

**Group: Ship Repair
(Chargehand) (East Coast)
Expiry Date: March 31, 2014**



Treasury Board of Canada Secrétariat du Conseil du Trésor
Secretariat 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)

**Groupe : Réparation des navires
(Chefs d'équipe) (Côte Est)
Date d'expiration : le 31 mars 2014**

CODE: 663
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Canada

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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 (« 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 Labour Relations Board on May 20th, 1999 (« unité de négociation »);
 - (c) **“common-law partner”** in relation to an individual, means a person who is cohabiting with the individual in a conjugal relationship, having so cohabited for a period of at least one year (« conjoint de fait »);
- **
- (d) **“continuous employment”** has the same meaning as specified in the Directive on Terms and Conditions of Employment (« emploi continu »);
 - (e) **“daily rate of pay”** means an employee’s weekly rate of pay divided by five (5) (« taux de rémunération journalier »);
 - (f) **“day”** (« journée ») 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 (« tarif double »);
- (h) **“employee”** means an employee as defined in *the Public Service Labour Relations Act* and who is a member of the Ship Repair Chargehands bargaining unit (« employé »);
- (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 (« Employeur »);
- (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 (« limites du port »);
- (k) **“holiday pay”** means eight (8) hours’ pay (« rémunération de jour férié »);
- (l) **“hourly rate of pay”** means the employee’s weekly rate of pay divided by forty (40) (« taux de rémunération horaire »);
- (m) **“lay-off”** means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function (« personne licenciée »);
- (n) **“leave”** means authorized absence from duty by an employee during the employee’s regular or normal hours of work (« congé »);
- (o) **“overtime”** means time worked by an employee outside of the employee’s regularly scheduled hours (« travail supplémentaire »);
- (p) **“pay”** means basic rates of pay as specified in Appendix “A”, and does not include shift premium (« rémunération »);
- (q) **“sea trials”** means trials conducted outside the harbour limits (« essais en mer »);

- (r) **“straight-time rate”** means the hourly rate of pay (« taux des heures normales »);
- (s) **“triple time”** means three (3) times the straight-time rate (« tarif triple »);
- (t) **“weekly rate of pay”** means an employee’s annual rate of pay divided by 52.176 (« taux de rémunération hebdomadaire »).

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

- (a) if defined in the *Public Service Labour 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 Labour 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 113 of the *Public Service Labour 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 Labour 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),
 - (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),
 - (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 6.10.

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 When a Monday or Tuesday shift is scheduled, employees will be notified by the end of their shift on the preceding Friday. When a Wednesday shift is scheduled, employees will be notified by the end of their shift on the preceding Monday. When a Thursday shift is scheduled, employees will be notified by the end of their shift on the preceding Tuesday. When a Friday shift is scheduled, employees will be notified by the end of their shift on the preceding Wednesday.

6.09 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.

6.10 Overtime Compensation

Subject to clause 6.14, 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 6.11.

6.11 Subject to clause 6.12, 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 or her next regular scheduled shift until nine (9) hours has elapsed from the end of the previous working period unless otherwise informed by his or her supervisor. If, in the application of this clause, an employee works less than his or her next full shift, the employee shall, nevertheless, receive eight (8) hours' regular pay.

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

6.13 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.

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

6.15 When management requires an employee to work through his or 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.

6.16

**

- (a) Notwithstanding the provisions of clauses 6.10 and 9.03, an employee may request, in lieu of overtime payment, compensatory leave with pay for a maximum credit equivalent to eighty (80) hours straight-time pay in a fiscal year. 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.

6.17 Rest Periods

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

6.18 Overtime Meal Allowance

- (a) A meal allowance of ten dollars (\$10.00) 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.

- (b) Except as provided in clause 6.18(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 ten dollars (\$10.00) will be paid for each subsequent four (4)-hour period of overtime worked.
- (c) The provisions of clauses 6.18(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 6.18(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 or 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 or 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).

**

The compensation that the employee would have been granted as holiday pay had the employee not worked on a designated paid holiday is eight (8) hours remunerated at straight-time.

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 or 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 twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (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 6.16.

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 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.

10.03 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.

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

10.05 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.

**

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 eighty (80) hours 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 service occurs,

or
- (b) ten (10) hours per month commencing with the month in which the employee’s first (1st) anniversary of service 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 service occurs,

or

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

or

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

or

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

or

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

- (i) For the purpose of this clause only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one (1) year following the date of lay-off. For greater certainty, severance payments taken under Article 14.09 - 14.12, or similar provisions in other collective agreements, do not reduce the calculation of service for persons who have not yet left the public service.

**

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 current 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, approve vacation leave earned in the current or prior year(s) at a time convenient to the employee.

**

11.06 In order to ensure that vacation leave is used in accordance with articles 11.03 and 11.04, any employee with more than one hundred sixty (160) hours remaining on December 1st of that vacation year shall meet and discuss with his or her supervisor when they are going to use that portion of their leave in excess of one hundred sixty (160) hours by March 31st of the same vacation year. If they cannot reach an agreement the Employer will schedule such leave subject to clause 11.07.

11.07 Carry-Over Provisions

**

(a) Carry-over of total accumulated vacation leave up to and including one hundred sixty (160) hours 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 or her annual vacation leave one hundred sixty (160) hours of his or her accumulated vacation leave until all previously accumulated vacation leave is reduced to one hundred sixty (160) hours.

(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 one hundred sixty (160) hours may be paid in cash at the employee's hourly 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

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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 hours earned but unused vacation with pay to the employee's credit by the hourly 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 hourly 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.

**

11.10 Where, in respect of any period of vacation leave, an employee is granted sick leave with pay on production of a medical certificate which includes the name, address and phone number of the attending physician, and provided that the employee satisfies the Employer of this condition if deemed necessary by the Employer, the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer, or reinstated for use at a later date. Employees are to advise the Employer as soon as possible of the illness.

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 or 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 or 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.

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

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 partner), child (including child of common-law partner), 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. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death. 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 or her own behalf or, when operational requirements permit, as a witness, before an adjudicator appointed by the Public Service Labour 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.

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 eighteen (18) 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 eighteen (18) 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 eighteen (18) 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. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 12 Sick Leave, 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 paragraphs (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 maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan 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 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:

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

however, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the *Public Service Labour Relations Act* within a period of ninety (90) 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 maternity benefits, ninety-three per cent (93%) of her weekly rate of pay and the recruitment and retention “terminable allowance” 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 maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate of pay and the recruitment and retention “terminable allowance” and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit 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 or Québec Parental Insurance Plan maternity 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* or the *Parental Insurance Act* in Québec.
- (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 and the recruitment and retention "terminable allowance" 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 and the recruitment and retention "terminable allowance" she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision that would increase 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 Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance or Québec Parental Insurance Plan maternity benefits;

and
 - (ii) has satisfied all of the other eligibility criteria specified in subparagraph 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 13.07(a)(i), the difference between ninety-three per cent (93%) of her weekly rate of pay and recruitment and retention "terminable allowance", 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 maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance Plan maternity benefits for the reasons described in subparagraph 13.07(a)(i).

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 partner), 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 (52) week period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two periods.
- (d) 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 one hundred and four (104) weeks after the day on which the child comes into the employee's care.
- (e) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the commencement date of such leave.

- (f) 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.
- (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, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan 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:

$$\begin{array}{r}
 \text{(allowance received)} \quad \times \quad \text{(remaining period to be worked} \\
 \text{following his/her return to work)} \\
 \hline
 \text{[total period to be worked} \\
 \text{as specified in (B)]}
 \end{array}$$

however, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the *Public Service Labour Relations Act* within a period of ninety (90) 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 and the recruitment and retention “terminable allowance”, for each week of the waiting period, less any other monies earned during this period;

- (ii) for each week the employee receives parental, adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate of pay and the recruitment and retention “terminable allowance” and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
 - (iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay and the recruitment and retention “terminable allowance” for each week, less any other monies 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 Employment Insurance or Québec Parental Insurance Plan 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* or the *Parental Insurance Act* in Québec.
- (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 and the recruitment and retention "terminable allowance" 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 and the recruitment and retention "terminable allowance", the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision that would increase the 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.
- (k) The maximum combined shared maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without 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 or Québec Parental Insurance Plan benefits;

and

- (ii) has satisfied all of the other eligibility criteria specified in subparagraph 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 13.10(a)(i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the recruitment and retention "terminable allowance", 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, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph 13.10(a)(i).

13.11 Leave Without Pay for the Care of Immediate Family

- (a) Both parties recognize the importance of access to leave for the purpose of care for the immediate family.
- (b) For the purpose of this article, family is defined as spouse (or common-law partner), children (including foster children or children of legal or common-law partner), parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) Subject to clause 13.11(b), an employee shall be granted leave without pay for the Care of Immediate Family in accordance with the following conditions:
 - (i) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;

- (ii) leave granted under this clause shall be for a minimum period of three (3) weeks;
 - (iii) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the Public Service;
 - (iv) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery;
 - (v) notwithstanding clause 13.11(b) and paragraph 13.11(c)(ii) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits;
 - (vi) leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.
- (d) An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.
 - (e) All leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children will not count towards the calculation of the maximum amount of time allowed for Care of Immediate Family during an employee's total period of employment in the Public Service.

13.12 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.

13.13 Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (or common-law partner), children (including children of legal or common-law partner), parents (including stepparents or foster parents), or any relative residing in the employee's household or with whom the employee permanently resides.
- (b) Leave with pay shall be granted under the following circumstances:
 - (i) an employee requesting leave under this provision must make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude the employee's absence from work, and must notify his or 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 13.13(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.

13.14 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.

13.15 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.
- (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**

**

Effective October 15, 2012, clauses 14.03 and 14.04 are deleted from the collective agreement.

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 fifty-two decimal one seven six (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 or three (3) weeks’ pay for employees with ten (10) or more and less than twenty (20) years continuous employment, or four (4) weeks’ pay for employees with twenty (20) or more years of continuous employment, plus 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. In the case of a partial year of continuous employment, one (1) week’s pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

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 12(1)(e) 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.

**

For greater certainty, payments made pursuant to 14.09 – 14.12 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this article.

**

14.08 Appointment to a Separate Agency

An employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* shall be paid all severance payments resulting from the application of 14.03 (prior to date of signing) or 14.09 – 14.12 (commencing date of signing).

**

14.09 Severance Termination

- (a) Subject to 14.07 above, indeterminate employees on October 15, 2012 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial

year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.

- (b) Subject to 14.07 above, term employees on October 15, 2012 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

**

Terms of Payment

**

14.10 Options

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- (a) as a single payment at the rate of pay of the employee's substantive position as of October 15, 2012,
or
- (b) as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration,
or
- (c) as a combination of (a) and (b), pursuant to 14.11(c).

**

14.11 Selection of Option

- (a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following date of signing of the collective agreement.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.

- (c) The employee who opts for the option described in 14.10(c) must specify the number of complete weeks to be paid out pursuant to 14.10(a) and the remainder to be paid out pursuant to 14.10(b).
- (d) An employee who does not make a selection under 14.11(b) will be deemed to have chosen option 14.10(b).

**

14.12 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the SR-C bargaining unit from a position outside the SR-C bargaining unit where, at the date of appointment, provisions similar to those in 14.03 and 14.04 are still in force, unless the appointment is only on an acting basis.

- (a) Subject to 14.07 above, on the date an indeterminate employee becomes subject to this Agreement after October 15, 2012, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (b) Subject to 14.07 above, on the date a term employee becomes subject to this Agreement after October 15, 2012, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (c) An employee entitled to a severance termination benefits under subparagraph (a) or (b) shall have the same choice of options outlined in 14.10; however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.
- (d) An employee who does not make a selection under 14.12(c) will be deemed to have chosen option 14.10(b)

ARTICLE 15
STATEMENT OF DUTIES

15.01 Upon written request, an employee shall be given a copy of his or 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

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 Association 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. The Association will inform the Employer accordingly.

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 Labour 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 Labour 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 (NJC) 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 15.0 of the NJC By-Laws.

24.02 The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When the parties agree in writing to avail themselves of an informal conflict management system established pursuant to section 207 of the *PSLRA*, the time limits prescribed in this Grievance Procedure are suspended until either party gives the other notice in writing to the contrary.

24.03 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated holidays shall be excluded.

24.04 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Association Representative.

24.05 Where the provisions of clauses 24.07, 24.24 or 24.38 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency concerned. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

24.06 A grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.

Individual Grievances

24.07 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the employee's immediate supervisor or local officer-in-charge who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,

and
- (b) provide the employee with a receipt stating the date on which the grievance was received by the Employer.

24.08 Presentation of grievance

- (1) Subject to subsections (2) to (7), an employee is entitled to present an individual grievance if he or she feels aggrieved
 - (a) by the interpretation or application, in respect of the employee, of
 - (i) a provision of a statute or regulation, or of a direction or other instrument made or issued by the Employer, that deals with terms and conditions of employment,

or
 - (ii) a provision of a collective agreement or an arbitral award;
 - or
 - (b) as a result of any occurrence or matter affecting his or her terms and conditions of employment.
- (2) An employee may not present an individual grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the *Canadian Human Rights Act*.
- (3) Despite subsection (2), an employee may not present an individual grievance in respect of the right to equal pay for work of equal value.

- (4) An employee may not present an individual grievance relating to the interpretation or application, in respect of the employee, of a provision of a collective agreement or an arbitral award unless the employee has the approval of and is represented by the bargaining agent for the bargaining unit to which the collective agreement or arbitral award applies.
- (5) An employee who, in respect of any matter, avails himself or herself of a complaint procedure established by a policy of the Employer may not present an individual grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from presenting an individual grievance under this Article.
- (6) An employee may not present an individual grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.
- (7) For the purposes of subsection (6), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

24.09 There shall be no more than a maximum of four (4) levels in the grievance procedure. These levels shall be as follows:

- (a) Level 1 - first (1st) level of management;
- (b) Levels 2 and 3 where such level or levels are established in Departments or Agencies - intermediate level(s);
- (c) Final level: the Deputy Minister (or his equivalent) or his delegated representative.

Whenever there are four (4) levels in the grievance procedure, the grievor may elect to waive either Level 2 or 3.

24.10 Representatives

- (a) The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the title of the person so designated together with the title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.
- (b) This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Association.

24.11 An employee may be assisted and/or represented by the Association when presenting a grievance at any level. The Association shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

24.12 An employee may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 24.07, not later than the twenty-fifth (25th) day after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to grievance.

24.13 An employee may present a grievance at each succeeding level in the grievance procedure beyond the first (1st) level either:

- (a) where the decision is not satisfactory to the employee, within ten (10) days after that decision has been conveyed in writing to the employee by the Employer,

or
- (b) where the Employer has not conveyed a decision to the employee within the time prescribed in clause 24.14, within twenty-five (25) days after he presented the grievance at the previous level.

24.14 The Employer shall normally reply to an employee's grievance at any level of the grievance procedure, except the final level, within twenty (20) days after the grievance is presented, and within thirty (30) days when the grievance is presented at the final level.

- 24.15** Where an employee has been represented by the Association in the presentation of his grievance, the Employer will provide the Association with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 24.16** Where a grievance has been presented up to and including the final level in the grievance process, and the grievance is not one that may be referred to adjudication, the decision on the grievance taken at the final level in the grievance process is final and binding and no further action may be taken under the *Public Service Labour Relations Act*.
- 24.17** Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels except the final level may be eliminated by agreement of the Employer and the employee, and, where applicable, the Association.
- 24.18** Where the Employer demotes or terminates an employee for cause pursuant to paragraph 12(1)(c), (d) or (e) of the *Financial Administration Act*, the grievance procedure set forth in this Agreement shall apply, except that the grievance may be presented at the final level only,
- 24.19** An employee may by written notice to his immediate supervisor or officer-in-charge withdraw a grievance.
- 24.20** Any employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond his control, he was unable to comply with the prescribed time limits.
- 24.21** No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his grievance or refrain from exercising his right to present a grievance, as provided in this Collective Agreement.

24.22 Reference to Adjudication

- (1) An employee may refer to adjudication an individual grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to the employee's satisfaction if the grievance is related to:
 - (a) the interpretation or application in respect of the employee of a provision of a collective agreement or an arbitral award;
 - (b) a disciplinary action resulting in termination, demotion, suspension or financial penalty;
 - (c) demotion or termination under paragraph 12(1)(d) of the *Financial Administration Act* for unsatisfactory performance or under paragraph 12(1)(e) of that Act for any other reason that does not relate to a breach of discipline or misconduct,
- (2) When an individual grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.
- (3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).
- (4) Nothing in subsection (1) above is to be construed or applied as permitting the referral to adjudication of an individual grievance with respect to
 - (a) any termination of employment under the *Public Service Employment Act*;
 - or
 - (b) any deployment under the *Public Service Employment Act*, other than the deployment of the employee who presented the grievance.

24.23 Before referring an individual grievance related to matters referred to in paragraph 24.22(1)(a), the employee must obtain the approval of his or her bargaining agent to represent him or her in the adjudication proceedings.

Group Grievances

24.24 The Association may present a grievance at any prescribed level in the grievance procedure, and shall transmit this grievance to the officer-in-charge who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,

and
- (b) provide the Association with a receipt stating the date on which the grievance was received by the Employer.

24.25 Presentation of Group Grievance

- (1) The bargaining agent for a bargaining unit may present to the Employer a group grievance on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of a collective agreement or an arbitral award.
- (2) In order to present the grievance, the Association must first obtain the consent of each of the employees concerned in the form provided for by the regulations. The consent of an employee is valid only in respect of the particular group grievance for which it is obtained.
- (3) The group grievance must relate to employees in a single portion of the federal public administration.
- (4) The Association may not present a group grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the *Canadian Human Rights Act*.
- (5) Despite subsection (4), the Association may not present a group grievance in respect of the right to equal pay for work of equal value.
- (6) If an employee has, in respect of any matter, availed himself or herself of a complaint procedure established by a policy of the Employer, the Association may not include that employee as one on whose behalf it

presents a group grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from participating in a group grievance under this Article.

- (7) The Association may not present a group grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.
- (8) For the purposes of subsection (7), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

24.26 There shall be no more than a maximum of four (4) levels in the grievance procedure. These levels shall be as follows:

- (a) Level 1 - first (1st) level of management;
- (b) Levels 2 and 3 where such level or levels are established in Departments or Agencies - intermediate level(s);
- (c) Final level: the Deputy Minister (or his equivalent) or his delegated representative.

Whenever there are four (4) levels in the grievance procedure, the Association may elect to waive either Level 2 or 3.

24.27 The Employer shall designate a representative at each level in the grievance procedure and shall inform the Association of the title of the person so designated together with the title and address of the officer-in charge to whom a grievance is to be presented.

24.28 The Association shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

24.29 The Association may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 24.24, no later than the twenty-fifth (25th) day after the earlier of the day on which the aggrieved employees received notification and the day on which they had knowledge of any act, omission or other matter giving rise to the group grievance.

24.30 The Association may present a grievance at each succeeding level in the grievance procedure beyond the first (1st) level either:

- (a) where the decision or offer for settlement is not satisfactory to the Association, within ten (10) days after that decision or offer for settlement has been conveyed in writing to the Association by the Employer,

or

- (b) where the Employer has not conveyed a decision to the Association within the time prescribed in clause 24.31, within twenty-five (25) days after the Association presented the grievance at the previous level.

24.31 The Employer shall normally reply to the Association's grievance at any level of the grievance procedure, except the final level, within twenty (20) days after the grievance is presented, and within thirty (30) days when the grievance is presented at the final level.

24.32 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels except the final level may be eliminated by agreement of the Employer and the Association.

24.33 The Association may by written notice to the officer-in-charge withdraw a grievance.

24.34 Opting out of a group Grievance

- (1) An employee in respect of whom a group grievance has been presented may, at any time before a final decision is made in respect of the grievance, notify the Association that the employee no longer wishes to be involved in the group grievance.
- (2) The Association shall provide to the representatives of the Employer authorized to deal with the grievance, a copy of the notice received pursuant to paragraph (1) above.
- (3) After receiving the notice, the Association may not pursue the grievance in respect of the employee.

24.35 The Association failing to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond its control, it was unable to comply with the prescribed time limits.

24.36 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause the Association to abandon the grievance or refrain from exercising the right to present a grievance, as provided in this Collective Agreement.

24.37 Reference to Adjudication

- (1) The Association may refer to adjudication any group grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to its satisfaction.
- (2) When a group grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.
- (3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).

Policy Grievances

24.38 The Employer and the Association may present a grievance at the prescribed level in the grievance procedure, and forward the grievance to the representative of the Association or the Employer, as the case may be, authorized to deal with the grievance. The party who receives the grievance shall provide the other party with a receipt stating the date on which the grievance was received by him.

24.39 Presentation of Policy Grievance

- (1) The Employer and the Association may present a policy grievance to the other in respect of the interpretation or application of the collective agreement or arbitral award as it relates to either of them or to the bargaining unit generally.

- (2) Neither the Employer nor the Association may present a policy grievance in respect of which an administrative procedure for redress is provided under any other Act of Parliament, other than the *Canadian Human Rights Act*.
- (3) Despite subsection (2), neither the Employer nor the Association may present a policy grievance in respect of the right to equal pay for work of equal value.
- (4) The Association may not present a policy grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.
- (5) For the purposes of subsection (4), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

24.40 There shall be no more than one (1) level in the grievance procedure.

24.41 The Employer and the Association shall designate a representative and shall notify each other of the title of the person so designated together with the title and address of the officer-in charge to whom a grievance is to be presented.

24.42 The Employer and the Association may present a grievance in the manner prescribed in clause 24.38, no later than the twenty-fifth (25th) day after the earlier of the day on which it received notification and the day on which it had knowledge of any act, omission or other matter giving rise to the policy grievance.

24.43 The Employer and the Association shall normally reply to the grievance within sixty (60) days when the grievance is presented.

24.44 The Employer or the Association, as the case may be, may by written notice to the officer-in-charge withdraw a grievance.

24.45 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause the Employer or the Association to abandon the grievance or refrain from exercising the right to present a grievance, as provided in this Collective Agreement.

24.46 Reference to Adjudication

- (1) A party that presents a policy grievance may refer it to adjudication.
- (2) When a policy grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.
- (3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).

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 Labour 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 Labour Relations Act (PSLRA)* and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in Section 113(b) of the *PSLRA*.

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

ARTICLE 28
RECOGNITION

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 Labour Relations Board on the twentieth day of May, 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 from the revision up to and including the day before the day the collective agreement is signed or when an arbitral award is rendered therefore;
 - (ii) a retroactive upward 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 group during the retroactive period;
 - (iii) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is immediately below the rate of pay being received prior to the revision;
 - (iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the Public Service Terms and Conditions of Employment Regulations, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay immediately below the rate of pay being received prior to the revision;

- (v) no payment or no notification shall be made pursuant to paragraph 30.02(b) for one dollar (\$1.00) 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.

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, 2014.

SIGNED AT OTTAWA, this 3rd day of the month of April 2013.

THE TREASURY BOARD
OF
CANADA

THE FEDERAL
GOVERNMENT DOCKYARD
CHARGEHANDS ASSOCIATION

ORIGINAL SIGNED BY

Marc-Arthur Hyppolite

ORIGINAL SIGNED BY

Thomas Denault

ORIGINAL SIGNED BY

John Park

ORIGINAL SIGNED BY

Richard Cashin

ORIGINAL SIGNED BY

Maryse Bernier

ORIGINAL SIGNED BY

Jacques Sauvé

ORIGINAL SIGNED BY

Monique Baronette

ORIGINAL SIGNED BY

G. Wayne Park

ORIGINAL SIGNED BY

Capt. (N) Richard Gravel

ORIGINAL SIGNED BY

Jamal Campbell

ORIGINAL SIGNED BY

Roger Barakett

ORIGINAL SIGNED BY

Norm Chouinard

ORIGINAL SIGNED BY

Mélanie Sicotte

ORIGINAL SIGNED BY

Lindsay Gallivan

****APPENDIX "A"**

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

(in dollars)

- A) Effective April 1, 2011**
- B) Effective April 1, 2012**
- C) Effective April 1, 2013**

***SR-CPS-1**

From:	\$	76716	79785	83774	87963
To:	A	78059	81181	85240	89502
	B	79230	82399	86519	90845
	C	80815	84047	88249	92662

*** For clarification purposes SR-MGT-01 employees are paid in the SR-CPS-01 rates of pay.**

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 is twelve (12) months.

**

Self-Directed Team Premium

- (3) Effective April 1, 2011 all members of the Association shall be paid a Self-Directed Premium of 1.75% on their Annual Rates, so long as the Self-Directed Team model is in use.