



Treasury Board of Canada
Secretariat

Secrétariat du Conseil du Trésor
du Canada

Agreement between the Treasury Board and The Federal Government Dockyards Trades and Labour Council (Esquimalt)

Group: Ship Repair
(all employees located on the West Coast)

CODE: 614/03
Expiry Date: 30 September 2003

Canada

**Agreement between
the Treasury Board and
The Federal Government
Dockyards
Trades and Labour Council
(Esquimalt)**

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(all employees located on the West Coast)

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COUNCIL AFFILIATES

**

DISTRICT COUNCIL NO 38 INTERNATIONAL BROTHERHOOD OF PAINTERS, GLAZIERS, DRYWALL TAPERS AND ALLIED TRADES

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS, SHIPYARDS RIGGERS, BENCHMEN AND HELPERS, LOCAL NO. 643

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, LOCAL NO. 456

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, LOCAL NO. 191

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 230

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 115

MACHINISTS, FITTERS AND HELPERS, LOCAL NO. 3

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL NO. 276

SHIPWRIGHTS, JOINERS AND WOOD CAULKERS' INDUSTRIAL UNION, LOCAL NO. 9

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, LOCAL NO. 324

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL NO. 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 point zero four (2087.04);
- (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 Public Service Staff Relations Board on August 20, 1976;
- (c) a **“common-law spouse”** relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person of the opposite sex, publicly represented that person to be his/her spouse, and lives and intends to continue to live with that person as if that person were his/her spouse;
- (d) **“continuous employment”** has the same meaning as in the existing rules and regulations of the Employer on the date this Agreement comes into effect;
- (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 hour 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 Public Service Staff Relations Act* and who is a member of the Ship Repair bargaining unit;
- (j) **“Employer”**, except as specifically provided in clause 14.01, means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board;
- (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) **“lay-off”** means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function;
- (n) **“leave”** means authorized absence from duty by an employee during the employee’s regular or normal hours of work;
- (o) **“overtime”** means time worked by an employee outside of the employee’s regularly scheduled hours;
- (p) **“pay”** means basic hourly rates of pay as specified in Appendix “A” and the differentials specified in Appendix “A” where applicable, and does not include shift premium;
- (q) **“sea trials”** means trials conducted outside the harbour limits;
- (r) **“straight-time rate”** means the hourly rate of pay;
- (s) **“time and one-half”** means one and one-half (1 1/2) times the straight-time rate;
- (t) **“triple time”** means three (3) times the straight-time rate;

(u) “**weekly rate of pay**” means an employee’s hourly rate of pay multiplied by forty (40).

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

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

ARTICLE 3

CONFLICT BETWEEN FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

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

3.02 In the event that there is a conflict between the contents of this Agreement and any regulation except as provided under Section 56(2) of the *Public Service Staff Relations Act*, this Agreement shall take precedence over the said regulation.

ARTICLE 4

APPLICATION

4.01 The provisions of this Agreement apply to the 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.

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 *Public Service Staff 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 Public Service Staff Relations Board on the twentieth day of August, 1976.

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 shops 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 Conciliation Board Hearings

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 Conciliation Board.

The Employer will grant leave with pay to an employee called as witness by an Arbitration Board or Conciliation Board 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.

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 1st and October 1st) of all employees who have been assigned to or have left the bargaining unit during the period.

8.05 An employee who satisfies the employer to the extent that he or she declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization registered pursuant to the *Income Tax*

Act, equal to dues, shall not be subject to this article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved

8.06 From the date of signing and for the duration of this Agreement, no employee organization, as defined in Section 2 of the *Public Service Staff Relations Act*, other than the 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 An employee is entitled, once in each fiscal year, to be informed, upon request, of the balance of his/her leave with pay credits. In addition, as soon as possible after the end of the fiscal year, an employee shall be informed in writing of the balance of his/her leave with pay credits as of March 31st.

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

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

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

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

ARTICLE 10
VACATION LEAVE WITH PAY

10.01 Vacation Year

The vacation year shall be from April 1st to March 31st 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 sixteenth (16th) 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-seventh (27th) 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 lay-off and is reappointed to the Public Service within one year following the date of lay-off.

10.03 Entitlement to Vacation Leave With Pay

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

**

10.04 Scheduling of Vacation Leave With Pay

Subject to clauses 10.05 and 10.06, 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 June 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 June, 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 10.08, Carry-over excess, by January 1st 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.

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

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

10.07 Carry-Over of Total Accumulated Vacation Leave for Ten (10) 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 ten (10) accumulated days will be approved.

10.08 Carry-over of Total Accumulated Vacation Leave in Excess of Ten (10) days

By January 1st of each year, requests to carry over vacation leave in excess of ten (10) 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 ten (10) 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.

10.09 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.

10.10 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.

10.11

- (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.

10.12 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.

10.13 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.

10.14 Advance Payments

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

10.15 Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure.

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

ARTICLE 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 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.

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 work day 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).

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 one and one quarter (1 1/4) days for each calendar month for which the employee is entitled to pay for at least ten (10) days.

12.02 Granting of Sick Leave With Pay

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

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

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

12.03 Unless otherwise informed by the Employer, a statement signed by the employee 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 clause 12.02(a), if the period of leave requested does not exceed five (5) days, but no employee shall be granted more than ten (10) days of sick leave with pay in a fiscal year solely on the basis of statements signed by the employee.

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

12.05 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the 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 twenty-five (25) days if the employee is awaiting a decision on an application for injury-on-duty leave,

or

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

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

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

ARTICLE 13

OTHER TYPES OF LEAVE WITH OR WITHOUT PAY

13.01 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

**

For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.

**

- (a) Where a member of the employee's immediate family dies, an employee shall be entitled to bereavement leave with pay for a period of not more than five (5) days and not extending beyond the day following the funeral, and may, in addition, be granted up to three (3) days' bereavement leave with pay for the purpose of travel.

**

- (b) 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 son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) 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 clauses 13.02(a) and 13.02(b) provided that the combined period of bereavement leave with pay does not exceed the amounts specified in clause 13.02(a) or 13.02(b).

13.03 Court Leave With Pay

The Employer shall grant leave with pay to an employee, other than an employee on leave without pay or under suspension, for the period of time 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 or before a grand jury,
 - (ii) before a court, judge, justice magistrate or coroner,
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,

- (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,

or
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.
- (c) to appear on his/her own behalf or, when operational requirements permit, as a witness, before an adjudicator appointed by the Public Service Staff Relations Board.

13.04 Injury-on-Duty Leave With Pay

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

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

or
- (b) an industrial illness 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 Maternity Leave without Pay

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

- (b) Notwithstanding paragraph (a):
 - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
 - or
 - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.

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

- (g) Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

13.06 Maternity Allowance

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

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

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

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

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

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

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

13.07 Special Maternity Allowance for Totally Disabled Employees

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

and

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

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

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

13.08 Parental Leave Without Pay

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

parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.

- (c) Notwithstanding paragraphs (a) and (b):
- (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
 - or
 - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than fifty-two (52) weeks after the day on which the child comes into the employee's care.

- (d) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (e) The Employer may:
- (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.

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

13.09 Parental Allowance

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

and

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

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

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

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

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment

- Insurance parental benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;
- (iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *Employment Insurance Act*, the parental allowance payable under the SUB Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the *EI Act*.
- (d) At the employee's request, the payment referred to in subparagraph 13.09(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
- (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.

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

13.10 Special Parental Allowance for Totally Disabled Employees

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

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

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

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

Subject to operational requirements, an employee shall be granted leave without pay for the personal care and nurturing of the employee's preschool age children in accordance with the following conditions:

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

13.12 Leave Without Pay for Family-Related Needs

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

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

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

13.13 Leave Without Pay for Relocation of Spouse

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

13.14 Leave With Pay for Family-Related Responsibilities

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

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- (i) an employee requesting leave under this provision must make every reasonable effort to schedule 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 up to one (1) day of 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) two (2) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;

**

- (iv) an employee shall be granted up to one (1) day of leave to take children, including children of legal or common-law spouse, 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 13.14 (a).
- (vi) three (3) days' marriage leave for the purpose of getting married provided that the employee gives the Employer at least five (5) days' notice.

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

**

13.15 Volunteer Leave

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

as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign;

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

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

ARTICLE 14

SEVERANCE PAY

14.01 For the purpose of this Article, the terms:

- (a) “Employer” includes any organization, service with which is included in the calculation of “continuous employment”;
- (b) “weekly rate of pay” means the employee’s 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.

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14.02 Lay-off

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 and one (1) week’s pay for each succeeding completed year of continuous employment on the first lay-off and one (1) week’s pay for each completed year of continuous employment on a subsequent lay-off. In the case of a partial year of continuous employment, one (1) week’s pay multiplied by the number of days of continuous employment divided by 365.

14.03 Resignation

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

14.04 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 week's pay multiplied by the number of days of continuous employment divided by 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.

14.05 Death

Regardless of any other payment to an employee's estate, if the employee dies there shall be paid to the estate, severance pay calculated by multiplying the employee's weekly rate of pay at the time of death by the number of completed years of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay, 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.

14.06 Termination for Cause for Reasons of Incapacity

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

14.07 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.

14.08

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 14.01 to 14.07 be pyramided.

ARTICLE 15
HOURS OF WORK AND OVERTIME

15.01 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.

15.02 The hours of work shall be scheduled as follows:

- (a) the first (night) shift shall be from 0000 hour 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.

15.03 Notwithstanding the provisions of clause 15.02, 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 15.02, and the Employer agrees to discuss with the Council such changes in working hours before implementing them.

15.04 The hours of work described in clauses 15.01 and 15.02 shall not be construed as a guarantee of a minimum or of a maximum hours of work.

15.05 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 15.09 for all hours worked on that first shift of the new schedule.

15.06 Notwithstanding the provisions of clause 15.02:

- (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 24.01.
- (b) An employee who works on the first or third shift, other than as described in 15.06(a) shall be paid at double (2) time rate for each hour so worked and no shift premium shall be paid.

15.07 The Employer endeavours to schedule shift work only when necessary.

15.08 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.

15.09 Overtime Compensation

Subject to clause 15.11, 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 15.10.

15.10 An employee who works for a period of fifteen (15) hours or more 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.

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

15.12 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 15.02, 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.

15.13

- (a) Notwithstanding the provisions of clauses 15.09, 15.10 and 17.03 an employee may request, in lieu of overtime payment, compensatory leave with pay. Approval of the Employer shall not be unreasonably withheld.
- (b) The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment in the employee's substantive position on the day immediately prior to the day on which leave is taken.
- (c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- (d) Compensatory leave resulting from overtime worked during the first three quarters of the fiscal year (April 1st to December 31st), shall be used by the employee by March 15th of that year, otherwise the compensatory leave will be paid in accordance with clause 15.13(b).

**

- (e) Compensatory leave resulting from overtime worked between January 1st and March 14th inclusive, and not used by March 15th, may be carried over to the next quarter following submission of a written request and a Leave Form to, and approval of the Department Head. Such compensatory leave carried over shall be used during that quarter, otherwise it will be paid in accordance with clause 15.13(b).
- (f) Compensatory leave resulting from overtime worked between March 15th and March 31st will be carried over to the next fiscal year unless the employee requests that it be paid. If so requested, compensatory leave will be paid in accordance with clause 15.13(b).

15.14 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.

15.15 Overtime Meal Allowance

**

- (a) A meal allowance of nine dollars and fifty cents (\$9.50) will be paid:
 - (i) to an employee who is not advised prior to mid-shift that he/she will be required to work overtime and provided the employee works for three (3) hours, commencing not more than one (1) hour following the employee's normal quitting time;
 - (ii) to an employee who is required to work at least three (3) hours immediately preceding the employee's normal starting time;
 - (iii) after an employee has worked an initial period of three (3) hours overtime, for each subsequent four (4)-hour period of overtime worked;
 - (iv) to an employee who has been recalled to work as provided in clause 18.01 for each four (4)-hour period of overtime worked;

and

- (v) to an employee who has been advised that he/she is required to work overtime commencing not more than one (1) hour following the normal quitting time and is subsequently advised after mid-shift that he/she is not required to work.

**

- (b) Except as provided in clause 15.15(a)(iv), an employee who works overtime on days of rest or holidays is not entitled to a meal allowance for the first eight (8) hours worked. A meal allowance of nine dollars and fifty cents (\$9.50) will be paid for each subsequent four (4)-hour period of overtime worked.
- (c) The provisions of clauses 15.15(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 clauses 15.15(a) and (b).

ARTICLE 16

WASH-UP TIME

16.01 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 centers and longer periods will be scheduled as necessary when employees are assigned to other locations.

ARTICLE 17

TRAVELLING

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

17.02

- (a) Where an employee is required by the Employer to work at a point outside the employee's headquarters area, the employee shall be reimbursed for reasonable expenses as defined by the Employer.

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

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

**

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

**

- (iii) at the applicable overtime rate for all travel outside the employee's regular scheduled hours of work to a maximum of twelve (12) hours' pay at straight time in any twenty-four (24)-hour period;
- (c) on a rest day on which the employee travels and works, at the applicable overtime rate:

**

- (i) for travel time, in an amount not exceeding twelve (12) hours' straight-time pay,
- and
- (ii) for all time worked;

**

- (d) notwithstanding the limitations stated in clause 17.03(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 twelve (12) hours' straight-time pay.

17.04 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.

17.05 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.

17.06 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.

17.07

- (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 clause 17.07(a), when an employee is required to utilize service accommodation, such accommodation shall be the equivalent where available, of good commercial accommodation.

**

17.08 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 additional day off for each additional

20 nights that the employee is away from his or her permanent residence to a maximum of 80 nights.

- (b) The maximum number of days off earned under this clause shall not exceed five (5) days in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) This leave with pay is deemed to be compensatory leave and is subject to paragraphs 15.13.

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

ARTICLE 18
CALL-BACK PAY

18.01 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.

18.02 Overtime earned under clause 18.01 shall be compensated in cash 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 15.13 of Article 15, Hours of Work and Overtime.

18.03 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.

18.04 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.

ARTICLE 19

GRIEVANCE PROCEDURE

19.01 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 NJC parties to this agreement have endorsed, the grievance procedure will be in accordance with Section 14.0 of the NJC By-Laws.

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

19.03 In this procedure:

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

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

- (a) where there is another administrative procedure provided by law to deal with the employee's specific complaint such procedure must be followed,
and
- (b) where the grievance relates to the interpretation or application of this collective agreement or an arbitral award the employee is not entitled to present the grievance unless the employee has the approval of and is represented by the Council.

19.05 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 Receiving Officer to whom a grievance is to be presented. 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.

19.06 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit his/her grievance to the Receiving Officer who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,
and
- (b) provide the employee with a receipt stating the date on which the grievance was received by him/her.

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

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

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

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

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

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

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

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

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

- (a) the interpretation or application in respect of the employee of a provision of a collective agreement or arbitral award,
- or
- (b) disciplinary action resulting in discharge, suspension or a financial penalty,

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

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

19.17 Where the Employer demotes or terminates an employee for cause pursuant to paragraph 11(2)(f) or (g) of the *Financial Administration Act*, the Grievance Procedure set forth in this article shall apply, except that the decision on the grievance shall be made by the Employer at the final level only. The written reply to the grievance shall be delivered to the employee and, if applicable, to the Council, within thirty (30) days.

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

19.19

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

19.20 The Employer acknowledges the employee's right to representation by the Council in the presentation of his/her grievance at any level in the Grievance Procedure, including the complaint level referred to in clause 19.02.

ARTICLE 20

SAFETY AND HEALTH

20.01 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.

20.02

- (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 21

TECHNOLOGICAL CHANGE

21.01 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.

21.02 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 22

AGREEMENT RE-OPENER

22.01 This Agreement may be amended by mutual consent.

**ARTICLE 23
ALLOWANCES**

23.01 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 clause 23.01(b) or (c) will not serve to deny an employee the right to present a grievance arising out of the application of clause 23.01(a).

**

- (e) No allowance under this clause will be paid to an employee performing the duties of a Production Supervisor (MGT-1).

23.02 Height Pay

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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 prorata basis for actual time worked:

- (a) on land-based radio antenna towers of five hundred (500) feet 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 bucket or boatswain's chair;
 - (c) while suspended in a boatswain's chair above 02 deck in Iroquois and Halifax Class uptakes;
 - (d) more than thirty (30) feet above the base of ship's masts where no scaffolding is arranged, except for riggers and rigger apprentices;
 - (e) while operating a JLG from a barge or SCOW;
- or
- (f) 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 thirty (30) feet above the tire base.
 - (g) for repair work on jetty cranes which is at height greater than thirty (30) feet above the crane base and no scaffolding exists, except for riggers and rigger apprentices;
 - (h) for installation work on the side of buildings, ships or structures thirty (30) feet 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 mast box;
 - (i) for erecting or removing staging on the outboard side of the fixed structure supporting the SLA 15 Antenna Group, STIR and CIWS, on Iroquois and Halifax Class ships.

and

**

- (j) on repair work on CPF CWIS, CPF AFT STIR, Port and STBD STIR on Iroquois class ships, and aft CWIS upper platform on AOR class ships, 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.

23.03 Sea Duties Aboard Surface Vessels

When an employee is required to go to sea (i.e. 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 fifteen (15) 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.

23.04 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 five dollars (\$5.00). If the employee leaves the ship by similar transfer the employee shall be paid a further five dollars (\$5.00).

**

23.05 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) 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 sub-clause 23.05(a).

ARTICLE 24

SHIFT PREMIUM

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

- (a) one-fifteenth (1/15) 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 25

PAY

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

25.02

- (a) The rates of pay set forth in Appendix "A" shall become effective on the date specified therein.

- (b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of the collective agreement, the following shall apply:
- (i) "retroactive period", for the purpose of subclause 25.02(b)(ii) to (v), means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the collective agreement is signed or when an arbitral award is rendered therefore;
 - (ii) 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 bargaining unit during the retroactive period;
 - (iii) rates of pay shall be paid in an amount equal to what would have been paid had the collective agreement been signed or an arbitral award rendered therefore on the effective date of the revision in rates of pay;
 - (iv) in order for former employees, or in the case of death for the former employees' representatives, to receive payment in accordance with sub-clause 25.02(b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment after which time any obligation upon the Employer to provide payment ceases;
 - (v) no payment nor notification shall be made pursuant to sub-clause 25.02(b) for one (1) dollar or less.

25.03

- (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.

25.04 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.

25.05 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 clause 2.01(m).

25.06 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.

25.07 Payments made as a result of clause 25.04 shall not change the holding rates of pay or the holding scale of rates to which an employee is entitled.

25.08 For the information of employees the assignment of jobs to sub-groups and levels shall be as described in Appendix "A".

25.09 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 26**LOSS OF PERSONAL EFFECTS**

**

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

26.02 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 one thousand dollars (\$1,000) based on replacement cost less the usual rate of depreciation.

26.03 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 27

TOOLS

27.01 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.

27.02 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 28

ILLEGAL STRIKES

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

ARTICLE 29

NOTICE TO AMEND OR RENEW THE COLLECTIVE AGREEMENT

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

ARTICLE 30
JOINT CONSULTATION

30.01 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.

30.02 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.

30.03 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 31

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

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

31.02 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.

31.03 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.

31.04 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.

31.05 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.

ARTICLE 32

HARASSMENT

32.01 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 work place.

32.02

(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 32.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual consent.

ARTICLE 33

NATIONAL JOINT COUNCIL AGREEMENTS

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

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

33.03 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:

- (1) Bilingual Bonus
- (2) Boilers and Pressure Vessels
- (3) Clothing Policy - Protective
- (4) Clothing Policy - Uniforms
- (5) Commuting Assistance
- (6) Committees and Representatives
- (7) Dangerous Substances
- (8) Electrical
- (9) Elevated Work Structures
- (10) Elevating Devices

- (11) First Aid
- (12) First Aid to General Public Allowance for Employees
- (13) Foreign Service Directives
- (14) Hazardous Confined Spaces
- (15) Isolated Posts Directive
- (16) Living Accommodation Charges
- (17) Material Handling
- (18) Memorandum of Understanding on Definition of Spouse
- (19) Motor Vehicle Operations
- (20) Noise Control and Hearing Conservation
- (21) Personal Protective Equipment
- (22) Pesticides
- (23) Refusal to Work
- (24) Relocation Directive
- (25) Sanitation
- (26) Tools and Machinery Safety and Health Standard
- (27) Travel Policy
- (28) Use and Occupancy of Buildings

33.04 Grievances in regard to the above directives, policies or regulations shall be filed in accordance with clause 19.01 of this Collective Agreement.

ARTICLE 34
DURATION AND RENEWAL

34.01 Unless otherwise expressly stipulated, the provisions of this Collective Agreement shall become effective on the date of signature of the Collective Agreement.

**

34.02 This Collective Agreement shall expire on September 30, 2003.

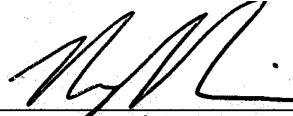
SIGNED AT VICTORIA, this 18th day of the month of December 2001.

THE TREASURY BOARD OF
CANADA

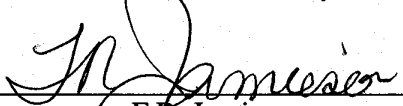
THE FEDERAL GOVERNMENT
DOCKYARD TRADES AND
LABOUR COUNCIL
(ESQUIMALT)



Hélène Laurendeau



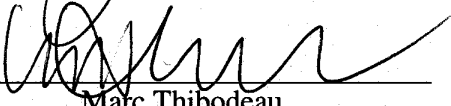
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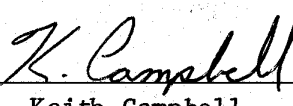
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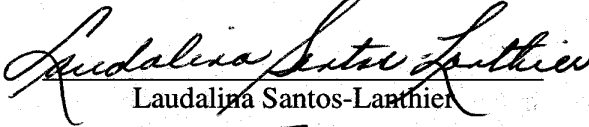
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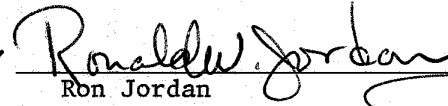
Marc Thibodeau



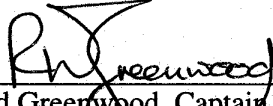
Keith Campbell




Laudalina Santos-Lanthier



Ron Jordan



Richard Greenwood, Captain (Navy)



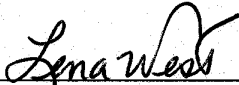
Ervin Beisiegel



Steve Anderson



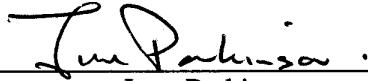
Alan Thomson



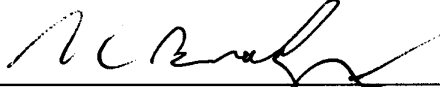
Lena West

THE TREASURY BOARD OF
CANADA

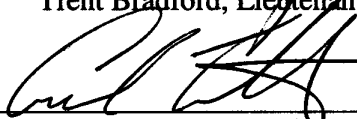
THE FEDERAL GOVERNMENT
DOCKYARD TRADES AND
LABOUR COUNCIL
(ESQUIMALT)



June Parkinson



Trent Bradford, Lieutenant (Navy)



Carl Trotter

APPENDIX "A"

SR(W) - SHIP REPAIR GROUP
(All Employees Located on the West Coast)

Pay Group	Sub-Group and level	Descriptive Titles	Oct 1, 1999 \$	Oct 1, 2000 \$	Oct 1, 2001 \$	Oct 1, 2002 \$
1	ELE-2	Trades Helper (Rocky Point)	19.99	19.99	19.99	19.99
	ELE-3	Marine Industrial Worker	19.99	(11)	(12)	(13)
2	ELE-4	Trades Material Support	21.32	22.00	22.62	23.19
3	SPS-5	Surface Preparation Worker	21.93	22.63	23.26	23.84
4	MAN-5	Marine System Maintenance	24.84	25.63	26.35	27.01
	PRW-6	Sail Maker/Liferaft Repair	24.84	25.63	26.35	27.01
	SPS-6	Painter	24.84	25.63	26.35	27.01
	MDO-6	Crane and Pump Operator	24.84	25.63	26.35	27.01
	MAN-7	Lagger	24.84	25.63	26.35	27.01
	SPS-7	Electro-plater	24.84	25.63	26.35	27.01
	MAN-7	Welder	24.84	25.63	26.35	27.01
	PRW-8	Rigger	24.84	25.63	26.35	27.01
	PIP-8	Pipefitter	24.84	25.63	26.35	27.01
	SMW-8	Sheet Metal Worker	24.84	25.63	26.35	27.01
	WOW-8	Shipwright/Joiner	24.84	25.63	26.35	27.01
	MAM-9	Maintenance Mechanic (Fridge)	24.84	25.63	26.35	27.01
	MAM-9	Maintenance Mechanic (Oil)	24.84	25.63	26.35	27.01
	MAC-9	Machinist	24.84	25.63	26.35	27.01
	EME-9	Fitter Diesel	24.84	25.63	26.35	27.01
	EME-9	Fitter Mechanic	24.84	25.63	26.35	27.01
	EME-9	Fitter Weapons	24.84	25.63	26.35	27.01
	BOB-9	Boilermaker	24.84	25.63	26.35	27.01
	MAM-10	Plant Maintenance	24.84	25.63	26.35	27.01
	EEW-10	Marine Electrician	24.84	25.63	26.35	27.01
5	EEW(R)-10	Electronics Repairman	25.00	25.80	26.52	27.18

Pay Group	Sub-Group and level	Descriptive Titles	Oct 1, 1999 \$	Oct 1, 2000 \$	Oct 1, 2001 \$	Oct 1, 2002 \$		
6	MAN-7	Welder (HP) (1)	25.72	26.54	27.28	27.96		
	PIP-8	Pipefitter (HP) (2)	25.72	26.54	27.28	27.96		
	WOW-8/BOB-9	Loftsman/Patternmaker (3)	25.72	26.54	27.28	27.96		
	MAC-10	Bailey Meter (4)	25.72	26.54	27.28	27.96		
	MAC-11	Tool and Die	25.72	26.54	27.28	27.96		
	INM-11	Instrument Repairman	25.72	26.54	27.28	27.96		
	EEW-11	Electrical Technician (5)	25.72	26.54	27.28	27.96		
	EEW-11	Electronics Technician (6)	25.72	26.54	27.28	27.96		
	7	PLE-9	Planner Estimator/Scheduler	N/A	27.73	28.51	29.22	
QCW-10		Quality Control	N/A	27.73	28.51	29.22		
8	PLE-10	Planner Estimator/Scheduler	26.87	28.83	29.64	30.38		
	QCW-11	Quality Control	25.72	28.83	29.64	30.38		
9	APA-1	Apprentices 4 years (7)	14.90	15.38	15.81	16.21		
	APA-2		16.15	16.67	17.14	17.57		
	APA-3		17.39	17.95	18.45	18.91		
	APA-4		18.63	19.23	19.77	20.26		
	APA-5		19.87	20.51	21.08	21.61		
	APA-6		21.11	21.79	22.40	22.96		
	APA-7		22.36	23.08	23.73	24.32		
	APA-8		23.60	24.36	25.04	25.67		
	APB-1	Apprentices 5 years (7)	14.90	15.38	15.81	16.21		
	APB-2		15.90	16.41	16.87	17.29		
	APB-3		16.89	17.43	17.92	18.37		
	APB-4		17.88	18.45	18.97	19.44		
	APB-5		18.88	19.48	20.03	20.53		
	APB-6		19.87	20.51	21.08	21.61		
	APB-7		20.87	21.54	22.14	22.69		
	APB-8		21.86	22.56	23.19	23.77		
	APB-9		22.85	23.58	24.24	24.85		
	APB-10		23.85	24.61	25.30	25.93		
	10		APC-1	Apprentices 4 years (8)			13.18	13.51
			APC-2				14.88	15.25
APC-3					16.56	16.97		

Pay Group	Sub-Group and level	Descriptive Titles	Oct 1, 1999 \$	Oct 1, 2000 \$	Oct 1, 2001 \$	Oct 1, 2002 \$
	APC-4				18.26	18.72
	APC-5				19.95	20.45
	APC-6				21.64	22.18
	APC-7				23.34	23.92
	APC-8				25.04	25.67
	APD-1	Apprentices 5 years (8)			13.18	13.51
	APD-2				14.49	14.85
	APD-3				15.81	16.21
	APD-4				17.14	17.57
	APD-5				18.45	18.91
	APD-6				19.77	20.26
	APD-7				21.08	21.61
	APD-8				22.40	22.96
	APD-9				23.73	24.32
	APD-10				25.05	25.68
11	LH	Lead Hand	1.24	1.28	1.32	1.35
12	EEW-12	Charge Hand	27.65	28.53	29.33	30.06
13	MGT-1	Production Supervisor	28.76	29.68	30.51	31.27
			29.84	30.79	31.65	32.44
			30.92	31.91	32.80	33.62
SALARY PROTECTED EMPLOYEES						
	MAT-5	Sand Blaster Chargehand	25.25	26.06	26.79	27.46
	BOB-9	Boilermaker Chargehand	26.53	27.38	28.15	28.85
	SMW-8	Sheet Metal Chargehand				
	WOW-8	Carpenter Chargehand				
	PIP-08	Pipe Fitter Chargehand				
	EEW-10	Electrician Chargehand				
	EME-10	Fitter Chargehand				
	SPS-6	Painter Chargehand				
	EEW-11	Electronic Systems Chargehand	27.65	28.53	29.33	30.06
	ELE-3	Trades Helper Chargehand	24.16	24.93	25.63	26.27

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) All periods represent nine hundred (900) worked hours. An apprentice in the bargaining unit prior to the signing of the collective agreement, will remain in this pay group and continue to progress in increment periods until the completion of their apprenticeship.
 - (8) All periods represent nine hundred (900) worked hours. An apprentice which enters the bargaining unit after the signing of the collective agreement, will follow this pay group.
 - (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).

**

- (11) An employee in the bargaining unit on September 30, 2000, who is appointed or deployed to a position in the above Pay Group 1 on the date of signing of the collective agreement, will receive a comprehensive lump sum payment of a nominal value of \$1,300, in lieu of the economic increase for the period of October 1, 2000 to September 30, 2001.

**

- (12) An employee in the bargaining unit on September 30, 2001, who is appointed or deployed to a position in the above Pay Group 1 will receive a comprehensive lump sum payment of a nominal value of \$1,200, in lieu of the economic increase for the period of October 1, 2001 to September 30, 2002.

**

- (13) An employee in the bargaining unit on September 30, 2002, who is appointed or deployed to a position in the above Pay Group 1 will receive a comprehensive lump sum payment of a nominal value of \$1,100, in lieu of the economic increase for the period of October 1, 2002 to September 30, 2003.

APPENDIX "B"

WORK FORCE ADJUSTMENT

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General

Application

This appendix applies to all employees. Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

Collective agreement

With the exception of those provisions for which the Public Service Commission (PSC) is responsible, this Appendix is part of this Agreement.

Notwithstanding the Job Security Article, in the event of conflict between the present Work Force Adjustment Appendix and that article, the present Work Force Adjustment Appendix will take precedence.

Objectives

It is the policy of the Employer to maximise employment opportunities for indeterminate employees affected by work force adjustment situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment.

To this end, every indeterminate employee whose services will no longer be required because of a work force adjustment situation and for whom the deputy head knows or can predict employment availability will receive a guarantee of a reasonable job offer within the Public Service. Those employees for whom the deputy head cannot provide the guarantee will have access to transitional employment arrangements (as per Part VI and VII).

Definitions

Accelerated lay-off (*mise en disponibilité accélérée*) – occurs when a surplus employee makes a request to the deputy head, in writing, to be laid off at an earlier date than that originally scheduled, and the deputy head concurs. Lay-off entitlements begin on the actual date of lay-off.

Affected employee (*employé-e touché*) – is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of a work force adjustment situation.

Alternation (*échange de postes*) – occurs when an opting employee (not a surplus employee) who wishes to remain in the Public Service exchanges positions with a non-affected employee (the alternate) willing to leave the Public Service with a Transition Support Measure or with an Education Allowance.

Alternative delivery initiative (*diversification des modes de prestation des services*) – is the transfer of any work, undertaking or business of the Public Service to any body or corporation that is a separate employer or that is outside the Public Service.

Appointing department (*ministère d'accueil*) – is a department or agency which has agreed to appoint or consider for appointment (either immediately or after retraining) a surplus or a laid-off person.

Deputy head (*administrateur général*) – has the same meaning as in the definition of “Deputy Head” set out in section 2 of the *Public Service Employment Act*, and also means his or her official designate.

Education Allowance (*indemnité d'études*) – is one of the options provided to an indeterminate employee affected by normal work force adjustment for whom the deputy head cannot guarantee a reasonable job offer. The Education Allowance is a cash payment, equivalent to the Transitional Support Measure (see Annex B), plus a reimbursement of tuition from a recognised learning institution, book and mandatory equipment costs, up to a maximum of \$8,000.00.

Guarantee of a reasonable job offer (*garantie d'une offre d'emploi raisonnable*) – is a guarantee of an offer of indeterminate employment within the Public Service provided by the deputy head to an indeterminate employee who is affected by work force adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability in the Public Service. Surplus employees in receipt of this guarantee will not have access to the Options available in Part VI of this appendix.

Home department (*ministère d'attache*) – is a department or agency declaring an individual employee surplus.

Laid off person (*personne mise en disponibilité*) – is a person who has been laid off pursuant to PSEA 29(1) and who still retains a reappointment priority under PSEA 29(3).

Lay-off notice (*avis de mise en disponibilité*) – is a written notice of lay-off to be given to a surplus employee at least one month before the scheduled lay-off date. This period is included in the surplus period.

Lay-off priority (*priorité de mise en disponibilité*) – a person who has been laid off is entitled to a priority for appointment without competition or appeal to a position in the Public Service for which, in the opinion of the PSC, they are qualified. This priority is accorded for one (1) year following the lay-off date, pursuant to subsection 29(3) of the *Public Service Employment Act*, or following the termination date, pursuant to paragraph 11(2.01) of the *Financial Administration Act*.

Opting employee (*employé-e optant*) – is an indeterminate employee whose services will no longer be required because of a work force adjustment situation and who has not received a guarantee of a reasonable job offer from the deputy head and who has 90 days to consider the Options of Part 6.3 of this appendix.

Pay (*rémunération*) – has the same meaning as “rate of pay” in this Agreement.

Priority administration system (*système d’administration des priorités*) – is a system designed by the PSC to facilitate appointments of individuals entitled to statutory and regulatory priorities.

Public Service (*fonction publique*) – means the several positions in or under any department, agency, or other portion of the Public Service of Canada specified in Schedule I, Part I of the *Public Service Staff Relations Act* (PSSRA), for which the PSC has the sole authority to appoint.

Reasonable job offer (*offre d’emploi raisonnable*) – is an offer of indeterminate employment within the Public Service, normally at an equivalent level but could include lower levels. Surplus employees must be both trainable and mobile. Where practicable, a reasonable job offer shall be within the employee’s headquarters as defined in the Travel Directive. In Alternative Delivery situations, a reasonable offer is one that meets the criteria set out in Type 1 and Type 2 of Part VII of this appendix.

Reinstatement priority (*priorité de réintégration*) – is an appointment priority accorded by the PSC, pursuant to the *Public Service Employment Regulations*, to certain individuals salary-protected under this appendix for the purpose of assisting such persons to re-attain an appointment level equivalent to that from which they were declared surplus.

Relocation (*réinstallation*) – is the authorised geographic move of a surplus employee or laid-off person from one place of duty to another place of duty, beyond what, according to local custom, is a normal commuting distance.

Relocation of work unit (*réinstallation d'une unité de travail*) – is the authorised move of a work unit of any size to a place of duty beyond what, according to local custom, is normal commuting distance from the former work location and from the employee's current residence.

Retraining (*recyclage*) – is on-the-job training or other training intended to enable affected employees, surplus employees and laid-off persons to qualify for known or anticipated vacancies within the Public Service.

Surplus employee (*employé-e excédentaire*) – is an indeterminate employee who has been formally declared surplus, in writing, by his or her deputy head.

Surplus priority (*priorité d'employé-e excédentaire*) – is an entitlement for a priority in appointment accorded by the PSC, pursuant to the *Public Service Employment Regulations*, to surplus employees to permit them to be appointed to other positions in the Public Service without competition or right of appeal.

Surplus status (*statut d'employé-e excédentaire*) – An indeterminate employee is in surplus status from the date he or she is declared surplus until the date of lay-off, until he or she is indeterminately appointed to another position, until his or her surplus status is rescinded, or until the person resigns.

Transition Support Measure (*mesure de soutien à la transition*) – is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The Transition Support Measure is a cash payment based on the employee's years of service in the Public Service, as per Annex B.

Twelve-month surplus priority period in which to secure a reasonable job offer (*Priorité d'employé-e excédentaire d'une durée de douze mois pour trouver une offre d'emploi raisonnable*) – is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer.

Work force adjustment (*réaménagement des effectifs*) – is a situation that occurs when a deputy head decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function, a relocation in which the employee does not wish to relocate or an alternative delivery initiative.

Authorities

The PSC has endorsed those portions of this appendix for which it has responsibility.

Monitoring

Departments shall retain central information on all cases occurring under this appendix, including the reasons for the action; the number, occupational groups and levels of employees concerned; the dates of notice given; the number of employees placed without retraining; the number of employees retrained (including number of salary months used in such training); the levels of positions to which employees are appointed and the cost of any salary protection; and the number, types, and amounts of lump sums paid to employees.

This information will be used by the Treasury Board Secretariat to carry out its periodic audits.

References

The primary references for the subject of Work Force Adjustment are as follows:

Canada Labour Code, Part I.

Financial Administration Act, section 11.

Pay Rate Selection (*Treasury Board Manual*, Pay administration volume, Chapter 3).

Policy on termination of Employment in Alternative Delivery Situations (*Treasury Board Manual*, Human Resources Volume, Chapter 1-13)

Public Service Employment Act, section 29.

Public Service Employment Regulations, sections 34, 35, 36, 37, 39 and 42.

Public Service Staff Relations Act, sections 48.1 and 49.

Public Service Superannuation Act, section 40.1.

Relocation Directive (*Treasury Board Manual*, Employee Services Volume, Chapter 3-1).

Travel Directive (*Treasury Board Manual*, Employee Services Volume, Chapter 1-1).

Enquiries

Enquiries about this appendix should be referred to the Council, or the responsible officers in departmental headquarters.

Responsible officers in departmental headquarters may, in turn, direct questions regarding the application of this appendix to the Human Resources Management Group, Human Resources Branch, Treasury Board Secretariat.

Enquiries by employees pertaining to entitlements to a priority in appointment or to their status in relation to the priority appointment process should be directed to their departmental human resource advisors or to the regional and district offices of the PSC responsible for their case. Responsible officers in departmental headquarters seeking interpretations and guidance may contact the Employment Equity and Priority Administration Division of the Recruitment Programs and Priority Administration Directorate, Resourcing and Learning Branch, Public Service Commission Canada.

Part I

Roles and responsibilities

1.1 Departments

1.1.1 Since indeterminate employees who are affected by work force adjustment situations are not themselves responsible for such situations, it is the responsibility of departments to ensure that they are treated equitably and, whenever possible, given every reasonable opportunity to continue their careers as Public Service employees.

1.1.2 Departments shall carry out effective human resource planning to minimise the impact of work force adjustment situations on indeterminate employees, on the department, and on the Public Service.

1.1.3 Departments shall establish work force adjustment committees, where appropriate, to manage the work force adjustment situations within the department.

1.1.4 Departments shall, as the home department, cooperate with the PSC and appointing departments in joint efforts to redeploy or retrain for redeployment to appointing departments departmental surplus employees and laid-off persons.

1.1.5 Departments shall establish systems to facilitate redeployment or retraining of the department's affected employees, surplus employees, and laid-off persons.

1.1.6 When a deputy head determines that the services of an employee are no longer required beyond a specified date due to lack of work or discontinuance of a function, the deputy head shall advise the employee, in writing, that his or her services will no longer be required. A copy of this letter shall be sent forthwith to the PSC.

Such a communication shall also indicate if the employee:

- (a) is being provided a guarantee of a reasonable job offer from the deputy head and that the employee will be in surplus status from that date on,

or
- (b) is an opting employee and has access to the Options of Section 6.3 of this appendix because the employee is not in receipt of a guarantee of a reasonable job offer from the deputy head.

Where applicable, the communication should also provide the information relative to the employee's possible lay-off date.

1.1.7 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those employees subject to work force adjustment for whom they know or can predict employment availability in the Public Service.

1.1.8 Where a deputy head cannot provide a guarantee of a reasonable job offer, the deputy head will provide 90 days to consider the three Options outlined in Part VI of this appendix to all opting employees before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected Option (a), Twelve-month surplus priority period in which to secure a reasonable job offer.

1.1.9 The deputy head shall make a determination to either provide a guarantee of a reasonable job offer or access to the Options set out in 6.3 of this appendix, upon request of any indeterminate affected employee who can demonstrate that his or her duties have already ceased to exist.

1.1.10 Departments shall send written notice to the PSC of the employee's surplus status, and shall send to the PSC such details, forms, resumes, and other material as the PSC may from time to time prescribe as necessary for it to discharge its function.

1.1.11 Departments shall advise and consult with the Council representatives as completely as possible regarding any work force adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the Council the name and work location of affected employees.

1.1.12 The home department shall recommend in writing to the PSC whether the employee is suitable for appointment. Where an employee is not considered suitable for appointment, the department shall advise the employee and the Council of that recommendation. The department shall send to the employee a copy of the written communication to the Public Service Commission, indicating the reasons for the recommendation together with any enclosures. The department shall also advise the employee that he or she may make oral or written submissions about the matter to the Public Service Commission before the PSC makes its decision. Where the Public Service Commission does not accept the department's recommendation, the department shall provide the surplus period required under this appendix, beginning on the date the department is advised of the decision. The department shall so advise the employee.

1.1.13 The home department shall provide the PSC with a statement that it would be prepared to appoint the surplus employee to a suitable position in the department commensurate with his or her qualifications, if such a position were available.

1.1.14 Departments shall provide that employee with the official notification that he or she has become subject to a work force adjustment and shall remind them that Appendix "B" on Work Force Adjustment of this Agreement applies.

1.1.15 Deputy heads shall apply this appendix so as to keep actual involuntary lay-offs to a minimum, and lay-offs shall normally only occur where an individual has refused a reasonable job offer, or is not mobile, or cannot be retrained within two years, or is laid-off at his or her own request.

1.1.16 Departments are responsible to counsel and advise their affected employees on their opportunities of finding continuing employment in the Public Service.

1.1.17 Appointment of surplus employees to alternative positions, whether with or without retraining, shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower level. Departments shall avoid appointment to a lower level except where all other avenues have been exhausted.

1.1.18 Home departments shall appoint as many of their own surplus employees or laid-off persons as possible, or identify alternative positions (both actual and anticipated) for which individuals can be retrained.

1.1.19 Home departments shall relocate surplus employees and laid-off individuals, if necessary.

1.1.20 Relocation of surplus employees or laid-off persons shall be undertaken when the individuals indicate that they are willing to relocate and relocation will enable their redeployment or reappointment, providing that:

- (a) there are no available priority persons, or priority persons with a higher priority, qualified and interested in the position being filled;
- or
- (b) no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

1.1.21 The cost of travelling to interviews for possible appointments and of relocation to the new location shall be borne by the employee's home department. Such cost shall be consistent with the Travel and Relocation directives.

1.1.22 For the purposes of the Relocation directive, surplus employees and laid-off persons who relocate under this appendix shall be deemed to be employees on Employer-requested relocations. The general rule on minimum distances for relocation applies.

1.1.23 For the purposes of the Travel directive, laid-off persons travelling to interviews for possible reappointment to Public Service are deemed to be "other persons travelling on government business".

1.1.24 For the priority period, home departments shall pay the salary costs, and other authorised costs such as tuition, travel, relocation, and retraining for surplus employees and laid-off persons, as provided for in this Agreement and the various directives; all authorised costs of termination; and salary protection upon

lower-level appointment, unless the appointing department is willing to absorb these costs in whole or in part.

1.1.25 Where a surplus employee is appointed by another department to a term position, the home department is responsible for the costs above for one (1) year from the date of such appointment, after which the appointing department becomes the new home department.

1.1.26 Departments shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position under this appendix.

1.1.27 Departments shall inform the PSC in a timely fashion of the results of all referrals made to them under this appendix, whether such referrals are for immediate appointment, for retraining designed to qualify individuals for appointment, or for anticipated vacancies.

1.1.28 Departments shall review the use of private temporary agency personnel, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, departments shall not re-engage such temporary agency personnel nor renew the employment of such employees referred to above where such action would facilitate the appointment of surplus employees or laid-off persons.

1.1.29 Nothing in the foregoing shall restrict the Employer's right to engage or appoint persons to meet short-term, non-recurring requirements. Surplus and laid-off persons shall be given priority even for these short-term work opportunities.

1.1.30 Departments may lay off an employee at a date earlier than originally scheduled when the surplus employee requests them to do so in writing.

1.1.31 Departments, acting as appointing departments, shall cooperate with the PSC and other departments in accepting, to the extent possible, affected, surplus and laid-off persons, from other departments for appointment or retraining.

1.1.32 Departments shall provide surplus employees with a lay-off notice at least one month before the proposed lay-off date, if appointment efforts have been unsuccessful.

1.1.33 When a surplus employee refuses a reasonable job offer, he or she shall be subject to lay-off one month after the refusal, however not before six months after the surplus declaration date.

1.1.34 Departments are to presume that each employee wishes to be redeployed unless the employee indicates the contrary in writing.

1.1.35 Departments shall inform and counsel affected and surplus employees as early and as completely as possible and shall, in addition, assign a counsellor to each opting and surplus employee and laid-off person to work with them throughout the process. Such counselling is to include explanations and assistance concerning:

- (a) the work force adjustment situation and its effect on that individual;
- (b) the work force adjustment appendix;
- (c) the PSC's Priority Administration System and how it works from the employee's perspective (referrals, interviews or "boards", feedback to the employee, follow-up by the PSC, how the employee can obtain job information and prepare for an interview, etc.);
- (d) preparation of a curriculum vitae or resume;
- (e) preparation for an interview with the PSC;
- (f) the employee's rights and obligations;
- (g) the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
- (h) alternatives that might be available to the employee (alternation, appointment, relocation, retraining, lower-level employment, term employment, retirement including possibility of waiver of penalty if entitled to an annual allowance, Transition Support Measure, Education Allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated lay-off);
- (i) the likelihood that the employee will be successfully appointed;
- (j) the meaning of a guarantee of reasonable job offer, a Twelve-month surplus priority period in which to secure a reasonable job offer, a Transition Support Measure, an Education Allowance;

- (k) the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
 - (l) preparation for interviews with prospective employers;
 - (m) repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
- and
- (n) advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity.

1.1.36 Home departments shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by themselves, the employee and the appointing department.

1.1.37 Severance pay and other benefits flowing from other clauses in this Agreement are separate from, and in addition to, those in this appendix.

1.1.38 Any surplus employee who resigns under this appendix shall be deemed, for the purposes of severance pay and retroactive remuneration, to be involuntarily laid off on the day as of which the deputy head accepts in writing the employee's resignation.

1.2 The Treasury Board Secretariat

1.2.1 It is the responsibility of the Treasury Board Secretariat to:

- (a) investigate and seek to resolve situations referred by the PSC or other parties,
- and
- (b) consider departmental requests for retraining resources.

1.3 The Public Service Commission

1.3.1 The PSC shall establish and modify staffing policies and procedures to ensure the most effective and efficient means of maximizing the redeployment of surplus employees and the appointment of laid-off persons to positions in the Public Service.

1.3.2 The PSC shall temporarily restrict or suspend any authority delegated to deputy heads to make appointments in specified occupational groups when such action is necessary.

1.3.3 The PSC shall actively market surplus employees and laid-off persons to all departments unless the individuals have advised the PSC in writing that they are not available for appointment.

1.3.4 The PSC shall advise the Treasury Board Secretariat when departments fail to comply in good faith with this appendix and/or to cooperate with the PSC in redeployment, retraining, or appointment activities.

1.3.5 The PSC shall determine, to the extent possible, the occupations in which there are skill shortages for which surplus employees or laid-off persons could be retrained, and advise departments accordingly.

1.3.6 The PSC shall provide surplus and laid-off individuals with counselling on their work force adjustment situation and its impact on them during their priority entitlement.

1.3.7 The PSC shall provide information directly to the Council on the numbers and status of their members who are in the Priority Administration System and, on a service-wide basis, through reports to the Council.

1.3.8 The Public Service Commission shall decide whether employees are suitable for appointment. Where a deputy head recommends that an employee is not suitable, the PSC shall, after considering such a recommendation, and representations of the employee or his or her representative, advise the deputy head, the employee, and his or her representative of its decision whether the employee is entitled to surplus and lay-off priority and the reasons for the decision. The PSC shall also inform the Council of its decision.

1.3.9 The PSC shall, wherever possible, ensure that reinstatement priority is given to all employees who are subject to salary protection.

1.3.10 While the responsibility for retraining lies with the home department, the PSC is responsible for making the appropriate referrals and may recommend retraining where it would facilitate appointment, and the appointing department is responsible for considering retraining the individual and for justifying a decision not to retrain.

1.3.11 The PSC shall inform, in a routine and timely manner, a surplus employee or laid-off person, his or her home department and a representative of the Council, when he or she has been referred to a department for consideration but will not be offered the position. The PSC shall include full details of why he or she will not be appointed to or retrained for that position.

1.4 Employees

1.4.1 Employees have the right to be represented by the Council in the application of this appendix.

1.4.2 Employees who are directly affected by work force adjustment situations and who receive a guarantee of a reasonable job offer, or who opt, or are deemed to have opted, for Option (a) of Part VI of this appendix are responsible for:

- (a) actively seeking alternative employment in co-operation with their departments and the PSC, unless they have advised the department and the PSC, in writing, that they are not available for appointment;
- (b) seeking information about their entitlements and obligations;
- (c) providing timely information to the home department and to the PSC to assist them in their appointment activities (including curriculum vitae or resumes);
- (d) ensuring that they can be easily contacted by the PSC and appointing departments, and attending appointments related to referrals;
- (e) seriously considering job opportunities presented to them (referrals within the home department, referrals from the PSC, and job offers made by departments), including retraining and relocation possibilities, specified period appointments and lower-level appointments.

1.4.3 Opting employees are responsible for:

- (a) considering the Options of Part VI of this appendix;

- (b) communicating their choice of Options, in writing, to their manager no later than 90 days after being declared opting.

Part II

Official notification

2.1 Department

2.1.1 As already mentioned in section 1.1.11, departments shall advise and consult with the Council representatives as completely as possible regarding any work force adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the Council the name and work location of affected employees.

2.1.2 In any work force adjustment situation which is likely to involve ten or more indeterminate employees covered by this appendix, the department concerned shall notify the Director, Human Resources Management Group, Human Resources Management Division, Human Resources Branch, Treasury Board Secretariat, in confidence, at the earliest possible date and under no circumstances less than 96 hours before the situation is announced. The department shall send a copy of the advice to the Director General, Recruitment Programs and Priority Administration Directorate, Resourcing and Learning Branch, Public Service Commission.

2.2 Treasury Board Secretariat

2.2.1 Upon notification by the department concerned in 2.1 above, and under no circumstances less than 48 hours before the situation is announced, the Director, Human Resources Management Group, Human Resources Branch, Treasury Board Secretariat shall inform, in writing and in confidence, the chief executive officer of the Council. This information is to include the identity and location of the work unit(s) involved; the expected date of the announcement; the anticipated timing of the situation; and the numbers of employees, by group and level, who will be affected.

Part III

Relocation of a work unit

3.1 General

3.1.1 In cases where a work unit is to be relocated, departments shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position or be treated as if they were subject to a work force adjustment situation.

3.1.2 Following written notification, employees must indicate, within a period of six months, their intention to move. If the employee's intention is not to move with the relocated position, the Deputy head can either provide the employee with a guarantee of a reasonable job offer or access to the Options set out in section 6.3 of this appendix.

3.1.3 Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.19 to 1.1.23.

3.1.4 Although departments will endeavour to respect employee location preferences, nothing precludes the department from offering the relocated position to employees in receipt of a guarantee of a reasonable job offer from their deputy heads, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

3.1.5 Employees who are not in receipt of a guarantee of a reasonable job offer shall become opting employees and have access to the Options set out in Part VI of this appendix.

Part IV

Retraining

4.1 General

4.1.1 To facilitate the redeployment of affected employees, surplus employees, and laid-off persons, departments shall make every reasonable effort to retrain such persons for:

- (a) existing vacancies,

or

(b) anticipated vacancies identified by management.

4.1.2 The PSC and departments shall be responsible for identifying situations where retraining can facilitate the appointment of surplus employees and laid-off persons, and shall cooperate in such efforts.

4.1.3 Subject to the provisions of 4.1.2, the deputy head of the home department shall approve up to two years of retraining.

4.2 Surplus employees

4.2.1 A surplus employee is eligible for retraining providing:

(a) retraining is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates;

and

(b) there are no other available priority persons who qualify for the position.

4.2.2 The home department is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the delegated officers of the home and appointing departments.

4.2.3 Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee.

4.2.4 While on retraining, a surplus employee continues to be employed by the home department and is entitled to be paid in accordance with his or her current appointment, unless the appointing department is willing to appoint the employee indeterminately, conditional on successful completion of retraining, in which case the retraining plan shall be included in the letter of offer.

4.2.5 When a retraining plan has been approved and the surplus employee continues to be employed by the home department, the proposed lay-off date shall be extended to the end of the retraining period, subject to 4.2.3.

4.2.6 An employee unsuccessful in retraining may be laid off at the end of the surplus period, provided that the Employer has been unsuccessful in making the employee a reasonable job offer.

4.2.7 In addition to all other rights and benefits granted pursuant to this section, an employee who is guaranteed a reasonable job offer, is also guaranteed, subject to the employee's willingness to relocate, training to prepare the surplus employee for appointment to a position pursuant to section 4.1.1, such training to continue for one (1) year or until the date of appointment to another position, whichever comes first. Appointment to this position is subject to successful completion of the training.

4.3 Laid-off persons

4.3.1 A laid-off person shall be eligible for retraining providing:

- (a) retraining is needed to facilitate the appointment of the individual to a specific vacant position;
 - (b) the individual meets the minimum requirements set out in the relevant Selection Standard for appointment to the group concerned;
 - (c) there are no other available persons with a priority who qualify for the position;
- and
- (d) the appointing department cannot justify a decision not to retrain the individual.

4.3.2 When an individual is offered an appointment conditional on successful completion of retraining, a retraining plan reviewed by the PSC shall be included in the letter of offer. If the individual accepts the conditional offer, he or she will be appointed on an indeterminate basis to the full level of the position after having successfully completed training and being assessed as qualified for the position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which he or she was laid-off, the employee will be salary protected in accordance with Part V.

Part V

Salary protection

5.1 Lower-level position

5.1.1 Surplus employees and laid-off persons appointed to a lower-level position under this appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of this Agreement, or, in the absence of such provisions, the appropriate provisions of the *Regulations Respecting Pay on Reclassification or Conversion*.

5.1.2 Employees whose salary is protected pursuant to section 5.1.1. will continue to benefit from salary protection until such time as they are appointed or deployed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid off.

Part VI

Options for employees

6.1 General

6.1.1 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict employment availability. A Deputy Head who cannot provide such a guarantee shall provide his or her reasons in writing, if requested by the employee. Employees in receipt of this guarantee would not have access to the choice of Options below.

6.1.2 Employees who are not in receipt of a guarantee of a reasonable job offer from their deputy head have 90 days to consider the three Options below before a decision is required of them.

6.1.3 The opting employee must choose, in writing, one of the three Options of section 6.3 of this appendix within the 90-day window. The employee cannot change Options once having made a written choice.

6.1.4 If the employee fails to select an Option, the employee will be deemed to have selected Option (a), Twelve-month surplus priority period in which to secure a reasonable job offer at the end of the 90-day window.

6.1.5 If a reasonable job offer which does not require a relocation is made at any time during the 90-day opting period and prior to the written acceptance of the Transition Support Measure or the Education Allowance Option, the employee is ineligible for the TSM, the pay in lieu of unfulfilled surplus period or the Education Allowance.

6.2 Alternation

6.2.1 All departments must participate in the alternation process.

6.2.2 An alternation occurs when an opting employee who wishes to remain in the Public Service exchanges positions with a non-affected employee (the alternate) willing to leave the Public Service under the terms of Part VI of this appendix.

6.2.3 Only an opting employee, not a surplus one, may alternate into an indeterminate position that remains in the Public Service.

6.2.4 An indeterminate employee wishing to leave the Public Service may express an interest in alternating with an opting employee. Management will decide, however, whether a proposed alternation will result in retaining the skills required to meet the ongoing needs of the position and the Public Service.

6.2.5 An alternation must permanently eliminate a function or a position.

6.2.6 The opting employee moving into the unaffected position must meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position, except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five (5) days of the alternation.

6.2.7 An alternation should normally occur between employees at the same group and level. When the two positions are not the same group and level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher paid position is no more than six-per-cent higher than the maximum rate of pay for the lower paid position.

6.2.8 An alternation must occur on a given date, i.e. two employees directly exchange positions on the same day. There is no provision in alternation for a “domino” effect or for “future considerations”.

6.3 Options

6.3.1 Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the deputy head will have access to the choice of Options below:

- (a)
 - (i) Twelve-month surplus priority period in which to secure a reasonable job offer is time-limited. Should a reasonable job offer not be made within a period of twelve months, the employee will be laid off in accordance with the *Public Service Employment Act*. Employees who choose or are deemed to have chosen this Option are surplus employees.
 - (ii) At the request of the employee, this twelve (12) month surplus priority period shall be extended by the unused portion of the 90-day opting period referred to in 6.1.2 which remains once the employee has selected in writing option (a).
 - (iii) When a surplus employee who has chosen, or who is deemed to have chosen, Option (a) offers to resign before the end of the twelve-month surplus priority period, the deputy head may authorise a lump-sum payment equal to the surplus employee's regular pay for the balance of the surplus period, up to a maximum of six months. The amount of the lump sum payment for the pay in lieu cannot exceed the maximum of that which he or she would have received had they chosen Option (b), the Transition Support Measure.
 - (iv) Departments will make every reasonable effort to market a surplus employee and the Employer will ask the Public Service Commission to make every reasonable effort to market a surplus employee within the employee's surplus period within his or her preferred area of mobility.

or

- (b) Transition Support Measure (TSM) is a cash payment, based on the employee's years of service in the Public Service (see Annex B) made to an opting employee. Employees choosing this Option must resign but will be considered to be laid-off for purposes of severance pay.

or

- (c) Education allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than \$8000 for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and mandatory equipment. Employees choosing Option (c) could either:
- (i) resign from the Public Service but be considered to be laid-off for severance pay purposes on the date of their departure;
- or
- (ii) delay their departure date and go on leave without pay for a maximum period of two years, while attending the learning institution. The TSM shall be paid in one or two lump-sum amounts over a maximum two-year period. During this period, employees could continue to be Public Service benefit plan members and contribute both Employer and employee share to the benefits plans and the Public Service Superannuation Plan. At the end of the two-year leave without pay period, unless the employee has found alternate employment in the Public Service, the employee will be laid off in accordance with the *Public Service Employment Act*.

6.3.2 Management will establish the departure date of opting employees who choose Option (b) or Option (c) above.

6.3.3 The TSM, pay in lieu of unfulfilled surplus period and the Education Allowance cannot be combined with any other payment under the Work Force Adjustment Appendix.

6.3.4 In the cases of: pay in lieu of unfulfilled surplus period, Option (b) and Option (c)(i), the employee relinquishes any priority rights for reappointment upon acceptance of his or her resignation.

6.3.5 Employees choosing Option (c)(ii) who have not provided their department with a proof of registration from a learning institution 12 months after starting their leave without pay period will be deemed to have resigned from the Public Service, and be considered to be laid-off for purposes of severance pay.

6.3.6 Opting employees who choose Option (b) or (c) above will be entitled to up to \$400 for financial planning advice.

6.3.7 An opting employee who has received pay in lieu of unfulfilled surplus period, a TSM or an Education Allowance and is re-appointed to that portion of the Public Service of Canada specified from time to time in Schedule I, Part I of the *Public Service Staff Relations Act* shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the TSM or Education Allowance was paid.

6.3.8 Notwithstanding section 6.3.7, an opting employee who has received an Education Allowance will not be required to reimburse tuition expenses, costs of books and mandatory equipment, for which he or she cannot get a refund.

6.3.9 The deputy head shall ensure that pay in lieu of unfulfilled surplus period is only authorised where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during that period.

6.3.10 If a surplus employee who has chosen, or is deemed to have chosen, Option (a) refuses a reasonable job offer at any time during the twelve-month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.

6.3.11 Approval of pay in lieu of unfulfilled surplus period is at the discretion of management, but shall not be unreasonably denied.

6.4 Retention payment

6.4.1 There are three situations in which an employee may be eligible to receive a retention payment. These are total facility closures, relocation of work units and alternative delivery initiatives.

6.4.2 All employees accepting retention payments must agree to leave the Public Service without priority rights.

6.4.3 An individual who has received a retention payment and, as applicable, is either reappointed to that portion of the Public Service of Canada specified from time to time in Schedule I, Part I of the *Public Service Staff Relations Act*, or is hired by the new employer within the six months immediately following his or her resignation, shall reimburse the Receiver General for Canada by an amount

corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the lump sum was paid.

6.4.4 The provisions of 6.4.5 shall apply in total facility closures where Public Service jobs are to cease, and:

- (a) such jobs are in remote areas of the country,
or
- (b) retraining and relocation costs are prohibitive,
or
- (c) prospects of reasonable alternative local employment (whether within or outside the Public Service) are poor.

6.4.5 Subject to 6.4.4, the deputy head shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the Public Service to take effect on that closure date, a sum equivalent to six months' pay payable upon the day on which the departmental operation ceases, provided the employee has not separated prematurely.

6.4.6 The provisions of 6.4.7 shall apply in relocation of work units where Public Service work units:

- (a) are being relocated,
and
- (b) when the deputy head of the home department decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation,
and
- (c) where the employee has opted not to relocate with the function.

6.4.7 Subject to 6.4.6, the deputy head shall pay to each employee who is asked to remain until the relocation of the work unit and offers a resignation from the Public Service to take effect on the relocation date, a sum equivalent to six months' pay payable upon the day on which the departmental operation relocates, provided the employee has not separated prematurely.

6.4.8 The provisions of 6.4.9 shall apply in alternative delivery initiatives:

- (a) where the Public Service work units are affected by alternative delivery initiatives;
- (b) when the deputy head of the home department decides that, compared to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of the transfer to the new employer;
and
- (c) where the employee has not received a job offer from the new employer or has received an offer and did not accept it.

6.4.9 Subject to 6.4.8, the deputy head shall pay to each employee who is asked to remain until the transfer date and who offers a resignation from the Public Service to take effect on the transfer date, a sum equivalent to six months pay payable upon the transfer date, provided the employee has not separated prematurely.

Part VII

Special provisions regarding alternative delivery initiatives

Preamble

The administration of the provisions of this part will be guided by the following principles:

- (a) fair and reasonable treatment of employees;
- (b) value for money and affordability;
and
- (c) maximization of employment opportunities for employees.

The parties recognise:

- the Council's need to represent employees during the transition process;
- the Employer's need for greater flexibility in organising the Public Service.

For Employees' Information Purposes Only

For information with respect to accrued benefits, refer to Section 11(10) of the *Financial Administration Act* (FAA).

7.1 Definitions

For the purposes of this part, an **alternative delivery initiative** (*diversification des modes de prestation des services*) is the transfer of any work, undertaking or business of the Public Service to any body or corporation that is a separate employer or that is outside the Public Service;

For the purposes of this part, a **reasonable job offer** (*offre d'emploi raisonnable*) is an offer of employment received from a new employer in the case of a Type 1 or Type 2 transitional employment arrangement, as determined in accordance with section 7.2.2;

For the purposes of this part, a **termination of employment** (*licenciement de l'employé-e*) is the termination of employment referred to in paragraph 11(2)(g.1) of the *Financial Administration Act* (FAA).

7.2 General

Departments will, as soon as possible after the decision is made to proceed with an ASD initiative, and if possible, not less than 180 days prior to the date of transfer, provide notice to the Council of its intention.

The notice to the Council will include:

- (a) the program being considered for ASD,
 - (b) the reason for the ASD
- and
- (c) the type of approach anticipated for the initiative (e.g. transfer to province, commercialization).

A joint WFA-ASD committee will be created for ASD initiatives and will have equal representation from the department and the Council. By mutual agreement the committee may include other participants. The joint WFA-ASD committee will define the rules of conduct of the committee.

In cases of ASD initiatives, the parties will establish a joint WFA-ASD committee to conduct meaningful consultation on the human resources issues related to the ASD initiative in order to provide information to the employee which will assist him or her in deciding on whether or not to accept the job offer.

1. Commercialization

In cases of commercialization where tendering will be part of the process, the members of the joint WFA-ASD committee shall make every reasonable effort to come to an agreement on the criteria related to human resources issues (e.g. terms and conditions of employment, pension and health care benefits, the take-up number of employees) to be used in the request for proposal (RFP) process. The committee will respect the contracting rules of the federal government.

2. Creation of a new Agency

In cases of the creation of new agencies, the members of the joint WFA/ASD committee shall make every reasonable effort to agree on common recommendations related to human resources issues (e.g. terms and conditions of employment, pension, and health care benefits) that should be available at the date of transfer.

3. Transfer to existing employers

In all other ASD initiatives where an employer-employee relationship already exists the parties will hold meaningful consultations to clarify the terms and conditions that will apply upon transfer.

In the cases of commercialization and creation of new agencies consultation opportunities will be given to the component(s); however, in the event that agreements are not possible, the department may still proceed with the transfer.

7.2.1 The provisions of this Part apply only in the case of alternative delivery initiatives and are in exception to other provisions of this appendix. Employees who are affected by alternative delivery initiatives and who receive job offers from the new employer shall be treated in accordance with the provisions of this part and, only where specifically indicated will other provisions of this appendix apply to them.

7.2.2 There are three types of transitional employment arrangements resulting from alternative delivery initiatives:

(a) Type 1 (Full Continuity)

Type 1 arrangements meet all of the following criteria:

- (i) legislated successor rights apply. Specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;
- (i.ii) the *Public Service Terms and Conditions of Employment Regulations*, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer;
- (ii) recognition of continuous employment in the Public Service, as defined in the *Public Service Terms and Conditions of Employment Regulations*, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;
- (iii) pension arrangements according to the Statement of Pension Principles set out in Annex A, or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to section 7.7.3;
- (iv) transitional employment guarantee: a two-year minimum employment guarantee with the new employer;
- (v) coverage in each of the following core benefits: health benefits, long term disability insurance (LTDI) and dental plan;
- (vi) short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to maximum of the new employer's LTDI waiting period.

(b) Type 2 (Substantial Continuity)

Type 2 arrangements meet all of the following criteria:

- (i) the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is 85 percent or greater of the group's current federal hourly remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are the same;
 - (ii) the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is 85 percent or greater of federal annual remuneration (= percent or greater of federal annual remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are different;
 - (iii) pension arrangements according to the Statement of Pension Principles as set out in Annex A, or in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to section 7.7.3;
 - (iv) transitional employment guarantee: employment tenure equivalent to that of the permanent work force in receiving organizations or a two-year minimum employment guarantee;
 - (v) coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
 - (vi) short-term disability arrangement.
- (c) Type 3 (Lesser Continuity)

A Type 3 arrangement is any alternative delivery initiative that does not meet the criteria applying in Type 1 and 2 transitional employment arrangements.

7.2.3 For Type 1 and Type 2 transitional employment arrangements, the offer of employment from the new employer will be deemed to constitute a reasonable job offer for purposes of this part.

7.2.4 For Type 3 transitional employment arrangements, an offer of employment from the new employer will not be deemed to constitute a reasonable job offer for purposes of this part.

7.3 Responsibilities

7.3.1 Deputy heads will be responsible for deciding, after considering the criteria set out above, which of the Types applies in the case of particular alternative delivery initiatives.

7.3.2 Employees directly affected by alternative delivery initiatives are responsible for seriously considering job offers made by new employers and advising the home department of their decision within the allowed period.

7.4 Notice of alternative delivery initiatives

7.4.1 Where alternative delivery initiatives are being undertaken, departments shall provide written notice to all employees offered employment by the new employer, giving them the opportunity to choose whether they wish to accept the offer.

7.4.2 Following written notification, employees must indicate within a period of 60 days their intention to accept the employment offer, except in the case of Type 3 arrangements, where home departments may specify a period shorter than 60 days, but not less than 30 days.

7.5 Job offers from new employers

7.5.1 Employees subject to this appendix (see Application) and who do not accept the reasonable job offer from the new employer in the case of Type 1 or 2 transitional employment arrangements will be given four months notice of termination of employment and their employment will be terminated at the end of that period or on a mutually agreed upon date before the end of the four month notice period except where the employee was unaware of the offer or incapable of indicating an acceptance of the offer as provided for in subsection 11(2.02) of the *Financial Administration Act* (FAA).

7.5.2 The deputy head may extend the notice of termination period for operational reasons, but no such extended period may end later than the date of the transfer to the new employer.

7.5.3 Employees who do not accept a job offer from the new employer in the case of Type 3 transitional employment arrangements may be declared opting or surplus by the deputy head in accordance with the provisions of the other parts of this appendix. For greater certainty, those who are declared surplus will be subject to the provisions of section 29 of the *Public Service Employment Act* (PSEA) and section 39 of the *Public Service Employment Regulations* (PSER).

7.5.4 Employees who accept a job offer from the new employer in the case of any alternative delivery initiative will have their employment terminated on the date on which the transfer becomes effective, or on another date that may be designated by the home department for operational reasons provided that this does not create a break in continuous service between the Public Service and the new employer.

7.6 Application of other provisions of the appendix

7.6.1 For greater certainty, the provisions of Part II, Official Notification, and section 6.4, Retention Payment, will apply in the case of an employee who refuses an offer of employment in the case of a Type 1 or 2 transitional employment arrangement. A payment under section 6.4 may not be combined with a payment under the other section.

7.7 Lump-sum payments and salary top-up allowances

7.7.1 Employees who are subject to this appendix (see Application) and who accept the offer of employment from the new employer in the case of Type 2 transitional employment arrangements will receive a sum equivalent to three months pay, payable upon the day on which the departmental work or function is transferred to the new employer. The home department will also pay these employees an 18-month salary top-up allowance equivalent to the difference between the remuneration applicable to their Public Service position and the salary applicable to their position with the new employer. This allowance will be paid as a lump-sum, payable on the day on which the departmental work or function is transferred to the new employer.

7.7.2 In the case of individuals who accept an offer of employment from the new employer in the case of a Type 2 arrangement whose new hourly or annual salary falls below 80 percent of their former federal hourly or annual remuneration, departments will pay an additional six months of salary top-up allowance for a total of 24-months under this section and section 7.7.1. The salary top-up allowance equivalent to the difference between the remuneration applicable to their Public Service position and the salary applicable to their position with the new employer will be paid as a lump-sum payable on the day on which the departmental work or function is transferred to the new employer.

7.7.3 Employees who accept the reasonable job offer from the successor employer in the case of a Type 1 or Type 2 transitional employment arrangement where the test of reasonableness referred to in the Statement of Pension Principles set out in Annex A is not met, that is, where the actuarial value (cost) of the new

employer's pension arrangements are less than 6.5 percent of pensionable payroll (excluding the employer's costs related to the administration of the plan) will receive a sum equivalent to three months pay, payable on the day on which the departmental work or function is transferred to the new employer.

7.7.4 Employees who accept an offer of employment from the new employer in the case of Type 3 transitional employment arrangements will receive a sum equivalent to six months pay payable on the day on which the departmental work or function is transferred to the new employer. The home department will also pay these employees a 12-month salary top-up allowance equivalent to the difference between the remuneration applicable to their Public Service position and the salary applicable to their position with the new employer. The allowance will be paid as a lump-sum, payable on the day on which the departmental work or function is transferred to the new employer. The total of the lump-sum payment and the salary top-up allowance provided under this section will not exceed an amount equivalent to one (1) year's pay.

7.7.5 For the purposes of 7.7.1, 7.7.2 and 7.7.4, the term "remuneration" includes and is limited to salary plus equal pay adjustments, if any, and supervisory differential, if any.

7.8 Reimbursement

7.8.1 An individual who receives a lump-sum payment and salary top-up allowance pursuant to subsection 7.7.1, 7.7.2, 7.7.3 or 7.7.4 and who is reappointed to that portion of the public service of Canada specified from time to time in Schedule I to the *Public Service Staff Relations Act* at any point during the period covered by the total of the lump-sum payment and salary top-up allowance, if any, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of re-appointment to the end of the original period covered by the total of the lump-sum payment and salary top-up allowance, if any.

7.8.2 An individual who receives a lump-sum payment pursuant to subsection 7.6.1 and, as applicable, is either reappointed to that portion of the public service of Canada specified from time to time in Schedule I to the *Public Service Staff Relations Act* or hired by the new employer at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of the reappointment or hiring to the end of the original period covered by the lump-sum payment.

7.9 Vacation leave credits and severance pay

7.9.1 Notwithstanding the provisions of this Agreement concerning vacation leave, an employee who accepts a job offer pursuant to this part may choose not to be paid for earned but unused vacation leave credits, provided that the new employer will accept these credits.

7.9.2 Notwithstanding the provisions of this Agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this part will not be paid severance pay where successor rights apply and/or, in the case of a Type 2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the Public Service for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer.

7.9.3 Where:

- (a) the conditions set out in 7.9.2 are not met,
 - (b) the severance provisions of this Agreement are extracted from this Agreement prior to the date of transfer to another non-federal public sector employer,
 - (c) the employment of an employee is terminated pursuant to the terms of section 7.5.1,
- or
- (d) the employment of an employee who accepts a job offer from the new employer in a Type 3 transitional employment arrangement is terminated on the transfer of the function to the new employer

the employee shall be deemed, for purposes of severance pay, to be involuntarily laid off on the day on which employment in the Public Service terminates.

Annex “A” – Statement of pension principles

1. The new employer will have in place, or Her Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for transferring employees. The test of “reasonableness” will be that the actuarial value (cost) of the new employer pension arrangements will be at least 6.5 percent of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the Assessment Methodology developed by Towers Perrin for the Treasury Board, dated October 7, 1997. This Assessment Methodology will apply for the duration of this agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new employer to pay the Employer costs, *Public Service Superannuation Act* (PSSA) coverage could be provided during a transitional period of up to a year.
2. Benefits in respect of service accrued to the point of transfer are to be fully protected.
3. Her Majesty in right of Canada will seek portability arrangements between the Public Service Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, Her Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new employer for vesting and benefit thresholds under the PSSA.

Annex “B”

Years of Service in the Public Service	Transition Support Measure (TSM) (Payment in weeks' pay)
0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52
19	52
20	52
21	52
22	52
23	52
24	52
25	52
26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37
35	34

Years of Service in the Public Service	Transition Support Measure (TSM) (Payment in weeks' pay)
36	31
37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	07
45	04

For indeterminate seasonal and part-time employees, the TSM will be pro-rated in the same manner as severance pay under the terms of this Agreement.

Severance pay provisions of this Agreement are in addition to the TSM.

****LETTER OF UNDERSTANDING (01-1)**

Mr. Hugh Price
National President
Federal Government Dockyards Trades
and Labour Council (Esquimalt)
P.O. Box 1779
Victoria, B.C.
V8W 2Y3

Dear Mr. Price:

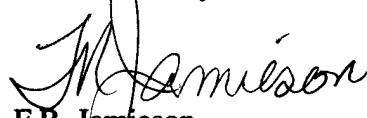
**Re: Ship Repair Group
(Variable Hours of Work)**

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 September 30, 2003.

Yours sincerely,


F.R. Jamieson,
Negotiator,
Labour Relations Division.

Receive and Accepted by the Council



Hugh Price

****LETTER OF UNDERSTANDING (01-2)**

Mr. Hugh Price
National President
Federal Government Dockyards Trades
and Labour Council (Esquimalt)
P.O. Box 1779
Victoria, B.C.
V8W 2Y3

Dear Mr. Price:

Re: Ship Repair Group
(All employees located on the West Coast)

This letter is to give effect to the understanding reached during the negotiations for the Ship Repair Group with reference to Notes 1 and 2 of Appendix "A".

It is understood and agreed by the parties that for the duration of the Collective Agreement which will expire on September 30, 2003, 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

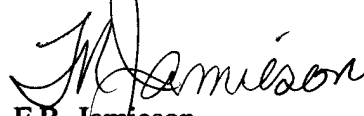
- (i) Welders or pipefitters wishing to qualify for the pay differential must demonstrate ability to the standards set down for M.C.A. Welding BC1A Certification or Brazing Specification NAVSEA 0900-LP-001-7000 or recognized equivalent.
- (ii) Examination is to be under the supervision and direction of a Fleet Maintenance Facility Cape Breton (FMF CB) Welding Supervisor or Pipefitter Supervisor with radiographic examination or Peel Test of weld coupons to be conducted by DREP or other recognized facility.
- (iii) High-Pressure Welder Qualification is to be maintained by retesting every two (2) years. 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 M.C.A. BC1A Certification or recognized equivalent will not necessarily be exempt from FMF CB qualification.

- (iv) High-Pressure Pipefitter Qualification is to be maintained by verification of process during each three (3)-month period. On the occasion of the first testing for qualification (but not for requalification) up to twenty (20) hours paid practice and instruction time to be allowed, scheduled at the supervisor's discretion.

2. APPLICATION

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

Yours sincerely,


F.R. Jamieson,
Negotiator,
Labour Relations Division.

Receive and Accepted by the Council



Hugh Price

****LETTER OF UNDERSTANDING (01-3)**

between

TREASURY BOARD OF CANADA

(hereinafter called "The Employer")

and

THE FEDERAL GOVERNMENT DOCKYARD

TRADES AND LABOUR COUNCIL (ESQUIMALT)

(hereinafter called "The Council")

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 work week

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 September 30, 2003, 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 work week.

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 19, 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 work week 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

Clause (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 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 work week.

4. Article 15 - Hours of Work and Overtime

Clauses 15.01, 15.02, 15.03, 15.05, 15.06, 15.07 and 15.09 of the Collective Agreement shall not apply and shall be replaced by the following clauses:

Hours of Work

- (a) The work week 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 15.11, 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 15.10.

DURATION

The Letter of Understanding shall be effective from the date of signing of the Collective Agreement and will expire on September 30, 2003.

This Letter of Understanding may be amended by mutual consent.

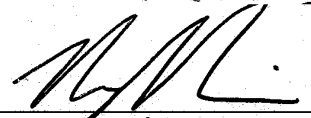
SIGNED AT VICTORIA, this 18th day of the month of December 2001.

THE TREASURY BOARD OF
CANADA

THE FEDERAL GOVERNMENT
DOCKYARD TRADES AND
LABOUR COUNCIL
(ESQUIMALT)



F.R. Jamieson



Hugh Price

****LETTER OF UNDERSTANDING (01-4)**

between

**TREASURY BOARD OF CANADA
(hereinafter called "The Employer")**

and

**THE FEDERAL GOVERNMENT DOCKYARD
TRADES AND LABOUR COUNCIL (ESQUIMALT)
(hereinafter called "The Council")**

**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 September 30, 2003, 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 19, 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

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

(b) Article 11 - Designated Paid Holidays

Clause 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 15 - Hours of Work and Overtime

It is understood that with respect to clause 15.01 the hours of work shall be considered as forty (40) hours per week and eight (8) hours per day.

(d) Article 24 - 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 1/15 = \1.17^*
 $\$1.17 \times 7.5 \text{ hours} = \8.78^*
- 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

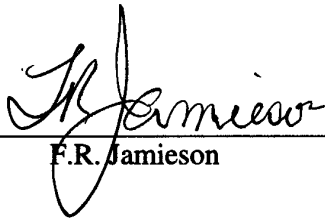
DURATION

This Letter of Understanding shall be effective from the date of signing of the Collective Agreement and will expire on September 30, 2003.

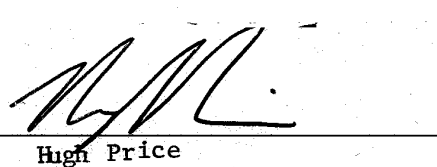
SIGNED AT VICTORIA this ____ day of the month of December 2001.

THE TREASURY BOARD OF
CANADA

THE FEDERAL GOVERNMENT
DOCKYARD TRADES AND
LABOUR COUNCIL
(ESQUIMALT)



F.R. Jamieson



Hugh Price

****LETTER OF UNDERSTANDING (01-5)**

Mr. Hugh Price
National President
Federal Government Dockyard Trades
and Labour Council (Esquimalt)
P.O. Box 1779
Victoria, B.C.
V8W 2Y3

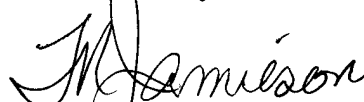
Dear Mr. Price:

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 subclause 17.03(a) of the Travelling Article.

For the duration of the Collective Agreement which will expire on September 30, 2003, where an employee, who works on the second (day) shift, is required by the Employer to travel on work days (Monday to Friday on which the employee travels but does not work) between midnight and 08:00 hours, the definition of a day (clause 2.01(g) refers) shall, for this purpose only, be deemed to be the twenty-four (24) hour period commencing at 08:00 hours.

Yours sincerely,



F.R. Jamieson,
Negotiator,
Labour Relations Division.

Receive and Accepted by the Council



Hugh Price

****LETTER OF UNDERSTANDING (01-06)**

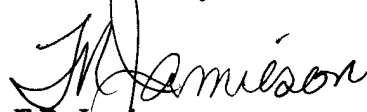
Mr. Hugh Price
National President
Federal Government Dockyards Trades
and Labour Council (Esquimalt)
P.O. Box 1779
Victoria, B.C.
V8W 2Y3

Dear Mr. Price:

Re: Universal Classification System Conversion

This letter is to confirm our discussion of January 25, 2001, where it was agreed that the Ship Repair (West Coast) Collective Agreement which expires on September 30, 2003, may be re-opened at the request of either party for the purpose of the implementation of the Universal Classification System.

Yours sincerely,


F.R. Jamieson,
Negotiator,
Labour Relations Division.

Receive and Accepted by the Council



Hugh Price

****LETTER OF UNDERSTANDING (01-07)**

Mr. Hugh Price
National President
Federal Government Dockyards Trades
and Labour Council (Esquimalt)
P.O. Box 1779
Victoria, B.C.
V8W 2Y3

Dear Mr. Price:

Re: Vehicle/Liability

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

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

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

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

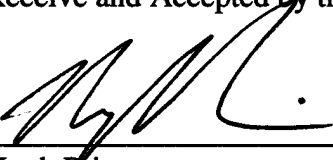
This Letter of Understanding will expire on September 30, 2003.

Yours sincerely,



F.R. Jamieson,
Negotiator,
Labour Relations Division.

Receive and Accepted by the Council



Hugh Price

****LETTER OF UNDERSTANDING (01-08)**

Mr. Hugh Price
National President
Federal Government Dockyards Trades
and Labour Council (Esquimalt)
P.O. Box 1779
Victoria, B.C.
V8W 2Y3

Dear Mr. Price:

**Re: Ship Repair Group
(Workforce Flexibility)**

Reference: Workforce Flexibility Agreement.

This letter refers to discussions that the parties had with respect to workforce flexibility.

The parties mutually recognize the requirement to maximize employment for existing employees, as well as the desirability of increasing trade flexibility for the purpose of assisting the efficient production of work and reducing non productive time.

It is agreed that the appropriate parties will consult in order to identify opportunities and define conditions under which flexibilities of work assignment between trades within similar skills sets can be utilized to maximize productivity. The parties also acknowledge that the outcome of these consultations may result in the re-opening of the Collective Agreement subject to the provisions of Article 22.01.

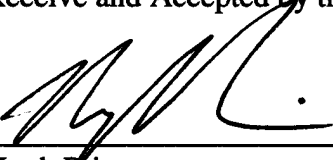
This Letter of Understanding will expire on September 30, 2003.

Yours sincerely,



F.R. Jamieson,
Negotiator,
Labour Relations Division.

Receive and Accepted by the Council



Hugh Price