrs Stones

RE: GSMIP
Dental Plan

This Letter of Understanding will confina the intent of the Employer to make available to employees the above noted Federal public Service benefit plans on the same insurance basis that these plans are made available to federal public servants.

It is not the intent of the Employer, however, that the benefits, procedures and language of these plans shall in any way be incorporated into the provisions of the Collective Agreement between the parties.

Yours sincerely

Louise Henderson

Louise Henderson
Personnel Administrator



Canadian Centre for
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LETTER OF UNDERSTANDING

Mrs Ilene Stones
President
CCOHS-PSAC Local 394
250 Main Street East
Hamilton Ontario,
L8N 1H6

Dear Mrs Stones

RE: Federal Public Service Policies related to Travel
Policy, Relocation Policy, Bilingualism Policy

This letter will confirm the intent of the Employer to
follow the above noted Federal Public Service Policies
as they currently exist and as they may be amended
from time to time.

It is not the intent of the Employer, however, to
incorporate these Policies and their related
provisions into the Collective Agreement between the
parties.

Yours sincerely

Louise Henderson

Louisa Henderson
Personnel Administrator

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LETTER OF UNDERSTANDING

Mr Kevin Stewart
President
CCOHS - PSAC Local
250 Main Street East
Hamilton Ontario
L8N 1H6

Dear Mr Stewart

In early August of 1990 Mr J A St-Aubin, President and Chief Executive Officer of the Centre announced that there would be a reorganization of the structure and workforce of employees at the Centre and that this would occur over a number of months to approximately March 31, 1991.

This Letter of Understanding will confirm that the Employer is prepared to ensure that this reorganization of the structure and workforce of the Centre will not result in the lay off of any employee who was on the staff of the Centre as at August 10, 1990, for a period of one year from that date.

It is clear that neither party can predict the future and the impact upon the Centre of factors other than the reorganization of the structure and workforce of the Centre, which factors are not included as a consideration in this Letter of Understanding.

Notwithstanding the above, in the event that some positions are eliminated or reduced in number as a result of the subject reorganization, employees so affected and who were employees as of August 10, 1990 will be reassigned to other positions for which they are qualified, or for which they can be retrained in a reasonable period of time. The applicability, duration and availability of such retraining period shall be solely at the discretion of Management,

In addition to the above, employees on the staff of the Canadian Centre for Occupational Health and Safety as at August 10, 1990 who, as a result of the subject reorganization, are scheduled for reassignment to another position prior to March 31, 1991 owing to the elimination or reduction in the numbers of their positions, shall be entitled to accept the reassignment or to accept a lump sum termination payment of six months of salary in lieu of notice. The notice period and entitlement to the subject lump sum termination payment shall commence on the date that formal written notification is delivered to the employee affected.

The arrangement set out in the immediately preceding paragraph will not preclude the entitlement of any affected employee to severance pay arrangements as negotiated between the parties.

For the purpose of further clarifications relative to the above only, the Employer will initiate the following practice:

Where an employee accepts a reassignment as set out above and the salary range of the new classification will accommodate the employee's existing salary, there will be no salary impact. In the event that the reassignment results in assignment to a position which will not accommodate the salary of the reassigned employee, the salary of the employee will be "red circled" for the period of a year from the date of reassignment; and the salary will then be adjusted to the maximum of the range for the position to which the employee has been reassigned.

Yours truly



Louise Henderson
Personnel Administrator

LHlnw



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LETTER OF UNDERSTANDING

Mrs. Ilene Stones
President
CCOHS-PSAC Local 394
250 Main St E
Hamilton Ontario
L8N 1H6

Dear Mrs Stones

Re: Reduction of Work Force

This Letter of Understanding will confirm that throughout the term of this Collective Agreement between the parties which expires **December 31, 1992**, employees who are laid off shall be entitled to a lump sum termination payment of six months of salary or six months of notice of termination in lieu of such termination payment. The notice period and entitlement to the subject lump sum termination payment shall commence on the date that formal written notice is given to the affected employee,

Yours truly

Louise Henderson

Louise Henderson
Personnel Administrator

LH/lc

APLE

2122-25.01-3



Public Service Alliance of Canada
Alliance de la Fonction publique du Canada

FACSIMILE MESSAGE / MESSAGE DE TÉLÉCOPIEUR

Date: March 27, 1991Number of pages including this one
Nbre de pages incluant cette feuille 6To
Destinataire: BARRY - MALONEYFrom
Expéditeur: CBBFAX: () 953-9582

FAX: () _____

CC: _____

 Office hours / Heures de bureau
 Overnight / Pendant la nuit

 Operator's use only / Opérateur ou opératrice seulement
 Charge / Frais Yes / Oui No / Non
MESSAGE:
 Re: Tentative Agreement - CCOHS - Hamilton, Ontario

A tentative first collective agreement was reached late last night March 26, 1991, on behalf of the members employed at the Canadian Centre for Occupational Health and Safety, Hamilton.

The first agreement, if ratified, will expire December 31, 1992. The major provisions include:

Common-law Spouse

- Definition includes spouse of the same sex.

Vacation Leave

- 3 weeks in first year
- 4 weeks after 7 years
- 5 weeks after 14 years
- 6 weeks after 21 years

Religious Holy Days

- Recognition that employees who observe religious holy days to be given time-off for those days.

Marriage Leave

- 5 days with 20 days notice.



APLE

2122-25.01-5



Public Service Alliance of Canada
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- 3 weeks in first year
- 4 weeks after 7 years
- 5 weeks after 14 years
- 6 weeks after 21 years

Religious Holy Days

- Recognition that employees who observe religious holy days to be given time-off for those days,

Marriage Leave

- 5 days with 20 days notice.



Bereavement Leave

- 4 days no reference to day of funeral, additional 3 days travel if required.
- Definition of immediate family same as in PSAC Master.
- 1 day bereavement for grandparent and grandchild and son/daughter-in-law, brother/sister-in-law.

Court Leave

Same as PSAC Master.

Leave with Pay For Family Related Responsibilities

Sick Leave

Similar to PSAC Master.

Adoption Leave

Same as PSAC Master with entitlement upon return to work to position held prior to start date of leave.

Paternity Leave

Same as PSAC Master with entitlement upon return to work to position held prior to start date of leave.

LWOP Care and Nurturing Pre-school Age Children

Same as PSAC Master.

Education Leave

- Up to 1 year with renewals at employer's discretion.

Maternity Leave

- Similar to PSAC Master.
- Includes Sub-plan 17 wks. 93% salary.
- No pay back in event of death, lay-off or disability

Entitlement to position held prior to start date of leave upon return.

- 3 -

Severance Pay

- Same as PSAC Master.

Hours of Work

- Defined as Monday to Friday, 37.5 hours per week.
- May be altered by employer subject to operational requirements and two weeks' notice.

Overtime

- 1.5 for OT during week and first day of rest, 2T on second day of rest.
- Ability to take it in cash or time-off.

Call Back

- Regular work day - Min. 3 hrs at OT rates, no cap.
- day of rest and designated holiday, Min. 3 hrs at OT rates applies only once during an eight (8) hour period.

Staffing

- Required to Post all vacancies except where the vacancy is for a period of less than 3 months or employees are on Maternity/Paternity or Adoption Leave.
- Poster requirements, i.e. details of job posted for 10 days.
- Where candidates are relatively equal, seniority governs.

Probationary Employees

- Probationary period defined in collective agreement as professional employees - 1 year, all others 6 months.
- Only one probationary period per employee, occurs on initial hire, not to subsequent appointments.
- Access to grievance procedure but restricted to arbitration unless there is bad faith or discrimination.

Grievance Procedure

- 2 steps.

Arbitration

- Shared costs.

Check-off

- Similar to PSAC Master.

Information

- "Every employee shall become a member of the union on date of hire" as part of the documentation process, the employer will ensure the membership card is signed.

Bulletin Boards

- Similar to PSAC Master.

Leave With or Without Pay for Union Business

- Similar to PSAC Master with an additional provision to grant leave to replace or assist PSAC Regional Reps.

Political Participation

- Right to participate fully with no restrictions.

Employee Performance Review and Employee Files

- Annual assessments
- Work plans in circumstances where the employee fails to meet minimum standards with periodic reviews by supervisor.

Discipline and Discharge

- Similar to PSAC Master.

Workplace Harassment

- Article includes "abuse of authority" as a cause of personal harassment.
- Includes both sexual and personal harassment.

No discrimination

- Same as PSAC Master

- 5 -

Salary Administration

- Provides for rate of pay on appointment, promotion, demotion and transfer.
- Salary protection.
- * Acting pay 10 days for Professional staff, 5 days for all others.

Management Rights

- Provision that employer must act fair and reasonable when exercising its rights both within the collective agreement and matters that fall outside the collective agreement.

Classification

- Provides that the employer will apply federal public service classification standards and procedures in classifying positions at the Centre.

Letters of Understanding

Deal with the following subject matters:

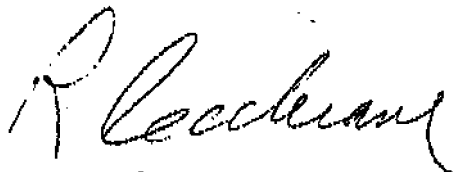
1. Compressed Work Week/Flex Hours - employer to consult.
2. Relocation, Bilingual Bonus, Travel Policy - employer agrees to continue to apply those directives.
3. GSMIP, Dental - employer agrees to continue these plans and its share of premiums.
4. VDT Operators - 5 min. breaks every hour.
5. Job Security - No lay-offs *dui* ta reorganization for employees on staff as of August 1990 for a period of one year.
6. Notice of Lay-off - employer to give 6 months notice or 6 months salary in lieu.

Rates of Pay

- Parties agreed to apply same wage increases as negotiated for same occupation group in Federal Public Service.

Expiry Date

December 31, 1991.



R. A. Cochrane,
Staff Officer, Negotiations,
Collective Bargaining Branch.

RC/eb

C.E. AEC
Branch Directors
T. Dinan
Staff Officers, CBB

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