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Secretariat du Canada

Agreement between the Treasury Board and The Aircraft Operations Group Association

Group: Aircraft Operations
(All Employees)

CODE: 401/99
Expiry Date: January 25, 2001

Canada

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Treasury Board of Canada Secretariat
Labour Relations Division
Human Resources Branch
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ADDENDUM

Please incorporate the following correction (underlined) in the Aircraft Operations Collective Agreement which expires January 25, 2001.

**

19.02 When an employee has been required by the Employer to work overtime on his or her normal day of rest, the employee shall be compensated on the basis of:

(a) time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours worked;

and

(b) double-time (2) for all hours worked thereafter within any contiguous period;

(c) except, when the employee is required by the Employer to work on two (2) or more consecutive and contiguous days of rest, the employee shall be compensated on the basis of double (2) time for each hour worked on the second and each subsequent day of rest.

Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

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**Asterisks denote changes from the previous Collective Agreement.

ARTICLE 1
PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.

1.02 The parties to this Agreement share a desire to improve the quality of the Public Service of Canada, to maintain a high standard in the operation of air services and to promote the well-being and increased efficiency of its employees to the end that the people of Canada will be well and effectively served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Public Service in which members of the bargaining unit are employed.

ARTICLE 2
INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

(a) **“Union”** means the Aircraft Operations Group Association;

**

(b) **“bargaining unit”** means all the employees of the Employer in the Aircraft Operations Group, as described in the certificate issued by the Public Service Staff Relations Board on the fourteenth (14th) day of November 1984, and amended May 5, 1999;

**

(c) **“Civil Aviation Inspector”** means an employee in the Civil Aviation Inspectors Sub-Group of the Aircraft Operations Group;

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

- (e) a **“common-law spouse”** relationship is said to exist when, for a continuous period of at least one (1) year, an employee has lived with a person of the opposite sex, publicly represented that person to be his or her spouse, and lives and intends to continue to live with that person as if that person were his or her spouse;
- (f) **“daily rate of pay”** means an employee’s weekly rate of pay divided by five (5);
- (g) **“day of rest”** in relation to an employee means a day other than a Holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave of absence;
- (h) **“double time”** means twice an employee’s hourly rate of pay;
- (i) **“employee”** means a person who is a member of the bargaining unit;
- **
- (j) **“Engineering Test Pilot”** means an employee in the Engineering Test Pilots Sub-Group of the Aircraft Operations Group;
- (k) **“Employer”** means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board;
- (l) **“headquarters area”** has the same meaning as given to the expression in the Treasury Board Travel Directive;
- **
- (m) **“Helicopter Pilot”** means an employee in the Helicopter Pilots and Supervisors Sub-Group of the Aircraft Operations Group;
- (n) **“holiday”** means the twenty-four (24) hour period commencing at 00:01 a.m. of a day designated as a Holiday in this Agreement;
- (o) **“hourly rate of pay”** means an employee’s daily rate of pay divided by seven and one-half (7 1/2);
- (p) **“lay-off”** means the termination of an employee’s employment because of a lack of work or because of the discontinuance of a function;

- (q) **“leave”** means authorized absence from duty by an employee during the employee’s regular or normal hours of work;
 - (r) **“membership dues”** means the dues established pursuant to the constitution of the Union as the dues payable by its members as a consequence of their membership in the Union, and shall not include any initiation fee, insurance premium, or special levy;
 - (s) **“time and one-half”** means one and one-half (1 1/2) times an employee’s hourly rate of pay;
- and
- (t) **“weekly rate of pay”** means an employee’s annual rate of pay divided by 52.176.

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

- (a) if defined in the *Public Service Staff Relations Act*, have the same meaning as given to them in the *Public Service Staff Relations Act*,
- and
- (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 APPLICATION

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

3.02 Throughout this Agreement, words importing the masculine gender shall include the feminine gender.

ARTICLE 4
INTERPRETATION OF AGREEMENT

4.01 The parties agree that, in the event of a dispute arising out of the interpretation of a clause or Article in this Agreement, such dispute shall in the first instance be referred to the parties who will meet within a reasonable time and seek to resolve the problem.

ARTICLE 5
STATE SECURITY

5.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulations given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

ARTICLE 6
OFFICIAL TEXTS

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

ARTICLE 7
CONFLICT BETWEEN LEGISLATION AND THE COLLECTIVE
AGREEMENT

7.01 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.

**ARTICLE 8
RECOGNITION**

**

8.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the fourteenth (14th) day of November 1984, and amended May 5, 1999, covering all of the employees of the Employer in the Aircraft Operations Group.

8.02 The Employer recognizes that it is a proper function and a right of the Union to bargain with a view to arriving at a collective agreement, and the Employer and the Union agree to bargain in good faith, in accordance with the provisions of the *Public Service Staff Relations Act*.

**ARTICLE 9
MANAGEMENT RIGHTS**

9.01 All the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

**ARTICLE 10
RIGHTS OF EMPLOYEES**

10.01 Nothing in this Agreement shall be construed as an abridgement or restriction of any employee's constitutional rights or of any right expressly conferred in an Act of the Parliament of Canada.

****ARTICLE 11
APPOINTMENT OF REPRESENTATIVES**

11.01 The Employer acknowledges the right of the Union to appoint or otherwise select employees as representatives.

11.02 The Union and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organization, the number and distribution of employees at the work place and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/ adjudication procedure.

11.03 The Union shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 11.02.

ARTICLE 12

TIME OFF FOR REPRESENTATIVES

12.01 A Representative shall obtain the permission of his or her immediate Supervisor before leaving work to investigate with fellow employees complaints of an urgent nature, to meet with local management for the purpose of discussing such complaints or problems directly related to employment and to attend meetings called by management. The Representative shall report back to his or her Supervisor, or designee, before resuming normal duties.

ARTICLE 13

ACCESS

13.01 The Employer agrees that access to its premises may be allowed to permanent employees of the Union for the purpose of interviewing a Union member.

**

13.02 Permission to hold such meeting shall in each case be obtained from the Employer's designated staff relations representative and such meeting shall not interfere with the operations of the department or section concerned.

ARTICLE 14

INFORMATION

14.01 The Employer agrees to supply the Union each quarter with the name, geographic location and classification of each new employee.

14.02 The Employer agrees to supply each employee with a copy of the Collective Agreement.

ARTICLE 15

BULLETIN BOARDS

15.01 The Employer will provide specific bulletin board space for the use of the Union at suitable locations accessible to employees, sites to be determined by the Employer and the Union, provided that the use of such boards by the Union shall be restricted to the posting of information relating to the business affairs, meetings, social events and reports of various committees of the Union, and shall contain nothing that is adverse to the interest of the Employer. Copies of information to be posted shall be supplied to the Department Head concerned. The Employer shall have the right to refuse the posting of any information it considers adverse to its interests. The Employer will make available to the Union specific locations on the premises for the storage of reasonable quantities of Union literature.

ARTICLE 16

LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

**

16.01 Public Service Staff Relations Board Hearings

(1) Complaints made to the Public Service Staff Relations Board pursuant to Section 20 of the *Public Service Staff Relations Act*

Where operational requirements as determined by the Employer permit, the Employer will grant leave with pay:

- (a) to an employee who makes a complaint on his or her own behalf before the Public Service Staff Relations Board,
- and
- (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Union making a complaint.

(2) Applications for Certification, Representations and Interventions with respect to Applications for Certification

Where operational requirements as determined by the Employer permit, the Employer will grant leave without pay:

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

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

(3) Employee called as a Witness

The Employer will grant:

- (a) leave with pay to an employee called as a witness by the Public Service Staff Relations Board,

and
- (b) where operational requirements as determined by the Employer permit, leave without pay to an employee called as a witness by an employee or the Union.

16.02 Arbitration Board and Conciliation Board Hearings

(1) Where operational requirements as determined by the Employer permit, the Employer will grant leave without pay to an employee representing the Union before an Arbitration Board or Conciliation Board.

(2) Employee called as a Witness

The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or Conciliation Board and, where operational requirements as determined by the Employer permit, leave without pay to an employee called as a witness by the Union.

**

16.03 Adjudication

- (1) Employee who is a Party

Where operational requirements as determined by the Employer permit, the Employer will grant leave with pay to an employee who is a party to the adjudication.

- (2) Employee who acts as Representative

Where operational requirements as determined by the Employer permit, the Employer will grant leave with pay to the representative of an employee who is a party to the adjudication.

- (3) Employee called as a Witness

Where operational requirements as determined by the Employer permit, the Employer will grant leave without pay to a witness called by an employee who is a party to the adjudication.

16.04 Meetings During the Grievance Process

- (1) Employee presenting Grievance

Where operational requirements as determined by the Employer permit, the Employer will grant to an employee:

- (a) where the Employer originates a meeting with the employee who has presented the grievance, leave with pay when the meeting is held in the headquarters area of such employee and “on duty” status when the meeting is held outside the headquarters area of such employee;

and

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

(2) Employee who acts as Representative

Where an employee wishes to represent at a meeting with the Employer, an employee who has presented a grievance, the Employer will, where operational requirements as determined by the Employer permit, grant leave with pay to the representative when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

(3) Grievance Investigations

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

16.05 Contract Negotiations Meetings

Where operational requirements as determined by the Employer permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiations meetings on behalf of the Union.

16.06 Preparatory Contract Negotiations Meetings

Where operational requirements as determined by the Employer permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiations meetings.

16.07 Meetings Between the Union and Management

Where operational requirements as determined by the Employer permit, the Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Union.

16.08 Group Executive Meetings, Union Executive Meetings and Union Conventions

Where operational requirements as determined by the Employer permit, the Employer will grant leave without pay to a reasonable number of employees to attend Group Executive meetings, Union Executive meetings and Union Conventions.

16.09 Representatives' Training Courses

Where operational requirements as determined by the Employer permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Union to undertake training related to the duties of a representative.

16.10 Determination of Leave Status

Where the status of leave requested cannot be determined until the Public Service Staff Relations Board or an adjudicator has given a decision, leave without pay will be granted pending final determination of the appropriate leave status.

ARTICLE 17

CHECK-OFF

17.01 The Employer will, as a condition of employment, deduct the equivalent of the amount of membership dues from the monthly pay of all employees in the bargaining unit.

17.02 The Union shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 17.01.

17.03 For the purpose of applying clause 17.01, deductions from pay for each employee in respect of each month will start with the first full month of employment or membership to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any one month to permit deductions, the Employer shall not be obliged to make such deductions from subsequent salary.

17.04 An employee who satisfies the Employer to the extent that the employee 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 the employee will make contributions to a charitable organization equal to dues shall not be subject to this Article.

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

17.06 The amounts deducted in accordance with clause 17.01 shall be remitted to the Union by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on each employee's behalf.

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

17.08 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

ARTICLE 18

HOURS OF WORK

18.01 The normal work week shall be thirty-seven and one-half (37 1/2) hours and the normal daily hours shall be seven and one-half (7 1/2) hours. The Employer may vary these hours to suit varying conditions of operations, provided that the annual total hours equal that which would be obtained with no variation.

At the request of the employee, the Employer may vary the daily hours of work to make provision for a compressed work week.

18.02 The work week:

- (a) of a Civil Aviation Inspector or an Engineering Test Pilot shall normally be Monday through Friday, and the work day of such employee shall, where operational requirements as determined by the Employer permit, be scheduled between 0700 hours and 1800 hours;

and

(b)

- (i) of a shore-based Helicopter Pilot shall be scheduled at least one month in advance and shall normally be scheduled on the basis of five (5) working days and two (2) consecutive days of rest in each consecutive week;
- (ii) the Employer will endeavor to give at least two (2) weeks notice to Helicopter Pilots assigned to shipboard operations of sailing dates and times and anticipated crew change dates, and as much notice as possible of any revisions to such dates and times.

**

18.03 Flight time and flight duty time limitations for employees will be governed by the Department of Transport Operations Manual. Flight duty time will include Flight Time as defined in the *Canadian Aviation Regulations* plus one and one-half (1 1/2) hours and will commence when the employee reports to work.

18.04 For the purpose of this Article and Article 19, the conditions which will apply to Civil Aviation Inspectors assigned in-flight inspection duties to perform Air Carrier Inspection Functions will be governed by the provisions of a Letter of Intent agreed to between the Employer and the Union.

18.05 All employees will submit monthly attendance registers. Periods of absence and hours of overtime will be specified.

**

18.06 Flight Duty Time performed by a Civil Aviation Inspector, while a flight crew member, after completion of a normal working day, or wholly on a day of rest or a designated holiday, will include flight time, as defined in *Canadian Aviation Regulations*, plus one (1) hour pre-flight duties and one-half (1/2) hour post-flight duties.

ARTICLE 19
OVERTIME

In this Article:

“Overtime” means in the case of a full-time employee, authorized work performed in excess of the employee’s normal scheduled hours of work.

**

19.01 When an employee is required to work overtime on a scheduled work day, the employee shall be compensated on the basis of:

- (a) time and one-half (1 1/2) for each hour worked in excess of thirty-seven and one-half (37 1/2) hours in any one work week;

and

- (b) double-time (2) for all hours worked in excess of seven and one-half (7 1/2) hours of overtime worked at time and one-half (1 1/2) within any contiguous period.

**

19.02 When an employee has been required by the Employer to work overtime on his or her normal day of rest, the employee shall be compensated on the basis of:

- (a) time and one-half for each hour worked;

and

- (b) double-time (2) for all hours worked thereafter within any contiguous period;
- (c) except, when the employee is required by the Employer to work on two (2) or more consecutive and contiguous days of rest, the employee shall be compensated on the basis of double (2) time for each hour worked on the second and each subsequent day of rest.

Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

19.03 For the purpose of clauses 19.01 and 19.02, all calculations for overtime shall be based on each completed one-half (1/2) hour.

**

19.04

- (a) All overtime, premium pay or allowances earned under Article 19-Overtime, Article 20-Travelling Time, Article 22-Designated Paid Holidays, Article 43-Callback, Article 45-Shipboard and Special Assignment Allowance, and Article 44 –Standby, with the exception of the one-hour of compensation under Article 44(b), shall accumulate as compensatory leave at the sub-group and level at which it is earned. Such accumulated compensatory leave shall be held in reserve to be scheduled in leave and/or paid in cash at the direction of the Employer, or at the request of the employee and the discretion of the Employer.
- (b) Employees shall be paid for each hour of earned but unused compensatory leave remaining to their credit on March 31st. Such payment is in lieu of compensatory leave remaining on that date and shall be paid at the rate of the employee’s hourly rate of pay on that date.
- (c) Notwithstanding 19.04(a) and (b), a maximum of ten (10) days earned but unused compensatory leave may be carried over, at the direction of the Employer, or at the request of an employee and the discretion of the Employer, beyond March 31st.

**

19.05 An employee who works three (3) or more hours of overtime immediately before or following his or her scheduled hours of work shall be reimbursed his or her expenses for one meal in the amount of seven dollars and fifty cents (\$7.50) except when the meal has been provided free to the employee. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that he or she may take a meal break either at or adjacent to his or her place of work.

ARTICLE 20
TRAVELLING TIME

20.01 Where an employee is required to travel to or from his or her headquarters area, as normally defined by the Employer, the employee’s method of travel shall be determined by the Employer and the employee shall be compensated in the following manner:

- (a) On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.
- (b) On a normal working day on which the employee travels and works, the employee shall earn:

- (i) his or her regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7 1/2) hours,

and

**

- (ii) the applicable overtime rate for additional travel time in excess of seven and one-half (7 1/2) hour period of work and travel, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the applicable overtime rate in any day.

**

- (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of eight (8) hours' pay at the applicable overtime rate.

**

20.02 Should a period of work and travel continue into the next day, the employee will continue to receive payment at the applicable rate(s) of pay that would apply if a new day had not commenced.

**

20.03 This Article does not apply to an employee who is required to operate or travel in any type of transport in the performance of duties. In such circumstances the employee shall be paid in accordance with the relevant provisions of Articles 18, 19, 22 and 45 of this Agreement.

ARTICLE 21

PAY ADMINISTRATION

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

21.02 An employee is entitled to be paid, for services rendered, at:

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

or

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

21.03

(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 clauses (ii) and (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 clause (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 clause 21.03(b) for one dollar (\$1.00) or less.

**

21.04 When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for a period of at least four (4) consecutive working days, the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts.

**

21.05 If the Employer establishes and implements a new classification standard which covers this group during the term of this Agreement, the Employer shall, prior to applying rates of pay to the new levels resulting from the application of the standard, negotiate with the union the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

ARTICLE 22

DESIGNATED PAID HOLIDAYS

22.01 Subject to clause 22.02, the following days shall be designated paid holidays for employees:

- (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.

22.02 Clause 22.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated paid Holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 16.

Holiday Falling on a Day of Rest

22.03 When a day designated as a paid Holiday under clause 22.01 coincides with an employee's day of rest, the Holiday shall be moved to the employee's first scheduled working day following the employee's day of rest.

22.04 When a day designated as a paid Holiday for an employee is moved to another day under the provisions of clause 22.03,

- (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.

**

Compensation for Work on a Holiday

22.05 Where a Civil Aviation Inspector or an Engineering Test Pilot or a shore-based Helicopter Pilot works on a Holiday, he or she shall be paid, in addition to the pay that he or she would have been granted had he or she not worked on a holiday, compensation for all hours worked by him or her on the Holiday at one and one-half (1 1/2) times the rate of his or her hourly remuneration,

or

when a Civil Aviation Inspector or a Engineering Test Pilot or a shore-based Helicopter Pilot works on a Holiday, which is not his or her scheduled day of work, but which is consecutive and contiguous to a day of rest on which he or she also worked and received overtime he or she shall be paid in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.

Holiday Coinciding with a Day of Paid Leave

22.06 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 23

VACATION LEAVE

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

Accumulation of Vacation Leave Credits

**

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

- (a) one and one-quarter (1 1/4) days until the month in which the anniversary of the employee's eighth (8th) year of continuous employment occurs;

- (b) one and two-thirds ($1 \frac{2}{3}$) days commencing with the month in which the employee's eighth (8th) anniversary of continuous employment occurs;
- (c) two and one-twelfth ($2 \frac{1}{12}$) days commencing with the month in which the employee's eighteenth (18th) anniversary of continuous employment occurs;
- (d) two and one-half ($2 \frac{1}{2}$) days per month commencing with the month in which the employee's twenty-ninth (29th) anniversary of continuous employment occurs;

Scheduling of Vacation Leave

23.03 In scheduling vacation leave with pay to an employee the Employer shall, subject to the operational requirements of the service as determined by the Employer, make every reasonable effort:

- (a) not to recall an employee to duty after the employee has proceeded on vacation leave;
- (b) to schedule the employee's vacation leave during the vacation year in which it is earned, if so requested by the employee not later than June 1;
- (c) to comply with any request made by an employee before January 31 that the employee be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by the employee in the current year;
- (d) to schedule the employee vacation leave for at least two (2) consecutive weeks if so requested by the employee not later than June 1;
- (e) to schedule the employee's vacation leave on any other basis requested by the employee if the employee makes his or her request not later than June 1;
- (f) to schedule an employee vacation leave when specified by the employee if:
 - (i) the period of vacation leave requested is less than a week,

and

- (ii) the employee gives the Employer at least two (2) days' advance notice for each day of vacation leave requested.

23.04 The Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in clause 23.03.

23.05 An employee earns but is not entitled to receive vacation leave with pay during the employee's first six (6) months of continuous employment.

**

23.06 Where, in respect of any period of vacation leave, an employee:

- (a) is granted bereavement leave,

or
- (b) is granted leave with pay because of illness in the immediate family,

or
- (c) is granted sick leave on production of a medical certificate, which includes the name, address and phone number of the attending physician, and provided that the employee satisfies the Employer of this condition if deemed necessary by the Employer,

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

**

23.07 Carry-Over of Vacation Leave

- (a) Where in any vacation year all of the vacation leave credited to an employee has not been scheduled, the employee may carry over into the following vacation year up to a maximum of twenty-five (25) days credits. All vacation leave credits in excess of twenty-five (25) days will be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on the last day of the vacation year.

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

Recall from Vacation Leave

23.08 Where, during any period of vacation leave, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:

- (a) in proceeding to the employee's place of duty,
and
- (b) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled,

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

23.09 The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 23.08 to be reimbursed for reasonable expenses incurred by him or her.

Leave when Employment Terminates

23.10 Where an employee dies or otherwise terminates employment after a period of continuous employment of not more than six (6) months, the employee or the employee's estate shall be paid an amount equal to the earned but unused vacation leave.

23.11 Subject to 23.12, where an employee dies or voluntarily terminates employment or is terminated from employment after a period of continuous employment of more than six (6) months, the employee or the employee's estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of employment.

**

23.12 Notwithstanding clause 23.11, an employee whose employment is terminated for cause pursuant to Section 11(2)(g) of the *Financial Administration Act* by reason of abandonment of his or her position is entitled to receive the payment referred to in clause 23.11 if the employee requests it within six (6) months following the date upon which employment is terminated.

**

23.13 Advance Payments

- (a) The Employer agrees to issue advance payments of estimated net salary or vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last day before the employee's vacation period commences.
- (b) When an employee takes one (1) or more complete weeks of compensatory leave in conjunction with the vacation leave under clause (a), the Employer agrees to issue advance payments of estimated net salary for the complete weeks in the combined period of compensatory and vacation leave, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last day before the employee's period of leave commences. The provisions of clause (a) will apply to the complete weeks in the combined period of vacation and compensatory leave.
- (c) Providing the employee has been authorized to proceed on the leave under clause (a) or (b), pay in advance of going on such leave shall be made prior to departure. Any overpayment 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.

Cancellation of Vacation Leave

23.14 When the Employer cancels or alters a period of vacation leave 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 must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.

ARTICLE 24
SICK LEAVE

Credits

24.01 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 receives pay for at least ten (10) days.

24.02 An employee shall be granted sick leave with pay when the employee is unable to perform his or her duties because of illness or injury provided that:

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

and

(b) he or she has the necessary sick leave credits.

24.03 Unless otherwise informed by the Employer, a statement signed by the employee describing the nature of illness or injury and stating that because of this illness or injury the employee was unable to perform his or her duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 24.02(a):

(a) if the period of leave does not exceed five (5) days,

and

(b) if, in the current fiscal year, the employee has not been granted more than ten (10) days' sick leave wholly on the basis of statements signed by him or her.

24.04 An employee shall not be granted sick leave with pay during any period in which the employee is on leave of absence without pay, or under suspension.

24.05 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.

24.06 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 24.02, sick leave with pay may, at the discretion of the Employer, be granted:

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

or

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

subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

ARTICLE 25

OTHER LEAVE WITH OR WITHOUT PAY

25.01 In respect of any requests for leave under this Article, the employee, when required by the Employer, must provide satisfactory validation of the circumstances necessitating such requests, in such manner and at such time as may be determined by the Employer and confirmed in writing.

Bereavement Leave With Pay

25.02 For the purpose of this clause, immediate family is defined as father, mother, brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), ward of the employee, father-in-law, mother-in-law and relative permanently residing in the employee's household or with whom the employee permanently resides.

**

(a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (4) consecutive calendar days which must include the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for that employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

- (b) An employee is entitled up to one (1) day's bereavement leave with pay for the purpose related to the death of the employee's grandparent, grandchild, 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 deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in sub-clauses 25.02(a) and (b).

Court Leave with Pay

25.03 The Employer shall grant leave with pay to an employee for the period of time the employee is required:

- (a) to be available for jury selection;
 - (b) to serve on a jury;
- or
- (c) by subpoena or summons to attend as a witness in any proceeding except one to which an employee is a party and otherwise than in the performance of the duties of his or her position, 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 a Senate or House of Commons of Canada, or a committee of the Senate or House of Commons,
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,
- or
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Personnel Selection Leave With Pay

25.04 Where an employee participates as a candidate in a personnel selection process for a position in the Public Service, as defined in the *Public Service Staff Relations Act*, the employee is entitled to leave of absence with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where the employee's presence is so required. Remuneration in these circumstances shall be limited to regular salary.

Injury-on-Duty Leave With Pay

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

- (a) personal injury received in the performance of the employee's duties and not caused by willful 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 the employee in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

Examination Leave With Pay

25.06 Leave of absence with pay to write examinations may be granted by the Employer to an employee. Such leave will be granted only where in the opinion of the Employer the course of study is directly related to the employee's duties or will improve the employee's qualifications.

**

25.07 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 sub-clause (a):
 - (i) where the employee's newborn child is hospitalized within the period defined in sub-clause (a),

and
 - (ii) where the employee has proceeded on maternity leave without pay and then, upon request and with the concurrence of the Employer, 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 sub-clause (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 returned to work, to a maximum of seventeen (17) weeks.
- (c) The extension described in sub-clause (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) At its discretion, 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 the Sick Leave With Pay Article. For purposes of this Article, illness or injury as defined in the Sick Leave Article 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.
- (g) Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

**

25.08 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 sub-clause (c), 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 Employment Insurance (EI) 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 with the Employer’s consent,
 - (B) within eighteen (18) months following her return from maternity leave without pay, she will work an amount of hours paid at straight time calculated by multiplying the number of hours in the work week on which her maternity allowance was calculated by twenty-six (26),

- (C) should the employee fail to return to work as per the provisions of sub-clauses (A) and (B) for reasons other than death or 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 sub-clause (B), or having become disabled as defined in the *Public Service Superannuation Act*, the employee recognizes that she is indebted to the Employer for the amount received as a maternity allowance, proportionate to the amount of hours not worked in relation to the hours to be worked as specified in sub-clause (B) above.
- (b) For the purpose of sub-clause (a)(iii)(B), periods of leave with pay shall count as time worked.
- (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 EI maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and
 - (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the EI 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.
- (d) The maternity allowance to which an employee is entitled is limited to that provided in sub-clause (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *EI Act*.

- (e) The weekly rate of pay referred to in sub-clause (c) shall be:
 - (i) for a full-time employee, her 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 sub-clause (i) by the fraction obtained by dividing her straight time earnings by the straight time earnings she would have earned working full time during such period.
- (f) The weekly rate of pay referred to in sub-clause (e) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (g) Notwithstanding sub-clause (f), and subject to sub-clause (e)(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.
- (h) 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.
- (i) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

**

25.09 Special Maternity Allowance for Totally-Disabled Employees

- (a) An employee who:
- (i) fails to satisfy the eligibility requirement specified in sub-clause 25.08(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 EI maternity benefits,

and

 - (ii) has satisfied all of the other eligibility criteria specified in sub-clause 25.08(a), other than those specified in sections (A) and (B) of sub-clause 25.08(a)(iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in sub-clause (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 25.08 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 *EI Act* had she not been disqualified from EI maternity benefits for the reasons described in sub-clause (a)(i).

**

25.10 Parental Leave Without Pay

- (a) An employee who becomes a parent through the birth of a child or the adoption of a child below the age of majority shall, upon request, be granted parental leave without pay for a single period of up to twenty-six (26) consecutive weeks beginning on or after the date of the child's birth or the date of acceptance of custody of the child for adoption.

- (b) The period of parental leave without pay shall end:
 - (i) where the period of maternity leave without pay as described in sub-clause 25.07(a) is followed by a period of parental leave without pay taken by the employee, or in the case of a Public Service couple, by the employee's spouse, no later than fifty-two (52) weeks after the child is born;
 - (ii) where the period of maternity leave without pay is extended as described in sub-clause 25.07(b) is followed by a period of parental leave without pay taken by the employee, or in the case of a Public Service couple, by the employee's spouse, no later than fifty-two (52) weeks after the day the child is born;and
 - (iii) in all other cases, no later than fifty-two (52) weeks after the day the child is born or the acceptance of custody of the child for adoption.
- (c) 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 child or as soon as the application for adoption has been approved by the adoption agency.
- (d) The Employer may require an employee to submit a birth certificate or proof of adoption for the child.
- (e) Parental leave without pay taken by a Public Service couple shall not exceed a total of twenty-six (26) weeks for both employees combined.
- (f) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall count for pay increment purposes.

**

25.11 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 sub-clause (c), 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 Employment Insurance (EI) 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 he or she:
 - (A) will return to work on the expiry date of his or her parental leave without pay, unless the return to work date is modified with the Employer's consent,
 - (B) within eighteen (18) months of the employee's return from parental leave without pay, he or she will work an amount of hours paid at straight time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by twenty-six (26),
 - (C) should the employee fail to return to work as per the provisions of sub-clauses A and B for reasons other than death or 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 sub-clause B, or having become disabled as defined in the *Public Service Superannuation Act*, the employee recognizes that he or she is indebted to the Employer for the amount received as a parental allowance, proportionate to the amount of hours not worked in relation to the hours to be worked as specified in sub-clause B above.
- (b) For the purpose of section (iii)(B), periods of leave with pay shall count as time worked.

- (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 EI parental benefits, ninety-three per cent (93%) of the employee's 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 sub-clause (iii) below, for each week in respect of which the employee receives EI parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross amount of the EI parental benefits he or she is initially eligible to receive and ninety-three per cent (93%) of the employee's weekly rate of pay less any other monies earned during this period;
 - (iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *EI Act*, the parental allowance payable under the SUB Plan described in sub-clause (ii) will be extended by the number of weeks of extended benefits which the employee receives under that sub-clause.
- (d) The parental allowance to which an employee is entitled is limited to that provided in sub-clause (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *EI Act*.
- (e) The weekly rate of pay referred to in sub-clause (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 sub-clause (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings he or she would have earned working full time during such period.

- (f) The weekly rate of pay referred to in sub-clause (e) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.
- (g) Notwithstanding sub-clause (f), and subject to sub-clause (e)(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 he or she was being paid on that day.
- (h) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (i) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

**

25.12 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in sub-clause 25.11(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 him or her from receiving EI parental benefits,
 - and
 - (ii) has satisfied all of the other eligibility criteria specified in sub-clause 25.11(a), other than those specified in sections (A) and (B) of sub-clause 25.11(a)(iii),

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in sub-clause (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of the employee's 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 25.11 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 *EI Act*, had the employee not been disqualified from EI parental benefits for the reasons described in sub-clause (a)(i).

**

25.13 Transitional Provisions

- (a) If, on December 6, 1999, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, she shall upon request be entitled to the provisions in this Article. Any application must be received before the termination date of the leave period originally requested.
- (b) If, on December 6, 1999, an employee is absent on maternity leave without pay and more than seventeen (17) weeks have elapsed since the termination date of her pregnancy, she may request parental leave as of the date of signing and her return to work date will be extended subject to the provisions of the Parental Leave Without Pay Article. Time already spent on maternity leave after seventeen (17) weeks following the termination of pregnancy shall be deducted from the period of parental leave specified in sub-clause 25.10(a) unless it is for reasons related to the hospitalization of the newborn child, as specified in sub-clause 25.07(b).
- (c) If, on December 6, 1999, any employee is currently on paternity or adoption leave without pay or has requested a period of such leave without pay but has not commenced the leave, he or she shall upon request be entitled to the provisions in this Article. Any application must be received before the termination date of the leave period originally requested.

25.14 Leave Without Pay for the Care and Nurturing of Preschool Age Children

Subject to operational requirements as determined by the Employer an employee shall be granted leave without pay for the 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 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;
- (e) time spent on such leave shall not be counted for pay increment purposes.

25.15 Leave Without Pay for Family-Related Needs

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

- (a) Subject to operational requirements as determined by the Employer, leave without pay for a period of up to three (3) months will be granted to an employee for family-related needs.
- (b) Subject to operational requirements as determined by the Employer, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for family-related needs.
- (c) An employee is entitled to leave without pay for family-related needs only once under each of (a) and (b) of this clause during the employee's total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer.

- (d) Leave without pay granted under (a) of this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall be counted for pay increment purpose.
- (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. Time spent on such leave shall not be counted for pay increment purposes.

25.16 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. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

25.17 Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including stepparents or foster parents), or any relative permanently residing in the employee’s household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:
 - (i) an employee is expected to make every reasonable effort to schedule medical or dental appointments for dependent family members to minimize or preclude the employee’s absence from work, however, when alternate arrangements are not possible an employee shall be granted up to one-half (1/2) day for a medical or dental appointment when the dependent family member is

incapable of attending the appointment by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible;

**

- (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) one (1) 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) five (5) days' marriage leave for the purpose of getting married provided that the employee gives the Employer at least five (5) days' notice.
- (c) The total leave with pay which may be granted under sub-clause (b)(i), (ii), (iii) and (iv) shall not exceed five (5) days in a fiscal year.

25.18 Leave With or Without Pay for Other Reasons

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

ARTICLE 26 DISCRIMINATION

26.01 It is agreed that there shall be no discrimination with respect to an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, membership or activity in the Union.

ARTICLE 27
LEAVE - GENERAL

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

27.02 When the employment of an employee who has been granted more vacation or sick leave with pay than the employee has earned is terminated by lay-off, the employee is considered to have earned the amount of leave with pay granted if at the time of lay-off the employee has completed two (2) or more years of continuous employment.

**

27.03 An employee is entitled, once in each quarter, to be informed, upon request, of the balance of his or her leave credits.

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

27.05 Leave shall be granted only in respect of time the employee would be otherwise scheduled to work at straight-time rates.

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

27.07 An employee shall not be granted two different types of leave with pay at the same time.

27.08 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.

ARTICLE 28 SEVERANCE PAY

Lay-off

28.01 An employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid severance pay at the time of lay-off.

28.02 In the case of an employee who is laid off for the first time following May 9, 1969, the amount of severance pay shall be two (2) weeks' pay for the first and one (1) week's pay for each succeeding complete year of continuous employment less any period in respect of which the employee was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer, but the total amount of severance pay which may be paid under this clause shall not exceed twenty-eight (28) weeks' pay.

28.03 In the case of an employee who is laid off for a second or subsequent time following May 9, 1969, the amount of severance pay shall be one week's pay for each completed year of continuous employment less any period in respect of which the employee was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer, but the total amount of severance pay which may be paid under this clause shall not exceed twenty-seven (27) weeks' pay.

**

Resignation

28.04 Provided an employee gives not less than one (1) month's notice of his or her intention to resign or such shorter period as the Employer may agree, an employee who has ten (10) or more years of continuous employment is, subject to clause 28.05, entitled to be paid on resignation from the Public Service severance pay equal to the amount obtained by multiplying half (1/2) of the employee's weekly rate of pay on resignation by the number of completed years of the employee's continuous employment to a maximum of twenty-six (26), less any period in respect of which the employee was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave by the Employer.

Retirement

28.05 On termination of employment an employee who is entitled to an immediate annuity or an immediate annual allowance under the *Public Service Superannuation Act* shall be paid severance pay equal to the product obtained by multiplying the employee's weekly rate of pay on termination of employment by

the number of completed years of continuous employment to a maximum of twenty-eight (28), less any period in respect of which the employee was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave by the Employer.

Severance Pay on Death

28.06 Regardless of any other benefit payable, if an employee dies there shall be paid to the employee's estate an amount equal to the product obtained by multiplying the employee's weekly rate of pay at the time of death by the number of completed years of continuous employment to a maximum of twenty-eight (28) less any period in respect of which the employee was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer.

28.07 For an employee appointed to a position in the bargaining unit after February 22, 1982, severance benefits payable under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clauses 28.02 and 28.03 be pyramided.

ARTICLE 29

EMPLOYEE PERFORMANCE REVIEW

29.01 An employee shall be given an opportunity to sign any formal review of his or her performance, including the results of proficiency checks, and shall also be given an opportunity to sign all adverse reports pertaining to the performance of his or her duties.

29.02 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.

29.03 Any document, relating to 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 infraction took place; provided that no further occurrence of disciplinary action has been recorded during this period.

****ARTICLE 30**
SAFETY AND HEALTH

30.01 The Employer shall continue to ensure that reasonable provisions are made for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Union 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.

ARTICLE 31
IMMUNIZATION

31.01 The Employer agrees to continue the present practice of providing an employee with immunization against communicable diseases when such immunization is a requirement to obtain a passport for travel in the performance of duties outside Canada.

ARTICLE 32
PUBLICATIONS

32.01 The Employer agrees to continue the present practice of ensuring that employees have ready access to all publications considered necessary to their work by the Employer.

ARTICLE 33
ASSIGNMENT SCHEDULING ALLOWANCE

33.01 At Helicopter bases where there are two (2) or more Helicopter Pilots, and where there is no supervisory pilot, an Assignment Scheduling Allowance shall be paid to one of the Helicopter Pilots.

33.02 The Helicopter Pilot who receives the Allowance shall be designated as the Pilot in Charge by the Employer.

33.03 The Allowance shall be thirty-two dollars (\$32.00) per four (4) weeks pay period and it shall not be paid during any period when the designated pilot is on leave of absence.

33.04 The Allowance shall be reduced on a pro-rata basis for any period of less than four (4) weeks during which a pilot is assigned the Assignment Scheduling responsibilities by the Employer.

ARTICLE 34 EMPLOYMENT REFERENCES

34.01 Personal references shall be given to a prospective Employer on application by such Employer, indicating length of service, principal duties and responsibilities, and performance of such duties provided that the Employer may withhold such references until receipt of written authority from the employee or former employee.

ARTICLE 35 GRIEVANCE PROCEDURE

**

35.01 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 have endorsed, the grievance procedure will be in accordance with Section 14 of the NJC By-Laws.

35.02 If he or she so desires an employee may be assisted and/or represented by the Union when presenting a grievance at any step.

35.03 An employee who wishes to present a grievance at any prescribed step in the grievance procedure, shall transmit this grievance to his or her immediate supervisor or local officer-in-charge who shall forthwith:

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

and

- (b) provide the employee with a receipt stating the date on which the grievance was received by him or her.

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

**

35.05 Subject to and as provided in Section 91 of the *Public Service Staff Relations Act*, an employee who feels that he or she has been treated unjustly or considers himself or herself aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 35.03, except that:

- (a) where there is another administrative procedure provided by or under any Act of Parliament 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 Union.

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

- (a) Step 1 - first level of management;
- (b) Step 2 - (and 3 in departments or agencies where such a step is established) - intermediate step(s);
- (c) Final Step - Chief Executive or authorized representative.

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

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 Union.

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

35.09 An employee may present a grievance to the first step of the procedure in the manner prescribed in clause 35.03, not later than the twenty-fifth (25th) day after the date on which the employee is notified orally or in writing or on which the employee first becomes aware of the action or circumstances giving rise to grievance.

35.10 An employee may present a grievance at each succeeding step in the grievance procedure beyond the first step either:

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

or

(b) where the Employer has not conveyed a decision to the employee within the time prescribed in clause 35.11, within ten (10) days following the last day on which the Employer was due to convey a decision.

35.11 The Employer shall normally reply to an employee's grievance at any step of the grievance procedure, except the final step, within ten (10) days after the grievance is presented, and within thirty (30) days where the grievance is presented at the final step.

35.12 Where an employee has been represented by the Union in the presentation of his or her grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each step of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

35.13 The decision given by the Employer at the final step in the grievance shall be final and binding upon the employee for all purposes of the *Public Service Staff Relations Act*, unless the grievance is one which may be referred to adjudication.

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

35.15 Where the provisions of clause 35.03 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency concerned. Similarly the Employer shall be deemed to have delivered a reply at any step on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his or her grievance at the next higher step shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

35.16 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Union representative, except as provided in clause 35.18.

35.17 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular step of authority, any or all the steps except the final step may be eliminated by agreement of the Employer and the employee, and, where applicable, the Union.

**

35.18 Where the Employer demotes or terminates an employee for cause pursuant to paragraph 11(2)(f) or (g) of the *Financial Administration Act*, the grievance procedure set forth in this Agreement shall apply except that:

(a) the grievance may be presented at the final step only,

and

(b) the thirty (30)-day time limit within which the Employer is to reply at the final step may be extended to a maximum of forty (40) days by mutual agreement of the Employer and the appropriate representative of the Union.

35.19 An employee may by written notice to his or her immediate supervisor or officer-in-charge abandon a grievance.

35.20 Any employee who fails to present a grievance to the next higher step within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond the employee's control, the employee was unable to comply with the prescribed time limits.

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

35.22 Where an employee has presented a grievance up to and including the final step in the grievance procedure with respect to:

- (a) the interpretation or application in respect of the employee of a provision of this Collective Agreement or a related 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*.

35.23 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him or her of a provision of this Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the Union signifies in prescribed manner:

- (a) its approval of the reference of the grievance to adjudication,

and
- (b) its willingness to represent the employee in the adjudication proceedings.

ARTICLE 36
JOINT CONSULTATION

36.01 The parties acknowledge the mutual benefits to be derived from joint consultation and will consult on matters of common interest.

36.02 Subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties.

**

National Consultation

36.03

- (a) To facilitate discussions on matters of mutual interest outside the terms of the Collective Agreement including training and career development, the Employer will recognize an Aircraft Operations Group Committee of the Union for the purpose of consulting with management. Representation at such meetings will normally be limited to five (5) representatives from each party, or as mutually agreed. It is agreed that the first of such meetings will be held within three (3) months of the date of the signing of this Agreement, and thereafter as determined by mutual agreement.
- (b) Consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote understanding, but it is expressly understood that no commitment may be made by either party on 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.

ARTICLE 37
CONTRACTING OUT

37.01 The Employer will continue past practice in giving all reasonable consideration to continued employment in the Public Service of employees who would otherwise become redundant because work is contracted out.

ARTICLE 38
ILLEGAL STRIKES

38.01 The *Public Service Staff Relations Act* provides penalties for engaging in illegal strikes. Both parties agree that disciplinary action may also be taken, which will include penalties up to and including discharge, for participation in an illegal strike as defined in the *Public Service Staff Relations Act*.

ARTICLE 39
AGREEMENT RE-OPENER

39.01 This Agreement may be amended by mutual consent. If either party wishes to amend or vary this Agreement, it shall give to the other party notice of any amendment proposed and the parties shall meet and discuss such proposal not later than one calendar month after receipt of such notice.

ARTICLE 40
LOSS OF LICENCE

40.01 The Employer agrees, where an employee loses his or her Flight Crew licence due to medical reasons, to continue the present practice of making every reasonable effort to find suitable alternate employment for the employee either within the Department or elsewhere in the Public Service.

40.02 Where an employee, who has been denied renewal of his or her Flight Crew licence on the grounds that he or she does not meet the prescribed medical standards, applies for a review of his or her case to the Civil Aviation Medical Advisory Panel, the Employer will reimburse the employee for the cost of any additional medical examinations which he or she is required to undergo.

ARTICLE 41
LICENCE AND MEDICAL FEES

41.01 The Employer shall reimburse an employee for his or her payment of fees incurred in:

- (a) obtaining medical examinations, including but not limited to electrocardiograms, specialist reports and x-rays, when required by the licencing authority, for the purpose of the renewal of a Flight Crew licence;

and

- (b) renewing his or her Flight Crew licence including ratings and endorsements thereto, when required by the Employer as a condition for the continuation of the performance of the duties of his or her position.

ARTICLE 42
NATIONAL JOINT COUNCIL AGREEMENTS

42.01 Agreements concluded by the National Joint Council of the Public Service on items which may be included in a collective agreement, and which the parties to this agreement have endorsed 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.

42.02 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 on December 6, 1978.

ARTICLE 43

CALL-BACK

43.01 If an employee on a designated holiday or a day of rest or after he or she has completed his or her work for the day and has left his or her place of work is called back to work and returns to work he or she shall be entitled to the greater of:

- (a) compensation at the applicable overtime rate for any time worked,
- (b) compensation equivalent to four (4) hours' pay at the straight-time rate.

Time spent by an employee reporting to work or returning to his or her residence shall not constitute time worked.

**

43.02 An employee who receives a call to duty or responds to a telephone or data line call on a designated holiday or a day of rest or after he or she has completed his or her work for the day, may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

- (a) compensation at the applicable overtime rate for any time worked,

or
- (b) compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first time an employee performs work during an eight-hour period, starting when the employee first commences the work.

ARTICLE 44

STANDBY

44.01

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- (a) An employee will be considered to be on standby when the Employer requires that employee to be available at a known telecommunications link number and able to perform authorized work during off-duty hours for his or her designated period of standby duty.

**

- (b) An employee on standby shall be compensated at the rate of one (1) hour for each eight (8) consecutive hours or portion thereof that the employee has been designated as being on standby duty.

**

- (c) The compensation referred to in (b) shall be made in cash. However, at the request of the employee and the discretion of the Employer, the compensation may be in the form of compensatory leave.

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- (d) No compensation shall be made for the total period of standby duty if the employee is unable to report for duty when required.

**

- (e) An employee on standby who receives a call to duty and who performs authorized work shall be credited with compensatory leave in accordance with Article 43 and shall continue to receive compensation under this clause for the balance of the period of standby duty in which he or she is called to duty.

- (f) Upon recommencement of standby duty following a period in which an employee has been recalled to work or received a call to duty subject to clause 44.01(e) he or she will recommence to earn standby compensation under the provisions of paragraph (b) of this clause.

- (g) When there is a known requirement for standby duties on a continuing basis the Employer will endeavour to distribute the standby duties on an equitable basis among qualified available employees.

****ARTICLE 45**

SHIPBOARD AND SPECIAL ASSIGNMENT ALLOWANCE

45.01 A Helicopter Pilot shall receive a weekly allowance of thirty (30) hours at time and one-half (1 1/2) for each period of seven (7) days in which he or she is required to undertake shipboard or special assignment duties, and periods of less than seven (7) days on shipboard or special assignment duties will be pro-rated, provided that:

- (a) such allowance shall not apply to Helicopter Pilots receiving Isolated Post Allowance or any other special allowance for hardship and isolation,

and

- (b) such allowance is in lieu of daily or weekly overtime, call-back, standby and all premium pay for work on days of rest and designated holidays,
- (c) the Special Assignment Allowance for helicopter operations applies to operations north of fifty-five (55°) degrees latitude north,
- (d) subject to operational requirements, as determined by the Employer, compensation earned under clause 45.01 may, at the request of the Employer or the employee, and with reasonable notice, be granted in leave at time mutually convenient,
- (e) when a Helicopter Pilot on shipboard or special assignment works on a designated paid holiday he or she shall be credited with one day of leave with pay in lieu of the holiday.

****ARTICLE 46**

EXTRA DUTY ALLOWANCE

46.01

- (a) Subject to clause (b) of this Article, Civil Aviation Inspectors shall be paid an Extra Duty Allowance of \$6,300 annualized.
- (b) The requirements for eligibility to receive Extra Duty Allowance and the timing of payments shall be the same as those contained in "Transport Canada Professional Currency Programs for Civil Aviation Inspectors" and the "TSB Policy on CAI Professional Aviation Currency" and may be changed after consultation with the Union.
- (c) Extra Duty Allowance shall form part of pay for purposes of the *Public Service Superannuation Act (PSSA)*, *Disability Insurance Act (DI)* and the *Public Service Management Insurance Plan (PSMIP)*.

ARTICLE 47

JOB SECURITY

47.01 Subject to the willingness and capacity of individual employees to accept relocation and retraining, the Employer will make every reasonable effort to ensure that any reduction in the work force will be accomplished through attrition.

****ARTICLE 48**
LEGAL ASSISTANCE

48.01 The Employer shall provide legal advice and assistance to an employee who is required to appear at a coroner's inquest or judicial/magisterial inquiry, or who is a party to or is required to attend as a witness at a civil or criminal legal action, arising out of the performance of the employee's duties.

48.02 If the employee so desires, he or she may select legal counsel of his or her choice, and the legal fees for such representation shall be borne by the employee. Where, in the opinion of the Employer, a conflict of interest may exist, the Employer shall pay the legal fees for such representation, in accordance with the schedule of fees established for agents of the Department of Justice.

ARTICLE 49
DURATION AND RENEWAL

**

49.01 The duration of this Collective Agreement shall be from the date it is signed to January 25, 2001.

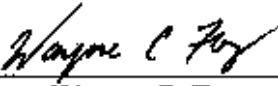
49.02 Unless otherwise expressly stipulated the provisions of this Agreement shall become effective on the date it is signed.

SIGNED AT OTTAWA, this 6th day of the month of December, 1999.

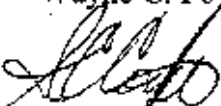
THE TREASURY BOARD
OF CANADA

THE AIRCRAFT OPERATIONS
GROUP ASSOCIATION

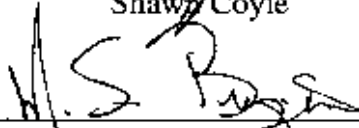

Hélène Laurendeau


Wayne C. Foy

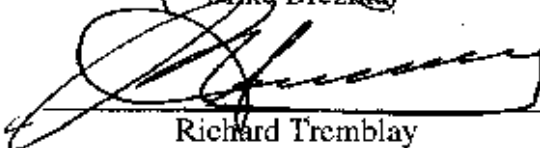

K. Wilder Paterson


Shawn Coyle



Debra Taylor

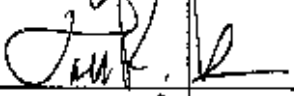

Mike Brezina


Stephen Buckles

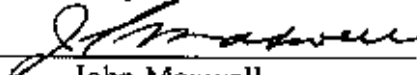

Richard Tremblay


Ken Mansfield



Greg Holbrook

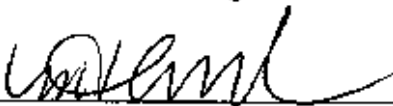

Don Johns


Doug Worden


John Maxwell


Robert Peiletier


Denis Gosselin


Marc Thibodeau

****APPENDIX "A"****AO - AIRCRAFT OPERATIONS GROUP****ANNUAL RATES OF PAY**

(in dollars)

- A) **Effective October 26, 1998**
 B) **Effective October 26, 1999**
 C) **Effective October 26, 1999**

CIVIL AVIATION INSPECTORS SUB-GROUP (CAI)**CAI-1**

From:	\$	50467	51907	53385	54906	56472		
To:	A	51729	53205	54720	56279	57884		
	B	51729	53205	54720	56279	57884	59534	
	C		54269	55814	57405	59042	60725	

CAI-2

From:	\$	52683	54184	55728	57315	58948	60631	
To:	A	54000	55539	57121	58748	60422	62147	
	B	54000	55539	57121	58748	60422	62147	63918
	C		56650	58263	59923	61630	63390	65196

CAI-3

From:	\$	57986	59638	61338	63085	64884	66734	
To:	A	59436	61129	62871	64662	66506	68402	
	B	59436	61129	62871	64662	66506	68402	70351
	C		62352	64128	65955	67836	69770	71758

CAI-4

From:	\$	61698	63455	65263	67124	69036	71003	
To:	A	63240	65041	66895	68802	70762	72778	
	B	63240	65041	66895	68802	70762	72778	74852 76985
	C		66342	68233	70178	72177	74234	76349 78525

CAI-5

From:	\$	66631	68531	70484	72492	74560	76685		
To:	A	68297	70244	72246	74304	76424	78602		
	B	68297	70244	72246	74304	76424	78602	80842	83146
	C		71649	73691	75790	77952	80174	82459	84809

ENGINEERING TEST PILOTS SUB-GROUP (ETP)**ETP-1**

From:	\$	72189	74300	76425	78602	80843	83133		
To:	A	73994	76158	78336	80567	82864	85211		
	B	73994	76158	78336	80567	82864	85211	87640	
	C		77681	79903	82178	84521	86915	89393	

HELICOPTER PILOT AND SUPERVISORS SUB-GROUP (HPS)**HPS-1**

From:	\$	55548	57213	58882	60254	62016			
To:	A	56937	58643	60354	61760	63566			
	B	56937	58643	60354	61760	63566	65372		
	C		59816	61561	62995	64837	66679		

HPS-2

From:	\$	58290	59936	61578	63221	65099			
To:	A	59747	61434	63117	64802	66726			
	B	59747	61434	63117	64802	66726	68650		
	C		62663	64379	66098	68061	70023		

**

PAY NOTES

1. Except as provided in Pay Note 2, an employee who is paid in the present scale of rates shall, on the relevant effective date, be paid at the rate immediately below that rate in the scale of rates.
2. Effective October 26th, 1999, prior to any other pay revision which occurs on that date, an employee shall be paid in the "B" line at the rate of pay which is immediately higher than the employee's rate of pay as of October 25th, 1999.
3. Employees at levels CAI-4 and CAI-5 who have been at the maximum rate of pay for their level for more than twelve (12) months on October 26, 1999, will move to the new maximum rate of pay effective October 26, 1999.
4. Where an employee is performing acting duties on October 26, 1999, and is paid acting pay pursuant to clause 21.04, the employee's acting rate of pay will be adjusted effective October 26, 1999, in accordance with Pay Note 2. Upon termination of the acting assignment, the employee's substantive rate of pay will then be adjusted in accordance with Pay Note 2.
5. Notwithstanding Pay Note 1, an employee who was appointed from outside the Public Service above the minimum rate during a period when a pay increase becomes retroactive and who was notified in writing prior to his or her appointment that a negotiated retroactive pay increase would not apply to him or her, shall, effective the date of his or her appointment, have his or her rate of pay on appointment altered to the rate in the new scale of rates for his or her classification level which is nearest to but not less than the rate at which he or she was appointed. Changes in the employee's rate of pay which took place during the retroactive period will be recalculated based on that new rate.
6. The pay increment period for employees in these scales of rates is one (1) year and a pay increment shall be the next rate in the scale of rates.

7. Subject to Pay Note 8, the pay increment date for an employee appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after February 22, 1982, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to February 22, 1982 remains unchanged.

8. Part-time employees shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.

LETTER OF AGREEMENT (99-1)

The following conditions will apply to employees assigned to in-flight inspection duties (Air Carrier Inspectors):

- (a) Duty hours during authorized in-flight inspections will be calculated from the published Airline Schedule departure time to the final arrival (block time) plus one and one-half (1 1/2) hours (for accounting purposes the one and one-half (1 1/2) hours will be added to the final destination arrival time and applied once only in a twenty-four (24) hour period). However, duty hours shall not be claimed in the event of notification that a flight is delayed or cancelled prior to departure from the employee's residence or hotel. In the latter case and where the employee resumes his or her journey, duty time shall commence at the actual time of departure of the delayed flight or substitute flight.
- (b) Time used in recording duty hours will be the legal local time of the time zone in which the employee's headquarters is located.
- (c) Duty hours shall be continuous unless broken by a rest period of at least eight (8) hours at a place where sleeping accommodation can be obtained.
- (d) When an employee is scheduled to work on a day of rest, he or she shall be compensated for duty hours at the appropriate overtime rate.

In the event that the duty hours are less than seven and one-half (7 1/2) hours, he or she shall be entitled to compensatory leave on an hour-for-hour basis for the balance of the difference between seven and one-half (7 1/2) hours and the duty time involved.

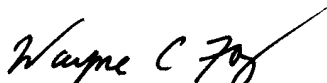
SIGNED AT OTTAWA, this 6th day of the month of December, 1999.

THE TREASURY BOARD
OF CANADA



K. Wilder Paterson

THE AIRCRAFT OPERATIONS
GROUP ASSOCIATION



Wayne C. Foy

LETTER OF AGREEMENT (99-2)

Re: Developmental Seminars

It is recognized by the parties to this Agreement that attendance at certain developmental seminars, symposiums and conferences represents opportunities for development to the employee beyond that which the Employer requires of the employee to simply maintain current operations.

Many of these developmental opportunities do not readily associate themselves with the normal hours of work, overtime and travelling time provisions of this Collective Agreement and as such, in these circumstances these provisions will not apply.

Accordingly, the parties agree that when such a developmental situation is to be arranged by the Employer and an employee is to be given the opportunity to attend, the employee shall be informed in advance of what is likely to be involved in respect of the employee's personal time above and beyond the employee's normal hours of work both in respect of travel and attendance at such activities.

If the employee wishes to be given the opportunity to attend and is permitted to do so, the employee shall be entitled to normal travel expenses incurred and shall suffer no loss of regular salary as a result of attendance at such activity.

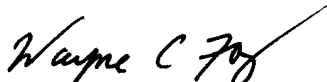
SIGNED AT OTTAWA, this 6th day of the month of December, 1999.

THE TREASURY BOARD
OF CANADA



K. Wilder Paterson

THE AIRCRAFT OPERATIONS
GROUP ASSOCIATION



Wayne C. Foy

****LETTER OF AGREEMENT (99-3)**

This is to confirm an understanding reached during the current negotiations in respect of the provision of a retention bonus.

A one-time lump sum payment of \$750 shall be paid to all employees in the bargaining unit on October 1, 1999.

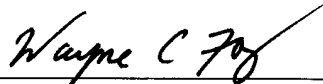
SIGNED AT OTTAWA, this 6th day of the month of December, 1999.

THE TREASURY BOARD
OF CANADA

THE AIRCRAFT OPERATIONS
GROUP ASSOCIATION



K. Wilder Paterson



Wayne C. Foy

****LETTER OF AGREEMENT (99-4)**

**Re: Aircraft Operations Group
Recruitment and Retention Allowance**

Preamble

In an effort to resolve recruitment and/or retention problems, the Employer will provide an allowance for the performance of duties to incumbents of positions in the Aircraft Operations bargaining unit.

Eligibility

Employees in Group A and Group B, as defined below, who are incumbents of positions (either on a substantive basis or acting appointment basis) in the Aircraft Operations bargaining unit shall be entitled to a Recruitment and Retention Allowance as shown below:

- (a) Group A, which comprises:
 - (i) Employees in the Engineering Test Pilot Subgroup
 - (ii) Employees in the Civil Aviation Inspector Subgroup who are incumbents of CAI positions in:
 - Commercial and Business Aviation at Transport Canada
 - Maintenance and Manufacturing at Transport Canada
 - The Transportation Safety Board, employed as Senior Investigators, Team Leaders and Managers
- (b) Group B, which comprises all other employees in the Aircraft Operations Group who are incumbents of positions in the bargaining unit.

Application

- 1.
 - (a) Commencing October 26, 1999 and ending January 25, 2001, incumbents of positions identified above shall be eligible to receive a Recruitment and Retention Allowance in the following amounts:

Group A: an annualized amount of \$4,200 to be paid biweekly

Group B: an annualized amount of \$1,800 to be paid biweekly

- (b) The Allowance specified above does not form part of an employee's salary.
 - (c) An employee shall be paid the Allowance for each calendar month for which the employee receives at least ten (10) days' pay as an incumbent of a position in the AO bargaining unit.
 - (d) When an employee is required by the Employer to perform the duties of another position within the AO bargaining unit in accordance with clause 21.04, and where the amount of the Allowance differs between the two positions, the Allowance payable shall be proportionate to the time at each position.
 - (e) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
2. Part-time employees shall be entitled to the Allowance on a pro rata basis.
 3. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
 4. This Memorandum of Understanding expires on January 25, 2001.

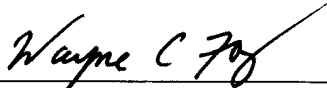
SIGNED AT OTTAWA, this 6th day of the month of December, 1999.

THE TREASURY BOARD
OF CANADA



K. Wilder Paterson

THE AIRCRAFT OPERATIONS
GROUP ASSOCIATION



Wayne C. Foy