

**Group: Radio Operations**  
**Expiry Date: April 30, 2011**



Treasury Board of Canada  
Secretariat

Secrétariat du Conseil du Trésor  
du Canada

# **Agreement between the Treasury Board and The CAW Local 2182**

**Group: Radio Operations  
(All Employees)**

**CODE: 409**

**Expiry Date: April 30, 2011**

**Groupe : Radiotélégraphie**  
**Date d'expiration : 30 avril 2011**

**Canada**



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Treasury Board of Canada Secretariat  
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## TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1	PURPOSE OF AGREEMENT .....	1
**2	INTERPRETATION AND DEFINITIONS.....	1
3	APPLICATION .....	4
4	OFFICIAL TEXTS .....	4
5	STATE SECURITY .....	4
6	FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT .....	4
7	MANAGERIAL RESPONSIBILITIES.....	4
8	RECOGNITION.....	5
9	REPRESENTATIVES .....	5
10	TECHNOLOGICAL CHANGE .....	6
**11	CHECK-OFF .....	7
12	INFORMATION.....	9
13	INFORMATION FOR OFFICERS .....	9
14	USE OF EMPLOYER FACILITIES.....	9
15	LEAVE - GENERAL .....	10
**16	VACATION LEAVE WITH PAY .....	11
17	SICK LEAVE WITH PAY.....	15

**18	LEAVE WITH OR WITHOUT PAY FOR THE UNION BUSINESS OR FOR OTHER ACTIVITIES UNDER THE <i>PUBLIC SERVICE LABOUR RELATIONS ACT</i> .....	17
**19	OTHER LEAVE WITH OR WITHOUT PAY .....	20
20	DESIGNATED PAID HOLIDAYS .....	38
**21	HOURS OF WORK AND OVERTIME .....	43
**22	TRAVELLING .....	49
23	SHIFT AND WEEKEND PREMIUMS .....	51
24	CALL-BACK PAY .....	52
25	REPORTING PAY .....	53
26	STANDBY .....	54
27	SEVERANCE PAY .....	54
28	PAY ADMINISTRATION .....	56
29	EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE WITH PAY .....	59
30	USE OF OFFICER-OWNED MOTOR VEHICLES .....	61
31	ILLEGAL STRIKES .....	61
32	OFFICERS ON INDUSTRIAL PREMISES .....	61
33	SAFETY AND HEALTH .....	61
**34	GRIEVANCE PROCEDURE .....	62
**35	JOINT CONSULTATION .....	74
36	CONTRACTING OUT .....	76

37	NATIONAL JOINT COUNCIL AGREEMENTS.....	76
38	OFFICER PERFORMANCE REVIEW AND OFFICER FILES.....	76
39	NOTICE OF TRANSFER .....	77
40	STATEMENT OF DUTIES .....	77
41	AGREEMENT REOPENER CLAUSE .....	77
42	ALLOWANCES .....	77
43	NO DISCRIMINATION .....	78
44	PART-TIME OFFICERS.....	78
45	SHIFT PRINCIPLE.....	82
**46	DURATION .....	83
**APPENDIX "A"	.....	85
	RO - RADIO OPERATIONS GROUP ANNUAL RATES OF PAY (in dollars) .....	85
**APPENDIX "A-1"	.....	89
	RO - RADIO OPERATIONS GROUP WEEKLY, DAILY AND HOURLY RATES OF PAY (in dollars).....	89
**APPENDIX "A-2"	.....	92
	RO - RADIO OPERATIONS GROUP WEEKLY, DAILY AND HOURLY RATES OF PAY (in dollars).....	92
**APPENDIX "A-3"	.....	95
	RO - RADIO OPERATIONS GROUP WEEKLY, DAILY AND HOURLY RATES OF PAY (in dollars).....	95

**APPENDIX "A-4" .....	98
RO - RADIO OPERATIONS GROUP WEEKLY, DAILY AND HOURLY RATES OF PAY .....	98
MEMORANDA OF UNDERSTANDING.....	101
APPENDIX "B" .....	102
MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE CAW LOCAL 2182 IN RESPECT OF THE ADMINISTRATION OF DESIGNATED PAID HOLIDAYS FOR CERTAIN OPERATING OFFICERS.....	102
APPENDIX "C" .....	104
SPECIAL PROVISION INSTRUCTORS .....	104
APPENDIX "D" .....	105
MEMORANDUM OF AGREEMENT BETWEEN THE TREASURY BOARD OF CANADA AND THE CAW LOCAL 2182 FOR THE NON-OPERATING OFFICERS OF THE RADIO OPERATIONS GROUP.....	105
APPENDIX "E" .....	109
MEMORANDUM OF AGREEMENT BETWEEN THE TREASURY BOARD OF CANADA AND THE CAW LOCAL 2182 IN RESPECT OF THE RADIO OPERATIONS GROUP BARGAINING UNIT.....	109
**APPENDIX "F" .....	113
MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE CANADIAN AUTOWORKERS LOCAL 2182 WITH RESPECT TO LEARNING AND DEVELOPMENT .....	113



\*\*APPENDIX "G" .....114

MEMORANDUM OF UNDERSTANDING BETWEEN THE  
TREASURY BOARD OF CANADA AND THE CAW LOCAL  
2182 WITH RESPECT TO COMPENSATORY TIME .....114

\*\*APPENDIX "H".....115

MEMORANDUM OF UNDERSTANDING BETWEEN THE  
TREASURY BOARD OF CANADA AND THE CAW LOCAL  
2182 IN RESPECT OF CLASSIFICATION REVIEW .....115

LETTER OF UNDERSTANDING 03-1 .....116

\*\*Asterisks denote changes from the previous collective agreement.



## **ARTICLE 1**

### **PURPOSE OF AGREEMENT**

**1.01** The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the officers and the Union, to set forth certain terms and conditions of employment relating to remuneration, hours of work, officer benefits and general working conditions affecting officers covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the officers.

**1.02** The parties to this Agreement share a desire to improve the quality of the Public Service of Canada and to promote the well-being and increased productivity of its officers to the end that the people of Canada will be well and efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the public service in which members of the bargaining unit are employed.

## **ARTICLE 2**

### **INTERPRETATION AND DEFINITIONS**

**2.01** For the purpose of this Agreement:

- (a) **“the Union”** means the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-TCA Canada), Local 2182;
- (b) **“allowance”** means compensation payable for the performance of special or additional duties;
- (c) **“bargaining unit”** means the officers of the Employer in the Radio Operations Group, Technical Category, as described in the certificate issued by the Public Service Labour Relations Board on December 18, 1984;
- (d) **“continuous employment”** has the same meaning as specified in the Public Service Terms and Conditions of Employment Regulations.
- (e) **“daily rate of pay”** means a full-time officer’s weekly rate of pay divided by five (5);

- (f) **“day of rest”** in relation to an officer means a day other than a designated paid holiday on which that officer is not ordinarily required to perform the duties of his position other than by reason of his being on leave or absent from duty without permission;
- (g) **“designated paid holiday”** means:
- (i) in the case of a shift that does not commence and end on the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced on a day designated as a paid holiday in this Agreement,
  - (ii) in any other case, the twenty-four (24) hour period commencing at 00:00 hours of a day designated as a paid holiday in this Agreement;
- (h) **“officer”** means an employee as described in the *Public Service Labour Relations Act*, and who is a member of the bargaining unit;
- (i) **“Employer”** means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board;
- \*\*
- (j) **“family”** except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law partner spouse resident with the employee), child (including child of common-law partner), stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, the employee’s grandparents and relative permanently residing in the employee’s household or with whom the employee permanently resides.
- (k) **“hourly rate of pay”** means a full-time officer’s weekly rate of pay divided by 37.5;
- (l) **“layoff”** means the termination of an officer’s employment because of lack of work or because of the discontinuance of a function;
- (m) **“leave”** means authorized absence from duty by an officer during his regular or normal hours of work;
- (n) **“membership dues”** means the dues established pursuant to the constitution of the Union as the dues payable by its members as a

consequence of their membership in the Union, and shall not include any initiation fee, insurance premium, or special levy;

- (o) **“remuneration”** means pay and allowances;
  - (p) **“weekly rate of pay”** means an officer’s annual rate of pay divided by 52.176;
  - (q) a **“common-law partner”** means a person living in a conjugal relationship with an officer for a continuous period of at least one year (conjoint de fait);
  - (r) words importing the masculine gender include the feminine gender.
  - (s) **“operating officer”** means an officer whose hours of work are scheduled on a rotating or irregular basis.
  - (t) **“non-operating officer”** means an officer whose hours of work are not scheduled on a rotating or irregular basis.
  - (u) **“day”** means the twenty-four (24) hour period commencing at 00:01 hour.
- and
- (v) **“spouse”** will, when required, be interpreted to include “common law partner” except, for the purposes of the Foreign Service Directives, the definition of “spouse” will remain as specified in Directive 2 of the Foreign Service Directives (époux);

**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 the *Public Service Labour Relations Act*,
- and
- (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  
APPLICATION**

**3.01** The provisions of this Agreement apply to the Union, officers and the Employer.

**ARTICLE 4  
OFFICIAL TEXTS**

**4.01** Both English and French texts of this Agreement are official.

**ARTICLE 5  
STATE SECURITY**

**5.01** Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulations 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.

**ARTICLE 6  
FUTURE LEGISLATION AND  
THE COLLECTIVE AGREEMENT**

**6.01** In the event that any law passed by Parliament, applying to public servants covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the agreement shall remain in effect for the term of the agreement.

**ARTICLE 7  
MANAGERIAL RESPONSIBILITIES**

**7.01** Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the public service.

**ARTICLE 8**  
**RECOGNITION**

**8.01** The Employer recognizes the Union as the exclusive bargaining agent for all officers described in the certificate issued by the Public Service Labour Relations Board on the 12th day of February, 2001, covering officers of the Radio Operations Group.

**ARTICLE 9**  
**REPRESENTATIVES**

**9.01** The Employer acknowledges the right of the Union to appoint officers as Representatives.

**9.02** The Employer and the Union shall determine the jurisdiction of each Representative having regard to the plan of organization, the distribution of officers at the workplace and the administrative structure implied by the grievance procedure.

**9.03** The Union shall notify the Employer promptly and in writing of the names of its Representatives. It is mutually understood that the Union may delegate this responsibility.

**9.04** A Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate with fellow officers complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the Representative shall report back to his supervisor before resuming his normal duties.

**9.05** When an officer is required to attend a meeting the purpose of which is to render a disciplinary decision concerning him or her, the officer shall be informed that he or she is entitled to have an authorized representative of the Union attend the meeting. The unavailability of an authorized representative will not delay the meeting more than twenty-four (24) hours from the time of notification to the officer. The authorized representative's attendance can be satisfied by telephone communication.

**9.06** At any administrative inquiry, hearing or investigation conducted by the Employer into an operating irregularity, where the actions of a Marine Communication and Traffic Services Officer (MCTSO) may have had a bearing on the events or circumstances leading thereto, and the officer is required to appear at the administrative inquiry, hearing or investigation being conducted into such irregularity, he or she shall be informed that he or she is entitled to be accompanied by an authorized representative of the Union. The unavailability of the authorized representative will not delay the inquiry, hearing or investigation more than twenty-four (24) hours from the time of notification to the officer.

## **ARTICLE 10**

### **TECHNOLOGICAL CHANGE**

**10.01** The parties have agreed that in cases where as a result of technological change the services of an officer are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the National Joint Council Work Force Adjustment agreement concluded by the parties will apply. In all other cases the following clauses will apply.

**10.02** In this article “Technological Change” means:

- (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized;

and

- (b) a change in the Employer’s operation directly related to the introduction of that equipment or material.

**10.03** Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer’s operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on officers which might result from such changes.

**10.04** The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) days written notice to the Union of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the officers.



**10.05** The written notice provided for in clause 10.04 will provide the following information:

- (a) the nature and degree of change;
- (b) the anticipated date or dates on which the Employer plans to effect change;
- (c) the location or locations involved.

**10.06** As soon as reasonably practicable after notice is given under clause 10.04, the Employer shall consult with the Union concerning the effects of the technological change referred to in clause 10.04 on RO bargaining unit officers. Such consultation will include but not necessarily be limited to the following:

- (a) The approximate number, class and location of officers likely to be affected by the change.
- (b) The effect the change may be expected to have on working conditions or terms and conditions of employment of officers.

**10.07** When, as a result of technological change, the Employer determines that an officer requires new skills or knowledge in order to perform the duties of his substantive position, the Employer will make every reasonable effort to provide the necessary training during the officer's working hours and at no cost to the officer.

## **ARTICLE 11**

### **CHECK-OFF**

**11.01** Subject to the provisions of this article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all officers in the bargaining unit. Where an officer does not have sufficient earnings in respect of any month to permit deductions made under this article, the Employer shall not be obligated to make such deduction from subsequent salary.

**11.02** The Union shall inform the Employer in advance in writing of the authorized monthly deduction to be checked off for each officer.

**11.03** For the purpose of applying clause 11.01, deductions from pay for each officer in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.

\*\*

**11.04** An officer who satisfies the Union as to the bona fides of his or her claim and 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 officer is countersigned by an official representative of the religious organization involved. The Union will inform the Employer accordingly.

**11.05** No employee organization, as defined in section 2 of the *Public Service Labour Relations Act*, other than the Union, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of officers in the bargaining unit.

**11.06** The amounts deducted in accordance with clause 11.01 shall normally be remitted to Treasurer of the Union (by cheque) by the fifteenth (15th) day of the calendar month following the month in which union dues were deducted, and shall be accompanied by particulars identifying each officer and deductions on his or her behalf.

**11.07** The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.

**11.08** The Union 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 12**  
**INFORMATION**

**12.01** The Employer will provide the Union with the following information on a twice yearly basis pertaining to all officers in the radio operations bargaining unit:

- (a) officer's name;
- (b) classification;
- (c) location;
- (d) list of new officers;
- (e) list of officers who left the bargaining unit.

**ARTICLE 13**  
**INFORMATION FOR OFFICERS**

**13.01** The Employer agrees to supply each officer with a copy of the collective agreement.

**ARTICLE 14**  
**USE OF EMPLOYER FACILITIES**

**14.01** An accredited representative of the Union may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance, and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer.

**14.02** The Employer may permit the Union to use the Employer's premises outside the working hours of the officers for conducting meetings of their members, where refusal to grant permission would make it difficult for the Union to convene a meeting. The Union shall insure the orderly and proper conduct of the members who attend such meetings and agrees to be responsible for leaving facilities in good order after use.

**14.03** Reasonable space on bulletin boards will be made available to the Union for the posting of official Union notices in convenient locations as determined by

the Employer. Notices or other material shall require the prior approval of the Employer, except notices of meetings of their members and elections of the Union representatives, the names of the Union representatives and social and recreational events.

**14.04** The Employer will also continue its present practice of making available to the Union specific locations on its premises for the placement of reasonable quantities of literature of the Union.

**14.05** Subject to the Employer's Policies on acceptable use of electronic networks and where the equipment is available, officers shall be allowed access to a computer at the workplace to access CAW web sites provided that it does not interfere with the performance of their duties.

## **ARTICLE 15**

### **LEAVE - GENERAL**

**15.01** An officer is entitled, once in each fiscal year, to be informed upon request, of the balance of his vacation and sick leave credits.

**15.02** The amount of leave with pay credited to an officer by the Employer at the time when this Agreement is signed, or at the time when he becomes subject to this Agreement, shall be retained by the officer.

**15.03** An officer shall not be granted two (2) different types of leave with pay in respect of the same period of time.

**15.04** When an officer who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, he is entitled during his period of leave to receive the allowance if the special or extra duties in respect of which he is paid the allowance were assigned to him on a continuing basis, or for a period of two (2) or more months prior to the period of leave.

**15.05** An officer is not entitled to leave with pay during periods he is on leave without pay, on educational leave or under suspension.

**15.06** When an officer becomes subject to this Agreement, the accrued leave credits shall be converted from days to hours. When this Agreement ceases to apply to an officer, the accrued leave credits shall be converted from hours to days on the basis that seven decimal five (7.5) hours equals one (1) day.

**15.07** When leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the officer would normally have been scheduled to work on that day.

**ARTICLE 16**  
**VACATION LEAVE WITH PAY**

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

**Accumulation of Vacation Leave Credits**

**16.02** An officer shall earn vacation leave credits at the following rate for each calendar month during which he receives pay for at least seventy-five (75) hours:

- (a) six decimal two five (6.25) hours for an officer who has completed up to one (1) year of service;
- (b) nine decimal three seven five (9.375) hours for an officer who has completed more than one (1) year of service;
- (c) twelve decimal five (12.5) hours commencing with the month in which the officer's eighth (8th) anniversary of service occurs;
- (d) thirteen decimal seventy-five (13.75) hours commencing with the month in which the officer's sixteenth (16th) anniversary of service occurs;
- (e) fourteen decimal three seven five (14.375) hours commencing with the month in which the officer's seventeenth (17th) anniversary of service occurs;
- (f) fifteen decimal six two five (15.625) hours commencing with the month in which the officer's eighteenth (18<sup>th</sup>) anniversary of service occurs;
- (g) sixteen decimal eight seven five (16.875) hours commencing with the month in which the officer's twenty-seventh (27th) anniversary of service occurs;
- (h) eighteen decimal seven five (18.75) hours commencing with the month in which the officer's twenty-eighth (28th) anniversary of service occurs;

- (i) For the purpose of clause 16.02 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 officer who receives severance pay on lay-off and is reappointed to the public service within one (1) year following the date of lay-off.

**Entitlement to Vacation Leave With Pay**

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

**Scheduling of Vacation Leave With Pay**

**16.04** An officer shall take vacation leave on the basis of the schedule he is working. In scheduling vacation leave with pay to an officer the Employer shall, subject to the operational requirements of the service, make every reasonable effort:

- (a) to schedule the officer his vacation leave during the vacation year in which it is earned;
- (b) to comply with any request made by an officer before January 31 that he be permitted to use in the following vacation year any period of vacation leave of thirty (30) hours or more earned by him in the current year;
- (c) to ensure that approval of an officer's request for vacation leave is not unreasonably denied;
- (d) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or other officers, according to the wishes of the officer.

**16.05** The Employer shall give an officer as much notice as is practicable and reasonable of approval, denial or cancellation of a request for leave. In the case of denial, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the officer.

**16.06** Where in respect of any period of vacation leave, an officer is granted:

- (a) bereavement leave with pay,  
or
- (b) leave with pay because of illness in the immediate family,  
or
- (c) is granted sick leave on production of a medical certificate,

the period of vacation leave so displaced shall either be added to the vacation period, if requested by the officer and approved by the Employer, or reinstated for use at a later date.

**16.07** Where in any vacation year an officer has not been granted all of the vacation leave with pay credited to him, the unused portion of his vacation leave shall be carried over into the following vacation year. In cases where vacation credits from the previous vacation year have not been fully utilized by the end of the next vacation year any outstanding carry-over vacation credits will be paid off in an amount equal to the product obtained by multiplying the number of hours of such excess vacation leave credits by the officer's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his substantive position on the last day of the vacation year.

**Recall from Vacation Leave With Pay**

**16.08**

- (a) The Employer will make every reasonable effort not to recall an officer to duty after he has proceeded on vacation leave with pay.
- (b) Where, during any period of vacation leave with pay an officer is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs:
  - (i) in proceeding to his place of duty,

and

- (ii) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled,

after submitting such accounts as are normally required by the Employer.

- (c) The officer shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 16.08(b) to be reimbursed for reasonable expenses incurred by him.

### **Leave When Employment Terminates**

**16.09** When an officer dies or otherwise ceases to be employed, he or his estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave with pay to his credit by the hourly rate of pay as calculated from the classification prescribed in his certificate of appointment on the date of the termination of his employment, except that the Employer shall grant the officer any vacation leave earned but not used by him before the employment is terminated by lay-off if the officer so requests because of a requirement to meet minimum continuous employment requirements for severance pay.

**16.10** In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the officer an amount equivalent to unearned vacation leave taken by the officer, as calculated from the classification prescribed in his certificate of appointment on the date of the termination of his employment.

**16.11** Notwithstanding clause 16.09 an officer whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in clause 16.09, if he requests it within six (6) months following the date upon which his employment is terminated.



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**Cancellation of Vacation Leave**

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

\*\*

**16.13**

- (a) Officers shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the officer's second (2nd) anniversary of service, as defined in clause 16.02.
- (b) The vacation leave credits provided in paragraph 16.13(a) above shall be excluded from the application of clause 16.07 dealing with the Carry-over and/or Liquidation of Vacation Leave.

**ARTICLE 17**

**SICK LEAVE WITH PAY**

**Credits**

**17.01**

- (a) An officer shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which he receives pay for at least seventy-five (75) hours.
- (b) A shift worker shall earn additional sick leave credits at the rate of one decimal twenty-five (1.25) hours for each calendar month during which he or she works shifts and he or she receives pay for at least seventy-five (75) hours. Such credits shall not be carried over in the next fiscal year and are available only if the officer has already used one hundred and twelve decimal five (112.5) hours of sick leave credits during the current fiscal year.

**Granting of Sick Leave**

**17.02** An officer is eligible for sick leave with pay when he is unable to perform his duties because of illness or injury provided that:

- (a) he satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer,  
  
and
- (b) he has the necessary sick leave credits.

**17.03** Unless otherwise informed by the Employer, a statement signed by the officer stating that because of illness or injury he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 17.02(a).

**17.04** Where an officer has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 17.02, sick leave with pay may, at the discretion of the Employer, be granted:

- (a) for a period of up to one hundred eighty-seven decimal five (187.5) hours if he is awaiting a decision on an application for injury-on-duty leave,  
  
or
- (b) for a period of up to one hundred twelve decimal five (112.5) hours in all other cases,

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 or lay-off, the recovery of the advance from any monies owed the officer.

**17.05** When an officer 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 officer was not granted sick leave with pay.

**ARTICLE 18**  
**LEAVE WITH OR WITHOUT PAY FOR THE UNION**  
**BUSINESS OR FOR OTHER ACTIVITIES UNDER THE**  
***PUBLIC SERVICE LABOUR RELATIONS ACT***

**Complaints made to the *Public Service Labour Relations Board* Pursuant to Section 190(1) of the *Public Service Labour Relations Act (PSLRA)***

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**18.01** When operational requirements permit, pursuant to section 190(1) of the PSLRA alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1) of the PSLRA, the Employer will grant leave with pay:

- (a) to an officer who makes a complaint on his own behalf, before the Public Service Labour Relations Board,

and

- (b) to an officer who acts on behalf of an officer making a complaint, or who acts on behalf of the Union making a complaint.

**Applications for Certification, Representations and Interventions with respect to Applications for Certification**

**18.02** When operational requirements permit, the Employer will grant leave without pay:

- (a) to an officer who represents the Union in an application for certification or in an intervention,

and

- (b) to an officer who makes personal representations with respect to a certification.

**18.03** The Employer will grant leave with pay:

- (a) to an officer called as a witness by the Public Service Labour Relations Board,

and

- (b) when operational requirements permit, to an officer called as a witness by an officer or the Union.

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**Arbitration Board and Public Interest Commission Hearings and Alternate Dispute Resolution Process**

**18.04** When operational requirements permit, the Employer will grant leave with pay to a reasonable number of officers representing the Union before an Arbitration Board, Public Interest Commission or in an Alternate Dispute Resolution Process.

**18.05** The Employer will grant leave with pay to an officer called as witness by an Arbitration Board, Public Interest Commission or Alternate Dispute Resolution Process and, when operational requirements permit, leave with pay to an officer called as a witness by the Union.

**Adjudication**

**18.06** When operational requirements permit, the Employer will grant leave with pay to an officer who is:

- (a) a party to the adjudication,
- (b) the representative of an officer who is a party to an adjudication,  
and
- (c) a witness called by an officer who is a party to an adjudication.

**Meetings During the Grievance Process**

**18.07** When operational requirements permit, the Employer will grant to an officer:

- (a) when the Employer originates a meeting with the officer who has presented the grievance, leave with pay when the meeting is held in the headquarters area of the officer and on duty status when the meeting is held outside his headquarters area,

and

- (b) when an officer who has presented a grievance seeks to meet with the Employer, leave with pay to the officer when the meeting is held in the headquarters area of the officer and leave without pay when the meeting is held outside his headquarters area.

**18.08** When an officer wishes to represent, at a meeting with the Employer, an officer who has presented a grievance, the Employer will arrange the meeting having regard to operational requirements, and will grant leave with pay to the representative when the meeting is held in his headquarters area and leave without pay when the meeting is held outside his headquarters area.

**18.09** Where an officer has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and an officer acting on behalf of the Union wishes to discuss the grievance with that officer, the officer and the representative of the officer will, where operational requirements permit, be given reasonable leave with pay for this purpose when the discussion takes place in his headquarters area and reasonable leave without pay when it takes place outside his headquarters area.

#### **Contract Negotiation Meetings**

**18.10** When operational requirements permit, the Employer will grant leave without pay to an officer for the purpose of attending contract negotiation meetings on behalf of the Union.

#### **Preparatory Contract Negotiation Meetings**

**18.11** When operational requirements permit, the Employer will grant leave without pay to a reasonable number of officers to attend preparatory contract negotiation meetings.

#### **Meetings Between the Union and Management Not Otherwise Specified in this Article**

**18.12** When operational requirements permit, the Employer will grant leave with pay to a reasonable number of officers who are meeting with management on behalf of the Union.

### **The Union Executive Council Meetings, Congress and Conventions**

**18.13** Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of Officers to attend meetings of the Board of Directors of the Union, Union Conventions, meetings of the National Union, meetings of the Canadian Labour Congress and the Municipal, Territorial and Provincial Federations of Labour.

### **Representatives' Training Courses**

**18.14** When operational requirements permit, the Employer will grant leave without pay to officers who exercise the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative. The Employer shall be given a minimum of fifteen (15) days notice of the commencement of such training course.

### **Election To Full-Time Office**

**18.15** When operational requirements permit, the Employer will grant leave of absence without pay to an officer elected to a full-time office of the Union. The duration of such leave shall be for the period the officer holds such office.

### **Union Business**

**18.16** Where operational requirements, as determined by the Employer, permit, the Employer will grant leave of absence without pay for a specified period, to an officer appointed by the Union to handle business on behalf of the Union.

### **Notice Requirements**

**18.17** Leave with or without pay for purposes described in this article shall be requested in writing to the Employer as far in advance as possible of the date leave is to commence, but normally not less than fifteen (15) calendar days in advance.

## **ARTICLE 19**

### **OTHER LEAVE WITH OR WITHOUT PAY**

#### **Volunteer Leave**

**19.01** Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the officer shall be

granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours 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.

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

\*\*

### **Bereavement Leave With Pay**

#### **19.02**

- (a) When a member of his immediate family dies, an officer shall be entitled to a bereavement period of five (5) consecutive calendar days. Such bereavement period, as determined by the officer, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period he shall be paid for those days which are not regularly scheduled days of rest for that officer. In addition, the officer may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (b) An officer is entitled to up to one (1) day's bereavement leave with pay for the purpose related to the death of his son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) If, during a period of compensatory leave, an officer is bereaved in circumstances under which he would have been eligible for leave under paragraphs 19.02(a) or (b) of this clause, he shall be granted leave and his compensatory leave credits shall be restored to the extent of any concurrent leave 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 paragraphs 19.02(a) and (b).

### **Court Leave with Pay**

**19.03** The Employer shall grant leave with pay to an officer for the period of time he is compelled:

- (a) to be available for jury selection;
  - (b) to serve on a jury;
- or
- (c) by subpoena, summons or other legal instrument to attend as a witness in any proceeding 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 his position,
    - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
- or
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

### **Personnel Selection Leave With Pay**

**19.04** Where an officer participates in a personnel selection process for a position in the public service, as defined in Schedule I and IV of the *Financial Administration Act*, the officer is entitled to leave with pay for the period during which the officer's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the officer to travel to and from the place where his presence is so required. This clause applies equally in respect of the personnel selection process related to deployment.



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**Maternity Leave Without Pay**

**19.05**

- (a) An officer 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 officer has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,  
  
or
  - (ii) where the officer 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 officer 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 officer to submit a medical certificate certifying pregnancy.
  
- (e) An officer 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 17, Sick Leave With Pay. For purposes of this subparagraph, the terms “illness” or “injury” used in Article 17, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (f) An officer 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.

\*\*

#### **19.06 Maternity Allowance**

- (a) An officer who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (j), provided that she:
  - (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
  - (ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits under the Employment Insurance or 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 the maternity allowance;
  - (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

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

however, an officer whose specified period of employment expired and who is rehired in any portion of the Public Service of Canada as specified in Schedule I and IV of the *Financial Administration 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 section (a)(iii)(B) and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the officer'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 officer 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 for each week of the waiting period, less any other monies earned during this period,  
  
and
  - (ii) for each week that the officer receives a maternity benefit under the Employment Insurance or Québec Parental Insurance Plan, she is eligible to receive, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the officer's request, the payment referred to in subparagraph 19.06(c)(i) will be estimated and advanced to the officer. Adjustments will be made once the officer provides proof of receipt of Employment Insurance or Québec Parental Insurance maternity benefits.
- (e) The maternity allowance to which an officer is entitled is limited to that provided in paragraph (c) and an officer 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 officer, the officer's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
  - (ii) for an officer 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 officer's

straight-time earnings by the straight-time earnings the officer would have earned working full-time during such period.

- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the officer 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 officer has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an officer becomes eligible for a pay increment or upward pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an officer's deferred remuneration or severance pay.

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#### **19.07 Special Maternity Allowance for Totally-Disabled Officers**

- (a) An officer who:
  - (i) fails to satisfy the eligibility requirement specified in subparagraph 19.06(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 pregnancy or Québec Parental Insurance maternity benefits,
  - and
  - (ii) has satisfied all of the other eligibility criteria specified in paragraph 19.06(a), other than those specified in sections (A) and (B) of subparagraph 19.06(a)(iii), shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of

her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An officer shall be paid an allowance under this clause and under clause 19.06 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under Employment Insurance or Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance maternity benefits for the reasons described in subparagraph (a)(i).

**19.08 Parental Leave Without Pay**

- (a) Where an officer 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 officer 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 officer's care.
- (b) Where an officer 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 officer shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the officer's care.
- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an officer and at the discretion of the Employer, the leave referred to with the paragraphs (a) and (b) above may be taken in two (2) periods.
- (d) Notwithstanding paragraphs (a) and (b):
  - (i) where the officer's child is hospitalized within the period defined in the above paragraphs, and the officer has not yet proceeded on parental leave without pay,
  - or
  - (ii) where the officer 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 officer 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 officer's care.

- (e) An officer 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 officer;
  - (ii) grant the officer parental leave without pay with less than four (4) weeks' notice;
  - (iii) require an officer to submit a birth certificate or proof of adoption of the child.
- (g) Parental leave without pay taken by a couple employed in the public service shall not exceed a total of thirty-seven (37) weeks for both individuals combined. For the purpose of this paragraph, public service means any portion of the Public Service of Canada specified in Schedule I and IV of the *Financial Administration Act*.
- (h) 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.

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#### **19.09 Parental Allowance**

- (a) An officer 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 (j), 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 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 officer 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 officer will work for a period equal to the period the officer was in receipt of the parental allowance, in addition to the period of time referred to in section 19.06(a)(iii)(B), if applicable;

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

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

however, an officer whose specified period of employment expired and who is rehired in any portion of the Public Service of Canada as specified in Schedule I and IV of the *Financial Administration 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 officer'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 officer is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
  - (ii) for each week in respect of which the officer 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 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 benefits 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 for each week, less any other monies earned during this period.
- (d) At the officer's request, the payment referred to in subparagraph 19.09(c)(i) will be estimated and advanced to the officer. Adjustments will be made once the officer provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan parental benefits.

- (e) The parental allowance to which an officer is entitled is limited to that provided in paragraph (c) and an officer 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 officer, the officer's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
  - (ii) for an officer 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 officer's straight-time earnings by the straight-time earnings the officer would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the officer 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 officer is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the officer was being paid on that day.
- (i) Where an officer becomes eligible for a pay increment or upward pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an officer'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.

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**19.10 Special Parental Allowance for Totally Disabled Officers**

- (a) An officer who:
- (i) fails to satisfy the eligibility requirement specified in subparagraph 19.09(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 officer from receiving Employment Insurance or Québec Parental Insurance Plan benefits,

and

  - (ii) has satisfied all of the other eligibility criteria specified in paragraph 19.09(a), other than those specified in sections (A) and (B) of subparagraph 19.09(a)(iii),
- shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the officer's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.
- (b) An officer shall be paid an allowance under this clause and under clause 19.09 for a combined period of no more than the number of weeks during which the officer would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or Québec Parental Insurance Plan, had the officer not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

**Injury-on-duty Leave With Pay**

**19.11** An officer shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer when a claim has been made pursuant to the *Government Employees Compensation Act*, and a Workers'

Compensation authority has notified the Employer that it has certified that the officer is unable to work because of:

- (a) personal injury received in the performance of his duties and not caused by the officer's willful misconduct,

or

- (b) an industrial illness or a disease arising out of and in the course of his employment,

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

#### **Leave For Other Reasons**

**19.12** At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the officer prevent his reporting for duty. Such leave shall not be unreasonably withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement.

#### **Personal Leave**

- (c)
  - (i) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the officer shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay for reasons of a personal nature.
  - (ii) The leave will be scheduled at times convenient to both the officer and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the officer may request.

**Leave with Pay for Family-Related Responsibilities****19.13**

- (a) For the purpose of this clause, family is defined as spouse (or common-law partner resident with the officer), children (including foster children, children of legal or common-law partner), parents (including stepparents or foster parents), or any relative permanently residing in the officer's household or with whom the officer permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:
  - (i) an officer is expected to make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude his absence from work; however, when alternative arrangements are not possible, an officer shall be granted up to the officer's regularly scheduled daily hours of work for a medical or dental appointment when the family member is incapable of attending the appointment by himself, or for appointments with appropriate authorities in schools or adoption agencies. An officer requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;
  - (ii) up to thirty-seven decimal five (37.5) consecutive hours of leave with pay to provide for the immediate and temporary care of a sick or elderly member of the officer's family and to provide an officer with time to make alternative care arrangements where the illness is of a longer duration;
  - (iii) leave with pay in an amount equal to twice the officer's regularly scheduled daily hours of work for needs directly related to the birth or to the adoption of the officer's child. This leave may be divided into two (2) periods and granted on separate days.
- (c) The total leave with pay which may be granted under sub-paragraphs (b)(i), (ii) and (iii) shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.

**Leave Without Pay for the Care of Immediate Family**

**19.14**

- (a) Both parties recognize the importance of access to leave for the purpose of care for the immediate family.

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- (b) An officer shall be granted leave without pay for the care of family in accordance with the following conditions:
  - (i) an officer 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 article 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 officer'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) leave which is for a period of more than three (3) months, granted under this clause, shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay; and
  - (vi) time spent on such leave shall not be counted for pay increment purposes.
- (c) An officer 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.

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- (d) Compassionate Care Leave
  - (i) Notwithstanding the definition of "family" found in clause 2.01 and notwithstanding paragraph 19.14(b) above, an officer 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.

- (ii) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the officer provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.
- (iii) When notified, an officer who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.
- (iv) When an officer is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.

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- (e) All leave granted under Leave Without Pay for the Long-Term Care of a Parent or Leave Without Pay for the Care and Nurturing of Pre-School Age Children provisions of previous Radio Operations collective agreements or other agreements will not count towards the calculation of the maximum amount of time allowed for care of family during an employee's total period of employment in the public service.

### **Leave Without Pay for Family-Related Needs**

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

- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an officer for family-related needs.
- (b) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an officer for family-related needs.

- (c) An officer is entitled to leave without pay for family-related needs only once under each of (a) and (b) of this clause during his total period of employment in the public service. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer.
- (d) Leave without pay granted under (a) of this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- (e) Leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the officer involved. Time spent on such leave shall not be counted for pay increment purposes.

**Leave without Pay for Relocation of Spouse**

**19.16**

- (a) At the request of an officer, leave without pay for a period up to one (1) year shall be granted to an officer whose spouse is permanently relocated and up to five (5) years to an officer 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 Association leave for the officer involved except where the period of such leave is less than three (3) months. 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 20**

**DESIGNATED PAID HOLIDAYS**

**20.01** Subject to clause 20.02, the following days shall be designated paid holidays for non-operating officers:

- (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 officer is employed or, in any area where, in the opinion of the Employer, no such additional 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.

**20.02**

- (a) Clause 20.01 does not apply to an officer who is absent without pay on both the working day immediately preceding and the working day following the designated paid holiday, except in the case of an officer who is granted leave without pay under the provisions of Article 18, Leave With or Without Pay for the Union Business or for other activities under the *Public Service Labour Relations Act*, and in respect of whom the Union has certified that the officer was paid by the Union for the Union business conducted on the working day immediately preceding and the working day immediately following the designated paid holiday.

and

- (b) An officer who is absent without leave on a designated paid holiday, or the day to which a designated paid holiday is moved by reason of clause 20.03, on which he is scheduled to work shall not be entitled to be paid for the holiday.

**Holiday Falling on a Day of Rest**

**20.03** When a day designated as a holiday under clause 20.01 coincides with an officer's day of rest, the holiday shall be moved to the officer's first scheduled working day following his day of rest.

**20.04** When a day designated as a holiday for an officer is moved to another day under the provisions of clause 20.03:

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

**Compensation for Work on a Holiday**

**20.05** The following shall apply to all Non-Operating officers. Where an officer works on a holiday, he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday:

- (a) one and one-half (1 1/2) times his hourly rate of pay for the first eight (8) hours worked,  
  
and
- (b) two (2) times his hourly rate of pay for hours worked in excess of eight (8) hours.

**20.06** Where a non-operating officer who is employed in a continuous operation which does not shut down on a designated paid holiday works on that holiday:

- (a) He shall be paid compensation in accordance with the provisions of clause 20.05,  
  
or
- (b) upon request, and with the approval of the Employer he shall be granted:
  - (i) seven decimal five (7.5) hours of leave with pay at a later date in lieu of the holiday,  
  
and
  - (ii) pay at one and one-half (1 1/2) times his hourly rate of pay for the first eight (8) hours worked,
  - (iii) twice (2) his hourly rate of pay for hours worked in excess of eight (8) hours.
- (c) Consistent with operational requirements of the service and subject to adequate notice, the Employer shall make every reasonable effort to grant lieu hours at times desired by the officer.
- (d) If any lieu hours cannot be liquidated by the end of the vacation year, they will be paid off at the officer's daily rate of pay or, upon the written request of the officer and with the approval of the Employer, lieu days may be carried over to the following vacation year.

**20.07** The following shall apply to all Operating Officers.

- (a) On April 1st of each year each officer shall be credited with one hundred and thirty-two (132) hours in lieu (“lieu hours”) of designated holidays;
- (b) A deduction shall be made from the credited lieu hours for which the officer is absent without leave on the designated holiday as listed in clause 20.01;
- (c) Lieu hours may be taken in conjunction with days of rest or vacation leave or a combination thereof or as occasional days and shall be charged against the lieu hours credits on the basis of the officer’s regularly scheduled hours of work;
- (d) Consistent with operational requirements of the service and subject to adequate notice the Employer shall make every reasonable effort to grant lieu hours at times desired by the officer;
- (e) When operational requirements prevent the Employer from providing lieu hours to which the officer was entitled prior to the end of the fiscal year, the remaining hours shall be paid off at the officer’s straight-time rate of pay in effect at that time;
- (f) Any leave granted under the provisions of this clause in advance of the holidays occurring after the date of an officer’s termination, resignation or commencement of retirement shall be subject to recovery of pay;
- (g) Officers who work on a designated paid holidays, or the day to which the holiday is moved as provided in 20.03 shall be paid at their straight-time hourly rate for all regularly scheduled hours of work. For hours worked in excess of the officers regularly scheduled hours of work shall be paid in accordance with Article 21, Hours of Work and Overtime.

**Holiday Coinciding With A Day of Paid Leave**

**20.08** When a day that is a designated paid holiday for an non-operating officer falls within a period of leave with pay, the holiday shall not count as leave.

## **ARTICLE 21**

### **HOURS OF WORK AND OVERTIME**

#### **Non-Operating Officers**

**21.01** Where hours of work are scheduled for officers on a regular basis, they shall be scheduled so that officers:

- (a) work thirty-seven decimal five (37.5) hours and five (5) days per week,  
and
- (b) work seven decimal five (7.5) hours per day.

**21.02** Notwithstanding the provisions of this article, upon request of an officer and the concurrence of his Employer, an officer may complete his weekly hours of employment in a period other than five (5) full days provided that over a period of fourteen (14) calendar days the officer works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the officer and the Employer. In every fourteen (14)-day period such an officer shall be granted days of rest on such days as are not scheduled as a normal work day for him.

Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

Any special arrangement established under this clause shall be subject to the provisions of Appendix "D" of this Collective Agreement.

#### **Operating Officers**

##### **21.03**

- (a) Where hours of work are scheduled for officers on a rotating or irregular basis, they shall be averaged so that officers over a period not exceeding one hundred and twenty six (126) days:
  - (i) work an average of thirty-seven decimal five (37.5) hours per week.

- (ii) work shifts of eight (8) or twelve (12) hours duration (except as may be otherwise agreed under Appendix “E”), where a shift is defined as the continuous duration of time between the officer’s scheduled start time and the scheduled stop time.
  - (iii) Officers of the same classification and level at a location shall all work either all eight (8) hour shifts, or all twelve (12) hour shifts (except as may be otherwise agreed under Appendix “E”). The shift durations in place at each centre shall not be altered except by mutual agreement between the Employer and the authorized union representative at the regional level.
  - (iv) work consecutive shifts of not more than six (6) eight (8) hour shifts and not more than four (4) twelve (12) hour shifts.
- (b) An officer’s days of rest shall be consecutive and not less than three (3) when working an eight (8) hour shift schedule, and not less than four (4) when working a twelve (12) hour shift schedule. The first (1st) day of rest will start immediately after midnight of the calendar day in which the officer worked, or was scheduled to work, his last regular shift; the second (2nd) day of rest shall start immediately after midnight of the officer’s first (1st) day of rest and each subsequent day of rest shall start immediately after midnight of the preceding day of rest provided those days are consecutive and contiguous to the preceding day of rest.
- (c) Notwithstanding clauses (a) and (b) above, the Employer
- (i) may, no more than twice in a fiscal year, require an officer to work seven (7) eight (8) hour shifts or five (5) twelve (12) hour shifts, once for operational requirements and once for conversion from non-operational to operational status;
- and
- (ii) may, no more than twice in a fiscal year, schedule two (2) consecutive days of rest when working an eight (8) hour shift schedule, or three (3) consecutive days of rest when working a twelve (12) hour shift schedule, once for operational requirements and once for conversion from non-operational to operational status.

- (d) Notwithstanding clause (b) above, the Employer may change days of rest as specified in sub-clause (c)(ii) above, as a result of officer-requested training.
- (e) Every reasonable effort shall be made by the Employer:
  - (i) not to schedule the commencement of a shift within eight (8) hours of the completion of the officer's previous shift,  
  
and
  - (ii) to avoid excessive fluctuation in hours of work.
- (f) An officer who works more than fifteen (15) consecutive hours shall not be required to report for work on his next regularly scheduled shift until a period of at least nine (9) hours has elapsed from the end of the period of work that exceeded fifteen (15) hours. If as a result of the application of this sub-clause, an officer works fewer hours than called for on his next regularly scheduled shift, he shall nevertheless receive the full rate of pay for that shift.
- (g) For training or mutually agreed upon work assignments the officer may be changed to non-operating status. During such periods, his hours of work will be governed by clauses 21.01 and 21.02.

Appendix "E" of this Collective Agreement contains provisions applicable to operational officers whose hours of work vary from those specified in this clause.

### **General**

**21.04** An officer's scheduled hours of work shall not be construed as guaranteeing the officer minimum or maximum hours of work.

### **21.05**

- (a) The Employer agrees to consult with the Union representatives in the establishment of shift schedules established in accordance with clause 21.03.
- (b) The Employer agrees that, before a schedule of working hours is changed, the change will be discussed with the appropriate representative of the Union, if the change will affect a majority of the officers governed by the schedule.

**21.06** Provided sufficient advance notice is given and with the approval of the Employer, officers may exchange shifts if there is no increase in cost to the Employer. Once an exchange of shifts has been approved, it will be the responsibility of the officers involved to report for duty in accordance with the approved exchange. Penalties and costs identified under Article 21 will not apply as a result of a shift exchange.

**21.07**

- (a) An officer's shift schedule shall cover a period of at least sixty-three (63) days and shall be posted thirty (30) days in advance of its starting date. Every reasonable effort will be made by the Employer to minimize changes to an officer's days of rest. If an officer is given less than fifteen (15) days' advance notice of a change in his shift schedule, he will receive a premium rate of time and one-half (1 1/2) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid for at the hourly rate of pay. Such officer shall retain his previously scheduled days of rest next following the change or if worked, such days of rest shall be compensated in accordance with the overtime provisions of this Agreement.
- (b) A planning schedule shall be posted prior to the end of January for the subsequent fiscal year. This schedule shall be updated on issuance of each shift schedule in that fiscal year to reflect any changes.

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**Rest Periods - Operating Officers**

**21.08** Where operational requirements permit, the Employer will provide operating officers with meal and relief breaks.

**Overtime**

**21.09**

- (a) "overtime" means in the case of a full-time officer authorized work performed in excess of his normal scheduled hours of work;
- (b) "time and one-half" means one and one-half (1 1/2) times the hourly rate of pay;



and

- (c) “double time” means twice (2) the hourly rate of pay.

### **Assignment of Overtime Work**

**21.10** Subject to operational requirements of the service, the Employer shall make every reasonable effort:

- (a) to allocate overtime work on an equitable basis among readily available qualified officers;

and

- (b) to give officers who are required to work overtime adequate advance notice of this requirement;
- (c) officers whose normal scheduled hours of work are less than thirty-seven decimal five (37.5) hours per week shall be entitled to overtime work as per clause 21.10(a) in the same proportion as their weekly hours of work compare to the weekly hours of work of a full-time officer.

**21.11** The Union is entitled to consult the deputy minister or his representative whenever it is alleged that officers are required to work unreasonable amounts of overtime.

### **Overtime Compensation**

**21.12** Each six (6) minute period of overtime shall be compensated for at the following rates:

- (a) time and one-half (1 1/2), except as provided for in paragraphs 21.12(b), (c), (d) or (e);
- (b) double time (2) for all hours of overtime worked in excess of eight (8) consecutive hours of overtime in any contiguous period;
- (c) on a day of rest double (2) time for all hours worked in excess of eight (8) hours for that day;
- (d) double time (2) for all hours worked on a second (2<sup>nd</sup>) or subsequent day of rest in an unbroken series of consecutive and contiguous days of rest,

provided the officer has worked and has received time and one-half (1 1/2) his straight-time hourly rate on a day of rest in that series;

- (e) time and three-quarter (1 3/4) for all hours of overtime worked by an officer working variable hours, on a working day or on days of rest.

**21.13**

- (a) An officer who works three (3) or more hours of overtime:
  - (i) immediately before his scheduled hours of work and who has not been notified of the requirement prior to the end of his last scheduled work period,
  - or
  - (ii) immediately following his scheduled hours of work

shall be reimbursed for one (1) meal in the amount of ten dollars fifty (\$10.50) except where free meals are provided. Reasonable time with pay, to be determined by management, shall be allowed the officer in order that he may take a meal break either at or adjacent to his place of work. This clause shall not apply to an officer who is in travel status which entitles him to claim expenses for lodging and/or meals.

- (b) When an officer works overtime continuously extending four (4) hours or more beyond the period provided for in (a) above, he shall be reimbursed for one additional meal in the amount of ten dollars fifty (\$10.50), except where free meals are provided. Reasonable time with pay, to be determined by management, shall be allowed the officer in order that he may take a meal break either at or adjacent to his place of work. This clause shall not apply to an officer who is in travel status which entitles him to claim expenses for lodging and/or meals.

**21.14** When an officer is required to work either contiguous or non-contiguous overtime, time spent by the officer reporting to or returning from work shall not constitute time worked.

**21.15** The Employer will endeavour to make cash payments for overtime during the month following that in which the credits were earned.

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**21.16 Compensatory Leave**

- (a) Overtime shall be compensated in cash, except where upon request of an officer and with the approval of the Employer, overtime shall be compensated by paid time off computed at the same premium rate as the overtime.
- (b) If any compensatory time earned cannot be liquidated by the end of the fiscal year it will be paid off at the officer's hourly rate of pay.

**ARTICLE 22  
TRAVELLING**

**22.01** When an officer is required by the Employer to travel to or from his Headquarters area as normally defined by the Employer, his method of travel shall be determined by the Employer and he shall be compensated in the following manner:

- (a) On a normal working day on which he travels but does not work, the officer shall receive his regular pay for the day.
- (b) On a normal working day on which he travels and works, the officer shall be paid:
  - (i) his regular pay for the day for a combined period of travel and work not exceeding eight (8) hours,
  - and
  - (ii) at the applicable overtime rate for additional travel time in excess of an eight (8) hour period of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the hourly rate of pay in any day.
- (c) On a day of rest or on a designated paid holiday, the officer shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay at the hourly rate of pay.
- (d) Travel time shall be compensated in cash, except where upon request of an officer and with the approval of the Employer, travel time shall be

compensated by leave with pay. The duration of such leave shall be equal to the travel time multiplied by the appropriate rate of payment and payment shall be based on the officer's hourly rate of pay in effect on the date immediately prior to the day on which the leave is taken.

- (e) If any lieu time earned cannot be liquidated by the end of the fiscal year, then payment in cash will be made at the officer's then current rate of pay.

**22.02** Clause 22.01 does not apply to an officer travelling by means of any type of transport in which he is required to perform work. In such circumstances, the officer shall receive the greater of

- (a) on a normal working day, his regular pay for the day,  
  
or
- (b) pay for actual hours worked in accordance with Articles 20 and 21 of this Agreement.

**22.03** Travel time shall include time necessarily spent at each stop-over en route provided such stop-over does not include an overnight stay.

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**22.04** When an officer travels through more than one (1) time zone, computation will be made as if the employee 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 (1st) day of travel.

**22.05 Travel Status Leave**

- (a) An officer 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 seven decimal five (7.5) hours off with pay. The officer shall be credited with an additional seven decimal five (7.5) hours off for each additional twenty (20) nights that the officer is away from his or her permanent residence to a maximum of eighty (80) nights.
- (b) The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours 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 paragraphs 21.13(b).

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

**22.06 Use of Private Vehicle**

With the agreement of the Employer, an officer may be permitted to use his private motor vehicle in place of a public carrier to proceed on training courses provided there is no extra cost to the Employer. The officer will be allowed the equivalent travel time and expenses including the lowest transportation costs as if the officer had travelled by public carrier. The public carrier costs will be the lowest available when the officer was notified in writing or by electronic format by the Employer that the officer had to attend a training course.

**ARTICLE 23**

**SHIFT AND WEEKEND PREMIUMS**

**23.01** An officer working rotating or irregular shifts will receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, during the period between 16:00 and 08:00 local time.

**23.02**

- (a) Officers shall receive an additional premium of two dollars (\$2.00) per hour for work on a Saturday and/or Sunday for hours worked as stipulated in (b) below.
- (b) Weekend premium shall be payable for all hours worked, including overtime hours, on Saturday and/or Sunday.
- (c) Weekend premium is not applicable to persons employed on a casual or temporary basis for a period of less than three (3) months, as defined in the *Public Service Labour Relations Act*.

**ARTICLE 24**  
**CALL-BACK PAY**

**24.01** If an officer is called back to work:

- (a) on a designated paid holiday which is not his scheduled day of work,  
or
- (b) on his day of rest,  
or
- (c) after he has completed his work for the day and has left his place of work,

and returns to work he shall be entitled to the greater of:

- (i) the appropriate compensation as specified in Article 20 or Article 21, whichever is applicable, for any time worked,  
or
- (ii) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back to maximum of eight (8) hours compensation in an eight (8) hour period. Such maximum shall include any reporting pay pursuant to Article 25.

**24.02** When an officer is called back to work under the conditions described in clause 24.01, and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance at the rate normally paid to an officer when authorized by the Employer to use his automobile when the officer travels by means of his own automobile,  
or
- (b) out-of-pocket expenses for other means of commercial transportation.

**24.03** Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than his normal place of

work, time spent by an officer reporting to work or returning to his residence shall not constitute time worked.

**ARTICLE 25**  
**REPORTING PAY**

**25.01** When an officer is required to report and reports to work

(a) on a designated paid holiday which is not his scheduled day of work,

or

(b) on his day of rest,

he is entitled to a minimum of four (4) hours' pay at the hourly rate of pay.

**25.02** When an officer reports to work under the conditions described in clause 25.01, and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:

(a) mileage allowance at the rate normally paid to an officer when authorized by the Employer to use his automobile when the officer travels by means of his own automobile,

or

(b) out-of-pocket expenses for other means of commercial transportation.

**25.03** Payments provided under Article 24, Call-Back Pay, and Article 25, Reporting Pay, shall not be pyramided; that is an officer shall not receive more than one compensation for the same service.

**25.04** Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than his normal place of work, time spent by an officer reporting to work or returning to his residence shall not constitute time worked.

## **ARTICLE 26**

### **STANDBY**

**26.01** Where the Employer requires an officer to be available on standby during off-duty hours, such officer shall be entitled to a standby payment of thirteen dollars (\$13) for each eight (8) consecutive hours or portion thereof that he is designated as being on standby.

**26.02** An officer designated by letter or by list for standby duty shall be available during his period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating officers for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

**26.03** No standby payment shall be granted if an officer is unable to report for duty when required.

**26.04** An officer on standby who is called in to work and who reports for work shall be compensated in accordance with the call-back provisions of this Agreement.

## **ARTICLE 27**

### **SEVERANCE PAY**

**27.01** Under the following circumstances and subject to clause 27.02, an officer shall receive severance benefits calculated on the basis of his weekly rate of pay:

(a) **Lay-Off**

- (i) On the first (1st) lay-off after June 6, 1969, two (2) weeks' pay for the first (1st) complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365.
- (ii) On second or subsequent lay-off after June 6, 1969, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of



continuous employment divided by 365, less any period in respect of which the officer was granted severance pay under 27.01 above (a)(i) above.

(b) **Resignation**

On resignation, subject to paragraph 27.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) **Rejection on Probation**

On rejection on probation, when an officer has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay.

(d) **Retirement**

On retirement, when an officer is entitled to an immediate annuity under the *Public Service Superannuation Act* or when he is entitled to an immediate annual allowance under the *Public Service Superannuation Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of thirty (30) weeks.

(e) **Death**

If an officer dies, there shall be paid to his estate, one (1) week's pay for each complete year of continuous employment to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

(f) **Termination for Cause for Reasons of Incapacity**

When an officer has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to paragraph 12(1)(e) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

**27.02** The period of continuous employment used in the calculation of severance benefits payable to an officer under this article shall be reduced by any

period of continuous employment in respect of which the officer was already granted severance pay, retiring leave, rehabilitation leave or cash gratuity in lieu thereof 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.

**27.03** The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the officer is entitled for the classification prescribed in his certificate of appointment on the date of the termination of his employment.

## **ARTICLE 28**

### **PAY ADMINISTRATION**

**28.01** Except as provided in clauses 28.02, 28.03, 28.04 and 28.05, the terms and conditions governing the application of pay to officers are not affected by this Agreement.

**28.02** An officer is entitled to be paid for services rendered at:

- (a) the pay specified in Appendix “A” for the classification of the position to which he is appointed, if the classification coincides with that prescribed in his certificate of appointment,

or

- (b) the pay specified in Appendix “A” for the classification prescribed in his certificate of appointment, if that classification and the classification of the position to which he is appointed do not coincide.

**28.03** When an officer is required by the Employer to perform the duties of a higher classification level on an acting basis for a period of at least one (1) working day he shall be paid acting pay calculated from the day on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts.

**28.04** If, during the term of this Agreement, a new classification standard is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Union the rates of pay and the rules affecting the pay of officers on their movement to the new levels.

**28.05** If an officer dies, the salary due to him on the last working day preceding his death, shall continue to accrue to the end of the month in which he dies. Salary so accrued which has not been paid to the officer as at the date of his death shall be paid to his estate.

**28.06** The increment period for officers paid in the scale of rates for the RO-00 level is six (6) months. The increment period for officers paid in the scale of rates for levels RO-1 through RO-6 inclusive is one (1) year.

**28.07** The pay increment date for an officer, appointed on or after date of signing of this Collective Agreement, to a position in the bargaining unit upon promotion, demotion or from outside the public service, shall be the anniversary date of such appointment. The anniversary date for an officer who was appointed to a position in the bargaining unit prior to the signing date of this Collective Agreement remains unchanged

**28.08**

- (a) The rates of pay set forth in Appendix "A" shall become effective on the dates specified.
- (b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement, the following shall apply:
  - (i) "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed;
  - (ii) a retroactive upward revision in rates of pay shall apply to officers, former officers or in the case of death, the estates of former officers who were officers in the groups identified in Article 8 of this Agreement 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 officer 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 28.08(b) for one dollar (\$1.00) or less.

**28.09** Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

**28.10** Only rates of pay and compensation for overtime which has been paid to an officer during the retroactive period will be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the officer.

**28.11** An officer whose employment is terminated voluntarily or involuntarily other than by reason of retirement or lay-off during the retroactive period and who is re-employed during the retroactive period and is an officer on the date of signing of this Collective Agreement shall only be entitled to retroactive pay from the date of commencement of the officer's most recent period of employment during the retroactive period.

**28.12** Notwithstanding clause 28.10 an officer whose employment terminates during the retroactive period because of completion of the term for which the officer is appointed and who becomes re-employed and is an officer on the date of signing of this Collective Agreement shall be entitled to retroactive pay for any period of employment during the retroactive period.

**ARTICLE 29**  
**EDUCATION LEAVE WITHOUT PAY AND**  
**CAREER DEVELOPMENT LEAVE WITH PAY**

**Education Leave Without Pay**

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

**29.02** At the Employer's discretion, an officer on education leave without pay under this article may receive an allowance in lieu of salary of up to one hundred per cent (100%) of his annual rate of pay as provided for in Appendix "B", of this Agreement, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the officer receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

**29.03** Allowances already being received by the officer may at the discretion of the Employer be continued during the period of the education leave. The officer shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

**29.04** As a condition of the granting of education leave without pay an officer shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

If the officer:

- (a) fails to complete the course;
- (b) does not resume employment with the Employer on completion of the course;

or

- (c) ceases to be employed, except by reason of death or lay-off, before termination of the period he has undertaken to serve after completion of the course;

he shall repay the Employer all allowances paid to him under this article during the education leave or such lesser sum as shall be determined by the Employer.

### **Career Development Leave With Pay**

#### **29.05**

- (a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
  - (i) a course given by the Employer;
  - (ii) a course offered by a recognized academic institution;
  - (iii) a seminar, convention or study session in a specialized field directly related to the officer's work.
- (b) Upon written application by the officer, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in paragraph 29.05(a) above. The officer shall receive no compensation under Article 21, Hours of Work and Overtime, and Article 22, Travelling, during time spent on career development leave provided for in this clause.
- (c) Officers on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

### **Examination Leave With Pay**

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

**ARTICLE 30**

**USE OF OFFICER-OWNED MOTOR VEHICLES**

**30.01** Unless it is a requirement of the officer's job, or unless by prior agreement in writing between the officer and management, no officer shall be required by the Employer to use his privately-owned motor vehicle on government business.

**ARTICLE 31**

**ILLEGAL STRIKES**

**31.01** The *Public Service Labour Relations Act* provides penalties for engaging in illegal strikes. Disciplinary action, which may include penalties up to and including discharge, may also be taken for participation in an illegal strike as defined in the *Public Service Labour Relations Act*.

**ARTICLE 32**

**OFFICERS ON INDUSTRIAL PREMISES**

**32.01** If officers whose normal duties are performed on the premises of industrial employers are prevented from performing their duties because of a strike or lock-out on the industrial employers' premises, the officers shall report the matter to the Employer and the Employer will consider measures designed to ensure that, so long as work is available, the officers affected are not denied regular pay and benefits to which they would normally be entitled.

**ARTICLE 33**

**SAFETY AND HEALTH**

**33.01** The Employer shall continue to make all reasonable provisions for the occupational safety and health of officers. The Employer welcomes suggestions on this subject, and to this end encourages the formation of safety and health committees at appropriate locations in government departments. Where such a committee is formed, it may encompass one or all bargaining units at the location at the discretion of the Employer. The composition of the Committee, which shall be composed of personnel employed at the location, will be determined locally through consultation between management and local union representatives. The

Committee shall meet as required to consult and make recommendations on matters of occupational health and safety; within the scope of the policies, procedures and standards prescribed by the Employer, and which are designed or intended to prevent or reduce the risk of occupational injury and illness.

## **\*\*ARTICLE 34**

### **GRIEVANCE PROCEDURE**

**34.01** 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.

**34.02** The parties recognize the value of informal discussion between officers and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When the parties avail themselves of an informal conflict management system established pursuant to section 207 of the PSLRA, the time limits prescribed in the Article 34 Grievance Procedure are suspended until either party gives the other notice in writing to the contrary.

**34.03** 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.

**34.04** The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the officer and, where appropriate, the Union Representative.

**34.05** Where the provisions of clauses 34.07, 34.24 or 34.38 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.



**34.06** 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**

**34.07** An officer who wishes to present a grievance at any prescribed level in the grievance procedure shall transmit this grievance to the officer'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 officer with a receipt stating the date on which the grievance was received by him.

### **34.08** Presentation of grievance

- (1) Subject to subsections (2) to (7), an officer is entitled to present an individual grievance if he or she feels aggrieved
  - (a) by the interpretation or application, in respect of the officer, 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 officer 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 officer may not present an individual grievance in respect of the right to equal pay for work of equal value.

- (4) An officer may not present an individual grievance relating to the interpretation or application, in respect of the officer, of a provision of a collective agreement or an arbitral award unless the officer 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 officer 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 officer who avails himself or herself of the complaint procedure is precluded from presenting an individual grievance under this Act.
- (6) An officer 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.

**34.09** 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.

**34.10** Representatives

- (a) The Employer shall designate a representative at each level in the grievance procedure and shall inform each officer 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 officers by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the officers to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Union.

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

**34.12** An officer may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 34.07, 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.

**34.13** An officer 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 officer, within ten (10) days after that decision or offer for settlement has been conveyed in writing to the officer by the Employer,

or

- (b) where the Employer has not conveyed a decision to the officer within the time prescribed in clause 34.14, within twenty-five (25) days after he presented the grievance at the previous level.

**34.14** The Employer shall normally reply to an officer'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.

**34.15** Where an officer has been represented by the Union in the presentation of his grievance, the Employer will provide the Union 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 officer.

**34.16** 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*.

**34.17** 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 officer, and, where applicable, the Union.

**34.18** Where the Employer demotes or terminates an officer 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,

**34.19** An officer may by written notice to his immediate supervisor or officer-in-charge withdraw a grievance.

**34.20** Any officer 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.

**34.21** No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an officer to abandon his grievance or refrain from exercising his right to present a grievance, as provided in this Collective Agreement.

**34.22** Reference to Adjudication

- (1) An officer 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 officer's satisfaction if the grievance is related to
  - (a) the interpretation or application in respect of the officer 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 officer who presented the grievance.

**34.23** Before referring an individual grievance related to matters referred to in paragraph 34.22(1)(a), the officer must obtain the approval of his or her bargaining agent to represent him or her in the adjudication proceedings.

### **Group Grievances**

**34.24** The Union 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 bargaining agent with a receipt stating the date on which the grievance was received by him.

**34.25** Presentation of Group Grievance

- (1) The bargaining agent for a bargaining unit may present to the employer a group grievance on behalf of officers in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those officers, of a provision of a collective agreement or an arbitral award.
- (2) In order to present the grievance, the bargaining agent must first obtain the consent of each of the officers concerned in the form provided for by the regulations. The consent of an officer is valid only in respect of the particular group grievance for which it is obtained.
- (3) The group grievance must relate to officers in a single portion of the federal public administration.
- (4) A bargaining agent 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), a bargaining agent may not present a group grievance in respect of the right to equal pay for work of equal value.
- (6) If an officer has, in respect of any matter, availed himself or herself of a complaint procedure established by a policy of the employer, the bargaining agent may not include that officer as one on whose behalf it presents a group grievance in respect of that matter if the policy expressly provides that an officer who avails himself or herself of the complaint procedure is precluded from participating in a group grievance under this article.
- (7) A bargaining agent 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.

**34.26** 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.

**34.27** The Employer shall designate a representative at each level in the grievance procedure and shall inform the Union 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. The employer shall notify the Union of this information.

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

**34.29** The Union may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 34.24, no later than the twenty-fifth (25th) day after the earlier of the day on which the aggrieved officers received notification and the day on which they had knowledge of any act, omission or other matter giving rise to the group grievance.

**34.30** The Union 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 Union, within ten (10) days after that decision or offer for settlement has been conveyed in writing to the Union by the Employer,

or

- (b) where the Employer has not conveyed a decision to the Union within the time prescribed in clause 34.31, within twenty-five (25) days after the Union presented the grievance at the previous level.

**34.31** The Employer shall normally reply to the Union'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.

**34.32** 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 Union.

**34.33** The Union may by written notice to officer-in-charge withdraw a grievance.

**34.34** Opting out of a group Grievance

- (1) An officer 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 Union that the officer no longer wishes to be involved in the group grievance.
- (2) After receiving the notice, the bargaining agent may not pursue the grievance in respect of the officer.

**34.35** The Union 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.

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

**34.37** Reference to Adjudication

- (1) The bargaining agent 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

**34.38** The Employer and the Union may present a grievance at the 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 Union or the Employer, as the case may be, authorized to deal with the grievance,  
  
and
- (b) provide the Union or the Employer, as the case may be, with a receipt stating the date on which the grievance was received by him.

### **34.39** Presentation of Policy Grievance

- (1) The employer and a bargaining agent 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 a bargaining agent 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 a bargaining agent may present a policy grievance in respect of the right to equal pay for work of equal value.
- (4) A bargaining agent 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.

**34.40** Neither the Employer nor the Union may present a grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the *Canadian Human Rights Act*.

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

**34.42** The Employer and the Union 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.

**34.43** The Employer and the Union may present a grievance in the manner prescribed in clause 34.38, 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.

**34.44** The Employer and the Union shall normally reply to the grievance within sixty (60) days when the grievance is presented.

**34.45** The Employer or the Union, as the case may be, may by written notice to officer-in-charge abandon a grievance.

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

**34.47** 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).

**Expedited Adjudication**

**34.48** The parties agree that any adjudicable grievance may be referred to the following expedited adjudication process:

- (a) At the request of either party, a grievance that has been referred to adjudication may be dealt with through Expedited Adjudication with the consent of both parties.
- (b) When the parties agree that a particular grievance will proceed through Expedited Adjudication, the Union will submit to the PSLRB the consent form signed by the grievor or the bargaining agent.
- (c) The parties may proceed with or without an Agreed Statement of Facts. When the parties arrive at an Agreed Statement of Facts it will be submitted to the PSLRB or to the Adjudicator at the hearing.
- (d) No witnesses will testify.
- (e) The Adjudicator will be appointed by the PSLRB from among its members who have had at least three (3) years experience as a member of the Board.
- (f) Each Expedited Adjudication session will take place in Ottawa, unless the parties and the PSLRB agree otherwise. The cases will be scheduled jointly by the parties and the PSLRB, and will appear on the PSLRB schedule.
- (g) The Adjudicator will make an oral determination at the hearing, which will be recorded and initialled by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.
- (h) The Adjudicator's determination will be final and binding on all the parties, but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.

**ARTICLE 35**  
**JOINT CONSULTATION**

**35.01** The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.

**35.02** Within five (5) days of notification of consultation served by either party, the Union shall notify the Employer in writing of the representative authorized to act on behalf of the Union for consultation purposes.

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**35.03** Without prejudice to the position the Employer or the Union may wish to take in future about the desirability of having the subjects dealt with by provisions of collective agreements, the following subjects, as they affect officers covered by this Agreement, shall be regarded as appropriate subjects of consultation involving the Employer and the Union during the term of this Agreement:

- (a) Pay administration
- (b) Relocation directive
- (c) Insurance for long-term disability
- (d) Training
- (e) Cafeterias, mobile canteens, washrooms, restrooms, showers, locker facilities and recreational facilities
- (f) Parking privileges
- (g) Payment of school fees and costs of transportation to school for children of officers
- (h) Provision of uniforms and protective clothing
- (i) Provision to the Union of departmental manuals and Employer directives
- (j) Technological change and reduction in work force, including measures to deal with their effect on officers

- (k) Isolated Posts and Government Housing Directive
- (l) Travel Directive
- (m) Foreign Service Directive
- (n) Employer's share of premium payments for GSMIP, Provincial and Supplementary Hospital Insurance.

**35.04** With respect to the subjects listed in clause 35.03, the Employer agrees that new policies will not be introduced and existing regulations or directives will not be cancelled or amended by the Treasury Board in such a way as to affect officers covered by this Agreement until such time as the Union has been given a reasonable opportunity to consider and to consult on the Employer's proposals.

**35.05** Wherever possible, the Employer shall consult with representatives of the Union at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

#### **Consultation Committees**

**35.06** To facilitate discussions on matters of mutual interest outside the terms of the collective agreement the Employer will recognize a National Radio Operations Group Committee and Regional Radio Operations Group Committees of the Union for the purpose of consulting with management. Representation at such meetings will be limited to three (3) representatives from each party.

**35.07** Meetings of these Committees will be held on the Employer's premises.

**35.08** Consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote understanding, but it is expressly understood that no commitment may be made by either party on the 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.

**ARTICLE 36**  
**CONTRACTING OUT**

**36.01** The Employer will continue past practice in giving all reasonable consideration to continued employment in the public service of officers who would otherwise become redundant because work is contracted out.

**ARTICLE 37**  
**NATIONAL JOINT COUNCIL AGREEMENTS**

**37.01** 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 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 article 113 of the PSLRA.

**37.02** NJC items which may be included in a collective agreement are those items which the parties to the NJC agreements 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.

**ARTICLE 38**  
**OFFICER PERFORMANCE REVIEW AND OFFICER FILES**

**38.01** When a formal review of an officer's performance is made, the officer 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. Upon written request, a copy of the completed review form will be provided to the officer.

**38.02** The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an officer, the existence of which the officer was not aware at the time of filing, or within a reasonable period thereafter.

**38.03** Notice of disciplinary action which may have been placed on the personnel file of an officer shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

**38.04** Upon written request of an officer, the personnel file of that officer may be made available at least once per year for his examination in the presence of an authorized representative of the Employer.

**ARTICLE 39  
NOTICE OF TRANSFER**

**39.01** Where practicable, advance notice of a change in posting or a transfer from an officer's headquarters area as defined by the Employer, shall be given to an officer. Such notice shall not normally be less than two (2) months.

**ARTICLE 40  
STATEMENT OF DUTIES**

**40.01** Upon written request, an officer shall be entitled to a complete and current statement of the duties and responsibilities of his position including the position's classification level and point rating allotted by factor.

**ARTICLE 41  
AGREEMENT REOPENER CLAUSE**

**41.01** This Agreement may be amended by mutual consent.

**ARTICLE 42  
ALLOWANCES**

**On-the-Job Training Allowance**

**42.01** When an RO-1, RO-2, RO-3 or RO-4 officer in an operating station is assigned to provide on-the-job training to an RO officer who has not yet qualified to operate at that station, the trainer shall be entitled to receive three dollars (\$3.00) for each complete hour during which he provides such training.

## **ARTICLE 43**

### **NO DISCRIMINATION**

**43.01** There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an officer by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, membership or activity in the union, marital status or a conviction for which a pardon has been granted.

## **ARTICLE 44**

### **PART-TIME OFFICERS**

#### **Definition**

**44.01** Part-time officer means a person whose normal hours of work are less than those established in the Hours of Work article of this Agreement, but not less than those prescribed in the *Public Service Labour Relations Act*.

#### **General**

**44.02** Part-time officers shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work compare with the normal weekly hours of work, specified by this Agreement, of full-time officers unless otherwise specified in this Agreement.

**44.03** Part-time officers shall be paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified by this Agreement for a full-time officer.

**44.04** The days of rest provisions of this agreement apply only in a week when a part-time officer has worked five (5) days and the weekly hours specified by this Agreement.

**44.05** Leave will only be provided:

- (a) during those periods in which officers are scheduled to perform their duties;



or

(b) where it may displace other leave as prescribed by this Agreement.

### **Designated Holidays**

**44.06** A part-time officer shall not be paid for the designated holidays but shall, instead be paid four decimal two five per cent (4.25%) for all straight-time hours worked.

**44.07** When a part-time officer is required to work on a day which is prescribed as a designated paid holiday for a full-time officer in clause 20.01 of this Agreement, the officer shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by this Agreement and double time (2) thereafter.

**44.08** A part-time officer who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time officer in clause 20.01 of this Agreement, shall be paid for the time actually worked in accordance with clause 44.07, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

### **Overtime**

**44.09** Overtime means authorized work performed in excess of the normal daily or weekly hours of work, specified by this Agreement, of a full-time officer, but does not include time worked on a holiday.

**44.10** Subject to 44.09 a part-time officer who is required to work overtime shall be paid overtime as specified by this Agreement.

### **Call-Back**

**44.11** When a part-time officer meets the requirements to receive call-back pay in accordance with clause 24.01 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time officer shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

### **Reporting Pay**

**44.12** Subject to 44.04, when a part-time officer meets the requirements to receive reporting pay on a day of rest, in accordance with clause 25.01 of this Agreement, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time officer shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

### **Bereavement Leave**

**44.13** Notwithstanding clause 44.02, there shall be no prorating of a “day” in clause 19.02 - Bereavement Leave With Pay.

### **Vacation Leave**

**44.14** A part-time officer shall earn vacation leave credits for each month in which the officer receives pay for at least twice (2) the number of hours in the officer’s normal workweek, at the rate for years of service established in the vacation leave entitlement clause 29.02 specified by this Agreement, prorated and calculated as follows:

- (a) when the entitlement is six decimal two five (6.25) hours in a month, .166 multiplied by the number of hours in the officer’s workweek per month;
- (b) when the entitlement is nine decimal three seven five (9.375) hours in a month, .250 multiplied by the number of hours in the officer’s workweek per month;
- (c) when the entitlement is twelve decimal five (12.5) hours in a month, .333 multiplied by the number of hours in the officer’s workweek per month;
- (d) when the entitlement is thirteen decimal seventy-five (13.75) hours in a month, .367 multiplied by the number of hours in the officer’s workweek per month;
- (e) when the entitlement is fourteen decimal three seven five (14.375) hours in a month, .383 multiplied by the number of hours in the officer’s workweek per month;

- (f) when the entitlement is fifteen decimal six two five (15.625) hours in a month, .416 multiplied by the number of hours in the officer's workweek per month;
- (g) when the entitlement is sixteen decimal eight seven five (16.875) hours in a month, .450 multiplied by the number of hours in the officer's workweek per month;
- (h) when the entitlement is eighteen decimal seven five (18.75) hours in a month, .500 multiplied by the number of hours in the officer's workweek per month.

### **Sick Leave**

**44.15** A part-time officer shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an officer's normal workweek for each calendar month in which the officer has received pay for at least twice (2) the number of hours in the officer's normal workweek.

### **44.16 Vacation and Sick Leave Administration**

- (a) For the purposes of administration of clauses 44.14 and 44.15, where an officer does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.
- (b) An officer whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time officer.

### **Severance Pay**

**44.17** Notwithstanding the provisions of Article 27, Severance Pay, of this Agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full- and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

**ARTICLE 45**  
**SHIFT PRINCIPLE**

**45.01** It is recognized that certain full-time indeterminate officers whose hours of work are regularly scheduled on a shift basis in accordance with clause 21.03 or Appendix “E” of this Agreement and who receive Shift Premium in accordance with clause 23.01, are required to attend certain proceedings under this collective agreement as identified in clause 45.01(a) and certain other proceedings identified in clause 45.01(b) of this article which normally take place between the hours of 9 a.m. to 5 p.m. from Monday to Friday inclusive.

When such an officer is scheduled to work on the day of that proceeding and when the proceeding is not scheduled during the officer’s scheduled shift for that day and when the majority of the hours of the officer’s scheduled shift on that day do not fall between the hours of 9 a.m. to 5 p.m. upon written application by the officer, the Employer shall endeavour, where possible, to change the officer’s shift on the day of the proceeding so that the majority of the hours fall between 9 a.m. to 5 p.m. provided that operational requirements are met, there is no increase in cost to the Employer and sufficient advance notice is given by the officer.

- (a) Certain Proceedings Under this Agreement
  - (i) PSLRB Proceedings  
Clauses 18.01, 18.02, 18.04, 18.05 and 18.06
  - (ii) Personnel Section Process  
Clause 19.04
  - (iii) Contract Negotiation and Preparatory Contract Negotiation Meetings  
Clauses 18.10 and 18.11
  - (iv) Safety and Health Committees  
Clause 33.01

(b) Certain Other Proceedings

Training courses which the officer is required to attend by the Employer.

**ARTICLE 46**

**DURATION**

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

\*\*

**46.02** This Agreement shall expire on April 30, 2011.

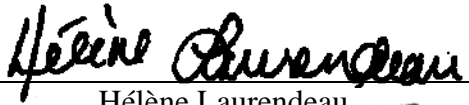
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**46.03** The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and twenty (120) days from the date of signing.

SIGNED AT OTTAWA, this 25th day of the month of June 2009.

THE TREASURY BOARD OF  
CANADA

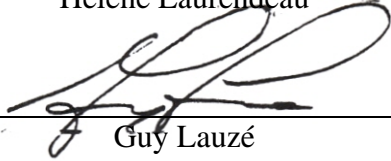
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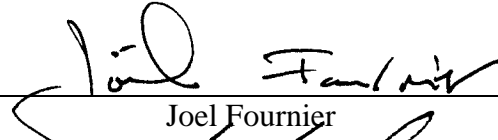
Hélène Laurendeau



Martin Grégoire



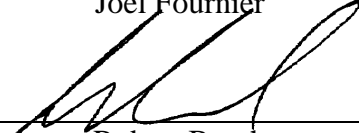
Guy Lauzé



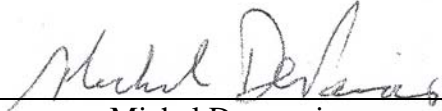
Joel Fournier



Steven Troy



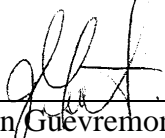
Robert Booth



Michel Desparois



Andrew Martin




Jean Guevremont



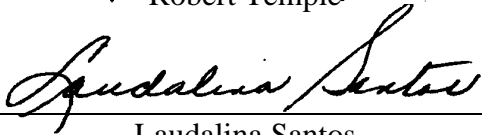
Richard Cartin



Robert Temple



Larry Le Blanc



Laudalina Santos



Eric Leukert



Chantal Hamilton

**APPENDIX "A"****RO - RADIO OPERATIONS GROUP****ANNUAL RATES OF PAY**

(in dollars)

- A) Effective May 1, 2007**  
**B) Effective May 1, 2008**  
**C) Effective May 1, 2009**  
**D) Effective May 1, 2010**

**RO-00**

From:	\$	24105	24590	25075	25541	26010	26478
To:	A	24659	25156	25652	26128	26608	27087
	B	25029	25533	26037	26520	27007	27493
	C	25404	25916	26428	26918	27412	27905
	D	25785	26305	26824	27322	27823	28324

**RO-1**

From:	\$	35382	38837	40197	41566	42931	44293
To:	A	36196	39730	41122	42522	43918	45312
	B	36739	40326	41739	43160	44577	45992
	C	37290	40931	42365	43807	45246	46682
	D	37849	41545	43000	44464	45925	47382
From:	\$	45656	47021	48386			
To:	A	46706	48102	49499			
	B	47407	48824	50241			
	C	48118	49556	50995			
	D	48840	50299	51760			

**RO-2**

From:	\$	40563	42007	43446	44891	46334	47779
To:	A	41496	42973	44445	45923	47400	48878
	B	42118	43618	45112	46612	48111	49611
	C	42750	44272	45789	47311	48833	50355
	D	43391	44936	46476	48021	49565	51110

From:	\$	49225	50669
To:	A	50357	51834
	B	51112	52612
	C	51879	53401
	D	52657	54202

**RO-3**

From:	\$	45320	46907	48498	50087	51679	53270
To:	A	46362	47986	49613	51239	52868	54495
	B	47057	48706	50357	52008	53661	55312
	C	47763	49437	51112	52788	54466	56142
	D	48479	50179	51879	53580	55283	56984

From:	\$	54861	56781	59052
To:	A	56123	58087	60410
	B	56965	58958	61316
	C	57819	59842	62236
	D	58686	60740	63170

**RO-4**

From:	\$	48970	50722	52470	54218	55966	57714
To:	A	50096	51889	53677	55465	57253	59041
	B	50847	52667	54482	56297	58112	59927
	C	51610	53457	55299	57141	58984	60826
	D	52384	54259	56128	57998	59869	61738

From:	\$	59461	61541	64003
To:	A	60829	62956	65475
	B	61741	63900	66457
	C	62667	64859	67454
	D	63607	65832	68466



**RO-4 Instructor**

From:	\$	52189	53942	55689	57437	59186	60932
To:	A	53389	55183	56970	58758	60547	62333
	B	54190	56011	57825	59639	61455	63268
	C	55003	56851	58692	60534	62377	64217
	D	55828	57704	59572	61442	63313	65180

From:	\$	62680	64762	67352
To:	A	64122	66252	68901
	B	65084	67246	69935
	C	66060	68255	70984
	D	67051	69279	72049

**RO-5**

From:	\$	52989	54909	56835	58759	60682	62602
To:	A	54208	56172	58142	60110	62078	64042
	B	55021	57015	59014	61012	63009	65003
	C	55846	57870	59899	61927	63954	65978
	D	56684	58738	60797	62856	64913	66968

From:	\$	64525	66783	69454
To:	A	66009	68319	71051
	B	66999	69344	72117
	C	68004	70384	73199
	D	69024	71440	74297

**RO-6**

From:	\$	58538	60778	63018	65260	67503	69744
To:	A	59884	62176	64467	66761	69056	71348
	B	60782	63109	65434	67762	70092	72418
	C	61694	64056	66416	68778	71143	73504
	D	62619	65017	67412	69810	72210	74607

From:	\$	71986	74506	77487
To:	A	73642	76220	79269
	B	74747	77363	80458
	C	75868	78523	81665
	D	77006	79701	82890

**\*\* PAY NOTES**

**RO-4 Instructor**

- (a) Only the employees performing the duties of instructor at the MCTS department at the Canadian Coast Guard College are paid according to the RO-04 Instructor rates of pay.

**PAY ADJUSTMENT ADMINISTRATION**

- (a) All employees shall, on the relevant effective dates, be paid in the A, B, C and D scales of rates shown immediately below the employee's former rate of pay.

**APPENDIX "A-1"**

**RO - RADIO OPERATIONS GROUP**  
**WEEKLY, DAILY AND HOURLY**  
**RATES OF PAY**  
(in dollars)

**Effective May 1, 2007****RO-00**

Weekly:	472.61	482.14	491.64	500.77	509.97
Daily:	94.52	96.43	98.33	100.15	101.99
Hourly:	12.60	12.86	13.11	13.35	13.60

Weekly:	519.15
Daily:	103.83
Hourly:	13.84

**RO-1**

Weekly:	693.73	761.46	788.14	814.97	841.73
Daily:	138.75	152.29	157.63	162.99	168.35
Hourly:	18.50	20.31	21.02	21.73	22.45

Weekly:	868.45	895.16	921.92	948.69
Daily:	173.69	179.03	184.38	189.74
Hourly:	23.16	23.87	24.58	25.30

**RO-2**

Weekly:	795.31	823.62	851.83	880.16	908.46
Daily:	159.06	164.72	170.37	176.03	181.69
Hourly:	21.21	21.96	22.72	23.47	24.23

Weekly:	936.79	965.14	993.45
Daily:	187.36	193.03	198.69
Hourly:	24.98	25.74	26.49

**RO-3**

Weekly:	888.57	919.69	950.88	982.04	1013.26
Daily:	177.71	183.94	190.18	196.41	202.65
Hourly:	23.70	24.53	25.36	26.19	27.02

Weekly:	1044.45	1075.65	1113.29	1157.81
Daily:	208.89	215.13	222.66	231.56
Hourly:	27.85	28.68	29.69	30.87

**RO-4**

Weekly:	960.13	994.50	1028.77	1063.04	1097.31
Daily:	192.03	198.90	205.75	212.61	219.46
Hourly:	25.60	26.52	27.43	28.35	29.26

Weekly:	1131.57	1165.84	1206.61	1254.89
Daily:	226.31	233.17	241.32	250.98
Hourly:	30.18	31.09	32.18	33.46

**RO-4 Instructor**

Weekly:	1023.25	1057.63	1091.88	1126.15	1160.44
Daily:	204.65	211.53	218.38	225.23	232.09
Hourly:	27.29	28.20	29.12	30.03	30.95

Weekly:	1194.67	1228.96	1269.78	1320.55
Daily:	238.93	245.79	253.96	264.11
Hourly:	31.86	32.77	33.86	35.21

**RO-5**

Weekly:	1038.95	1076.59	1114.34	1152.06	1189.78
Daily:	207.79	215.32	222.87	230.41	237.96
Hourly:	27.71	28.71	29.72	30.72	31.73

Weekly:	1227.42	1265.12	1309.40	1361.76
Daily:	245.48	253.02	261.88	272.35
Hourly:	32.73	33.74	34.92	36.31

**RO-6**

Weekly:	1147.73	1191.66	1235.57	1279.53	1323.52
Daily:	229.55	238.33	247.11	255.91	264.70
Hourly:	30.61	31.78	32.95	34.12	35.29
Weekly:	1367.45	1411.42	1460.82	1519.26	
Daily:	273.49	282.28	292.16	303.85	
Hourly:	36.47	37.64	38.96	40.51	

**APPENDIX "A-2"**

**RO - RADIO OPERATIONS GROUP**  
**WEEKLY, DAILY AND HOURLY**  
**RATES OF PAY**  
(in dollars)

**Effective May 1, 2008****RO-00**

Weekly:	479.70	489.36	499.02	508.28	517.61
Daily:	95.94	97.87	99.80	101.66	103.52
Hourly:	12.79	13.05	13.31	13.55	13.80

Weekly:	526.93
Daily:	105.39
Hourly:	14.05

**RO-1**

Weekly:	704.14	772.88	799.97	827.20	854.36
Daily:	140.83	154.58	159.99	165.44	170.87
Hourly:	18.78	20.61	21.33	22.06	22.78

Weekly:	881.48	908.60	935.76	962.91
Daily:	176.30	181.72	187.15	192.58
Hourly:	23.51	24.23	24.95	25.68

**RO-2**

Weekly:	807.23	835.98	864.61	893.36	922.09
Daily:	161.45	167.20	172.92	178.67	184.42
Hourly:	21.53	22.29	23.06	23.82	24.59

Weekly:	950.84	979.61	1008.36
Daily:	190.17	195.92	201.67
Hourly:	25.36	26.12	26.89

**RO-3**

Weekly:	901.89	933.49	965.14	996.78	1028.46
Daily:	180.38	186.70	193.03	199.36	205.69
Hourly:	24.05	24.89	25.74	26.58	27.43

Weekly:	1060.10	1091.79	1129.98	1175.18
Daily:	212.02	218.36	226.00	235.04
Hourly:	28.27	29.11	30.13	31.34

**RO-4**

Weekly:	974.53	1009.41	1044.20	1078.98	1113.77
Daily:	194.91	201.88	208.84	215.80	222.75
Hourly:	25.99	26.92	27.85	28.77	29.70

Weekly:	1148.55	1183.32	1224.70	1273.71
Daily:	229.71	236.66	244.94	254.74
Hourly:	30.63	31.56	32.66	33.97

**RO-4 Instructor**

Weekly:	1038.60	1073.50	1108.27	1143.04	1177.84
Daily:	207.72	214.70	221.65	228.61	235.57
Hourly:	27.70	28.63	29.55	30.48	31.41

Weekly:	1212.59	1247.39	1288.83	1340.37
Daily:	242.52	249.48	257.77	268.07
Hourly:	32.34	33.26	34.37	35.74

**RO-5**

Weekly:	1054.53	1092.74	1131.06	1169.35	1207.62
Daily:	210.91	218.55	226.21	233.87	241.52
Hourly:	28.12	29.14	30.16	31.18	32.20

Weekly:	1245.84	1284.10	1329.04	1382.19
Daily:	249.17	256.82	265.81	276.44
Hourly:	33.22	34.24	35.44	36.86

**RO-6**

Weekly:	1164.94	1209.54	1254.10	1298.72	1343.38
Daily:	232.99	241.91	250.82	259.74	268.68
Hourly:	31.07	32.25	33.44	34.63	35.82
Weekly:	1387.96	1432.59	1482.73	1542.05	
Daily:	277.59	286.52	296.55	308.41	
Hourly:	37.01	38.20	39.54	41.12	



**APPENDIX "A-3"**

**RO - RADIO OPERATIONS GROUP**  
**WEEKLY, DAILY AND HOURLY**  
**RATES OF PAY**  
(in dollars)

**Effective May 1, 2009****RO-00**

Weekly:	486.89	496.70	506.52	515.91	525.38
Daily:	97.38	99.34	101.30	103.18	105.08
Hourly:	12.98	13.25	13.51	13.76	14.01

Weekly:	534.82
Daily:	106.96
Hourly:	14.26

**RO-1**

Weekly:	714.70	784.48	811.96	839.60	867.18
Daily:	142.94	156.90	162.39	167.92	173.44
Hourly:	19.06	20.92	21.65	22.39	23.12

Weekly:	894.70	922.22	949.79	977.37
Daily:	178.94	184.44	189.96	195.47
Hourly:	23.86	24.59	25.33	26.06

**RO-2**

Weekly:	819.34	848.51	877.59	906.76	935.93
Daily:	163.87	169.70	175.52	181.35	187.19
Hourly:	21.85	22.63	23.40	24.18	24.96

Weekly:	965.10	994.31	1023.48
Daily:	193.02	198.86	204.70
Hourly:	25.74	26.51	27.29

**RO-3**

Weekly:	915.42	947.50	979.61	1011.73	1043.89
Daily:	183.08	189.50	195.92	202.35	208.78
Hourly:	24.41	25.27	26.12	26.98	27.84

Weekly:	1076.01	1108.15	1146.93	1192.81
Daily:	215.20	221.63	229.39	238.56
Hourly:	28.69	29.55	30.58	31.81

**RO-4**

Weekly:	989.15	1024.55	1059.86	1095.16	1130.48
Daily:	197.83	204.91	211.97	219.03	226.10
Hourly:	26.38	27.32	28.26	29.20	30.15

Weekly:	1165.79	1201.07	1243.08	1292.82
Daily:	233.16	240.21	248.62	258.56
Hourly:	31.09	32.03	33.15	34.48

**RO-4 Instructor**

Weekly:	1054.18	1089.60	1124.89	1160.19	1195.51
Daily:	210.84	217.92	224.98	232.04	239.10
Hourly:	28.11	29.06	30.00	30.94	31.88

Weekly:	1230.78	1266.10	1308.17	1360.47
Daily:	246.16	253.22	261.63	272.09
Hourly:	32.82	33.76	34.88	36.28

**RO-5**

Weekly:	1070.34	1109.13	1148.02	1186.89	1225.74
Daily:	214.07	221.83	229.60	237.38	245.15
Hourly:	28.54	29.58	30.61	31.65	32.69

Weekly:	1264.53	1303.36	1348.97	1402.92
Daily:	252.91	260.67	269.79	280.58
Hourly:	33.72	34.76	35.97	37.41

**RO-6**

Weekly:	1182.42	1227.69	1272.92	1318.19	1363.52
Daily:	236.48	245.54	254.58	263.64	272.70
Hourly:	31.53	32.74	33.94	35.15	36.36

Weekly:	1408.77	1454.08	1504.96	1565.18
Daily:	281.75	290.82	300.99	313.04
Hourly:	37.57	38.78	40.13	41.74

**APPENDIX "A-4"**

**RO - RADIO OPERATIONS GROUP  
WEEKLY, DAILY AND HOURLY  
RATES OF PAY**

(in dollars)

**Effective May 1, 2010****RO-00**

Weekly:	494.19	504.16	514.11	523.65	533.25
Daily:	98.84	100.83	102.82	104.73	106.65
Hourly:	13.18	13.44	13.71	13.96	14.22

Weekly:	542.85
Daily:	108.57
Hourly:	14.48

**RO-1**

Weekly:	725.41	796.25	824.13	852.19	880.19
Daily:	145.08	159.25	164.83	170.44	176.04
Hourly:	19.34	21.23	21.98	22.73	23.47

Weekly:	908.12	936.06	964.03	992.03
Daily:	181.62	187.21	192.81	198.41
Hourly:	24.22	24.96	25.71	26.45

**RO-2**

Weekly:	831.63	861.24	890.75	920.37	949.96
Daily:	166.33	172.25	178.15	184.07	189.99
Hourly:	22.18	22.97	23.75	24.54	25.33

Weekly:	979.57	1009.22	1038.83
Daily:	195.91	201.84	207.77
Hourly:	26.12	26.91	27.70

**RO-3**

Weekly:	929.14	961.73	994.31	1026.91	1059.55
Daily:	185.83	192.35	198.86	205.38	211.91
Hourly:	24.78	25.65	26.51	27.38	28.25

Weekly:	1092.15	1124.77	1164.14	1210.71
Daily:	218.43	224.95	232.83	242.14
Hourly:	29.12	29.99	31.04	32.29

**RO-4**

Weekly:	1003.99	1039.92	1075.74	1111.58	1147.44
Daily:	200.80	207.98	215.15	222.32	229.49
Hourly:	26.77	27.73	28.69	29.64	30.60

Weekly:	1183.26	1219.09	1261.73	1312.21
Daily:	236.65	243.82	252.35	262.44
Hourly:	31.55	32.51	33.65	34.99

**RO-4 Instructor**

Weekly:	1069.99	1105.95	1141.75	1177.59	1213.45
Daily:	214.00	221.19	228.35	235.52	242.69
Hourly:	28.53	29.49	30.45	31.40	32.36

Weekly:	1249.23	1285.09	1327.79	1380.88
Daily:	249.85	257.02	265.56	276.18
Hourly:	33.31	34.27	35.41	36.82

**RO-5**

Weekly:	1086.40	1125.77	1165.23	1204.69	1244.12
Daily:	217.28	225.15	233.05	240.94	248.82
Hourly:	28.97	30.02	31.07	32.13	33.18

Weekly:	1283.50	1322.91	1369.21	1423.97
Daily:	256.70	264.58	273.84	284.79
Hourly:	34.23	35.28	36.51	37.97

**RO-6**

Weekly:	1200.15	1246.11	1292.01	1337.97	1383.97
Daily:	240.03	249.22	258.40	267.59	276.79
Hourly:	32.00	33.23	34.45	35.68	36.91
Weekly:	1429.91	1475.89	1527.54	1588.66	
Daily:	285.98	295.18	305.51	317.73	
Hourly:	38.13	39.36	40.73	42.36	

**MEMORANDA OF UNDERSTANDING**

The following Appendices B, C, D, E and F shall be effective on the date of signature of this collective agreement.

**APPENDIX "B"**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TREASURY BOARD OF CANADA  
AND  
THE CAW LOCAL 2182  
IN RESPECT OF  
THE ADMINISTRATION OF  
DESIGNATED PAID HOLIDAYS  
FOR CERTAIN OPERATING OFFICERS**

This is to confirm an understanding reached between the Employer and the Union with respect to the administration of Designated Paid Holidays as stipulated in Article 20.07 of the collective agreement for certain Operating officers.

Article 20.07(a) stipulates as follows:

On April 1st of each year each officer shall be credited with one hundred and thirty-two (132) hours in lieu ("lieu hours") of designated holidays;

The parties agree that the value of a single designated holiday is to be calculated by dividing the total number of annual lieu hours by the total number of holidays in a year ( $132 / 11 = 12$  hours).

Operating officers on leave without pay, educational leave or under a suspension:

For Operating officers who are on leave without pay, educational leave or under a suspension, twelve (12) hours will be deducted from the bank of "lieu" hours for each holiday which occurs during the period of leave without pay, educational leave or suspension, in accordance with the value of a single designated paid holiday as established in the above paragraph.

Seasonal Officers:

Based on the above formula, seasonal officers will be credited with twelve (12) hours in their lieu hours bank for each designated paid holiday which occurs



during their period of seasonal employment. For each lieu day subsequently taken, the officer's bank will be deducted on the basis of the officer's regularly scheduled hours of work.

**Operating officers temporarily assigned to Non-Operational duties:**

For Operating officers who are temporarily assigned to Non-Operating positions and who are thereby in a position to enjoy the designated paid holiday, twelve (12) hours will be deducted from the bank of "lieu" hours for each holiday during the temporary assignment, in accordance with the value of a single designated paid holiday as established in the above paragraph. Non-Operating Radio Operators who are temporarily assigned operational duties will be credited with twelve (12) lieu hours for each holiday occurring during their assignment to operational duties.

**APPENDIX "C"**

**SPECIAL PROVISION  
INSTRUCTORS**

This is to confirm an understanding reached between the Employer and the Union with respect to officers who perform the duties of an instructor at the Canadian Coast Guard College, Sydney, Nova Scotia.

Notwithstanding the provisions of this collective agreement, the following shall apply to officers who perform the duties of an instructor at the Canadian Coast Guard College, Sydney, Nova Scotia.

**Article 21 - Hours of Work and Overtime**

Instructors shall not be required to provide classroom or similar instruction in excess of an average of twenty (20) hours per week, averaged over a four (4) month period.

**Pedagogical Break - Canadian Coast Guard College**

Instructors shall be granted a pedagogical break which will include all calendar days between December 25 and January 2, inclusively. During this period, instructors are entitled to thirty (30) hours of leave with pay, in addition to three (3) designated paid holidays, as provided for under clause 20.01 of this Agreement.

Should January 2 coincide with an instructor's day of rest or with a day to which a designated paid holiday has been moved, this day shall be moved to the instructors first scheduled working day following the pedagogical break.

If an instructor performs authorized work during the pedagogical break on a day other than a designated paid holiday or a normal day of rest, the instructor shall receive compensation based on his or her normal daily rate of pay, in addition to his or her usual pay for the day.

**APPENDIX "D"**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE TREASURY BOARD OF CANADA  
AND  
THE CAW LOCAL 2182  
FOR THE  
NON-OPERATING OFFICERS OF  
THE RADIO OPERATIONS GROUP**

The Employer and the Union agree that for those officers to whom the provisions of clause 02 of Article 21, Hours of Work, apply, the provisions of the collective agreement which specifies days shall be converted to hours. Where the collective agreement refers to a "day", it shall be converted to seven decimal five (7.5) hours.

For greater certainty, the following provisions shall be administered as provided herein:

For the purposes of this Memorandum of Agreement "calendar week" means the one hundred and sixty-eight (168) hour period commencing at 00:01 Sunday and terminating at 24:00 Saturday.

**Article 2 - Interpretation and Definitions**

Clause (e) "daily rate of pay" - shall not apply.

**Article 15 - Leave - General**

Officers shall have their accrued days of vacation, sick and lieu day credits converted to hours of credits by multiplying the number of days by seven decimal five (7.5). When an officer ceases to be subject to this Memorandum of Agreement his credits will be converted to days by dividing the number of hours by seven decimal five (7.5) and adjusting it upwards to the nearest half-day.

**Article 16 - Vacation Leave**

Clause 16.02 shall not apply and shall be replaced by:

**16.02 Accumulation of Vacation Leave Credits**

For each calendar month of a fiscal year in which an officer has earned pay for at least seventy-five (75) hours at his hourly rate of pay, he shall earn vacation leave credits at the rate of:

- (a) six decimal two five (6.25) hours for an officer who has completed up to one (1) year of service;
- (b) nine decimal three seven five (9.375) hours for an officer who has completed more than one (1) year of service;
- (c) twelve decimal five (12.5) hours commencing with the month in which the officer's eighth (8th) anniversary of service occurs;
- (d) thirteen decimal seventy-five (13.75) hours commencing with the month in which the officer's sixteenth (16th) anniversary of service occurs;
- (e) fourteen decimal three seven five (14.375) hours commencing with the month in which the officer's seventeenth (17th) anniversary of service occurs;
- (f) fifteen decimal six two five (15.625) hours commencing with the month in which the officer's eighteenth (18th) anniversary of service occurs;
- (g) sixteen decimal eight seven five (16.875) hours commencing with the month in which the officer's twenty-seventh (27th) anniversary of service occurs;
- (h) eighteen decimal seven five (18.75) hours commencing with the month in which the officer's twenty-eighth (28th) anniversary of service occurs;
- (i) For the purpose of clause 16.02 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 officer who receives severance pay on lay-off and is reappointed to the public service within one (1) year following the date of lay-off.

### **16.10 Leave When Employment Terminates**

When an officer dies or otherwise ceases to be employed, he or his estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave with pay to his credit by the hourly rate of pay as calculated from the classification prescribed in his certificate of appointment on the date of the termination of this employment, except that the Employer shall grant the officer any vacation leave earned but not used by him before the employment is terminated by layoff if the officer so requests because of a requirement to meet minimum service requirements for severance pay.

### **Article 17 - Sick Leave**

Clause 17.01 shall not apply and shall be replaced by:

**17.01** For each calendar month of a fiscal year in which an officer receives pay for at least seventy-five (75) hours at his hourly rate of pay, he shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours at his hourly rate of pay for each month.

Clause 17.04 shall not apply and shall be replaced by:

**17.04** Where an officer has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 17.02, sick leave with pay may, at the discretion of the Employer, be granted:

- (a) for a period of up to one hundred and eighty-seven decimal five (187.5) hours if he is awaiting a decision on an application for injury-on-duty leave,
- or
- (b) for a period of up to one hundred and twelve decimal five (112.5) hours if he has not submitted an application for injury-on-duty leave, subject to the deduction of such advanced sick leave from any sick leave credits subsequently earned.

### **Article 20 - Designated Paid Holidays**

**20.08** A designated paid holiday shall account for seven decimal five (7.5) hours only. When a designated paid holiday falls on a workday, or is moved to a workday under the provisions of clause 20.03, of an officer to whom the provisions of clause 21.02 apply, the officer shall be required to account by work

or by authorized leave with pay for thirty (30) hours at his hourly rate of pay in the calendar week in which the designated paid holidays are observed.

**20.09** When two (2) designated paid holidays fall on two (2) workdays in the same calendar week, or are moved to two (2) workdays in the same calendar week under the provisions of clause 20.03, of an officer to who, the provisions of clause 21.02 apply, the officer shall be required to account by work or buy authorized leave with pay for twenty-two decimal five (22.5) hours at his hourly rate of pay in the calendar week in which the designated paid holidays are observed.

## **Article 22 - Travelling Time**

Paragraph 22.01(b) shall not apply and shall be replaced by:

### **22.01**

- (b) On a normal working day on which he travels and works, the officer shall be paid:
  - (i) his regular pay for the day for a combined period of travel and work not exceeding his normal daily hours of work as established pursuant to clause 21.02,  
  
and
  - (ii) at the applicable overtime rate for additional travel time in excess of the period of work and travel determined in (i) above, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate in any day.

\*\*

This Memorandum of Agreement shall be effective on the date of signing and shall expire on April 30, 2011.

**APPENDIX "E"**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE TREASURY BOARD OF CANADA  
AND  
THE CAW LOCAL 2182  
IN RESPECT OF  
THE RADIO OPERATIONS GROUP BARGAINING UNIT**

The parties agree that it may be operationally advantageous to implement work schedules for operating officers that vary from clause 21.03. Accordingly, the Employer agrees to consult with the Union during the currency of this Collective Agreement in order to consider the practicability of instituting such work schedules on a trial basis.

It is further agreed that the implementation of any such variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation nor shall the Employer's right to schedule any hours of work permitted by the terms of the collective agreement be restricted.

Notwithstanding the provisions of the RO Collective Agreement, the Treasury Board and the Union agree that special hours of work arrangements may be implemented at certain work units of Department of Fisheries and Oceans where officers work on a rotating or irregular shift basis, subject to all of the following considerations:

- (a) normal scheduled hours of work must average thirty-seven decimal five (37.5) hours per week;
- (b) any special arrangement applicable to a work unit is restricted to that work unit and shall apply to all officers of the work unit;
- (c) any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the majority of officers affected;

- (d) any special arrangement shall be subject to the approval of regional management and authorized bargaining agent representative at the regional level;
- (e) where a special arrangement is not approved at the regional level, the matter shall be referred to the Employer and the bargaining agent at the headquarters level for consultation.

Where the above special arrangements are implemented the following provisions shall apply:

(1) **Article 15 - Leave - General**

Officers shall have their accrued days of vacation, sick and lieu day credits converted to hours of credits by multiplying the number of days by seven decimal five (7.5). When an officer ceases to be subject to this Memorandum of Agreement his credits will be converted to days by dividing the number of hours by seven decimal five (7.5) and adjusting it upwards to the nearest half-day.

(2) **Article 16 - Vacation Leave**

Vacation entitlements and debits shall be in accordance with the current Collective Agreement but shall be converted to hours on the basis of one (1) day equals seven decimal five (7.5) hours and one (1) week equals thirty-seven decimal five (37.5) hours. Vacation leave shall be granted on the same days of work, days of rest pattern as the normal work schedule.

(3) **Article 17 - Sick Leave**

Sick leave entitlements and debits shall be in accordance with the current Collective Agreement but shall be converted to hours on the basis of one (1) day equals seven decimal five (7.5) hours and one (1) week equals thirty-seven decimal five (37.5) hours.

(4) **Article 20 - Designated Paid Holidays**

Effective March 30, 1999 the following concerning designated holidays ceases to apply.



Where an officer works on a designated holiday he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday:

- (a) one and one-half (1 1/2) times his hourly rate of pay for the first eight (8) hours worked;
- (b) hourly rate of pay for hours in excess of the first eight (8) hours to the end of his regular scheduled hours of work;
- (c) two (2) times his hourly rate of pay for hours worked in excess of his regular scheduled hours of work;

or

Upon request, and with the approval of the Employer, he shall be granted:

- (a) seven decimal five (7.5) hours' leave with pay in lieu of the holiday;
- (b) pay at one and one-half (1 1/2) times his hourly rate of pay for the first eight (8) hours;
- (c) hourly rate of pay for hours in excess of the first eight (8) hours to the end of his regular scheduled hours of work;

and

- (d) double (2) time for hours in excess of the regular scheduled hours of work.

(5) **Article 21 - Hours of Work and Overtime**

- (a) Hours of Work

Hours of work for officers subject to this Memorandum of Agreement shall be scheduled so that officers work an average of thirty-seven decimal five (37.5) hours per week scheduled over a period not exceeding one hundred and twelve (112) days.

## (b) Overtime Compensation

Each six (6) minute period of overtime shall be compensated for at the following rates:

- (i) time and one-half (1 1/2), except as provided for in sub-paragraph (ii), (iii), (iv) or (v);
- (ii) on a scheduled normal working day for the officer, double time (2) for all hours of overtime worked in excess of eight (8) consecutive hours of overtime in any contiguous period;
- (iii) on a day of rest double (2) time for all hours worked in excess of the hours scheduled for the shift which the officer works on that day;
- (iv) double time (2) for all hours worked on a second or subsequent day of rest in an unbroken series of consecutive and contiguous days of rest, provided the officer has worked and has received time and one-half (1 1/2) his straight-time hourly rate on a day of rest in that series;
- (v) time and three-quarter (1 3/4) for all hours of overtime worked by an officer working variable hours, on a working day or on days of rest.

(6) **Article 28 - Pay Administration**

Acting pay provided under 28.03 shall be in accordance with the current Collective Agreement but shall be converted to hours on the basis of one (1) day equals seven decimal five (7.5) hours and one (1) week equals thirty-seven decimal five (37.5) hours.

- (7) The special arrangement which has been implemented at a work unit under the provisions of this Memorandum of Agreement may be discontinued sixty (60) days following written notice from either party, or earlier if mutually agreed.

\*\*

This Memorandum of Agreement shall be effective on the date it is signed and shall expire on April 30, 2011.

**\*\*APPENDIX “F”**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TREASURY BOARD OF CANADA  
AND  
THE CANADIAN AUTOWORKERS LOCAL 2182  
WITH RESPECT TO LEARNING AND DEVELOPMENT**

The parties agree to re-establish a joint study group comprised of equal representation to meet once every fiscal year. The study group will review issues of concern pertaining to learning and professional development as well as assess any specific or global needs of Marine Communications and Traffic Service officers which may be jointly referred to it by the parties.

The committee will submit its findings and its recommendations to the parties within ninety (90) days of its annual meeting.

Time spent by the members of the joint study group shall be considered time worked. All other costs will be the responsibility of each party.

**\*\*APPENDIX "G"**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TREASURY BOARD OF CANADA  
AND  
THE CAW LOCAL 2182  
WITH RESPECT TO COMPENSATORY TIME**

This memorandum is to give effect to the agreement reached between the Employer and the CAW Local 2182 in respect of employees in the Radio Operations bargaining unit.

The Employer is committed to engaging in meaningful consultation with the Union with respect to the development of a national policy within the Department of Fisheries and Oceans pertaining to the accumulation and use of compensatory time by members of the bargaining unit. The policy should also incorporate the content of the letter of understanding concerning seasonal employees and the accumulation of compensatory credits that came into effect by means of a memorandum dated April 28, 2003.

The Employer is further committed to the implementation of said national policy within four (4) months of the date of signing of the collective agreement.

The agreement cannot be interpreted as a guarantee that a consensus can be reached on any of the outcomes of the consultation themselves.

**\*\*APPENDIX "H"**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TREASURY BOARD OF CANADA  
AND  
THE CAW LOCAL 2182  
IN RESPECT OF CLASSIFICATION REVIEW**

The parties agree that there is to be consultation between the parties before any formal classification review of the RO group takes place. It is further agreed that, in the event that no review is scheduled to begin during the life of this collective agreement, the union shall be informed as such before expiration of this collective agreement.

**LETTER OF UNDERSTANDING 03-1**

January 10, 2003

Mr. Martin Grégoire  
President  
CAW, Local 2182  
207 Bellevue Street  
Scott, Quebec  
G0S 3G0

**RE: Radio Operations Group  
Informal Complaint Process**

This letter is to give effect to the understanding reached between the Employer and the Union in negotiations for the renewal of the Radio Operations Collective Agreement.

The parties acknowledge the mutual benefits of discussing an employee's complaint. As such they will encourage discussions to take place prior to the presentation of a formal grievance in accordance with clause 34.05. These discussions should include the employee, his representative where requested and the Employer's representative designated to respond to grievances at the first level of the grievance procedure.

Yours sincerely,

F. R. Jamieson  
Negotiator  
Collective Bargaining  
Labour Relations and  
Compensation Operations  
Human Resources  
Management Office  
Treasury Board Secretariat