



## **Ship Repair (West) (SR (W))**

### **Agreement Between the Treasury Board and the Federal Government Dockyard Trades and Labour Council (Esquimalt)**

**Group: Ship Repair (West)  
(All Employees)**

**Expiry date: 2023-01-30**

**This agreement covers the following group:**

| <b>Code</b> | <b>Group</b>                |
|-------------|-----------------------------|
| 614         | Ship Repair (West) (SR (W)) |

Treasury Board of Canada Secretariat  
Employment Conditions and Labour Relations  
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(Esquimalt)  
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## **Council affiliates**

Machinists, Fitters and Helpers Industrial Union, Local 3

Shipwrights, Joiners and Wood Caulkers' Industrial Union, Local 9

International Union of Operating Engineers, Local 115

International Union of Painters and Allied Trades, Local 138, District Council 38

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 191

International Brotherhood of Electrical Workers, Local 230

Sheet Metal Workers' International Association, Local 276

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the US and Canada, Local 324

International Association of Machinists and Aerospace Workers, Local 456

International Association of Bridge, Structural and Ornamental Iron Workers, Shipyard Riggers, Bench Men and Helpers, Local 643

United Brotherhood of Carpenters and Joiners of America, Local 1598

## **Article 1: purpose of agreement**

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

## **Article 2: interpretation and definitions**

**2.01** For the purpose of this agreement,

a. **“annual rate of pay”**

means an employee's hourly rate of pay multiplied by two thousand eighty-seven decimal zero four (2,087.04);

b. **“bargaining unit”**

means all employees of the Employer in the Ship Repair Group of the Operational Category located on the west coast as described in the certificate issued by the former Public Service Labour Relations Board on June 2, 1999;

c. **“common-law partner”**

refers to a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year (conjunct de fait);

d. **“continuous employment”**

has the same meaning as specified in the *Directive on Terms and Conditions of Employment* of the Employer;

e. **“Council”**

means the Federal Government Dockyards Trades and Labour Council (Esquimalt);

f. **“daily rate of pay”**

means an employee’s hourly rate of pay multiplied by eight (8);

g. **“day”**

means the twenty-four (24) hour period commencing at 0000 hours and ending at 2400 hours;

h. **“double time”**

means two (2) times the straight-time rate;

i. **“employee”**

means an employee as defined in the *Federal Public Sector Labour Relations Act* and who is a member of the Ship Repair bargaining unit;

j. **“Employer”**

except as specifically provided in clause 15.01, means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board;

k. **“harbour limits”**

shall be as follows:

- i. Esquimalt, as south-west of a line drawn from the Fisgard Light to Duntze Head.
- ii. Patricia Bay, as south of a line drawn east-west through Coal Point.
- iii. Nanoose, as east or north of Nanooa Rock Buoy.

l. **“holiday pay”**

means eight (8) hours’ pay;

m. **“layoff”**

means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function;

n. **“lead hand”**

refers to a temporary on-site working supervisor, as determined by management, providing technical oversight and detailed instructions on work methods and procedures. These duties will exclude any administrative duties normally performed by an SR MGT-01;

o. **“leave”**

means authorized absence from duty by an employee during the employee’s regular or normal hours of work;

p. **“overtime”**

means time worked by an employee outside of the employee’s regularly scheduled hours;

q. **“pay”**

means basic hourly rates of pay as specified in Appendix “A” and the differentials specified in Appendix “A” where applicable, and does not include shift premium;

r. **“sea trials”**

means trials conducted outside the harbour limits;

s. **“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;

t. **“straight-time rate”**

means the hourly rate of pay;

u. **“time and one half”**

means one and one half (1 1/2) times the straight-time rate;

v. **“triple time”**

means three (3) times the straight-time rate;

w. **“weekly rate of pay”**

means an employee’s hourly rate of pay multiplied by forty (40),

x. **“work centre”**

is defined as an organizational structure previously referred to as a shop;

y. **“work centre supervisor”**

refers to the first level of supervision within a work centre (SR MGT-01).

**2.02** Except as otherwise provided in this agreement, expressions used in this agreement,

- a. if defined in the *Federal Public Sector Labour Relations Act*, have the same meaning as given to them in that act;
- b. if defined in the *Interpretation Act*, but not defined in the *Federal Public Sector Labour Relations Act*, have the same meaning as given to them in the *Interpretation Act*.

### **Article 3: conflict between future legislation and the collective agreement**

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

**3.02** In the event that there is a conflict between the contents of this agreement and any regulation except as provided under section 113 of the *Federal Public Sector Labour Relations Act*, this agreement shall take precedence over the said regulation.

## **Article 4: application**

**4.01** The provisions of this agreement apply to the Council, employees and the Employer.

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

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

**4.04** The Employer agrees to make available to each employee a copy of the collective agreement and Letters of Understanding for his/her retention. For the purpose of satisfying the Employer's obligation under this clause, employees shall be given electronic access to this agreement. Where electronic access to the agreement is unavailable or impractical, the employee shall be supplied, on request, with a printed copy of the agreement.

## **Article 5: managerial responsibilities**

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

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

**5.02** This article will not restrict the right of an employee to submit a grievance in accordance with the *Federal Public Sector Labour Relations Act*.

## **Article 6: recognition**

**6.01** The Employer recognizes the Federal Government Dockyards Trades and Labour Council (Esquimalt) as the exclusive bargaining agent for all employees in the Ship Repair Occupational Group located on the west coast described in the certificate issued to the Council by the former Public Service Labour Relations Board on June 2, 1999.

## **Article 7: Union representation**

### **7.01 Access to employer's premises**

The Employer agrees that accredited Union representatives of the Council and its constituent Unions may have access to the Employer's premises upon notice to and the consent of the Employer and such consent shall not be unreasonably withheld.

### **7.02 Appointment of stewards**

The Employer acknowledges the right of the Council to appoint a reasonable number of employees as stewards.

### **7.03 Recognition of Council representatives**

The Employer recognizes Council officers and stewards as official Union representatives and will not discriminate against them because of their legitimate activities as such. The Employer will not define the disciplinary action to be taken against a Council officer or steward without first giving the Council or the Union, as the case may be, an opportunity of making representations on his/her behalf.

The Council shall notify the Employer promptly and in writing of the names of its Council officers and stewards and of any subsequent changes.

### **7.04 Leave for Council officers and/or stewards**

- a. Time off with pay for Council officers and/or stewards to investigate and process complaints of employees may be granted upon request to their immediate superior. Such permission shall not be unreasonably withheld.
- b. Council officers and/or stewards shall inform their immediate supervisors before leaving their work to attend pre-arranged meetings with local management.
- c. Where practicable such representatives shall report back to their supervisors before resuming their normal duties.

### **7.05 Provision of bulletin board space**

The Employer shall provide bulletin board space at appropriate locations in the work centres for the posting of Union material by the Council and its affiliates. The posting of this material shall be subject to management approval.

### **7.06 Arbitration Board and Public Interest Commission**

When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Council before an Arbitration Board or Public Interest Commission.

The Employer will grant leave with pay to an employee called as witness by an Arbitration Board or Public Interest Commission and when operational requirements permit, leave with pay to an employee called as a witness by the Council.

### **7.07 Labour conventions**

Subject to operational requirements, the Employer will grant leave without pay to a reasonable number of employees to attend conventions of labour bodies to which the Union is affiliated.

### **7.08 Contract negotiation meetings**

The Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Council.

### **7.09 Preparatory contract negotiation meetings**

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

### **7.10 Employee representatives' training courses**

Where operational requirements permit, the Employer will grant leave without pay to employees appointed as Employee Representatives by the Council to undertake training sponsored by the Council related to the duties of an Employee Representative.

Where operational requirements permit, the Employer will grant leave with pay to employees appointed as Employee Representatives by the Council to attend training sessions concerning Employer-employee relations sponsored by the Employer.

## **Article 8: Council security**

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

**8.02** The Council shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 8.01.

**8.03** For the purpose of applying clause 8.01, deductions from pay for each employee in respect of each month will start with the first full calendar month of employment to the extent that earnings are available. When an employee does not have sufficient earnings in respect of any calendar month to permit deductions, the Employer shall not be obligated to make such deductions from subsequent salary.

**8.04** As soon as practicable after the signing of this agreement, the Employer will provide the Council with an up-to-date list of all employees in the Ship Repair bargaining unit and will provide appropriate lists semi-annually (April 1 and October 1) of all employees who have been assigned to or have left the bargaining unit during the period.

**8.05** An employee who satisfies the Council 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 employee is countersigned by an official representative of the religious organization involved. The Council will inform the Employer accordingly.

**8.06** From the date of signing and for the duration of this agreement, no employee organization, as defined in section 2 of the *Federal Public Sector Labour Relations Act*, other than the Council, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

**8.07** The amounts deducted in accordance with clause 8.01 shall be remitted by cheques to the person designated by the Council within fifteen (15) working days of the date on which the deduction is made. The cheques shall be made payable to each Council affiliate and shall be accompanied by particulars identifying, by Council affiliate, each employee alphabetically and the deductions made on the employee's behalf.

**8.08** The Council 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 9: leave, general**

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

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

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

**9.04** An employee is not entitled to leave with pay during periods the employee is on leave without pay or under suspension.

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

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



**9.07** Leave credits will be earned on a basis of a day being equal to eight (8) hours.

**9.08** 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 employee would normally have been scheduled to work on that day, except for bereavement leave with pay where a day is a calendar day.

**9.09**

- a. When an employee becomes subject to this agreement, the employee's earned daily leave credits shall be converted into hours on the basis of one (1) day being equal to eight (8) hours.
- b. When an employee ceases to be subject to this agreement, the employee's earned hourly leave credits shall be converted into days on the basis of eight (8) hours being equal to one day.

**\*\*Article 10: vacation leave with pay**

**10.01 Vacation year**

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

**10.02 Accumulation of vacation leave credits**

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

- a. six (6) hours and forty (40) minutes per month until the month (for an annual total of 10 days) in which the anniversary of the employee's first (1st) year of service occurs;  
or
- b. ten (10) hours per month (for an annual total of 15 days) commencing with the month in which the employee's first (1st) anniversary of service occurs;  
or
- c. thirteen (13) hours and twenty (20) minutes per month (for an annual total of 20 days) commencing with the month in which the employee's eight (8th) anniversary of service occurs;  
or
- d. fourteen (14) hours and forty (40) minutes per month (for an annual total of 22 days) commencing with the month in which the employee's fifteenth (15th) anniversary of service occurs;  
or
- e. fifteen (15) hours and twenty (20) minutes per month (for an annual total of 23 days) commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;  
or

- f. sixteen (16) hours and forty (40) minutes per month (for an annual total of 25 days) commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;  
or
- g. eighteen (18) hours per month (for an annual total of 27 days) commencing with the month in which the employee's twenty-fifth (25th) anniversary of service occurs;  
or
- h. twenty (20) hours per month (for an annual total of 30 days) commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.
- i. For the purpose of clause 10.02 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 employee who receives severance pay on layoff and is reappointed to the public service within one (1) year following the date of layoff. For greater certainty, severance payments taken under Articles 15.09 to 15.12, or similar provisions in other collective agreements, do not reduce the calculation of service for persons who have not yet left the public service.
- j. For the purpose of clause 10.02 only, effective April 1, 2012, on a go-forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.

**10.03** Employees shall be credited a one-time entitlement of twenty-four (24) hours of vacation leave with pay on the first day of the month following the anniversary of the employee's first year of service.

\*\*

#### **10.04 Entitlement to vacation leave with pay**

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

#### **10.05 Scheduling of vacation leave with pay**

Subject to clauses 10.06 and 10.07, employees shall, subject to work requirements, normally take all their vacation leave during the vacation year in which it is earned.

- a. To ensure vacation leave is planned and scheduled to optimum benefit, the following action will be taken:
  - i. By the 1st of May of each vacation year, each employee will submit their preferences for the major portion of their vacation leave to their immediate supervisor;

- ii. By the 15th of May, the immediate supervisor(s), subject to work requirements and in consideration of known vacation leave preferences, will schedule and post approved leave;
  - iii. Subject to clause 10.09 (carry-over excess), by January 1 of each year, where the employee fails to indicate his/her intention to take vacation leave, management shall schedule such leave.
- b. Where conflicts arise, vacation leave will be scheduled considering operational requirements, seniority (based on continuous service), and the leave application dates.

**10.06** Vacation periods will be scheduled at a time convenient to the employee, subject to work requirements.

**10.07** Subject to this article, at least two (2) consecutive weeks' vacation shall be granted unless otherwise mutually agreed.

\*\*

**10.08 Carry-over of total accumulated vacation leave for fifteen (15) days or less**

Because of either the employee's personal circumstances or work requirements, it is recognized that all planned vacation may not be used. Therefore, carry-over of total vacation leave up to and including fifteen (15) accumulated days will be approved.

\*\*

**10.09 Carry-over of total accumulated vacation leave in excess of fifteen (15) days**

By November 1 of each year, requests to carry over vacation leave in excess of fifteen (15) total accumulated days, for special circumstances, must be submitted in writing, by the employee stating the reasons and approximate proposed vacation dates to the immediate supervisor. Such requests will be considered by Senior Management. Reasons for carry-over of vacation leave in excess of fifteen (15) days shall include but are not necessarily limited to the following:

- a. planned vacations requiring extensive periods;
- b. period to build a house;
- and
- c. extensive periods for special events or circumstances requiring the employee's attendance or participation.

**10.10 Use and carry-over of vacation leave**

- a. an employee who has accumulated vacation leave is required to use, in addition to his/her annual vacation leave, twenty (20) days each year until all previously accumulated vacation leave is used;

b. carry-over of such vacation leave will be allowed under the following circumstances:

- i. an employee, subject to work requirements, was not permitted to take vacation leave,  
and
- ii. the total amount of previously accumulated vacation leave is large and cannot be used within one (1) year.

\*\*

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

### **10.11 Cancellation of vacation leave with pay**

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

### **10.12**

- a. Where, in respect of any period of vacation leave, an employee is granted bereavement leave, the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.
- b. Where, in respect of any period of vacation leave, an employee requests:
  - i. leave with pay because of illness in the immediate family,  
or
  - ii. sick leave,

the employer, at its discretion, may grant the leave requested and the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the employer, or reinstated for use at a later date.

### **10.13 Leave when employment terminates**

When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation with pay to the employee's credit by the daily rate of pay to which

the employee is entitled by virtue of the certificate of appointment in effect at the time of the termination of the employee's employment.

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

## **Article 11: designated paid holidays**

**11.01** Subject to clause 11.02, the following days shall be designated paid holidays:

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

### **11.02**

- a. Clause 11.01 applies only to an employee who is entitled to pay for at least ten (10) days during the thirty (30) calendar days immediately preceding the holiday.
- b. For greater certainty, employees who do not work on a designated paid holiday are entitled to eight (8) hours' pay at the straight-time rate for the designated paid holiday.

### **11.03 Holiday falling on a day of rest**

When a day designated as a holiday under clause 11.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's next scheduled working day or to the second scheduled workday if the employee would otherwise lose credit for the holiday.

**11.04** When a day designated as a holiday for an employee is moved to another day under the provisions of clause 11.03,

- a. work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest,  
and
- b. work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

**11.05 Compensation for work on a holiday**

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

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

**11.06 Holiday coinciding with a day of paid leave**

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

**Article 12: sick leave with pay**

**12.01 Credits**

An employee shall earn sick leave credits at the rate of ten (10) hours for each calendar month for which the employee is entitled to pay for at least eighty (80) hours.

**12.02 Granting of sick leave with pay**

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

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

**12.03** Unless otherwise informed by the Employer, a statement signed by the employee describing the nature of his/her illness or injury and stating that because of his/her illness or injury the employee was unable to perform his/her duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 12.02(a).

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

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

- a. for a period of up to two hundred (200) hours if the employee is awaiting a decision on an application for injury-on-duty leave,  
or
- b. for a period of up to one hundred and twenty (120) hours if the employee has not submitted an application for injury-on-duty leave,

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

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

**12.07** Sick leave credits earned but unused by an employee during a previous period of employment in the public service shall be restored to an employee whose employment was terminated by reason of layoff and who is reappointed in the public service within two (2) years from the date of layoff.

## **\*\*Article 13: other types of leave with or without pay**

**13.01** In respect of any requests for leave under this article, the employee may be required by the Employer to provide satisfactory validation of the circumstances necessitating such requests.

### **13.02 Bereavement leave with pay**

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For the purpose of this article, immediate family is defined as father, mother (or, alternatively, stepfather, stepmother, or foster parent), brother, sister, stepbrother, stepsister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild or ward of the employee, foster child, grandchild, grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law, relative permanently residing in the employee's household or with whom the employee permanently resides, and a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such a person and the employee.

- a. Where a member of the employee's immediate family dies, an employee shall be entitled to bereavement leave with pay for a single period of not more than seven (7) consecutive calendar days. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased or must

- begin within two (2) days following the death. In addition, the employee may be granted up to three (3) days' bereavement leave with pay for the purpose of travel.
- b. At the request of the employee, such bereavement leave with pay may be taken in a single period or may be taken in two (2) periods.
  - c. When requested to be taken in two (2) periods:
    - i. The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
    - ii. The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
    - iii. The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.
  - d. An employee is entitled to bereavement leave with pay, up to a maximum of one (1) day, in the event of the death of the employee's, brother-in-law, sister-in-law or grandparent of spouse.
  - e. 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 Commanding Officer may, after considering the particular circumstances involved, grant bereavement leave with pay in a manner other than specified in paragraphs 13.02(a) and 13.02(d) provided that the combined period of bereavement leave with pay does not exceed the amounts specified in paragraph 13.02(a) or 13.02(d).
  - f. Where, in respect of any period of paid leave, circumstances arise which necessitate bereavement leave in accordance with clause 13.02, the leave taken shall be substituted for the paid leave.

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- g. An employee shall be entitled to bereavement leave for a person who stands in the place of a relative for the employee whether or not there is a degree of consanguinity between such person and the employee only once during the employee's total period of employment in the public service.

### **13.03 Court leave with pay**

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

- a. to serve on a jury;
- or



- b. by subpoena or summons to attend as a witness in any proceedings, except one to which an employee is party, held:
  - i. in or under the authority of a court of justice,
  - ii. before a court, judge, justice magistrate or coroner,
  - iii. before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
  - iv. before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,  
or
  - v. before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.
- c. to appear on his/her own behalf or, when operational requirements permit, as a witness, before an adjudicator appointed by the Federal Public Sector Labour Relations and Employment Board.

#### **13.04 Injury-on-duty leave with pay**

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

- a. personal injury accidentally received in the performance of the employee's duties and not caused by the employee's wilful misconduct,  
or
- b. an industrial illness or a disease arising out of and in the course of the employee's employment.

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

#### **13.05 Personnel selection leave with pay**

Where an employee participates in a personnel selection process, including appeal process for a position in the public service, as defined in the *Federal Public Sector Labour Relations Act*, the employee is entitled to leave of absence with pay for the period during which the employee's presence is required for purposes of the selection process, including appeal process, and for such further period as the Employer considers reasonable for the employee to travel to and from the

place where his/her presence is so required. This clause applies equally in respect of the personnel selection process related to deployment.

### **13.06 Maternity leave without pay**

- a. An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
- b. Notwithstanding paragraph (a):
  - i. where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
  - or
  - ii. where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.

- c. The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- d. The Employer may require an employee to submit a medical certificate certifying pregnancy.
- e. An employee who has not commenced maternity leave without pay may elect to:
  - i. use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
  - ii. use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 12 (sick leave with pay). For purposes of this subparagraph, the terms "illness" or "injury" used in Article 12 (sick leave with pay) shall include medical disability related to pregnancy.
- f. An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- g. Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

**13.07 Maternity allowance**

- a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
  - i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
  - ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer, and

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- iii. has signed an agreement with the Employer stating that:
  - A. she will return to work within the federal public administration, as specified in Schedule I, Schedule IV and Schedule V of the *Financial Administration Act*, 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;

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- 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, layoff, 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:

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

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A), within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- b. For the purpose of sections (a)(iii)(B) and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
  - i. where an employee is subject to a waiting period 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 employee receives a maternity benefit under the Employment Insurance or the Quebec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.
  - iii. Where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three per cent (93%) of her weekly rate of pay, less any other monies earned during this period.
- d. At the employee's request, the payment referred to in subparagraph 13.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Quebec Parental Insurance Plan maternity benefits.
- e. The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance* in Quebec.
- f. The weekly rate of pay referred to in paragraph (c) shall be:
  - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
  - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.

- g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- i. Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance, the allowance shall be adjusted accordingly.
- j. Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

### **13.08 Special maternity allowance for totally disabled employees**

- a. An employee who:
  - i. fails to satisfy the eligibility requirement specified in subparagraph 13.07(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance or Quebec Parental Insurance Plan maternity benefits, and
  - ii. has satisfied all of the other eligibility criteria specified in paragraph 13.06(a), other than those specified in sections (A) and (B) of subparagraph 13.07(a)(iii),

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

- b. An employee shall be paid an allowance under this clause and under clause 13.07 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or Quebec Parental Insurance Plan had she not been disqualified from Employment Insurance or Quebec Parental Insurance Plan maternity benefits for the reasons described in subparagraph (a)(i).

### 13.09 Parental leave without pay

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- a. Where an employee has or will have the actual care and custody of a newborn child (including the newborn child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for either:
- i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option),
  - or
  - ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),

beginning on the day on which the child is born or the day on which the child comes into the employee's care.

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- b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for either:
- i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option),
  - or
  - ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),

beginning on the day on which the child comes into the employee's care.

- c. Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two periods.
- d. Notwithstanding paragraphs (a) and (b):
- i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
  - or
  - ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

- e. An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the commencement date of such leave.
- f. The Employer may:
  - i. defer the commencement of parental leave without pay at the request of the employee;
  - ii. grant the employee parental leave without pay with less than four (4) weeks' notice;
  - iii. require an employee to submit a birth certificate or proof of adoption of the child.
- g. Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

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### **13.10 Parental allowance**

Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two (2) options, either:

- Option 1: standard parental benefits, paragraphs 13.10(c) to (k),  
or
- Option 2: extended parental benefits, paragraphs 13.10(l) to (t).

Once an employee elects the standard or extended parental benefits and the weekly benefit top-up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.

Under the Quebec Parental Insurance Plan (QPIP), parental allowance is payable only under Option 1: standard parental benefits.

**Parental allowance administration**

a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), or (l) to (r), 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 Plan or Quebec Parental Insurance Plan in respect of insurable employment with the Employer,  
and
- iii. has signed an agreement with the Employer stating that:

- A. the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act* date is modified by the approval of another form of leave;
- B. Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the standard parental allowance, in addition to the period of time referred to in section 13.07(a)(iii)(B), if applicable. Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty per cent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 13.07(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, layoff, 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:

(allowance received)    X    (remaining period to be worked, **as specified in (B)**, following his or her return to work)

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[total period to be worked as specified in (B)]



however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A), within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

- b. For the purpose of sections (a)(iii)(B) and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

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**(Option 1): Standard parental allowance**

- c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
  - i. where an employee on parental leave without pay as described in 13.09(a)(i) and (b)(i) has elected to receive standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for the waiting period, less any other monies earned during this period;
  - ii. for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Quebec 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 or adoption or paternity benefits, less any other monies earned during this period which may result in a decrease in his or 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 or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity under the Quebec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period.
  - iv. where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Quebec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period;

- v. Where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance Plan and thereafter remains on parental leave without pay, he/she is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 13.07(c)(iii) for the same child.
  - vi. where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 13.07(c)(iii) and 13.10(c)(v) for the same child;
- d. At the employee's request, the payment referred to in subparagraph 13.10(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance Plan.
  - e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance* in Quebec.
  - f. The weekly rate of pay referred to in paragraph (c) shall be:
    - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
    - ii. for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full time during such period.
  - g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
  - h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
  - i. Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance, the allowance shall be adjusted accordingly.
  - j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

- k. The maximum combined, shared maternity and standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined maternity and parental leave without pay.

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**(Option 2): extended parental allowance**

1. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
  - i. where an employee on parental leave without pay as described in 13.09(a)(ii) and (b)(ii), has chosen to receive Extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay for the waiting period, less any other monies earned during this period;
  - ii. for each week the employee receives parental or adoption benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate and the parental, adoption benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption benefit to which he or she would have been eligible if no extra monies had been earned during this period;
  - iii. where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 13.07(c)(iii) for the same child.
  - iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 13.07(c)(iii) for the same child;
- m. At the employee's request, the payment referred to in subparagraph 13.10(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.

- n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- o. The weekly rate of pay referred to in paragraph (l) shall be:
  - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;
  - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- p. The weekly rate of pay referred to in paragraph (l) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.
- q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- t. The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

### **13.11 Special parental allowance for totally disabled employees**

- a. An employee who:
  - i. fails to satisfy the eligibility requirement specified in subparagraph 13.10(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Quebec Parental Insurance Plan benefits, and

- ii. has satisfied all of the other eligibility criteria specified in paragraph 13.10(a), other than those specified in sections (A) and (B) of subparagraph 13.10(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.
- b. An employee shall be paid an allowance under this clause and under clause 13.09 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Quebec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Quebec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

### **13.12 Leave without pay for the care of immediate family**

Both parties recognize the importance of access to leave for the purpose of care for the immediate family.

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- a. For the purpose of this article, family is defined as spouse (or common-law partner), children (including foster children or children of legal or common-law partner), ward of the employee, grandchild, parents (including step-parents or foster parents), father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, stepbrother, stepsister, the employee's grandparents or any relative permanently residing in the employee's household or with whom the employee permanently resides, and a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee..
- b. Subject to paragraph 13.12(a) and operational requirements, an employee shall be granted leave without pay for the Care of Immediate Family in accordance with the following conditions:
  - i. an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
  - ii. leave granted under this clause shall be for a minimum period of three (3) weeks;
  - iii. the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the public service;
  - iv. leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery;

### **Transitional provisions**

These transitional provisions are applicable to employees who have been granted and have proceeded on leave on or after the date of signature of this agreement.

- a. An employee who, on the date of signature of this agreement, is on leave without pay for the care and nurturing of preschool age children under the terms of a previous agreement continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.
- b. An employee who becomes a member of the bargaining unit on or after the date of signature of this agreement and who is on leave without pay for the care and nurturing of preschool age children under the terms of another agreement, continues on that leave for the approved duration or until the employee's return to work before the end of the approved leave.

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### **13.13 Caregiving leave**

- a. Notwithstanding the definition of "family" found in paragraph 13.12(a), an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults may be granted leave without pay while in receipt of or awaiting these benefits.
- b. The leave without pay described in 13.13(a) shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, in addition to any applicable waiting period.
- c. When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been accepted.
- d. When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been denied, paragraph 13.13(a) above ceases to apply.
- e. Leave granted under this clause shall count for the calculation of "continuous employment" for the purposes of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

### **13.14 Leave without pay for personal needs**

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

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

### **13.15 Leave without pay for relocation of spouse**

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

### **13.16 Leave with pay for family-related responsibilities**

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- a. For the purpose of this clause, family is defined as spouse (or common-law partner resident with the employee), children (including stepchildren, children of legal or common-law partner), foster child and ward of the employee, parents (including step-parents or foster parents), father-in-law, mother-in-law, brother, sister, stepbrother, stepsister, grandchildren, grandparents of the employee, any relative residing in the employee's household or with whom the employee permanently resides or any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee, and a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

- b. Leave with pay shall be granted under the following circumstances:
- i. an employee requesting leave under this provision must make every reasonable effort to schedule the appointment to minimize or preclude time away from work, and must notify his/her supervisor of the appointment as far in advance as possible. When alternate arrangements are not possible an employee shall be granted leave to take a family member as defined in (a) above, for a medical or dental appointment when the family member is incapable of attending the appointment by himself/herself, or for appointments with appropriate authorities in schools or adoption agencies;
  - ii. leave with pay to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
  - iii. leave with pay for needs directly related to the birth or to the adoption of the employee's child;
  - iv. an employee shall be granted leave to take children, including children of legal or common-law partner, or any relative under the age of nineteen (19) residing with the employee and for whom the employee is legally responsible, for appointments with authorities in social agencies or juvenile courts;
  - v. to provide for the immediate and temporary care of an elderly member of the employee's family as defined in 13.16(a);
  - vi. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
  - vii. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
  - viii. eight (8) hours out of the forty (40) hours stipulated in paragraph (c) below may be used to attend an appointment with a legal or paralegal representative for non-employment-related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.
- c. The total leave with pay which may be granted under this clause shall not exceed forty (40) hours in a fiscal year.

### **13.17 Personal leave**

- a. Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, sixteen (16) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of eight (8) hours or four (4) hours each.
- b. The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.



### **13.18 Leave with or without pay for other reasons**

- a. At its discretion, the Employer may grant leave with or without pay for purposes other than those specified in this agreement.
- b. At its discretion, the Employer may grant leave with pay when circumstances not directly attributable to the employee prevent his/her reporting for work, including civil defence exercises and emergencies affecting the community or place of work. Such leave shall not be unreasonably withheld.
- c. Reasons for requesting leave without pay for personal reasons, other than those specified in this agreement, will not be required of the employee unless the request is excessive or the granting of such leave would interfere with urgent work commitments. Permission to take such leave will not be unreasonably withheld. Where a dispute occurs, the matter may be referred directly to the appropriate level of management.

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### **13.19 Domestic violence leave**

For the purposes of this clause domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from someone with whom the employee has or had an intimate relationship.

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence from someone with whom the employee has or had an intimate relationship shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
  - i. to seek care and/or support for themselves or their dependent child in respect of a physical or psychological injury or disability;
  - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
  - iii. to obtain professional counselling;
  - iv. to relocate temporarily or permanently;
  - or
  - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- c. The total domestic violence leave with pay which may be granted under this clause shall not exceed eighty (80) hours in a fiscal year.
- d. The Employer may, in writing and no later than fifteen (15) days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

- e. Notwithstanding paragraphs 13.19(b) and 13.19(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

## **Article 14: education leave without pay, career development leave with pay and examination leave with pay**

### **Education leave without pay**

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

**14.02** At the Employer's discretion, an employee 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 the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee 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.

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

**14.04** As a condition of the granting of education leave without pay, an employee 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 employee:

- 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 layoff, before termination of the period he or she has undertaken to serve after completion of the course; the employee shall repay the Employer all allowances paid to him or her under this article during the education leave or such lesser sum as shall be determined by the Employer.

### **14.05 Career development leave with pay**

- 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 or her 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 employee's work.
- b. Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in paragraph 14.05(a) above. The employee shall receive no compensation under Article 16 (days of rest, hours of work and overtime) and Article 18 (travelling) of this collective agreement during time spent on career development leave provided for in this clause.
  - c. Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

#### **14.06 Examination leave with pay**

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

### **Article 15: severance pay**

**15.01** For the purpose of this article, the terms:

- a. "Employer" includes any organization, service with which is included in the calculation of "continuous employment";
- b. "weekly rate of pay" means the employee's hourly rate of pay as set out in Appendix "A" multiplied by forty (40) applying to the employee's classification, as shown in the instrument of appointment.

#### **15.02 Layoff**

An employee who has one (1) year or more of continuous employment and who is laid off, shall be paid severance pay based on completed years of continuous employment less any period within the period of continuous employment in respect of which the employee was granted a termination of employment benefit paid by the Employer. It shall be calculated at the rate of two (2) weeks' pay for the first year of continuous employment, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years' continuous employment, or four (4) weeks' pay for employees with twenty or more years of continuous employment, plus one (1) week's pay for each succeeding completed year of continuous employment on the first layoff and one (1) week's pay for each completed year of continuous employment on a

subsequent layoff. In the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

### **15.03 Death**

Regardless of any other payment to an employee's estate, if the employee dies there shall be paid to the estate, severance pay calculated by multiplying the employee's weekly rate of pay at the time of death by the number of completed years of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, less any period within that period of continuous employment in respect of which the employee was granted a termination of employment benefit paid by the Employer.

### **15.04 Termination for cause for reasons of incapacity**

When an employee ceases to be employed by reason of termination for cause for reason of incapacity pursuant to 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.

### **15.05 Rejection on probation**

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

**15.06** The period of continuous employment used in the calculation of severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted severance pay, retiring leave or a cash payment in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under clauses 15.01 to 15.07 and 15.09 under Appendix C be pyramided.

For greater certainty, payments in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) made pursuant to 15.09 to 15.12 under Appendix C or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

**15.07** Employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment, the former provisions outlining the payment in lieu are found at Appendix C.

## **Article 16: hours of work and overtime**

### **16.01 Hours of work**

- a. The hours of work shall be forty (40) hours per week and eight (8) hours per day.
- b. The workweek and workdays shall be from Monday to Friday inclusive.
- c. The first and second days of rest shall be Saturday and Sunday respectively.

### **16.02** The hours of work shall be scheduled as follows:

- a. the first (night) shift shall be from 0000 hours to 0800 hours with an unpaid meal period from 0400 hours to 0430 hours;
- b. the second (day) shift shall be from 0800 hours to 1630 hours with an unpaid meal period from 1200 hours to 1230 hours;
- c. the third (evening) shift shall be from 1600 hours to 2400 hours with an unpaid meal period from 2000 hours to 2030 hours.

**16.03** Notwithstanding the provisions of clause 16.02, the Council recognizes the requirement for certain employees to regularly report for work and to cease work at different hours than those established in clause 16.02, and the Employer agrees to discuss with the Council such changes in working hours before implementing them.

**16.04** The hours of work described in clauses 16.01 and 16.02 shall not be construed as a guarantee of a minimum or of a maximum hours of work.

**16.05** An employee who is transferred from one shift to another within eight (8) hours or less from the completion of the employee's previous shift shall be subject to the application of clause 16.09 for all hours worked on that first shift of the new schedule.

### **16.06** Notwithstanding the provisions of clause 16.02:

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

shall receive a shift premium as specified in clause 25.01.

- b. An employee who works on the first or third shift, other than as described in paragraph 16.06(a) shall be paid at double (2) time rate for each hour so worked and no shift premium shall be paid.
- c. Notwithstanding paragraph 16.06(a), there may be occasions when it is mutually beneficial for employees to return to work before subparagraph 16.06(a)(i), (ii) or (iii) have been satisfied. When an agreement is reached, the agreement shall be co-signed by the Council and local management. There will be no entitlement to further compensation as per paragraph 16.06(b) above.

**16.07** The Employer endeavours to schedule shift work only when necessary.

### **16.08 Overtime**

The Employer will make every reasonable effort:

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

### **16.09 Overtime compensation**

Subject to clause 16.11, overtime shall be compensated at the following rates:

- a. double (2) time for each hour of overtime worked after having worked the scheduled hours of work to a maximum of sixteen (16) hours on a regular workday Monday to Friday inclusive and for all hours worked on a day of rest up to a maximum of sixteen (16) hours;
- b. triple (3) time for each hour of overtime worked after sixteen (16) hours' work in any twenty-four (24) hour period, and for all hours worked by an employee who is recalled to work before the expiration of the ten (10) hour rest period referred to in clause 16.10.

**16.10** An employee who works for a period of more than fifteen (15) hours in a twenty-four (24) hour period shall report on his/her next regular scheduled shift when a period of ten (10) hours has elapsed from the end of the previous working period. If, in the application of this clause, an employee works less than his/her next full shift, the employee shall, nevertheless, receive eight (8) hours' regular pay.

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

**16.12** When management requires an employee to work through the employee's regular meal period during the employee's regularly scheduled shift, as specified in clause 16.02, the

employee shall be paid at the applicable overtime rate for the period worked therein, and the employee shall be given time off with pay to eat within one hour of the regular meal period.

### **16.13**

- a. Notwithstanding the provisions of clauses 16.09, 16.10 and 18.03 an employee may request, in lieu of overtime payment, compensatory leave with pay. Approval of the Employer shall not be unreasonably withheld.
- b. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- c. Compensatory leave resulting from overtime worked during the fiscal year (April 1 to March 31), shall be used by the employee by September 30 of the following fiscal year, otherwise the compensatory leave will be paid based on the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment in the employee's substantive position on September 30.
- d. At the request of the employee, and with the approval of the employer, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, at the rate of pay as calculated from the classification prescribed in the employee's certificate of appointment in the employee's substantive position on date of the request.

### **16.14 Rest periods**

The Employer shall schedule two (2) rest periods of ten (10) minutes each during each full shift. Rest periods are to be taken such that any travel time involved is to be inclusive of the ten (10) minute period.

The Employer agrees, where operational requirements permit, to continue the present practice of providing rest periods during scheduled overtime on days of rest and designated paid holidays.

### **16.15 Overtime meal allowance**

- a. A meal allowance of twelve dollars (\$12.00) will be paid:
  - i. to an employee who is required to work overtime and provided the employee works for three (3) hours, commencing not more than one (1) hour following the employee's normal quitting time and for each subsequent four (4) hour period of overtime worked;
  - ii. to an employee who is required to work at least three (3) hours immediately preceding the employee's normal starting time;  
and
  - iii. to an employee who has been recalled to work as provided in clause 19.01 for each four (4) hour period of overtime worked.
- b. Except as provided in subparagraph 16.15(a)(iii), an employee who works overtime on days of rest or holidays is not entitled to a meal allowance for the first eight (8) hours

worked. A meal allowance of twelve dollars (\$12.00) will be paid for each subsequent four (4) hour period of overtime worked.

- c. The provisions of paragraphs 16.15(a) and (b) will not apply to employees assigned to sea trials where meals are provided without charge to the employees during periods described in paragraphs 16.15(a) and (b).

## **16.16**

- a. If an employee is given instructions before the midpoint of the employee's workday to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight time, whichever is the greater.
- b. If an employee is given instructions after the midpoint of the employee's workday to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of three (3) hours' pay at straight time, whichever is the greater.

## **Article 17: wash-up time**

**17.01** A schedule shall be arranged by management to allow employees time to put away tools and wash up before meal periods and before the end of each shift. Periods of five (5) minutes will be allowed for employees working at their regular work centres and longer periods will be scheduled as necessary when employees are assigned to other locations.

## **Article 18: travelling**

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

## **18.02**

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



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

- a. on any day on which the employee travels but does not work, at the applicable straight-time or overtime rate for the hours travelled, but the total amount shall not exceed fifteen (15) hours' straight time;
- b. on a normal workday in which the employee travels and works:
  - i. during the employee's regular scheduled hours of work at the straight-time rate not exceeding eight (8) hours' pay,
  - ii. at the applicable overtime rate for all time worked outside the employee's regular scheduled hours of work,
  - iii. at the applicable overtime rate for all travel outside the employee's regular scheduled hours of work to a maximum of fifteen (15) hours' pay at straight time in any twenty-four (24) hour period;
- c. on a rest day on which the employee travels and works, at the applicable overtime rate:
  - i. for travel time, in an amount not exceeding fifteen (15) hours' straight-time pay, and
  - ii. for all time worked;
- d. notwithstanding the limitations stated in paragraph 18.03(a), (b) and (c), where an employee travels on duty, but does not work, for more than four (4) hours between 2200 hours and 0600 hours, and no sleeping accommodation is provided, the employee shall be compensated at the applicable overtime rate for a maximum of fifteen (15) hours' straight-time pay.

**18.04** An employee will normally be given a rest period of eight (8) hours between the time the employee arrives at his/her destination and the time the employee is required to report for work.

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

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

**18.07**

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

- b. Subject to paragraph 18.07(a), when an employee is required to utilize service accommodation, such accommodation shall be the equivalent where available, of good commercial accommodation.

### **18.08 Travel status leave**

- a. An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for forty (40) nights during a fiscal year shall be granted one (1) day off with pay. The employee shall be credited with one (1) additional day off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) nights.
- b. The maximum number of days off earned under this clause shall not exceed five (5) days in a fiscal year and shall accumulate as compensatory leave with pay.
- c. This leave with pay is deemed to be compensatory leave and is subject to clause 16.13.

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

## **Article 19: call-back pay**

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

- a. on a designated paid holiday which is not an employee scheduled day of work,  
or
- b. on an employee's day of rest,  
or
- c. after the employee has completed his/her work for the day, and returns to work the employee shall be paid the greater of:
  - i. at the applicable overtime rate for time worked,  
or
  - ii. the equivalent to four (4) hours' pay at the straight-time rate,

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

**19.02** An employee who receives a call to duty, or responds to a telephone, or data line call after completing his or her work for the day and leaving his or her place of work, or on a day of rest, or on a designated paid holiday may, at the discretion of the Employer, work at the employee's residence or another place to which the Employer agrees, and receive compensation for time worked in accordance with the hours of work and overtime article. In such instances, employees shall not be entitled to the minimum compensation under subparagraph 19.01(c)(ii).

**19.03** Overtime earned under clause 19.01 shall be paid out except where, upon application by the employee and at the discretion of the Employer, overtime may be taken in the form of compensatory leave in accordance with clause 16.13 of Article 16 (hours of work and overtime).

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

**19.05** Payment under this article is not to be construed as different from or additional to overtime pay, but shall be construed as establishing minimum compensation to be paid.

**19.06** When an employee is called back to work under the conditions described in clause 19.01 and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:

- a. the kilometric rate normally paid by the Employer where the employee travels by means of his own automobile;
- or
- b. out-of-pocket expenses for other means of commercial transportation.

## **\*\*Article 20: grievance procedure**

**20.01** In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council of the public service on items which may be included in a collective agreement and which the parties to this agreement have endorsed, the grievance procedure will be in accordance with section 15 of the NJC by-laws.

### **Individual grievances**

**20.02** Subject to and as provided in section 208 of the *Federal Public Sector Labour Relations Act*, an employee may present an individual grievance to the Employer if he or she feels aggrieved:

- a. by the interpretation or application, in respect of the employee, of:
  - i. a provision of a statute or regulation, or of a direction or other instrument made or issued by the Employer, that deals with terms and conditions of employment;
  - or
  - ii. a provision of the 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.

### **Group grievances**

**20.03** Subject to and as provided in section 215 of the *Federal Public Sector Labour Relations Act*, the Council may present a group grievance to the Employer on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of the collective agreement or an arbitral award.

- a. In order to present a group grievance, the Council must first obtain the written consent of each of the employees concerned.
- b. A group grievance shall not be deemed to be invalid by reason only of the fact that the consent is not in accordance with Form 19.
- c. A group grievance must relate to employees in a single portion of the Federal Public Administration.

### **Policy grievances**

**20.04** Subject to and as provided in section 220 of the *Federal Public Sector Labour Relations Act*, the Council or the Employer may present a policy grievance in respect of the interpretation or application of the collective agreement or of an arbitral award.

- a. A policy grievance may be presented by the Council only at the final level of the grievance procedure, to an authorized representative of the Employer. The Employer shall inform the Council of the name, title and address of this representative.
- b. The grievance procedure for a policy grievance by the Employer shall also be composed of a single level, with the grievance presented to an authorized representative of the Council. The Council shall inform the Employer of the name, title and address of this representative.

### **Grievance procedure**

**20.05** For the purposes of this article, a grievor is an employee or, in the case of a group or policy grievance, the Council.

**20.06** No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause a grievor to abandon a grievance or refrain from exercising the right to present a grievance, as provided in this collective agreement.

**20.07** The parties recognize the value of informal discussion between employees and their supervisors and between the Council and the Employer to the end that problems might be resolved without recourse to a formal grievance. When notice is given that an employee or the Council, within the time limits prescribed in clause 20.15, wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

**20.08** A grievor wishing to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the employee's immediate supervisor or local officer-in-charge who shall forthwith:

- a. forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,  
and
- b. provide the grievor with a receipt stating the date on which the grievance was received.

**20.09** 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.

**20.10** Subject to and as provided for in the *Federal Public Sector Labour Relations Act*, a grievor who feels treated unjustly or aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 20.08, except that:

- a. where there is another administrative procedure provided by or under any act of Parliament to deal with the grievor's specific complaint such procedure must be followed,  
and
- b. where the grievance relates to the interpretation or application of this collective agreement or an Arbitral Award, an employee is not entitled to present the grievance unless he has the approval of and is represented by the Council.

**20.11** 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 level of management;
- b. levels 2 and 3 in departments or agencies where such a levels are established, intermediate level(s);
- c. final level, Chief Executive or deputy head or an authorized representative.

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

No employer representative may hear the same grievance at more than one level in the grievance procedure.

**20.12** The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.

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**20.13** This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Council. For the purposes of satisfying the Employer's obligation under this clause, the notices may be posted electronically. Where electronic access is unavailable or impractical a paper copy will be posted.

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

**20.15** A grievor may present a grievance to the first level of the procedure in the manner prescribed in clause 20.08, not later than the twenty-fifth (25th) day after the date on which the grievor is notified or on which the grievor first becomes aware of the action or circumstances giving rise to the grievance. The Employer may present a policy grievance in the manner prescribed in clause 20.04 not later than the twenty-fifth (25th) day after the date on which the Employer is notified orally or in writing or on which the Employer first becomes aware of the action or circumstances giving rise to the policy grievance.

**20.16** A grievor may present a grievance at each succeeding level in the grievance procedure beyond the first level either:

- a. where the decision or settlement is not satisfactory to the grievor, within ten (10) days after that decision or settlement has been conveyed in writing to the grievor by the Employer,
- or
- b. where the Employer has not conveyed a decision to the grievor within the time prescribed in clause 20.17, within fifteen (15) days after presentation by the grievor of the grievance at the previous level.

**20.17** The Employer shall normally reply to a grievance at any level of the grievance procedure, except the final level, within ten (10) days after the grievance is presented, and within twenty (20) days where the grievance is presented at the final level except in the case of a policy grievance, to which the Employer shall normally respond within thirty (30) days. The Council shall normally reply to a policy grievance presented by the Employer within thirty (30) days.

**20.18** Where an employee has been represented by the Council in the presentation of the employee's grievance, the Employer will provide the appropriate representative of the Council with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

**20.19** The decision given by the Employer at the final level in the grievance procedure shall be final and binding upon the employee unless the grievance is a class of grievance that may be referred to adjudication.

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

**20.21** Where the provisions of clause 20.08 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 the 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.

**20.22** The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the grievor and, where appropriate the Council representative.

**20.23** 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 grievor, and, where applicable, the Council.

**20.24** Where the Employer demotes or terminates an employee for cause pursuant to paragraph 12(1)(c), (d) or (e) of the *Financial Administration Act*, the grievance procedure set forth in this agreement shall apply except that the grievance shall be presented at the final level only.

**20.25** A grievor may by written notice to the immediate supervisor or officer-in-charge abandon a grievance.

**20.26** Any grievor 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 the grievor's control, the grievor was unable to comply with the prescribed time limits.

**20.27** Where a grievance has been presented up to and including the final level in the grievance procedure with respect to:

- a. the interpretation or application of a provision of this collective agreement or related Arbitral Award,  
or
- b. termination of employment or demotion pursuant to paragraph 12(1)(c), (d) or (e) of the *Financial Administration Act*,  
or
- c. disciplinary action resulting in suspension or financial penalty,

and the grievance has not been dealt with to the grievor's satisfaction, it may be referred to adjudication in accordance with the provisions of the *Federal Public Sector Labour Relations Act* and Regulations.

**20.28** Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of the employee of a provision of this agreement or an Arbitral Award, the employee is not entitled to refer the grievance to adjudication unless the Council signifies:

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

## **Article 21: safety and health**

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

### **21.02**

- a. The existing practice will be maintained of providing rain and cold weather gear and protective clothing to employees exposed to chemical or physical conditions which are out of the usual course but are directly related to the job and the Employer will make all reasonable effort to issue such clothing.
- b. Riggers will be provided with high visibility identification when signalling or hook-tending on jetty or mobile cranes.

## **Article 22: technological change**

**22.01** Both parties recognize the overall advantages of technological improvement, as well as the effects that its introduction sometimes has on specific individuals when such changes result in loss of jobs. Therefore, both parties will encourage and promote improvements in production processes and moreover, will cooperate to find ways of reducing, and if possible eliminating, the loss of employment which may be the direct result of any major improvements. With this in view, management will notify the Council in advance of any significant change in process.

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



## **Article 23: agreement reopener**

**23.01** This agreement may be amended by mutual consent.

## **Article 24: allowances**

### **24.01 Dirty work**

- a. The Employer agrees to continue the present practice of paying a dirty work allowance to an employee for work requiring exposure to particularly dirty or obnoxious conditions. Compensation shall be at the present rate. The dirty work allowance shall be paid for situations agreed to by the parties as being particularly dirty or obnoxious or for which an adjudicator determines as being particularly dirty or obnoxious.
- b. Consultation between the Shop Supervisor and Shop Steward will take place with a view to immediate resolution of disagreements on dirty work.
- c. Recognizing that changes in methods will introduce new situations which may qualify for compensation as outlined above, and delete old situations, local management will consult with the Council with a view to reviewing jobs for which compensation will be paid.
- d. The utilization of either paragraph 24.01(b) or (c) will not serve to deny an employee the right to present a grievance arising out of the application of paragraph 24.01(a).
- e. No allowance under this clause will be paid to an employee performing the duties of a Production Supervisor (MGT-1).

### **24.02 Height pay**

An employee shall be paid a height pay allowance equal to twenty-five per cent (25%) of the employee's basic hourly rate of pay on a pro rata basis for actual time worked:

- a. on land-based radio antenna towers of one hundred and fifty meters (150 m) or more where they may be required to work up to the full height of the tower;
- b. while suspended from a crane in a personnel basket or boatswain's chair;
- c. more than nine meters (9 m) above the base of ship's masts where no scaffolding is arranged;
- d. while operating a JLG from a barge or SCOW;
- or
- e. while operating a JLG on land with the JLG boom extended such that the base of the operator's platform is at a height greater than nine meters (9 m) above the tire base;
- f. for repair work on jetty cranes which is at height greater than nine meters (9 m) above the crane base and no scaffolding exists;
- g. for installation work on the side of buildings, ships or structures nine meters (9 m) above the ground in CFB Esquimalt or other establishments where the method of support is by moveable platform (excluding manlifts) or boatswain's chair or personnel basket;

- h. for erecting or removing staging on the outboard side of the fixed structure supporting the CIWS, and the forward end of the Aft CEROS on Halifax Class ships;  
and
- i. on repair work on CPF CIWS, CPF AFT, CEROS, in instances where staging is not provided and the method of support is by safety harness.

New technology in similar circumstances will be open for discussion.

### **24.03 Sea duties aboard surface vessels**

When an employee is required to go to sea (that is beyond the harbour limits) in a vessel for the purpose of conducting trials, repairing defects, dumping ammunition, etc., the employee shall be compensated, from the time he/she reports aboard until thirty (30) minutes after reaching the harbour limits on the final return, as follows:

- a. for the first twelve (12) hours aboard or less, at the applicable rate of pay;
- b. for all hours aboard in excess of twelve (12) hours, at the applicable rate of pay for all hours worked and at the regular rate of pay for all unworked hours.

For the purpose of this clause, an employee is considered to be working if he/she is actually performing or assisting in the performance of the duties of the job or has received specific instructions to remain available for work at the specific location where the work is being performed.

### **24.04 Transfer at sea during sea trials**

When an employee is required to proceed to a ship under trials at sea or to a ship proceeding to sea or to a ship proceeding to sea on trials, by helicopter, yardcraft or auxiliary vessel and is required to transfer from the helicopter, yardcraft or auxiliary vessel to the ship undergoing sea trials, the employee shall be paid a transfer allowance of ten dollars (\$10.00). If the employee leaves the ship by similar transfer the employee shall be paid a further ten dollars (\$10.00).

### **24.05 Submarine trials**

- a. When an employee is required to be in a submarine during trials under the following conditions:
  - i. the employee is in a submarine when it is in a closed-down condition either alongside a jetty or within a harbour, on the surface or submerged, i.e., when the pressure hull is sealed and undergoing trials such as vacuum tests, high-pressure tests, snort trials, battery ventilation trials or other recognized formal trials, or the submarine is rigged for diving;  
or
  - ii. Employees that are completing trials aft of 56 Bulkhead and 56 Bulkhead door and the after escape hatch are shut.

The employee shall receive a submarine trials allowance equal to twenty-five per cent (25%) of the employee's basic hourly rate for each completed one half (1/2) hour the employee is required to be in a submarine.  
or

- iii. the employee is in a submarine when it is beyond the harbour limits on the surface or submerged;

the employee shall be compensated for all hours aboard at the applicable rate of pay for all hours worked and at the straight-time rate for all unworked hours.

- b. In addition, an employee shall receive a submarine trials allowance equal to twenty-five per cent (25%) of the employee's basic hourly rate for each completed one half (1/2) hour the employee is required to be in a submarine during trials as per the conditions prescribed in paragraph 24.05(a).

#### **24.06 Part-time instructor allowance**

When an employee other than a Leadhand, is required by management to act as a facilitator, or to instruct a course on a part-time basis, the employee shall be paid, in addition to the applicable rate of pay, the Leadhand rate for the actual time the employee is performing the duties. This shall include preparatory as well as instruction time. The scope of the Part Time Instructor requirement will be pre-determined in advance by management.

### **Article 25: shift premium**

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

- a. one seventh (1/7) of the employee's basic hourly rate of pay for each hour worked on third (evening) shift,  
and
- b. one fifth (1/5) of the employee's basic hourly rate of pay for each hour worked on the first (night) shift.

### **Article 26: pay**

**26.01** Except as provided in this article, the terms and conditions governing the application of pay to employees are not affected by this agreement.

#### **26.02**

- 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 or when an arbitral award is rendered therefor;
  - ii. a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the group during the retroactive period;
  - iii. for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown 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 *Directive on Terms and Conditions of Employment*, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
  - v. no payment or no notification shall be made pursuant to paragraph 26.02(b) for one dollar (\$1.00) or less.

### **26.03**

- a. An employee is entitled to be paid for services rendered at the rate of pay specified in Appendix “A” for the classification of the position to which the employee is appointed.
- b. The Employer will on written request provide a copy of his/her work description.

### **26.04 Acting pay**

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

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

The provisions of this clause shall not apply to an employee on “layoff” as defined in paragraph 2.01(m).

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

**26.07** Payments made as a result of clause 26.04 shall not change the holding rates of pay or the holding scale of rates to which an employee is entitled.

**26.08** For the information of employees the assignment of jobs to subgroups and levels shall be as described in Appendix "A."

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

## **Article 27: loss of personal effects**

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

**27.02** Where an employee is assigned to duty aboard a ship and suffers loss of clothing or personal effects (those which can reasonably be expected to accompany the employee aboard the ship) because of a marine accident or disaster, the employee shall be reimbursed the value of those articles up to a maximum of two thousand five hundred dollars (\$2,500) based on replacement cost less the usual rate of depreciation.

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

## **Article 28: tools**

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

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

## **Article 29: illegal strikes**

**29.01** The *Federal Public Sector Labour Relations Act* provides penalties for illegal strikes. A strike includes a cessation of work or a refusal to work or to continue to work by employees in

combination or in concert or in accordance with a common understanding, or a slowdown or other concerted activity on the part of employees designed to restrict or limit output.

### **Article 30: notice to amend or renew the collective agreement**

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

### **Article 31: joint consultation**

**31.01** The Employer and the Council recognize that consultation and communication on matters of mutual interest outside the terms of the collective agreement should promote constructive and harmonious Employer-Council relations.

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

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

- a. accident prevention;
- b. productivity;
- c. sick leave;
- d. training;
- e. work area environment;  
and
- f. technological change.

### **\*\*Article 32: employee performance review and employee files**

#### **32.01**

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

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- b. The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one half (1/2) of the period for which the employee's performance is evaluated.

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

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

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

**32.05** Where an employee is required to attend a meeting on disciplinary matters the employee is entitled to have a representative of the Council attend the meeting. Where practicable, the employee shall receive a minimum of two (2) working days' notice of such meeting.

### **Article 33: harassment**

**33.01** The Council and the Employer recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the workplace.

#### **33.02**

- a. Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- b. If by reason of 33.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual consent.

### **Article 34: National Joint Council agreements**

**34.01** Agreements concluded by the National Joint Council (NJC) of the public service on items which may be included in a collective agreement, and which the parties to this agreement have endorsed after December 6, 1978, will form part of this collective agreement, subject to the *Federal Public Sector Labour Relations Act* (FPSLRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any act specified in section 113(b) of the FPSLRA.

**34.02** 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 former Public Service Labour Relations Board has made a ruling pursuant to paragraph (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

### **34.03**

The following directives, policies or regulations, as amended from time to time by National Joint Council recommendation and which have been approved by the Treasury Board of Canada, form part of this collective agreement:

- *Bilingualism Bonus Directive*
- *Commuting Assistance Directive*
- *First Aid to the General Public: Allowance for Employees*
- Foreign Service Directives
- *Isolated Posts and Government Housing Directive*
- *Motor Vehicle Operations Directive*
- *NJC Relocation Directive*
- *Occupational Health and Safety Directive*
- *Pesticides Directive*
- *Public Service Health Care Plan Directive*
- *Travel Directive*
- *Uniforms Directive*
- *Workforce Adjustment Directive*

**34.04** Grievances in regard to the above directives, policies or regulations shall be filed in accordance with clause 20.01 of this collective agreement.

## **\*\*Article 35: no discrimination**

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**35.01** There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, gender identity and expression, family status, mental or physical disability, genetic characteristics, membership or activity in the Council, marital status or a conviction for which a pardon has been granted.

### **35.02**

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



- b. If by reason of paragraph (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

**35.03** By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual 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 employees who would otherwise become redundant because work is contracted out.

### **\*\*Article 37: duration and renewal**

**37.01** Unless otherwise expressly stipulated, the provisions of this collective agreement shall become effective on the date of signature of the collective agreement.

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**37.02** This collective agreement shall expire on January 30, 2023.

**37.03** 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 in Ottawa, this 30th day of the month of August 2019.

**The Treasury Board of Canada**

Sandra Hassan  
John Park  
Capt(N) M. Drews  
Syed Hassan

**The Federal Government Dockyard Trades and Labour Council (Esquimalt)**

Des Rogers  
Keith Campbell  
Kevin Walsh  
Craig Smith

**\*\*Appendix “A”****SR(W), Ship Repair Group (All Employees Located on the West Coast) (in dollars)****Table legend**

- §) Effective January 31, 2018
- X) Effective January 31, 2019: wage adjustment\*
- A) Effective January 31, 2019\*
- Y) Effective January 31, 2020: wage adjustment\*
- B) Effective January 31, 2020\*
- C) Effective January 31, 2021
- D) Effective January 31, 2022

| Pay group | Subgroup and level | Descriptive titles            | §     | X     | A §   | Y §   | B §   | C §   | D §   |
|-----------|--------------------|-------------------------------|-------|-------|-------|-------|-------|-------|-------|
| 0         | ELE-1              | Trades Helper                 | 15.07 | 15.19 | 15.49 | 15.52 | 15.83 | 16.07 | 16.31 |
| 1         | ELE-2              | Trades Helper                 | 26.79 | 27.00 | 27.54 | 27.60 | 28.15 | 28.57 | 29.00 |
|           | ELE-3              | Marine Industrial Worker      | 26.79 | 27.00 | 27.54 | 27.60 | 28.15 | 28.57 | 29.00 |
| 2         | ELE-4              | Trades Material Support       | 31.08 | 31.33 | 31.96 | 32.02 | 32.66 | 33.15 | 33.65 |
| 3         | SPS-5              | Surface Preparation Worker    | 31.96 | 32.22 | 32.86 | 32.93 | 33.59 | 34.09 | 34.60 |
| 4         |                    |                               | 36.19 | 36.48 | 37.21 | 37.28 | 38.03 | 38.60 | 39.18 |
| 5         |                    |                               | 36.43 | 36.72 | 37.45 | 37.52 | 38.27 | 38.84 | 39.42 |
| 6         | MAN-5              | Marine System Maintenance     | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | PRW-6              | Sail Maker/Liferaft Repair    | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | SPS-6              | Painter                       | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | MDO-6              | Crane and Pump Operator       | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | MAN-7              | Lagger                        | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | SPS-7              | Electro-plater                | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | MAN-7              | Welder                        | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | MAN-7              | Moulder/Foundry Worker        | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | PRW-8              | Rigger                        | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | PIP-8              | Pipefitter                    | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | SMW-8              | Sheet Metal Worker            | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | WOW-8              | Shipwright/Joiner             | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | MAM-9              | Maintenance Mechanic (Fridge) | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |

|           |                    |                                   |       |       |       |       |       |       |       |
|-----------|--------------------|-----------------------------------|-------|-------|-------|-------|-------|-------|-------|
|           | <b>MAM-9</b>       | <b>Maintenance Mechanic (Oil)</b> | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | <b>MAC-9</b>       | <b>Machinist</b>                  | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | <b>EME-9</b>       | <b>Fitter Diesel</b>              | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | <b>EME-9</b>       | <b>Fitter Mechanic</b>            | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | <b>EME-9</b>       | <b>Fitter Weapons</b>             | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | <b>BOB-9</b>       | <b>Boilermaker</b>                | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | <b>MAM-10</b>      | <b>Plant Maintenance</b>          | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | <b>EEW-10</b>      | <b>Marine Electrician</b>         | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | <b>EEW(R)-10</b>   | <b>Electronics Repairman</b>      | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | <b>MAN-7</b>       | <b>Welder (HP) (1)</b>            | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | <b>PIP-8</b>       | <b>Pipefitter (HP) (2)</b>        | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | <b>WOW-8/BOB-9</b> | <b>Loftsmen/Pattern maker (3)</b> | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | <b>MAC-10</b>      | <b>Bailey Meter (4)</b>           | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | <b>MAC-11</b>      | <b>Tool and Die</b>               | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | <b>INM-11</b>      | <b>Instrument Repairman</b>       | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | <b>EEW-11</b>      | <b>Electrical Technician (5)</b>  | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
|           | <b>EEW-11</b>      | <b>Electronics Technician (6)</b> | 37.47 | 37.77 | 38.53 | 38.61 | 39.38 | 39.97 | 40.57 |
| <b>7</b>  |                    |                                   | 39.16 | 39.47 | 40.26 | 40.34 | 41.15 | 41.77 | 42.40 |
| <b>8</b>  |                    |                                   | 40.71 | 41.04 | 41.86 | 41.94 | 42.78 | 43.42 | 44.07 |
| <b>9</b>  | <b>APC-1</b>       | <b>Apprentices 4 years (7)</b>    | 18.74 | 18.89 | 19.27 | 19.31 | 19.70 | 20.00 | 20.30 |
|           | <b>APC-2</b>       |                                   | 21.14 | 21.31 | 21.74 | 21.78 | 22.22 | 22.55 | 22.89 |
|           | <b>APC-3</b>       |                                   | 23.51 | 23.70 | 24.17 | 24.22 | 24.70 | 25.07 | 25.45 |
|           | <b>APC-4</b>       |                                   | 25.96 | 26.17 | 26.69 | 26.74 | 27.27 | 27.68 | 28.10 |
|           | <b>APC-5</b>       |                                   | 28.38 | 28.61 | 29.18 | 29.24 | 29.82 | 30.27 | 30.72 |
|           | <b>APC-6</b>       |                                   | 30.76 | 31.01 | 31.63 | 31.69 | 32.32 | 32.80 | 33.29 |
|           | <b>APC-7</b>       |                                   | 33.17 | 33.44 | 34.11 | 34.18 | 34.86 | 35.38 | 35.91 |
|           | <b>APC-8</b>       |                                   | 35.61 | 35.89 | 36.61 | 36.68 | 37.41 | 37.97 | 38.54 |
|           | <b>APD-1</b>       | <b>Apprentices 5 years (7)</b>    | 18.74 | 18.89 | 19.27 | 19.31 | 19.70 | 20.00 | 20.30 |
|           | <b>APD-2</b>       |                                   | 20.58 | 20.74 | 21.15 | 21.19 | 21.61 | 21.93 | 22.26 |
|           | <b>APD-3</b>       |                                   | 22.46 | 22.64 | 23.09 | 23.14 | 23.60 | 23.95 | 24.31 |
|           | <b>APD-4</b>       |                                   | 24.37 | 24.56 | 25.05 | 25.10 | 25.60 | 25.98 | 26.37 |
|           | <b>APD-5</b>       |                                   | 26.22 | 26.43 | 26.96 | 27.01 | 27.55 | 27.96 | 28.38 |
|           | <b>APD-6</b>       |                                   | 28.09 | 28.31 | 28.88 | 28.94 | 29.52 | 29.96 | 30.41 |
|           | <b>APD-7</b>       |                                   | 29.94 | 30.18 | 30.78 | 30.84 | 31.46 | 31.93 | 32.41 |
|           | <b>APD-8</b>       |                                   | 31.82 | 32.07 | 32.71 | 32.78 | 33.44 | 33.94 | 34.45 |
|           | <b>APD-9</b>       |                                   | 33.72 | 33.99 | 34.67 | 34.74 | 35.43 | 35.96 | 36.50 |
|           | <b>APD-10</b>      |                                   | 35.59 | 35.87 | 36.59 | 36.66 | 37.39 | 37.95 | 38.52 |
| <b>10</b> | <b>LH</b>          | <b>Lead Hand (8)</b>              | 1.79  | 1.80  | 1.84  | 1.84  | 1.88  | 1.91  | 1.94  |

|    |        |                                 |       |       |       |       |       |       |       |
|----|--------|---------------------------------|-------|-------|-------|-------|-------|-------|-------|
| 11 | PLE-9  | Planner Estimator/<br>Scheduler | 41.89 | 42.23 | 43.07 | 43.16 | 44.02 | 44.68 | 45.35 |
|    | QCW-10 | Quality Control                 | 41.89 | 42.23 | 43.07 | 43.16 | 44.02 | 44.68 | 45.35 |
|    | PLE-10 | Planner Estimator/<br>Scheduler | 41.89 | 42.23 | 43.07 | 43.16 | 44.02 | 44.68 | 45.35 |
|    | QCW-11 | Quality Control                 | 41.89 | 42.23 | 43.07 | 43.16 | 44.02 | 44.68 | 45.35 |
|    | EEW-12 | Charge Hand                     | 41.89 | 42.23 | 43.07 | 43.16 | 44.02 | 44.68 | 45.35 |
| 12 | MGT-1  | Production<br>Supervisor (9)    | 43.49 | 43.84 | 44.72 | 44.81 | 45.71 | 46.40 | 47.10 |
|    |        |                                 | 45.06 | 45.42 | 46.33 | 46.42 | 47.35 | 48.06 | 48.78 |
|    |        |                                 | 46.85 | 47.22 | 48.16 | 48.26 | 49.23 | 49.97 | 50.72 |

\* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix D, rates prior to the salary change will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.8% wage adjustment for a compounded total of 2.816%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase and a 0.2% wage adjustment for a compounded total of 5.082%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

### Pay notes

1. This rate will be paid to a MAN-7 (Welder) upon satisfactory completion of a High-Pressure Welding Test, while remaining qualified and for the time actually spent on the following type of high-pressure welding:
  - all pipes, valves and pressure vessels subject to test pressure of 100 PSIG and above;
  - all welding on evaporator baskets.
2. This rate will be paid to a PIP-8 (Pipefitter) upon satisfactory completion of a High-Pressure Brazing Test, while remaining qualified and for the time actually spent on the following types of brazing:
  - pipes, valves and gauges subject to test pressure of 450 PSIG and above.
3. This rate will be paid to a qualified WOW-8 (Shipwright) or BOB-9 (Boilermaker) for the time actually spent performing the duties of a Loftsmen or Patternmaker.
4. This rate will be paid to employees in Pay Group 4 upon satisfactory completion of a Bailey Meter Technician Trade Test.
5. This rate will be paid to an EEW-10 (Marine Electrician) upon satisfactory completion of an Electrical Technician Trade Test.
6. This rate will be paid to an EEW-10 (R) (Electronic Repairman) upon satisfactory completion of an Electronic Technician Trade Test.
7. Apprenticeship pay will be administered in six (6) month increment periods. Apprenticeship progression will be based on a combination of satisfactory performance in a six (6) month period, and the required hours.

If an apprentice is unable to meet the performance criteria resulting in a delayed increment, this increment will be implemented immediately upon successfully meeting the performance criteria. The completion date of the apprenticeship program will remain as stated in the employee's letter of offer unless there is a requirement for make-up time to meet Industry/Departmental standards.

Starting rates of Apprentices are 50% of the pay of Pay Group 6 and all other rates of the Apprentices pay group are adjusted accordingly.

8. Lead Hand Pay is a Supervisory Differential to be paid on an hourly basis in addition to an employee's basic hourly rate of pay when required and approved by the Employer. Lead Hand pay shall be for a minimum of one full shift.

All hours of work performed as a Lead Hand during overtime should be paid in accordance with Article 16.09.

9. The increment period for employees paid in these scales of rates, other than part-time employees, is twelve (12) months.
10. The pay increment policy of the Employer shall be extended to include part-time employees whose scheduled hours of work, on an annual basis, average twenty (20) or more but less than forty (40) hours per week. The pay increment period, in months, for the employees referred to in this pay note shall be determined by the following formula:

$12 \times (40 / \text{Average Weekly Scheduled Hours})$

but where the period determined by this formula is not a multiple of three (3), it will be increased to the nearest multiple of three (3).

## **\*\*Appendix “B”**

### **Memorandum of Agreement on Supporting Employee Wellness**

This Memorandum of agreement is to give effect to the understanding reached between the Employer and the Federal Government Dockyards Trades and Labour Council (Esquimalt) regarding issues of employee wellness.

The parties agree to establish a Task Force, comprised of a Steering Committee and a Technical Committee, with a long-term focus and commitment from senior leadership of the parties.

The Task Force will develop recommendations on measures to improve employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.

The Steering Committee and Technical Committee will be established by January 31, 2017. The committees will be comprised of an equal number of Employer representatives and Union representatives. The Steering Committee is responsible for determining the composition of the Technical Committee. The Steering Committee shall be co-chaired by the President of the Alliance and a representative of the Employer.

The Steering Committee shall establish the terms of reference for the Technical Committee, approve a work plan for the Technical Committee, and timelines for interim reports from the Technical Committee.

All time spent by employees in support of the Technical Committee shall be deemed to be leave with pay for Union activities. The Employer will grant leave with pay for employees engaged in these activities, including preparation and travel time.

Dates may be extended by mutual agreement of the Steering Committee members. The Technical Committee’s terms of reference may be amended from time to time by mutual consent of the Steering Committee members.

The Technical Committee will develop all agreements and documents needed to support the consideration of a wellness plan during the next round of collective bargaining. This work shall be completed by December 1, 2017. The Technical Committee shall provide interim recommendations for review by the Steering Committee on the following matters through a series of regular meetings:

- income replacement parameters, the treatment of accumulated sick leave credits and consequential changes to existing leave provisions within the collective agreements;
- eligibility conditions for a new wellness plan;
- privacy considerations;
- internal assessment as well as approval and denial processes;
- case management and measures to ensure the successful return of employees to the workplace after a period of leave due to illness or injury;
- joint governance of the wellness plan;

- options for alternative medical treatments;
- other measures that would support an integrated approach to the management of employee wellness for federal public service employees, including but not limited to ways to reduce and eliminate threats to workplace wellness, including discrimination, harassment, workplace violence, bullying, and abuse of authority.

The Technical Committee shall respect the related work of the Mental Health Task Force and the Service Wide Occupational Health and Safety Committee in its deliberations.

The Technical Committee shall also review practices from other Canadian jurisdictions and employers that might be instructive for the public service, recognizing that not all workplaces are the same. The Service Wide Occupational Health and Safety Committee shall be consulted as required. Leading Canadian experts in the health and disability management field shall also be consulted.

### **Key principles**

A new wellness plan shall:

- contribute to a healthy workforce, through a holistic consideration of physical and mental health issues.
- include case management and timely return-to-work protocols, based on best practices.
- investigate integration with other public service benefit plans.
- address a wide range of medical conditions, work situations and personal circumstances facing employees, including chronic and episodic illnesses and travel time from northern and remote communities for diagnosis and treatment (subject to the NJC Directives, such the Isolated Post and Government Housing Directive) and wait times for medical clearances to return home.
- be contained in the collective agreements. The final level of adjudication associated with the plan will be the Federal Public Sector Labour Relations and Employment Board (FPSLREB).
- be administered internally within the Federal Public Service, rather than by third-party service provider.
- have common terms which will apply to all employees.
- provide for full income replacement for periods covered by the plan.
- ensure that new measures provide at least the same income support protection as that provided by earned sick leave banks in the current regime.
- current sick leave banks would be grandfathered/protected and their value appropriately recognized.

If an agreement is not reached within 18 months from the establishment of the Technical Committee, or should the parties reach impasse before then, the parties agree to jointly appoint a mediator within 30 days.



If the parties are unsuccessful in reaching an agreement, after mediation, the current terms and conditions of employment related to the sick leave regime for SRW members remain unchanged.

Both parties agree to recommend these proposals to their respective principals.

## **Appendix “C”**

### **Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement)**

This appendix is to reflect the language agreed to by the Employer and The Federal Government Dockyards Trades and Labour Council (Esquimalt) for the elimination of severance pay for voluntary separations (resignation and retirement) on December 7, 2012. These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

#### **Article 15: severance pay**

**Effective December 7, 2012, clauses 15.03 and 15.04 are deleted from the collective agreement.**

**15.01** For the purpose of this article, the terms:

- a. “Employer” includes any organization, service with which is included in the calculation of “continuous employment”;
- b. “weekly rate of pay” means the employee’s hourly rate of pay as set out in Appendix “A” multiplied by forty (40) applying to the employee’s classification, as shown in the instrument of appointment.

#### **15.02 Layoff**

An employee who has one (1) year or more of continuous employment and who is laid off, shall be paid severance pay based on completed years of continuous employment less any period within the period of continuous employment in respect of which the employee was granted a termination of employment benefit paid by the Employer. It shall be calculated at the rate of two (2) weeks’ pay for the first year of continuous employment, or three (3) weeks’ pay for employees with ten (10) or more and less than twenty (20) years’ continuous employment, or four (4) weeks’ pay for employees with twenty or more years of continuous employment, plus one (1) week’s pay for each succeeding completed year of continuous employment on the first layoff and one (1) week’s pay for each completed year of continuous employment on a subsequent layoff. In the case of a partial year of continuous employment, one (1) week’s pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

#### **15.03 Resignation**

An employee who has ten (10) or more years of continuous employment on resignation shall be paid severance pay calculated by multiplying half the employee’s weekly rate of pay on resignation by the number of completed years of continuous employment to a maximum of twenty-six (26) years less any period within that period of continuous employment in respect of which the employee was granted a termination of employment benefit paid by the Employer.

#### **15.04 Retirement**

An employee who is entitled to an immediate annuity or an immediate annual allowance under the *Public Service Superannuation Act*, or an employee who has five (5) years of continuous employment and who has attained the age of fifty-five (55) years and resigns shall be paid severance pay calculated by multiplying the employee's weekly rate of pay on termination of employment by the number of completed years of continuous employment and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, less any period within that period of continuous employment in respect of which the employee was granted a termination of employment benefit paid by the Employer.

#### **15.05 Death**

Regardless of any other payment to an employee's estate, if the employee dies there shall be paid to the estate, severance pay calculated by multiplying the employee's weekly rate of pay at the time of death by the number of completed years of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, less any period within that period of continuous employment in respect of which the employee was granted a termination of employment benefit paid by the Employer.

#### **15.06 Termination for cause for reasons of incapacity**

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

#### **15.07 Rejection on probation**

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

**15.08** The period of continuous employment used in the calculation of severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under clauses 15.01 to 15.07 and 15.09 be pyramided.

For greater certainty, payments made pursuant to 15.09 to 15.12 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

### **15.09 Severance termination**

- a. Subject to 15.08 above, indeterminate employees on December 7, 2012, shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.
- b. Subject to 15.08 above, term employees on December 7, 2012, shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

### **Terms of payment**

#### **15.10 Options**

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

- a. as a single payment at the rate of pay of the employee's substantive position as of December 7, 2012,  
or
- b. as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration,  
or
- c. as a combination of (a) and (b), pursuant to 15.11(c).

#### **15.11 Selection of option**

- a. The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- b. The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- c. The employee who opts for the option described in 15.10(c) must specify the number of complete weeks to be paid out pursuant to 15.10(a) and the remainder to be paid out pursuant to 15.10(b).
- d. An employee who does not make a selection under 15.11(b) will be deemed to have chosen option 15.10(b).

**15.12 Appointment from a different bargaining unit**

This clause applies in a situation where an employee is appointed into a position in the SR-W bargaining unit from a position outside the SR-W bargaining unit where, at the date of appointment, provisions similar to those in 15.03 and 15.04 are still in force, unless the appointment is only on an acting basis.

- a. Subject to 15.08 above, on the date an indeterminate employee becomes subject to this agreement after December 7, 2012, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- b. Subject to 15.08 above, on the date a term employee becomes subject to this agreement after December 7, 2012, he or she shall be entitled to severance payment payable under 15.10(b), equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.
- c. An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 15.10, however, the selection of which option must be made within three (3) months of being appointed to the bargaining unit.
- d. An employee who does not make a selection under 15.12(b) will be deemed to have chosen option 15.10(b).

## Appendix “D”

### **Memorandum of Understanding Between the Treasury Board of Canada and the Federal Government Dockyard Trades and Labour Council (Esquimalt) With Respect to Implementation of the Collective Agreement**

Notwithstanding the provisions of Article 26 on the calculation of retroactive payments and Article 37 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and the Federal Government Dockyard Trades and Labour Council (Esquimalt) regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

#### **1. Calculation of retroactive payments**

- a. Retroactive calculations that determine amounts payable to employees for a retroactive period shall be made based on all transactions that have been entered into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment.
- b. Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement rather than based on pay tables in agreement annexes. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of retroactive amount will not affect pension entitlements or contributions relative to previous methods, except in respect of the rounding differences.
- c. Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration, and will maintain their pensionable status as applicable. The elements of salary included in the historical salary records and therefore included in the calculation of retroactivity include:
  - substantive salary
  - promotions
  - deployments
  - acting pay
  - extra duty pay / overtime
  - additional hours worked
  - maternity leave allowance
  - parental leave allowance
  - vacation leave and extra duty pay cash-out
  - severance pay
  - salary for the month of death
  - Transition Support Measure
  - eligible allowances and supplemental salary depending on collective agreement
- d. The payment of retroactive amounts related to transactions that have not been entered

in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.

- e. Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.

## **2. Implementation**

- a. The effective dates for economic increases will be specified in the agreement. Other provisions of the collective agreement will be effective as follows:
  - i. All components of the agreement unrelated to pay administration will come into force on signature of agreement.
  - ii. Changes to existing compensation elements and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2(b)(i).
  - iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come into force as stipulated in 2(a)(ii).
- b. Collective agreement will be implemented over the following time frames:
  - i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of agreement where there is no need for manual intervention.
  - ii. Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.
  - iii. Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five hundred and sixty (560) days after signature of agreement. Manual intervention is generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.

### 3. Employee recourse

- a. An employee who is in the bargaining unit for all or part of the period between the first day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of four hundred dollars (\$400) payable within one hundred and eighty (180) days of signature, in recognition of extended implementation time frames and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.
- b. Employees in the bargaining unit for whom the collective agreement is not implemented within one hundred and eighty-one (181) days after signature will be entitled to a fifty-dollar (\$50) non-pensionable amount; these employees will be entitled to an additional fifty-dollar (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented, to a total maximum of nine (9) payments. These amounts will be included in their final retroactive payment. For greater certainty, the total maximum amount payable under this paragraph is four hundred and fifty dollars (\$450).
- c. If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of four hundred dollars (\$400); for any period under 3(b), the employee may receive one fifty-dollar (\$50) payment, to a maximum total payment of four hundred and fifty dollars (\$450).
- d. Should the Employer negotiate higher amounts for 3(a) or 3(b) with any other bargaining agent representing Core Public Administration employees, it will compensate FGDTLC (Esquimalt) members for the difference in an administratively feasible manner.
- e. Late implementation of the 2018 collective agreements will not create any entitlements pursuant to the Agreement between the CPA Bargaining Agents and the Treasury Board of Canada with regard to damages caused by the Phoenix Pay System.
- f. Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one hundred and eighty (180) days after signature of the agreement.
- g. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the departmental compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Council regarding the format of the detailed breakdown.
- h. In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay.



## **Appendix “E”**

### **Memorandum of Understanding Between the Treasury Board of Canada and the Federal Government Dockyard Trades and Labour Council (Esquimalt) With Respect to Gender-Inclusive Language**

This memorandum is to give effect to the agreement reached between the Treasury Board of Canada and the Federal Government Dockyard Trades and Labour Council (Esquimalt) regarding the review of language in the Council collective agreement.

Both parties are committed to and support gender neutrality and inclusivity. To that end, the parties commit to, during the life of the above-noted collective agreements, establishing a Joint Committee to review the collective agreements to identify opportunities to render the language more gender-inclusive. The parties agree that any changes in language will not result in changes in application, scope or value.

Both parties acknowledge that gender inclusivity is more difficult to achieve in the French language compared to the English language, but are committed nonetheless to further supporting and increasing gender neutrality and inclusivity in the collective agreement.

The Joint Committee agrees to begin their work in 2020 and will endeavour to finalize the review by December 2022. These timelines may be extended by mutual agreement.

## Appendix “F”

### **Memorandum of Understanding Between the Treasury Board of Canada and the Federal Government Trades and Labour Council (Esquimalt) With Respect to Workplace Harassment**

This memorandum is to give effect to the agreement reached between the Treasury Board and the Federal Government Dockyard Trades and Labour Council (Esquimalt).

Both parties share the objective of creating healthy work environments that are free from harassment and violence. In the context of the passage of Bill C-65 *An Act to amend the Canada Labour Code* by the Government of Canada, as well as the Clerk of the Privy Council’s initiative to take action to eliminate workplace harassment, the Treasury Board is developing a new directive covering both harassment and violence situations.

During this process, the Treasury Board will consult with the members of National Joint Council (NJC) on the following:

- mechanisms to guide and support employees through the harassment resolution process;
- redress for the detrimental impacts on an employee resulting from an incident of harassment;
- and
- ensuring that employees can report harassment without fear of reprisal.

The Employer also agrees to hold bilateral discussion with the Council if the Council requests it. Any report resulting from these discussions will be shared with the NJC.

The implementation and application of this directive do not fall within the purview of this MOU or the collective agreement.

This memorandum expires upon issuance of the new directive or (expiry of the collective agreement), whichever comes first.

## **Letter of Understanding (15-01)**

### **Re: Ship Repair Group (Variable Hours of Work)**

This letter refers to discussions that the parties had with respect to variable hours of work.

It is agreed that variable hours of work may be implemented, on a trial basis, with the mutual consent of the parties.

This Letter of Understanding will expire on January 30, 2023.

## **Letter of Understanding (15-02)**

### **Re: Ship Repair Group (All Employees Located on the West Coast)**

This letter is to give effect to the understanding reached during negotiations for the Ship Repair Group with reference to notes 1 and 2 of Appendix "A." It is understood and agreed by both parties that for the duration of the collective agreement which will expire on January 30, 2023, notes 1 and 2 of Appendix "A" of the said agreement dealing with the rate of pay for Welder (High-Pressure) and Pipefitter (High-Pressure) will be interpreted and applied as follows:

#### **1. Qualifications**

- i. Welders wishing to qualify for the pay differential must possess a current PWP-7 or PWP-10 Welding qualification and must demonstrate ability to the standards set by those qualifications or recognized equivalent.
- ii. Pipefitters wishing to qualify for the differential must possess a current Brazer Performance Qualification (BPO) tested to a Brazing Procedure Specification (BPS) that is qualified in accordance with ASME section 1X or recognized equivalent.
- iii. Examination is to be under the supervision and direction of the Fleet Maintenance Facility Cape Breton (FMFCB) Welding Supervisor or Pipefitter Supervisor with radiographic examination or Peel Test of weld coupons to be conducted by a recognized facility.
- iv. High-Pressure Welder Qualification is to be maintained by retesting every two (2) years or by in process Radiographic or Ultrasonic Non-Destructive Testing. On the occasion of first testing for qualification (but not for requalification) up to twenty (20) hours paid practice and instruction time to be allowed, scheduled at supervisor's discretion. New employees holding a current PWP-7 or PWP-10 Welding Qualification or recognized equivalent will not necessarily be exempt from FMFCB qualification.
- v. High-Pressure Pipefitter Qualification is to be maintained by retesting every two (2) years or by in process Radiographic or Ultrasonic Non-Destructive Testing. On the occasion of the first test (but not for requalification) up to twenty (20) hours paid practice and instruction time be allowed, scheduled at the supervisor's discretion.

#### **2. Application**

The pay differential will be paid to welders or pipefitters holding the FMFCB Qualification described above, as per notes 1 and 2 of Appendix "A."

## **Letter of Understanding (15-03)**

### **In Respect of Range Control and Underwater Systems Technicians at the Canadian Forces Maritime Experimental and Test Ranges at Nanoose in the Ship Repair Group (All Employees Located on the West Coast) Who Work a Variable Workweek**

#### **Principle**

The Employer and the Council agree that notwithstanding the provisions of the Ship Repair Group collective agreement (all employees located on the west coast) which will expire on January 30, 2023, the following conditions shall only apply to range control and underwater systems technicians employed at the Canadian Forces Maritime Experimental and Test Ranges (CFMETR) located at Nanoose, British Columbia who work a variable workweek.

It is agreed that the implementation of any variation in hours shall not result under any circumstances in any additional expenditure or cost by reason of such variation.

#### **General**

##### **1. Conversion to hours**

The provisions of the collective agreement which specify days shall be converted to hours based on an eight (8) hour day as follows:

- five-twelfths (5/12) day = 3.333 hours
- five sixths (5/6) day = 6.666 hours
- one (1) day = 8.000 hours
- one and one quarter (1 1/4) days = 10.000 hours
- one and two thirds (1 2/3) days = 13.333 hours
- two and one twelfth (2 1/12) days = 16.667 hours

##### **2. Leave**

- a. 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 employee would normally have been scheduled to work on that day.
- b. Notwithstanding paragraph 2(a) (bereavement leave with pay), clause 13.02 and grievance procedure: Article 20, a “day” will have the same meaning as the provisions of the collective agreement.

##### **3. Application**

Local Management of the Department of National Defence and duly authorized representatives of the Council may jointly devise and decide on a mutually acceptable work schedule which shall include a specified number of days of rest. The scheduled hours of work on any day, as set forth in such a work schedule, may exceed eight (8) hours per day; starting and finishing times,

meal breaks and rest periods shall be determined according to operational requirements of CFMETR and the daily hours of work shall be consecutive.

Such a work schedule shall provide that an employee's normal workweek shall average forty (40) hours per week over the life of the schedule.

### **Specific application**

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

#### **1. Article 2: interpretation and definitions**

Paragraph (2.01(f)), "daily rate of pay," shall not apply.

#### **2. Article 10: vacation leave with pay**

Employees shall earn vacation leave credits at the rates prescribed for their years of service, as set forth in Article 10 of the collective agreement, but credits shall be converted to hours on the basis that one (1) day equals eight (8) hours, and one (1) week equals forty (40) hours.

#### **Leave when employment terminates**

When an employee 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 and furlough leave with pay to his credit by the hourly rate of pay as calculated from the rate specified in his certificate of appointment prior to the termination of his employment.

#### **3. Article 11: designated paid holidays**

Clauses 11.03, 11.04 and 11.05 shall not apply and shall be replaced by the following clause:

- a. when a holiday falls on a day of rest,
  - and
  - i. the employee does not work on the holiday, the employee shall be given eight (8) hours' pay at the straight-time rate as holiday pay; and these hours shall be counted toward the employee's weekly hours of work in accordance with paragraph 3 of the "General" section of this Memorandum of agreement,
  - ii. the employee works, he shall receive, in addition to what is provided in (i) above, double time for the first ten (10) hours of work and triple time for hours worked in excess of ten (10).
- b. when a holiday falls on a scheduled workday, the employee shall be given in addition to eight (8) hours' pay at the straight-time rate as holiday pay, double (2) time for all scheduled hours worked and triple (3) time for all hours worked in excess of the employee's scheduled hours of work. All scheduled hours worked shall be counted toward the employee's weekly hours of work. An employee who works a ten-hour shift

shall be entitled to twenty-eight (28) hours of pay of which ten (10) hours will be reflected in his regular pay cheque as part of his forty (40) hour workweek.

#### **4. Article 16: hours of work and overtime**

Clauses 16.01, 16.02, 16.03, 16.05, 16.06, 16.07 and 16.09 of the collective agreement shall not apply and shall be replaced by the following clauses:

##### **Hours of work**

- a. The workweek shall be from Monday to Friday inclusive;
- b. the hours of work shall be an average of forty (40) hours per week and ten (10) hours per day;
- c. management agrees to discuss with the Council any changes in working hours before implementing them.

##### **Overtime compensation**

Subject to clause 16.11, overtime shall be compensated at the following rates:

- a. double (2) time for each hour of overtime worked in excess of the employee's scheduled daily hours of work and for all hours worked on a scheduled day of rest;
- b. triple (3) time for each hour of overtime worked after sixteen (16) hours worked in any twenty-four (24) hour period and for all hours worked by an employee who is recalled to work before the expiration of the ten (10) hour rest period referred to in clause 16.10.

##### **Duration**

The Letter of Understanding shall be effective from the date of signing of the collective agreement and will expire on January 30, 2023.

This Letter of Understanding may be amended by mutual consent.

## **\*\*Letter of Understanding (15-04)**

### **In respect to employees on the first (night) shift and the third (evening) shift at FMF CB in the Ship Repair Group (All Employees Located on the West Coast)**

#### **1. Principle**

The Employer and the Council agree that notwithstanding the provisions of the Ship Repair Group collective agreement (all employees located on the west coast) which will expire on January 30, 2023, the following conditions shall only apply to employees who work on the first (night) shift and the third (evening) shift in the FMF CB.

#### **2. Leave**

When leave is granted, it will be granted on an hourly basis and the hours debited at the factor of 1.067 hours for each hour of leave taken.

Notwithstanding the foregoing paragraph, in the application of Bereavement leave with pay, clause 13.02, and the grievance procedure: Article 20, a “day” will have the same meaning as the provisions of the collective agreement.

#### **3. Specific application**

The following provisions shall be administered as provided herein:

##### **a. Article 2: interpretation and definitions**

Paragraph 2.01(f) daily rate of pay will mean seven decimal five (7.5) hours on the scheduled shift multiplied by the factor of one decimal zero six seven (1.067) to equate to an employee’s eight (8) hours’ pay.

##### **b. Article 11: designated paid holidays**

Paragraph 11.05 shall not apply and shall be replaced by the following clause:

- i. when a holiday falls on a day of rest,
  - and
    - A. the employee does not work on the holiday, the employee shall be given eight (8) hours’ pay at the straight-time rate as holiday pay;
    - B. the employee works, he shall receive, in addition to what is provided in (A) above, double time for each hour worked up to seven and one half (7 1/2) hours and triple time for each hour worked thereafter.
- ii. when a holiday falls on a scheduled workday, the employee shall be given in addition to eight (8) hours’ pay at the straight-time rate as holiday pay, double (2) time for all scheduled hours worked and triple (3) time for all hours worked in excess of the employee’s scheduled hours of work.



**c. Article 16: hours of work and overtime**

It is understood that with respect to clause 16.01 the hours of work shall be considered as forty (40) hours per week and eight (8) hours per day.

**d. Article 25: shift premium**

It is understood that with respect to the subject article, the shift premium shall be calculated in accordance with the following examples for an employee who works:

\*\*

- the third (evening) shift  
 $\$17.50 \times 1/7 = \$2.50^*$   
 $\$2.50 \times 7.5 \text{ hours} = \$18.75^*$
- the first (night) shift  
 $\$17.50 \times 1/5 = \$3.50^*$   
 $\$3.50 \times 7.5 \text{ hours} = \$26.25^*$

\* rounded to the nearest cent

**Duration**

This Letter of Understanding shall be effective from the date of signing of the collective agreement and will expire on January 30, 2023.

## **Letter of Understanding (15-05)**

### **Re: Ship Repair Group (All Employees Located on the West Coast)**

This letter is to give effect to the understanding reached for the Ship Repair Group with respect to paragraph 18.03(a) of the “travelling” article.

For the duration of the collective agreement which will expire on January 30, 2023, where an employee, who works on the second (day) shift, is required by the Employer to travel on workdays (Monday to Friday on which the employee travels but does not work) between midnight and 08:00 hours, the definition of a day (paragraph 2.01(g) refers) shall, for this purpose only, be deemed to be the twenty-four (24) hour period commencing at 08:00 hours.

## **Letter of Understanding (15-06)**

### **In Respect to Hours of Work at FMF CB in the Ship Repair Group (All Employees Located on the West Coast)**

Reference: Article 16 (hours of work and overtime)

This letter refers to discussions between the parties with respect to hours of work; in particular, alternate work schedule and flex time.

The Employer and the Council both recognize the requirement to maximize the efficiency of the workforce while considering the employees' desire to have some flexibility in hours of work. It is agreed that the Council and FMF CB management will collaborate to develop and implement alternate work schedule and flex time schemes where significant operational advantages may be achieved. It should be stressed that only in those instances where the parties have reached mutual agreement to trial such concepts, will work be scheduled outside of the hours, as defined in clauses 16.01 and 16.02, while maintaining Saturday and Sunday as days of rest.

Detailed guidelines and conceptual information related to the trial of these two initiatives will be drafted as an FMF SOP developed in cooperation between the Council and FMF CB management. Details of the SOP may be reviewed at any time over the duration of the collective agreement in order to improve the trial as necessary. The parties also acknowledge the requirement to discuss the preferred way ahead for implementation of this LOU and associated SOPs beyond the life of this collective agreement. The parties also acknowledge that the outcome of these consultations may result in the reopening of the collective agreement subject to the provisions of Article 23.01.

This Letter of Understanding will expire on January 30, 2023.

## **Letter of Understanding (15-07)**

### **Re: Ship Repair Group (Continuous Improvement Collaborations)**

Both parties recognize the overall advantages of cooperation and collaboration for the purpose of continually improving the efficiencies of production work, reducing non-productive time and ensuring optimum productivity while enhancing workplace efficiencies and the quality of work life.

It is therefore agreed that both parties will periodically meet to discuss improvements in production processes and innovations aimed at achieving optimum productivity.

This Letter of Understanding will expire on January 30, 2023.