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File: 185-02-395

Citation: 2003 PSSRB 110



Public Service Staff
Relations Act

Before the Public Service
Staff Relations Board

IN THE MATTER OF
THE *PUBLIC SERVICE STAFF RELATIONS ACT*
and a dispute affecting the
Federal Government Dockyard Chargehands Association, as bargaining agent,
and the **Treasury Board**, as employer,
in respect of all the employees in the
Ship Repair Chargehands and Production Supervisors - East Group bargaining unit

TERMS OF REFERENCE OF THE ARBITRATION BOARD

To: Jules B. Bloch, chairperson of the arbitration board;
James K.A. Hayes and Pierce Sutherland, arbitration board members

[1] By letter of July 23, 2003, the bargaining agent, pursuant to section 64 of the *Public Service Staff Relations Act* (Act), requested the establishment of an arbitration board for the Ship Repair Chargehands and Production Supervisors - East Group bargaining unit.

[2] Sections 64 to 75.1 of the Act apply where arbitration is the method of dispute resolution. The following sections, which set out the procedure for an arbitration board, are of particular interest:

66. (1) Subject to section 69, forthwith on the establishment of an arbitration board, the Chairperson shall deliver to the arbitration board a notice referring the matters in dispute to the board for arbitration.

(2) Where, at any time before an arbitral award is rendered, the parties reach agreement on any matter in dispute referred to an arbitration board under subsection (1) and enter into a collective agreement in respect thereof,

the matters in dispute so referred to the board shall be deemed not to include that matter and no arbitral award shall be rendered by the board in respect thereof.

67. In the conduct of proceedings before it and in rendering an arbitral award in respect of a matter in dispute, an arbitration board shall consider

(a) the needs of the Public Service for qualified employees;

(b) the conditions of employment in similar occupations outside the Public Service, including such geographic, industrial or other variations as the board may consider relevant;

(c) the need to maintain appropriate relationships in the conditions of employment as between different grade levels within an occupation and as between occupations in the Public Service;

(d) The need to establish terms and conditions of employment that are fair and reasonable in relation to the qualifications required, the work performed, the responsibility assumed and the nature of the services rendered; and

(e) any other factor that to it appears to be relevant to the matter in dispute.

68. Subject to this Act, an arbitration board shall, before rendering an arbitral award in respect of a matter in dispute, give an opportunity to both parties to present evidence and make submissions to it.

69. (2) Subsection 57(2)¹ applies, with such modifications as the circumstances require, in relation to an arbitral award.

(3) No arbitral award shall deal with

(a) the organization of the Public Service or the assignment of duties to, and classification of, positions in the Public Service;

¹ 57. (2) No collective agreement shall provide, directly or indirectly, for the alteration or elimination of any existing term or condition of employment or the establishment of any new term or condition of employment,

(a) the alteration or elimination or the establishment of which would require or have the effect of requiring the enactment or amendment of any legislation by Parliament, except for the purpose of appropriating moneys required for its implementation; or
(b) that has been or may be established pursuant to any Act specified in Schedule II.

(b) standards, procedures or processes governing the appointment, appraisal, promotion, demotion, deployment, lay-off or termination of employment, other than by way of disciplinary action, of employees; or

(c) any term or condition of employment of employees that was not a subject of negotiation between the parties during the period before arbitration was requested in respect thereof.

(4) An arbitral award shall deal only with terms and conditions of employment of employees in the bargaining unit in respect of which the request for arbitration was made

70. (1) An arbitration board shall, as soon as possible after it receives the notice referred to in subsection 66(1), render an arbitral award in respect of the matters in dispute.

(1.1) An arbitral award shall be signed by the chairperson of the arbitration board and a copy thereof shall be sent to the Chairperson, and no report or observations thereon shall be made or given by the other members of the board.

(1.2) On receipt of a copy of an arbitral award, the Chairperson shall forthwith cause a copy thereof to be sent to the parties and may cause the award to be published in such manner as the Chairperson sees fit.

(2) Subject to subsection (3), a decision of the majority of the members of an arbitration board in respect of the matters in dispute shall be the arbitral award in respect of those matters.

(3) Where the majority of members of an arbitration board cannot agree on the terms of the arbitral award to be rendered, the decision of the chairperson of the board shall be the arbitral award in respect of the matters in dispute.

(4) An arbitral award shall, whenever possible, be made in such form.

(a) as can be read and interpreted with, or annexed to and published with, any collective agreement dealing with other terms and conditions of employment of the employees in the bargaining unit in respect of which the arbitral award applies; and

(b) as enables its incorporation into and implementation by regulations, by-laws, directives or other instruments that may be required to be made or issued by the employer or the relevant bargaining agent in respect thereof.

[3] With its letter of July 23, 2003, the bargaining agent provided a list of the terms and conditions of employment that it wished to have referred to the arbitration board. That letter, the terms and conditions of employment and supporting material are attached hereto as SCHEDULE I.

[4] By letter of August 8, 2003, the employer provided its position on the terms and conditions of employment that the bargaining agent wished to have referred to the arbitration board. That letter and supporting material are attached hereto as SCHEDULE II.

[5] The bargaining agent, by letter of August 14, 2003, replied to the employer's letter of August 8, 2003. That letter is attached hereto as SCHEDULE III.

[6] Accordingly, pursuant to section 66 of the Act, the matters on which the arbitration board shall report its findings and recommendations to me in this dispute are those set out as outstanding in SCHEDULE I attached hereto.

[7] Should any jurisdictional question arise during the course of the hearing as to the inclusion of a matter in these terms of reference, that question must be submitted forthwith to me because the Chairperson of the Public Service Staff Relations Board is, according to the provisions of subsection 66(1) of the Act, the only person authorized to make such a determination.

**Yvon Tarte,
Chairperson**

DATED AT OTTAWA, December 5, 2003

SCHEDULE I

FILE No.	185-2-395
No. de DOSSIER	185-2-395
REFERRED TO	Y.T.
REMIS À	Y.T.
ID. No.	27320.
No. D'ID.	27320.

Federal Government Dockyard Chargehands Association

Fleet Maintenance Facility Cape Scott
PO Box 99000, Stn Forces, Halifax, NS, B3K 5X5
Phone: (902) 429-9426 Fax: (902) 421-1095
Internet: fgdca@ns.sympatico.ca

23 July 2003

Mr. Yvon Tarte
Chairperson
Public Service Staff Relations Board
P.O. Box 1525, Station "B"
Ottawa, Ontario
Canada K1P 5V2

Re:- Request for Arbitration under Subsection 64(1) of the Act

Dear Mr. Tarte,

On behalf of the bargaining agent, the Federal Government Dockyard Chargehands Association (FGDCA), this letter is a request for Arbitration under Subsection 64(1) of the Public Service Staff Relations Act.

This request is the result of collective bargaining in good faith between the bargaining unit and employer with successful and mutual agreement on a number of proposals from both parties, with the exception of those proposals as identified in the attached Form 11. In this respect, any further discussions between the bargaining agent and the employer in these outstanding matters will not be resolved with further negotiations.

Notice to bargain was delivered to the Employer 10 January, 2003 with meetings held on 20 February 2003, 5-6 June 2003 and 15 July 2003. Negotiations conducted during these meetings resulted in the mutual agreement to renew all matters not the subject of negotiations for change from either party.

Yours truly,



Darryl Roode
President, FGDCA

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FORM 11
(Section 49)

Public Service Staff Relations Act

NOTICE OF REQUEST FOR ARBITRATION UNDER SUBSECTION 64(1) OF THE ACT

1. Name and address of the party requesting arbitration:

**Federal Government Dockyard Chargehands Association
Fleet Maintenance Facility Cape Scott
P.O. Box 99000, Stn. Forces
Halifax, Nova Scotia
B3K 5X5**

2. Name and address of the other party to the dispute:

**Treasury Board of Canada Secretariat
L'Esplanade Laurier
140 O'Connor Street
Ottawa, Ontario
K1A 0R5**

3. State the bargaining unit in respect of which the request is made:

All the employees of the employer in the Ship Repair Chargehands and Production Supervisors Group.

4. State the date on which notice to bargain collectively was given under section 50 of the Act:

Notice to bargain was given 10 January, 2003.

5. Describe the steps that have been taken, including the dates of meetings that have been held, and the progress that has been made in collective bargaining following the giving of notice to bargain collectively:

Meetings between bargaining agent and employer representatives were held 20 February 2003, 5-6 June 2003 and 15 July 2003.

Progress was made with respect to agreement reached on the following matters;-

**Article 2 – Definition 'same sex spouse',
Article 6 – Hours of Work and Overtime,
Article 9.03(a) – Travelling,
Article 6.17(a) Overtime Meal Allowance,**

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**Article 11 – Clauses 11.05 to 11.07(a) Vacation Leave with Pay,
Article 12 – Sick Leave with Pay,
Article 30 – Pay - Retroactive Period, and
Letter of Understanding Vehicle/Liability (2003-1).**

In addition, specific proposals from both parties were removed from the bargaining table upon mutual agreement to participate in a Mutual Gains Discussion session to resolve specific operational matters.

6. Specify the terms and conditions of employment in respect of which arbitration is requested:

**Article 13.02(a) – Other Types of Leave with or without Pay,
Article 32.02 - Duration and Renewal,
New Article - Allowances, and
Appendix “A” – Annual Rates of Pay.**

7. State your proposals concerning the award to be made by the arbitration board with respect to the terms and conditions of employment specified in section 6:

Article 13.02(a) – Bereavement Leave With Pay be amended to read “bereavement leave with pay for a period of not more than five (5) days which must include the day of the funeral, and may, in addition, be granted up to three (3) days’ bereavement leave with pay for the purpose of travel related to the death.”

Article 32.02 – Amended to read “This Collective Agreement shall expire on March 31, 2004.”

New Article – Allowances be added as follows:

For all hours worked by employees, an allowance equal to twenty-five percent (25%) of the employees basic rate of pay on a prorata basis for;

Submarine Trials – when in a submarine in “closed down” conditions, or in a submarine when it is beyond the “harbour limits” on the surface or submerged;

Sea Pay – when beyond the “harbour limits”, the employee shall be compensated, from the time he/she reports aboard until one (1) hour after reaching the “harbour limits” on the final return;

Height Pay – while suspended from a crane in a bucket or boatswain’s chair, or more than thirty (30) feet above the crane base;

Dirty Work – when exposed to particularly dirty or obnoxious conditions and Transfer at Sea – twelve dollars (\$12.00) for each occurrence.

Appendix “A” – Changed to reflect the following;

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Pay scales refer to SR-MGT-01 in lieu of the current SR-CPS-01,
Restructure the current scale of rates of pay to reduce the increments to the
existing top three (3) increments,
Adjust these three (3) top increment rates of pay to eliminate the wage gap
between SR-MGT-01 pay rates on the East Coast and those of the SR-MGT-01
pay rates on the West Coast; and,
Adjust these new increments by an economic increase of four percent (4%).
Team Pay – An additional four percent (4%).

8. Attach a copy of any collective agreement entered into by the parties.

Dated at Halifax, Nova Scotia, this 22 day of July, 2003.

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Treasury Board of Canada
Secretariat

Secrétariat du Conseil du Trésor
du Canada

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

Group: Ship Repair
(All Chargehand and Production Supervisor Employees
Located on the East Coast)

CODE: 663/03
Expiry Date: March 31, 2003

Canada

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

Group: Ship Repair
(All Chargehand and Production Supervisor Employees
Located on the East Coast)

CODE: 663/03
Expiry Date: March 31, 2003

Treasury Board of Canada Secretariat
Labour Relations Division
Human Resources Branch
L'Esplanade Laurier
140 O'Connor Street
Ottawa, Ontario
K1A 0R5

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<http://www.tbs-sct.gc.ca>

Federal Government
Dockyard Chargehands Association
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P.O. Box 99000, STN Forces
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****Asterisks denote changes from the previous Collective Agreement.**

PART I - GENERAL

ARTICLE 1 PURPOSE OF AGREEMENT

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

ARTICLE 2 INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement,

(a) **"Association"** means the Federal Government Dockyard Chargehands Association;

**

(b) **"bargaining unit"** means all chargehand, and production supervisor employees of the Employer in the Ship Repair Group of the Operational Category located on the east coast as described in the certificate issued by the Public Service Staff Relations Board on May 20th, 1999;

(c) a **"common-law spouse"** relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person of the opposite sex, publicly represented that person to be his/her spouse, and lives and intends to continue to live with that person as if that person were his/her spouse;

(d) **"continuous employment"** has the same meaning as specified in the *Public Service Terms and Conditions of Employment Regulations*;

(e) **"daily rate of pay"** means an employee's weekly rate of pay divided by five (5);

(f) **"day"** means a twenty-four (24)-hour period:

(i) commencing at 23:45 and ending at 23:45 the following day for employees subject to clause 6.02(a),

- (ii) commencing at 00:00 and ending at 24:00 for employees subject to clause 6.02(b), and
- (iii) commencing at 00:15 and ending at 00:15 hours the following day for employees subject to clause 6.02(c);
- (g) **“double time”** means two (2) times the straight-time rate;
- (h) **“employee”** means an employee as defined in *the Public Service Staff Relations Act* and who is a member of the Ship Repair Chargehands bargaining unit;
- (i) **“Employer”**, except as specifically provided in clause 14.01, means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board;
- (j) **“harbour limits”** means an East-West line of 063 degrees (true) from York Redoubt through Maughers Beach on McNabbs Island. The area north of this line constitutes the Halifax harbour area and includes Bedford Basin;
- (k) **“holiday pay”** means eight (8) hours’ pay;
- (l) **“hourly rate of pay”** means the employee’s weekly rate of pay divided by forty (40);
- (m) **“lay-off”** means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function;
- (n) **“leave”** means authorized absence from duty by an employee during the employee’s regular or normal hours of work;
- (o) **“overtime”** means time worked by an employee outside of the employee’s regularly scheduled hours;
- (p) **“pay”** means basic rates of pay as specified in Appendix “A”, and does not include shift premium;
- (q) **“sea trials”** means trials conducted outside the harbour limits;
- (r) **“straight-time rate”** means the hourly rate of pay;

- (s) “triple time” means three (3) times the straight-time rate;
- (t) “weekly rate of pay” means an employee’s annual rate of pay divided by 52.176.

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement,

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

ARTICLE 3

CONFLICT BETWEEN FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

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

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

ARTICLE 4

APPLICATION

4.01 The provisions of this Agreement apply to the Association, employees and the Employer.

4.02 Both the English and French texts of this Agreement shall be official.

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

ARTICLE 5

MANAGERIAL RESPONSIBILITIES

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

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

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

PART II - WORKING CONDITIONS

ARTICLE 6
HOURS OF WORK AND OVERTIME

6.01 Hours of Work

- (a) The hours of work shall be forty (40) hours per week and eight (8) hours per day.
- (b) The workweek and workdays shall be:
 - (i) from Sunday 23:45 to Friday 23:45 inclusive for employees subject to clause 6.02(a),
 - (ii) from Monday to Friday inclusive for employees subject to clause 6.02(b), and
 - (iii) from Monday 00:15 to Saturday 00:15 inclusive for employees subject to clause 6.02(c).
- (c) The first and second days of rest shall be:
 - (i) from Friday 23:45 to Saturday 23:45 and from Saturday 23:45 to Sunday 23:45 respectively for employees subject to clause 6.02(a),
 - (ii) Saturday and Sunday respectively for employees subject to clause 6.02(b), and
 - (iii) from Saturday 00:15 to Sunday 00:15 and from Sunday 00:15 to Monday 00:15 respectively for employees subject to clause 6.02(c).

6.02 The hours of work shall be scheduled as follows:

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

6.03 Notwithstanding the provisions of clause 6.02, the Association recognizes the requirement for certain employees to regularly report for work and to cease work at different hours than those established in clause 6.02, and the Employer agrees to discuss with the Association such changes in working hours before implementing them.

6.04 The hours of work described in clauses 6.01 and 6.02 shall not be construed as a guarantee of a minimum or of a maximum hours of work.

6.05 An employee may be transferred from one shift to another within a workday subject to the application of clause 6.09.

6.06 Notwithstanding the provisions of clause 6.02:

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

shall receive a shift premium as specified in clause 18.01.

For the purpose of clause 6.06(a), an employee on leave during the days referred to in clause 6.06(a) shall not be considered as breaking the consecutive workday or full workweek requirement of that clause.

For the purpose of clause 6.06(a)(i), a paid holiday shall not be considered as breaking the consecutive workday requirement providing three (3) days of shift work are scheduled.

Where shift work is scheduled for a full workweek which includes a designated paid holiday, the holiday shall not affect the requirements of a full workweek referred to in clause 6.06(a)(ii) and (iii).

- (b) An employee who works on the first or third shift, other than as described in 6.06(a) shall be paid at double (2) time rate for each hour so worked and no shift premium shall be paid.

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

6.08 Overtime

The Employer will make every reasonable effort:

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

6.09 Overtime Compensation

Subject to clause 6.13, overtime shall be compensated at the following rates:

- (a) double (2) time for all hours worked in excess of eight (8) hours in a continuous period of work or in excess of eight (8) hours in a day to a maximum of sixteen (16) hours in a continuous period of work; and for all hours worked on a day of rest to a maximum of sixteen (16) hours;
- (b) triple (3) time for each hour worked in excess of sixteen (16) hours in a continuous period of work or in excess of sixteen (16) hours in any twenty-four (24)-hour period, and for all hours worked by an employee who is recalled to work before the expiration of the eight (8)-hour period referred to in clause 6.10.

6.10 Subject to clause 6.11, an employee who works for a period of fifteen (15) hours or more in a twenty-four (24) hour period shall not report on his/her next regular scheduled shift until eight (8) hours has elapsed from the end of the previous working period unless otherwise informed by his/her supervisor. If, in the application of this clause, an employee works less than his/her next full shift, the employee shall, nevertheless, receive eight (8) hours' regular pay.

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

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

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

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

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

6.15

- (a) Notwithstanding the provisions of clauses 6.09 and 9.03, an employee may request, in lieu of overtime payment, compensatory leave with pay. Approval of the Employer shall not be unreasonably withheld.
- (b) The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment in the employee's substantive position on the day immediately prior to the day on which leave is taken.
- (c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

- (d) Accumulated compensatory leave not used by March 31st of each year shall normally be paid in cash. Such leave may by mutual agreement be carried over to the following leave year.

6.16 Rest Periods

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

**

6.17 Overtime Meal Allowance

- (a) A meal allowance of nine dollars and fifty cents (\$9.50) will be paid:
- (i) to an employee who is not advised prior to mid-shift that he/she will be required to work overtime and provided the employee works for three (3) hours, commencing not more than one (1) hour following the employee's normal quitting time;
 - (ii) to an employee who is required to work at least three (3) hours immediately preceding the employee's normal starting time;
 - (iii) after an employee has worked an initial period of three (3) hours overtime, for each subsequent four (4)-hour period of overtime worked;
 - (iv) to an employee who has been recalled to work as provided in clause 7.01 for each four (4)-hour period of overtime worked; and
 - (v) to an employee who has been advised that he/she is required to work overtime commencing not more than one (1) hour following the normal quitting time and is subsequently advised after mid-shift that he/she is not required to work.

Effective April 1st, 2002, the above meal allowance will be increased to ten dollars (\$10).

- (b) Except as provided in clause 6.17(a)(iv), an employee who works overtime on days of rest or holidays is not entitled to a meal allowance for the first eight (8) hours worked. A meal allowance of nine dollars and fifty cents (\$9.50) will be paid for each subsequent four (4)-hour period of overtime worked.

Effective April 1st, 2002, the above meal allowance will be increased to ten dollars (\$10).

- (c) The provisions of clauses 6.17(a) and (b) will not apply to employees assigned to sea trials where meals are provided without charge to the employees during periods described in clauses 6.17(a) and (b).

ARTICLE 7 CALL-BACK PAY

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

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

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

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

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

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

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

7.03 An employee who receives a call to duty or responds to a telephone or data line call after completing his or her work for the day and leaving his or her place of work may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees, and receive compensation for time worked in accordance with the Overtime Article. In such instances, employees shall not be entitled to the minimum compensation under clause 7.01(c)(ii).

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

ARTICLE 8

DESIGNATED PAID HOLIDAYS

8.01 Subject to clause 8.02, the following days shall be designated paid holidays:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,

- (k) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first Monday in August,

and

- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

8.02 Clause 8.01 applies only to an employee who is entitled to pay for at least ten (10) days during the thirty (30) calendar days immediately preceding the holiday.

8.03 Holiday Falling on a Day of Rest

When a day designated as a holiday under clause 8.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's next scheduled working day or to the second scheduled work day if the employee would otherwise lose credit for the holiday.

8.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 8.03,

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

and

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

8.05 Compensation for Work on a Holiday

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

- (a) holiday pay plus double time for the first eight (8) hours of work,
- (b) triple time for hours worked in excess of eight (8).

8.06 Holiday Coinciding with a Day of Paid Leave

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

**ARTICLE 9
TRAVELLING**

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

9.02

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

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

- (a) on any day on which the employee travels but does not work, at the applicable straight-time or overtime rate for the hours travelled, but the total amount shall not exceed twelve (12) hours' straight time;
- (b) on a normal workday in which the employee travels and works:
 - (i) during the employee's regular scheduled hours of work at the straight-time rate not exceeding eight (8) hours' pay,
 - (ii) at the applicable overtime rate for all time worked outside the employee's regular scheduled hours of work,

- (iii) at the applicable overtime rate for all travel outside the employee's regular scheduled hours of work to a maximum of twelve (12) hours' pay at straight time in any twenty-four (24)-hour period;
- (c) on a rest day on which the employee travels and works, at the applicable overtime rate:
 - (i) for travel time, in an amount not exceeding twelve (12) hours straight-time pay,

and
 - (ii) for all time worked;
- (d) notwithstanding the limitations stated in Article 9.03(a), (b) and (c), where an employee travels on duty, but does not work, for more than four (4) hours between 22:00 and 06:00, and no sleeping accommodation is provided, the employee shall be compensated at the applicable overtime rate for a maximum of twelve (12) hours' straight-time pay.

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

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

9.06

- (a) An employee assigned to a military establishment when in travel status will not be required to make use of the establishment for accommodation and messing except where it is evident that to stay elsewhere would be inconsistent with good order and common sense (for example, certain training courses, no suitable commercial accommodation is convenient and available, etc.).
- (b) Subject to clause 9.06(a), when an employee is required to utilize service accommodation, such accommodation shall be the equivalent where available, of good commercial accommodation.

**

9.07 Travel Status Leave

- (a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for forty (40) nights during a fiscal year shall be granted one (1) day off with pay. The employee shall be credited with one additional day off for each additional 20 nights that the employee is away from his or her permanent residence to a maximum of 80 nights.
- (b) The maximum number of days off earned under this clause shall not exceed five (5) days in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) This leave with pay is deemed to be compensatory leave and is subject to clause 6.15.

The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.

ARTICLE 10 LEAVE - GENERAL

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

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

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

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

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

10.06 Except as otherwise specified in this Agreement, where leave without pay for a period in excess of three (3) months is granted to an employee, the total period of leave granted shall be deducted from "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

ARTICLE 11

VACATION LEAVE WITH PAY

11.01 Vacation Year

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

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11.02 Accumulation of Vacation Leave Credits

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

- (a) six decimal six seven (6.67) hours per month until the month in which the anniversary of the employee's first (1st) year of continuous employment occurs,

or

- (b) ten (10) hours per month commencing with the month in which the employee's first (1st) anniversary of continuous employment occurs,

or

- (c) Thirteen decimal three four (13.34) hours per month commencing with the month in which the employee's eighth (8th) anniversary of continuous employment occurs,

or

- (d) Fourteen decimal six seven (14.67) hours per month (for an annual total of 22 days) commencing with the month in which the employee's sixteenth (16th) anniversary of continuous employment occurs,

or

- (e) Fifteen decimal three four (15.34) hours per month (for an annual total of 23 days) commencing with the month in which the employee's seventeenth (17th) anniversary of continuous employment occurs,

or

- (f) Sixteen decimal six seven (16.67) hours per month commencing with the month in which the employee's eighteenth (18th) anniversary of continuous employment occurs,

or

- (g) Eighteen (18) hours per month commencing with the month in which the employee's twenty-seventh (27th) anniversary of continuous employment occurs,

or

- (h) twenty (20) hours per month commencing with the month in which the employee's twenty-eight (28th) anniversary of continuous employment occurs,

- (i) however, an employee who has received or is entitled to receive furlough leave under the provisions of clause 10.02 will earn vacation leave credits at the rate of thirteen decimal three six (13.36) hours per month from the beginning of the month in which the employee's twentieth (20th) anniversary of continuous employment occurs and return to the rate of sixteen decimal zero eight (16.08) hours per month beginning with the

month in which the employee's twenty-fifth (25th) anniversary of continuous employment occurs.

11.03 Entitlement to Vacation Leave With Pay

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

Scheduling of Vacation Leave With Pay

11.04 Subject to clauses 11.05, 11.06 and 11.07, employees shall, subject to work requirements, normally take all their vacation leave during the vacation year in which it is earned.

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

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

- (a) not later than May 15th, the Employer will solicit each employee in writing to obtain the employee's preferences for any unscheduled portion of his/her vacation leave entitlement during the vacation year including if and when the employee plans to take at least two (2) consecutive weeks of vacation and periods of short duration;
- (b) by June 15th, the Employer, subject to work requirements, will schedule and post the approved vacation leave as requested in clause 11.06(a);
- (c) by October 1st, his/her supervisor will conduct a review to identify those employees with vacation leave still uncommitted and, in discussion with each employee, will establish if and when the employee plans to take his/her leave prior to the end of the vacation leave year;
- (d) by January 1st, subject to clause 11.07, where the employee fails to indicate his/her intention to take vacation leave, the Employer shall schedule such leave; and
- (e) upon request from an employee and with reasonable notice, the Employer shall, subject to work requirements, schedule vacation leave on shorter notice than that specified in clauses 11.06(a), (b), (c) and (d).

However, it is understood that vacation leave scheduled in accordance with clauses 11.06(a), (b), (c) and (d) has priority over vacation leave requested under clause 11.06(e).

11.07 Carry-Over Provisions

- (a) Upon request from the employee, carry-over of total accumulated vacation leave up to and including ten (10) days either because of an employee's personal circumstances or work requirements, will be approved.
- (b)
 - (i) An employee who has accumulated vacation leave is required to use, in addition to his/her annual vacation leave twenty (20) days of his/her accumulated vacation leave until all previously accumulated vacation leave is reduced to ten (10) days.
 - (ii) Carry-over of such vacation leave will be allowed under the following circumstances:
 - (A) an employee, subject to work requirements, was not permitted to take vacation leave,
 - and
 - (B) the total amount of leave is large and cannot be used within one (1) year.
- (c) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of ten (10) days may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on March 31st, of the previous vacation year.

Leave When Employment Terminates

11.08 When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days earned but unused vacation with pay to the employee's credit by the daily rate of pay (i.e. rate in effect at time of

termination) to which the employee is entitled by virtue of the certificate of appointment in effect at the time of the termination of employment.

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

Advance Payments

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

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

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

ARTICLE 12

SICK LEAVE WITH PAY

12.01 Credits

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

12.02 Granting of Sick Leave With Pay

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

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

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

12.03 Unless otherwise informed by the Employer a statement signed by the employee stating that because of illness or injury the employee was unable to perform his/her duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 12.02(a), if the period of leave requested does not exceed five (5) days, but no employee shall be granted more than ten (10) days of sick leave with pay in a fiscal year solely on the basis of statements signed by the employee.

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

12.05 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 12.02, sick leave with pay may, at the discretion of the Employer, be granted

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

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

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

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

ARTICLE 13
OTHER TYPES OF LEAVE WITH OR WITHOUT PAY

13.01

- (a) In respect of any request for leave under this Article, the employee may be required by the Employer to provide satisfactory validation of the circumstances necessitating such requests.
- (b) A statement, written on or accompanying the leave form, signed by the employee describing the reason for the leave shall normally satisfy the requirements of clause 13.01(a), and may be used by the Employer in considering such leave requests.

13.02 Bereavement Leave With Pay

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For the purpose of this clause, 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, grandparent, grandchild, father-in-law, mother-in-law, and 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, an employee shall be entitled to a bereavement period of five (5) consecutive calendar days which must include the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay 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 son-in-law, daughter-in-law, brother-in-law or sister-in-law.

- (c) If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 13.02(a) and 13.02(b), the employee shall be granted bereavement leave with pay and his or her paid 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 deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clauses 13.02(a) and 13.02(b).

13.03 Court Leave With Pay

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

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

or

- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;

or

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

13.04 Injury-on-Duty Leave With Pay

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

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

or

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

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

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13.05 Maternity Leave without Pay

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

- (b) Notwithstanding paragraph (a):
- (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
 - or
 - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,
- the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.
- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
 - (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
 - (e) 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 Article 12, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 12, Sick Leave With Pay, shall include medical disability related to pregnancy.
 - (f) 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 unless there is a valid reason why the notice cannot be given.

- (g) 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.

**

13.06 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - (ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer,
- and
- (iii) has signed an agreement with the Employer stating that:
 - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
 - (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service*

Superannuation Act, she will be indebted to the Employer for an amount determined as follows:

$$\frac{\text{(allowance received) X (remaining period to be worked following her return to work)}}{\text{[total period to be worked as specified in (B)]}}$$

however, an employee whose specified period of employment expired and who is rehired by the same department within a period of five days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and
 - (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.

- (d) At the employee's request, the payment referred to in subparagraph 13.06(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

13.07 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
- (i) fails to satisfy the eligibility requirement specified in subparagraph 13.06(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Longterm Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance pregnancy benefits,

and

 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 13.06(a), other than those specified in sections (A) and (B) of subparagraph 13.06(a)(iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause 13.06 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

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13.08 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.

- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b):
- (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
 - or
 - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,
- the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than fifty-two (52) weeks after the day on which the child comes into the employee's care.
- (d) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (e) The Employer may:
- (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.

- (f) Parental leave without pay taken by a couple employed in the Public Service shall not exceed a total of thirty-seven (37) weeks for both individuals combined. For the purpose of this paragraph, Public Service means any portion of the Public Service of Canada specified in Part I of Schedule I of the *Public Service Staff Relations Act*.
- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

**

13.09 Parental Allowance

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

and

 - (iii) has signed an agreement with the Employer stating that:
 - (A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - (B) Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 13.06(a)(iii)(B), if applicable;

- (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

$$\frac{\text{(allowance received) X (remaining period to be worked following his/her return to work)}}{\text{[total period to be worked as specified in (B)]}}$$

however, an employee whose specified period of employment expired and who is rehired by the same department within a period of five days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;

- (ii) for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance parental benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;
- (d) At the employee's request, the payment referred to in subparagraph 13.09(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.

- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

13.10 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 13.09(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance parental benefits,
 - and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 13.09(a), other than those specified in sections (A) and (B) of subparagraph 13.09(a)(iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause 13.09 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the *Employment Insurance Act*, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

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

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

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

13.12 Leave Without Pay for Family-Related Needs

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

- (a) subject to operational requirements as determined by the Employer, leave without pay for a period of up to three (3) months will be granted to an employee for family-related needs;
- (b) subject to operational requirements as determined by the Employer, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for family-related needs;

- (c) an employee is entitled to leave without pay for family-related needs only once under each of (a) and (b) of this clause during the employee's total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer;
- (d) leave without pay granted under (a) of this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved;
- (e) leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved.

13.13 Leave Without Pay for Relocation of Spouse

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

13.14 Leave With Pay for Family-Related Responsibilities

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- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), children (including children of legal or common-law spouse), parents (including stepparents or foster parents), or any relative residing in the employee's household or with whom the employee permanently resides.
- (b) Leave with pay shall be granted under the following circumstances:

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- (i) an employee requesting leave under this provision must make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude the employee's absence from work, and must notify his/her supervisor of the appointment as far in advance as possible.

However, when alternate arrangements are not possible an employee shall be granted, subject to urgent work requirements, up to one day of leave for an appointment to take a family member as defined in clause 13.14(a), for a medical or dental appointment when the family member is incapable of attending the appointment by himself/herself, or for appointments with appropriate authorities in schools or adoption agencies;

**

- (ii) leave with pay to provide for the immediate and temporary care of a sick family member and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;

**

- (iii) two (2) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;
- (iv) up to five (5) days' marriage leave for the purpose of getting married provided that the employee gives the Employer at least five (5) days' notice.

- (c) The total leave with pay which may be granted under sub-clause (b)(i), (ii) and (iii) shall not exceed five (5) days in a fiscal year.

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

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

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of an urgent or unforeseeable circumstance, such notice cannot be given;
- (b) leave granted under this clause shall be for a minimum period of six (6) weeks;

- (c) the total leave granted under this clause shall not exceed two (2) years during an employee's total period of employment in the Public Service;
- (d) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and from the calculation of "service" for the purposes of calculating vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

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13.16 Volunteer Leave

- (a) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, one (1) day of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign;
- (b) The leave will be scheduled at times convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.

13.17 Leave With or Without Pay for Other Reasons

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

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(b) Personal Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, one (1) day of leave with pay for reasons of a personal nature.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.

ARTICLE 14
SEVERANCE PAY

14.01 For the purpose of this Article, the terms:

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

14.02 Lay-Off

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

14.03 Resignation

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

14.04 Retirement

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

14.05 Death

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

14.06 Termination for Cause for Reasons of Incapacity

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

14.07 Continuous Employment

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

ARTICLE 15**STATEMENT OF DUTIES**

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

ARTICLE 16**SAFETY AND HEALTH**

16.01 The Employer shall make all reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Association and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury. The Association agrees to encourage its members to observe and promote all safety rules and to use all appropriate protective equipment and safeguards.

ARTICLE 17

TECHNOLOGICAL CHANGE

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

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

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

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

ARTICLE 18

SHIFT PREMIUM

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

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

ARTICLE 19
LOSS OF PERSONAL EFFECTS

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19.01 An employee who suffers loss of clothes or personal effects will be compensated in accordance with Order-in-Council PC-1991-8/1695.

19.02 Where an employee is assigned to duty aboard a ship and suffers loss of clothing or personal effects (those which can reasonably be expected to accompany the employee aboard the ship) because of a marine accident or disaster, the employee shall be reimbursed the value of those articles up to a maximum of three thousand dollars (\$3,000) based on replacement cost less the usual rate of depreciation.

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

ARTICLE 20
TOOLS

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

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

PART III - STAFF RELATIONS MATTERS

ARTICLE 21
ASSOCIATION REPRESENTATION

21.01 Access to Employer's Premises

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

21.02 Appointment of Stewards

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

21.03 Recognition of Association Representatives

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

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

21.04 Leave for Association Officers and/or Stewards

Subject to operational requirements:

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

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

21.05 Bulletin Boards

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

ARTICLE 22

ASSOCIATION SECURITY

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

22.02 The Association shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 22.01.

22.03 For the purpose of applying clause 22.01, deductions from pay for each employee in respect of each month will start with the first full calendar month of employment to the extent that earnings are available.

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

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

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

22.07 The amounts deducted in accordance with clause 22.01 shall be remitted by cheque to the person designated by the Association within fifteen (15) working days of the date on which the deduction is made. The cheque shall be made payable to the Association and shall be accompanied by particulars identifying each employee alphabetically and the deductions made on the employee's behalf.

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

ARTICLE 23

ILLEGAL STRIKES

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

ARTICLE 24
GRIEVANCE PROCEDURE

24.01 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council of the Public Service on items which may be included in a collective agreement and which the parties to this agreement have endorsed, the grievance procedure will be in accordance with Section 14 of the NJC By-Laws.

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

24.03 In this procedure:

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

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

- (a) where there is another administrative procedure provided by law to deal with the employee's specific complaint such procedure must be followed,

and
- (b) where the grievance relates to the interpretation or application of this collective agreement or an arbitral award the employee is not entitled to present the grievance unless the employee has the approval of and is represented by the Association.

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

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

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

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

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

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

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

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

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

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

or

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

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

24.14 The time limits stipulated in this procedure may be extended by mutual agreement of the parties involved in the grievance.

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

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

24.17

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

24.18 The Employer acknowledges the employee's right to representation by the Association in the presentation of his/her grievance at any level in the Grievance Procedure, including the complaint level referred to in clause 24.02.

ARTICLE 25**NOTICE TO AMEND OR RENEW THE COLLECTIVE AGREEMENT**

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

ARTICLE 26**JOINT CONSULTATION**

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

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

26.03 The following matters may be regarded as appropriate subjects for joint consultation:

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

ARTICLE 27
NATIONAL JOINT COUNCIL AGREEMENTS

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

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

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

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

ARTICLE 28
RECOGNITION

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28.01 The Employer recognizes the Federal Government Dockyard Chargehands Association as the exclusive bargaining agent for all Chargehands and Production Supervisors in the Ship Repair Occupational Group located on the east coast described in the certificate issued to the Association by the Public Service Staff Relations Board on the twentieth day of December, 1999.

PART IV - OTHER TERMS AND CONDITIONS

ARTICLE 29

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

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

29.02 Upon written request of an employee, the personnel file of that employee shall be made available once per year for the employee's examination in the presence of an authorized representative of the Employer.

PART V - PAY AND DURATION

ARTICLE 30**PAY**

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

30.02

- (a) The rates of pay set forth in Appendix "A" shall become effective on the date specified therein.
- (b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of the collective agreement, the following shall apply:
 - (i) "retroactive period", for the purpose of sub-clause 30.02(b)(ii) to (v), means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the collective agreement is signed or when an arbitral award is rendered therefore;
 - (ii) the revision in rates of pay shall apply to employees, former employees or in the case of death the estates of former employees, who were employees in the bargaining unit during the retroactive period;
 - (iii) rates of pay shall be paid in an amount equal to what would have been paid had the collective agreement been signed or an arbitral award rendered therefore on the effective date of the revision in rates of pay;
 - (iv) in order for former employees, or in the case of death for the former employees' representatives, to receive payment in accordance with sub-clause 30.02(b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment after which time any obligation upon the Employer to provide payment ceases;

- (v) no payment nor notification shall be made pursuant to sub-clause 30.02(b) for one dollar (\$1) or less.

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

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30.04 Acting Pay

When an employee is required by the Employer to perform substantially the duties of a higher classification level on an acting basis and performs those duties for at least one (1) working day, the employee shall be paid acting pay from the date on which the employee commenced to act for the period in which the employee acts as if the employee had been appointed to that higher classification level.

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

The provision of this clause shall not apply to an employee on "lay-off" as defined in clause 2.01.

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

30.07 Payments made as a result of clause 30.05 shall not change the holding rates of pay or the holding scale of rates to which an employee is entitled.

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

ARTICLE 31
AGREEMENT RE-OPENER

31.01 This Agreement may be amended by mutual consent.

ARTICLE 32
DURATION AND RENEWAL

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

**

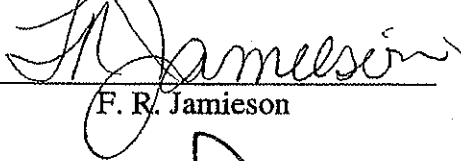
32.02 This Collective Agreement shall expire on March 31, 2003.

SIGNED AT HALIFAX, this 10th day of the month January 2002.

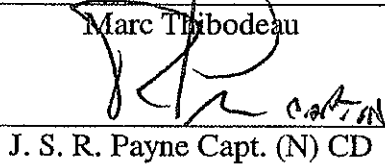
THE TREASURY BOARD
OF
CANADA

THE FEDERAL
GOVERNMENT DOCKYARD
CHARGEHANDS ASSOCIATION

Hélène Laurendeau


F. R. Jamieson

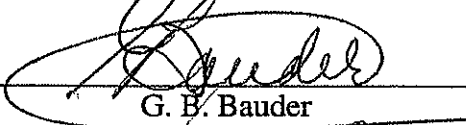
Marc Thibodeau

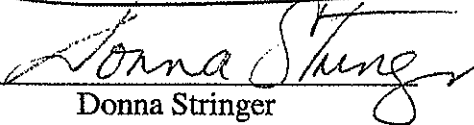

J. S. R. Payne Capt. (N) CD


Raymond Cormier


P. W. (Catsburg Cdr. CD, MSM)


Dave Conrod

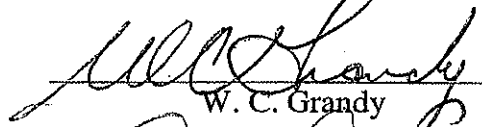

G. E. Bauder

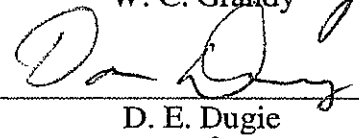

Donna Stringer

Don Craig


Darryl Roode


W. R. Courtney


W. C. Grandy


D. E. Dugie


T. G. Hatcher

****APPENDIX "A"**

**SHIP REPAIR EAST - CHARGEHANDS AND
PRODUCTION SUPERVISORS
ANNUAL RATES OF PAY**

(in dollars)

- A) Effective April 1, 2000 – Restructure
- B) Effective April 1, 2000
- C) Effective April 1, 2001 – Restructure
- D) Effective April 1, 2001
- E) Effective April 1, 2002

SR-CPS-1

From:	\$	44562	46343	48196	50125	52130
To:	A	44562	46343	48196	50125	52130
	B	45988	47826	49738	51729	53798
	C	45988	47826	49738	51729	53798
	D	47276	49165	51131	53177	55304
	E	48458	50394	52409	54506	56687

From:	\$	54214				
To:	A	54214	56383			
	B	55949	58187			
	C	55949	58187	60514		
	D	57516	59816	62208		
	E	58954	61311	63763		

**

PAY NOTES

- (1) The pay increment date for an employee appointed to a position in the bargaining unit on promotion, demotion or appointment from outside the Public Service, shall be the first Monday following the increment period listed below as calculated from the date of the promotion, demotion or appointment from outside the Public Service.
- (2) The pay increment period for an employee is twelve (12) months.

**

Restructuring

- (3) All employees who have been at the maximum of their level for at least twelve (12) months on April 1, 2000, will move to the new maximum on April 1, 2000.
- (4) All employees who have been at the maximum of their level for at least twelve (12) months on April 1, 2001, will move to the new maximum on April 1, 2001.

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

With reference to Article 27 of the Collective Agreement, the following directives, policies or regulations form part of this Collective Agreement:

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

Health/Safety Standards (15 to 30)

- (15) Boilers and Pressure Vessels;
- (16) Dangerous Substances;
- (17) Electrical;

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

****LETTER OF UNDERSTANDING (2002-1)**

January 10, 2002

Mr. Darryl Roode
President
Federal Government Dockyard
Chargehands Association
Fleet Maintenance Facility Cape Scott
P.O. Box 99000 Stn Forces
Halifax, NS
B3K 5X5

Dear Mr. Roode:

SUBJECT: Vehicle/Liability

This will confirm that the Employer will, subject to this letter, waive its claim against any employee in the bargaining unit for reimbursement of damages paid by it to a third party for bodily injury, death or property damage caused by an accident involving a motor vehicle owned or rented by the Employer and driven by the employee in the normal course of performing his/her duties.

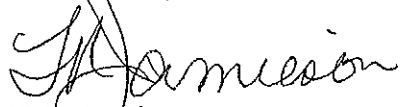
The Employer agrees to indemnify an employee in the bargaining unit against any liability imposed upon him/her by a court of competent jurisdiction to pay any damages arising from bodily injury, death or property damage suffered by a third party and caused by an accident which occurs while the employee is driving a motor vehicle owned or rented by the Employer while in the normal course of performing his/her duties. No employee in the bargaining unit will be eligible for such indemnification unless he/she has, prior to the occurrence of such an accident, executed and delivered to the Employer an instrument in writing in a form acceptable to the Employer having the following effect:

1. constituting and appointing the Employer as irrevocable attorney to appear and defend in any court of competent jurisdiction in which an action is brought against him/her claiming damages allegedly arising out of such an accident, and
2. authorizing the Employer to conduct all negotiations in respect of such damages and to effect any settlement relating to the payment thereof.

None of the undertakings described in this letter will apply where the accident occurred while the employee was driving a vehicle owned or rented by the Employer outside the scope of his/her employment.

This Letter of Understanding will expire on March 31, 2003.

Yours sincerely,



F. R. Jamieson,
Negotiator,
Labour Relations Division

Receive and Accepted by:



Darryl Roode,
President
Federal Government Dockyard
Chargehands Association

PUBLIC SERVICE STAFF RELATIONS ACT

BEFORE THE PUBLIC SERVICE STAFF RELATIONS BOARD

Between

Federal Government Dockyard
Chargehands Association

Applicant

and

Treasury Board

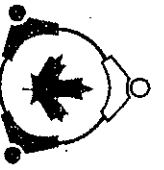
Employer

CERTIFICATE

Upon the application of the Applicant and in accordance with the provisions of the Public Service Staff Relations Act, THIS BOARD CERTIFIES the Federal Government Dockyard Chargehands Association, as bargaining agent for all the employees of the employer in the Ship Repair Chargehands and Production Supervisors Group as defined in Part I of the Canada Gazette of March 27, 1999.

This certificate is to be read subject to the Board's decision in this case dated May 20, 1999 (142-2-332).

Dated at Ottawa this 20th day of May 1999.



LOI SUR LES RELATIONS DE TRAVAIL DANS LA
FONCTION PUBLIQUE
DEVANT LA COMMISSION DES RELATIONS DE
TRAVAIL DANS LA FONCTION PUBLIQUE

Entre

l'Association des chefs d'équipe des chantiers
maritimes du gouvernement fédéral

requérante

et

le Conseil du Trésor

employeur


CERTIFICAT

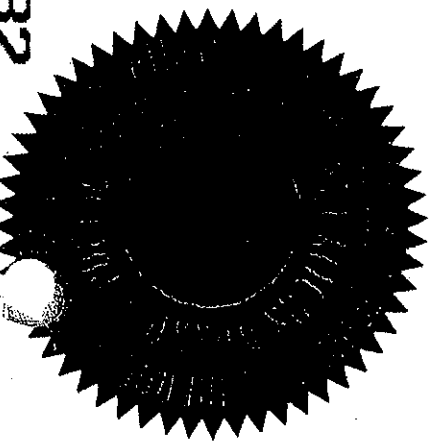
Selon la demande de la requérante et en conformité des dispositions de la Loi sur les relations de travail dans la fonction publique, LA COMMISSION ACCRÉDITE l'Association des chefs d'équipe des chantiers maritimes du gouvernement fédéral, comme agent négociateur pour tous les fonctionnaires de l'employeur compris dans le groupe Chefs d'équipe et superviseurs et superviseurs de la production de la réparation des navires (Est), tel que défini dans la Partie I de la Gazette du Canada du 27 mars 1999.

Le présent certificat doit être interprété sous réserve de la décision que la Commission a rendue dans cette affaire le 20 mai 1999 (142-2-332).

Fait à Ottawa le 20^e jour de mai 1999.

Public Service Staff Relations Board
Commission des relations de travail dans la fonction publique


Chairperson/President



SCHEDULE II



Treasury Board of Canada
Secrétariat

Secrétariat du Conseil du Trésor
du Canada

Ottawa, Canada
K1A 0R5

FILE No.	185-2-395
No. de DOSSIER	
REFERRED TO	AB
REMIS À	
ID. No.	
No. D'ID.	27633

OUR FILE: 8943-026-008
YOUR FILE: 185-2-395

August 8, 2003

BY FAX and BY MAIL

Mrs. Aurore Brunet
Registry Officer
Public Service Staff Relations Board
6th floor, West Tower
C.D. Howe Building
240 Sparks Street
Ottawa, Ontario
K1P 5V2

2003 AUG - 8 A 10: 33
 P.S.S.R./C.R.T.F.P.
 RECEIVED/RECUE

Dear Mrs. Brunet:

**SUBJECT: Request for Arbitration -
Request for the Establishment of an Arbitration Board
Ship Repair Chargehands and Production Supervisors
- East Group**

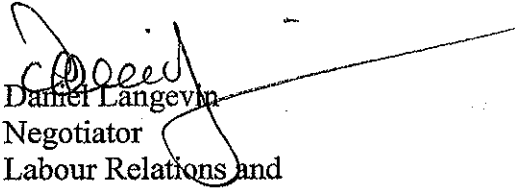
This is in response to the your letter of July 31, 2003, in which you provide notice that the Federal Government Dockyard Chargehands Association (FGDCA) has filed a request for the establishment of an Arbitration Board under Section 64(6) of the *Public Service Staff Relations Act* in reference to the Ship Repair Chargehands and Production Supervisors - East Group bargaining unit.

The Employer does not submit additional issues. The Employer's responses concerning the award to be made by an arbitration board with respect to all outstanding issues are provided in Form 12 attached.

Notwithstanding the above, the Employer respectfully suggests that before the appointment of an arbitration board, the parties might benefit from the help of conciliation officer. The Employer is of this view since the negotiations were essentially terminated after the Employer tabled its initial position with respect to pay in response to the bargaining agent's original demand and no pay counter-proposal was put forward as a response. Consequently, should the Chairperson of the Board determine that the appointment of a conciliation officer would be of assistance to the parties in this matter, the Employer is prepared to cooperate fully.

For your information and future reference, please note that you can contact me by phone at (613) 952-2968, by fax at (613) 952-6574 or by e-mail at Langevin.Daniel@tbs-sct.gc.ca.

Yours sincerely,


Daniel Langevin
Negotiator
Labour Relations and
Compensation Operations
Human Resources Management Office

c.c.: Guy Baron

FORM 12

(Section 50)
Public Staff Relations Act

**NOTICE OF REQUEST FOR THE ARBITRATION
OF ADDITIONAL MATTERS
UNDER SUBSECTION 64(6) OF THE ACT**

P.S.S.R.B. FILE

(IF NECESSARY, ATTACH ADDITIONAL PAGES OF SAME-SIZED PAPER.)

1. Name of the party requesting arbitration: Federal Government Dockyard Chargehands Association	2. Name of the other party to the dispute: Treasury Board of Canada
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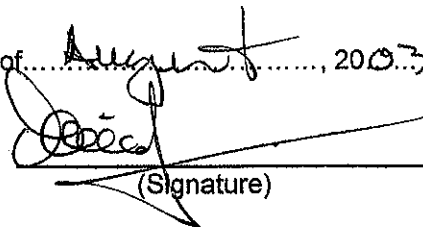
3. State the bargaining unit in respect of which the request is made:
Ship Repair Chargehands and Production Supervisors - East Group

4. Specify the terms and conditions of employment additional to those specified in Form 11 in respect of which arbitration is requested:
N/A

5. State your proposals concerning the award to be made by the arbitration board with respect to the additional terms and conditions of employment specified in section 4:
N/A

6. State your proposals concerning the award to be made by the arbitration board with respect to the terms and conditions of employment specified in section 6 of Form 11:
Attached as **Appendix A.**

Dated at Edmonton this 9th day of August, 2003


(Signature)

APPENDIX A

a) Bereavement Leave With Pay (13.02)

Renew paragraph 13.02(a)

Modify paragraph 13.02 (c) to read: " It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater, or a manner other, than that provided in clauses 13.02(a) and 13.02 (b).

b) Duration and Renewal:

The Employer proposes that the arbitration award expire on March 31, 2004.

c) Pay

Rates of Pay - Increase in the following manner:
2.0% effective 1 April 2003

d) New Article - Allowance

The Employer is of the view that this should not be included in the arbitral award.

SCHEDULE III

BY FAX

AUG 14 2003

Federal Government Dockyard
Charge hands Association

Fleet Maintenance Facility Cape Scott
P.O. Box 99000 Stn Forces, Halifax, NS, B3K 5X5
Phone: (902) 429-9426 Fax: (902) 421-1095
Internet: fgdca@ns.sympatico.ca

To: Aurore Brunet:
Registry Officer

In respect to your letter dated Aug 08 03 the FGDCA submit this response as requested.

1) With regard to the Employer's Form 12 Submissions: Our Association has reviewed these submissions attached as Appendix A. Our position on these issues remains as submitted previously (Our Section 49 Form 11 para.7).

2) With regard to the conciliation option, we are of the opinion that there would be no value in pursuing this as it would only serve to delay the arbitration process.

We respectfully submit.



W.R. Courtney 1st V.P. FGDCA