



Treasury Board of Canada Secrétariat du Conseil du Trésor
Secretariat du Canada

Group: Ship Repair (East)
Expiry Date: December 31, 2011

Agreement between the Treasury Board and The Federal Government Dockyard Trades and Labour Council (East)

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

CODE: 611
Expiry Date: December 31, 2011

Groupe : Réparation des navires (est)
Date d'expiration : le 31 décembre 2011

Canada

**Agreement between
the Treasury Board and
The Federal Government
Dockyard Trades and Labour
Council (East)**

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

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Treasury Board of Canada Secretariat
Labour Relations and Compensation Operations
L'Esplanade Laurier
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Federal Government Dockyard
Trades and Labour Council (East)
Building D-126
Fleet Maintenance Facility
Cape Scott
P.O. Box 99000 Stn Forces
Halifax, Nova Scotia
B3K 5X5



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**Asterisks denote changes from the previous Collective Agreement.

COUNCIL AFFILIATES

INTERNATIONAL BROTHERHOOD OF PAINTERS, AND ALLIED
TRADES
LOCAL NO. 1949

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS
AND ASBESTOS WORKERS
LOCAL NO. 116-B

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE
WORKERS
LOCAL NO. 2797

SHIP REPAIR MACHINISTS AND MECHANICS UNION (ATLANTIC)

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP
BUILDERS, BLACKSMITHS, FORGERS AND HELPERS
LOCAL NO. 580

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 1131

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 1133

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL NO. 290

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES
AND CANADA
LOCAL NO. 282

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA
LOCAL NO. 1405

ARTICLE 1
PURPOSE OF AGREEMENT

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

ARTICLE 2
INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement,

- (a) **“annual rate of pay”** means an employee’s weekly rate of pay multiplied by fifty-two point one seventy-six (52.176);
- (b) **“bargaining unit”** means all employees, other than chargehands, of the Employer in the Ship Repair Group of the Operational Category located on the east coast as described in the certificate issued by the Public Service Labour Relations Board on August 20, 1976 as amended on May 12, 2000 and December 21, 2005;

**

- (c) a **“common-law partner”** relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her partner, and lives and intends to continue to live with that person as if that person were his/her partner;

**

- (d) **“continuous employment”** has the same meaning as specified in the Treasury Board Directive on *Terms and Conditions of Employment*, except that for the purpose of calculating leave and severance pay entitlements, it will not include former service in the Royal Canadian Mounted Police or the Canadian Armed Forces;
- (e) **“Council”** means the Federal Government Dockyard Trades and Labour Council East;

- (f) **“daily rate of pay”** means an employee’s hourly rate of pay multiplied by eight (8);
- (g) **“day”** means a twenty-four (24)-hour period:
 - (i) commencing at 2345 hours and ending at 2345 hours the following day for employees subject to clause 15.02(a),
 - (ii) commencing at 0000 hours and ending at 2400 hours for employees subject to clause 15.02(b),

and
 - (iii) commencing at 0015 hours and ending at 0015 hours the following day for employees subject to clause 15.02(c);
- (h) **“double time”** means two (2) times the straight-time rate;
- (i) **“employee”** means an employee as defined in the *Public Service Labour Relations Act* and who is a member of the Ship Repair bargaining unit;
- (j) **“Employer”**, except as specifically provided in clause 14.01, means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board;
- (k) **“harbour limits”** means an East-West line of 063 degrees (true) from York Redoubt through Maughers Beach on McNabbs Island. The area north of this line constitutes the Halifax harbour area and includes Bedford Basin;
- (l) **“holiday pay”** means eight (8) hours’ pay;
- (m) **“lay-off”** means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function;
- (n) **“leave”** means authorized absence from duty by an employee during the employee’s regular or normal hours of work;
- (o) **“overtime”** means time worked by an employee outside of the employee’s regularly scheduled hours;

- (p) **“pay”** means basic hourly rates of pay as specified in Appendix “A” and the differentials specified in Appendix “A” where applicable, and does not include shift premium;
- (q) **“sea trials”** means trials conducted outside the harbour limits;
- (r) **“straight-time rate”** means the hourly rate of pay;
- (s) **“time and one-half”** means one and one-half (1 1/2) times the straight-time rate;
- (t) **“triple time”** means three (3) times the straight-time rate;
- (u) **“weekly rate of pay”** means an employee’s hourly rate of pay multiplied by forty (40).

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

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

ARTICLE 3

CONFLICT BETWEEN FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

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

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

ARTICLE 4
APPLICATION

- 4.01** The provisions of this Agreement apply to the Council, employees and the Employer.
- 4.02** Both the English and French texts of this Agreement shall be official.
- 4.03** Unless otherwise expressly stipulated, the provisions of this Agreement apply equally to male and female employees and words importing the masculine gender include the feminine gender.

ARTICLE 5
MANAGERIAL RESPONSIBILITIES

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

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

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

ARTICLE 6
RECOGNITION

6.01 The Employer recognizes the Federal Government Dockyard Trades and Labour Council (East) as the exclusive bargaining agent for all employees, other than chargehands, in the Ship Repair Occupational Group located on the east coast described in the certificate issued to the Council by the Public Service Labour Relations Board on the twentieth day of August, 1976 as amended on the twelfth day of May 2000 and on the twenty-first day of December 2005.

ARTICLE 7
UNION REPRESENTATION

7.01 Access to Employer's Premises

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

7.02 Appointment of Stewards

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

7.03 Recognition of Council Representatives

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

The Council shall supply a list of the names of Council officers and stewards to the Employer and shall advise the Employer of any changes thereafter.

7.04 Leave for Council Officers and/or Stewards

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

7.05 Provision of Bulletin Board Space

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

**ARTICLE 8
COUNCIL SECURITY**

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

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

8.03 For the purpose of applying clause 8.01, deductions from pay for each employee in respect of each month will start with the first full calendar month of employment to the extent that earnings are available.

8.04 As soon as practicable after the signing of this Agreement, the Employer will provide the Council with an up-to-date list of all employees in the Ship Repair bargaining unit and will provide appropriate quarterly lists of all employees who have been assigned to or have left the bargaining unit during the quarter.

**

8.05 An employee who satisfies the Council as to the bona fides of his or her claim and declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved. The Council will inform the Employer accordingly.

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

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

8.08 The Council agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

ARTICLE 9

LEAVE - GENERAL

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

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

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

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

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

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

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

9.08

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

ARTICLE 10

VACATION LEAVE WITH PAY

10.01 Vacation Year

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

10.02 Accumulation of Vacation Leave Credits

An employee shall earn, during the vacation year, vacation leave credits at the following rates for each calendar month during which the employee receives at least eighty (80) hours pay:

- (a) six decimal six seven (6.67) hours per month until the month (for an annual total of 10 days) in which the anniversary of the employee’s first (1st) year of service occurs;

or

- (b) ten (10) hours per month (for an annual total of 15 days) commencing with the month in which the employee's first (1st) anniversary of service occurs;

or

- (c) thirteen decimal three four (13.34) hours per month (for an annual total of 20 days) commencing with the month in which the employee's eight (8th) anniversary of service occurs;

or

- (d) Fourteen decimal six seven (14.67) hours per month (for an annual total of 22 days) commencing with the month in which the employee's fifteenth (15th) anniversary of service occurs;

or

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

or

- (f) Sixteen decimal six seven (16.67) hours per month (for an annual total of 25 days) commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;

or

- (g) Eighteen (18) hours per month (for an annual total of 27 days) commencing with the month in which the employee's twenty-fifth (25th) anniversary of service occurs;

or

- (h) Twenty (20) hours per month (for an annual total of 30 days) commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.

- (i) For the purpose of this clause only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one (1) year following the date of lay-off.

**

10.03 Entitlement to Vacation Leave With Pay

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

Scheduling of Vacation Leave With Pay

10.04 Subject to clauses 10.05, 10.06 and 10.07, employees shall, subject to work requirements, normally take all their vacation leave during the vacation year in which it is earned.

10.05 The Employer shall, subject to work requirements, schedule vacation leave at a time convenient to the employee.

10.06 In order to ensure that vacation leave is used in accordance with clauses 10.04 and 10.05, any employee with more than one hundred and sixty (160) hours on January 1st of that fiscal year, shall meet and discuss with his or her supervisor when they are going to use the portion of their leave over the one hundred and sixty (160) hours by March 31st of the same fiscal year. If they cannot reach an agreement, the Employer will schedule such leave.

**

10.07 Carry-Over Provisions

- (a) An employee may carry over a maximum of one hundred and sixty (160) hours as stated in clause 10.06.
- (b) By November 1st of each year, requests to carry over vacation leave in excess of one hundred and sixty (160) total accumulated hours, for special circumstances, must be submitted in writing by the employee stating the reasons and approximate proposed vacation dates to the supervisor. Such requests will be considered by the Leave Tribunal. For

purposes of vacation leave in excess of one hundred and sixty (160) hours, examples of special circumstances are:

- (i) planned vacations requiring extensive periods;
 - (ii) periods to build a house;
 - and
 - (iii) extensive periods for special events or circumstances requiring the employee's attendance or participation.
- (c)
- (i) An employee who has accumulated vacation leave is required to use, in addition to his/her annual vacation leave one hundred and sixty (160) hours of his/her accumulated vacation leave until all previously accumulated vacation leave is reduced to one hundred and sixty (160) hours.
 - (ii) Carry-over of such vacation leave will be allowed under the following circumstances:
 - (A) an employee, subject to work requirements, was not permitted to take vacation leave;
 - and
 - (B) the total amount of leave is large and cannot be used within one (1) year.
- (d) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and sixty (160) hours 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.
- (e) 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 such losses.

Leave When Employment Terminates

10.08 When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days earned but unused vacation with pay to the employee's credit by the daily rate of pay (i.e. rate in effect at time of termination) to which the employee is entitled by virtue of the certificate of appointment in effect at the time of the termination of employment.

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

Advance Payments

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

10.11 Providing the employee has been authorized to proceed on vacation leave for the period concerned, the Employer agrees to issue advance payments of estimated net salary for a period of two (2) or more complete weeks.

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

One-Time Leave Entitlement

10.13 Employees shall be credited a one-time entitlement of twenty-four (24) hours of vacation leave with pay on the first (1st) day of the month following the anniversary of the employee's first (1st) year of service.

**

10.14 Where, in respect of any period of vacation leave, an employee 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 the use at a later date. Employees are to advise the Employer as soon as possible of the illness.

ARTICLE 11

DESIGNATED PAID HOLIDAYS

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

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,

- (k) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first Monday in August,

and
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

**

For greater certainty, full-time employees who do not work on a Designated Paid Holiday are entitled to eight (8) hours pay at the straight-time rate for the Designated Paid Holiday.

11.02 An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday.

11.03 Holiday Falling on a Day of Rest

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

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

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest,

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

11.05 Compensation for Work on a Holiday

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

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

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

11.06 Holiday Coinciding with a Day of Paid Leave

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

**ARTICLE 12
SICK LEAVE WITH PAY**

12.01 Credits

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

12.02 Granting of Sick Leave With Pay

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

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

and

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

12.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury the employee was unable to perform his or her duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 12.02(a), if the period of leave requested does not exceed forty (40) hours.

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

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

(a) for a period of up to two hundred (200) hours if the employee is awaiting a decision on an application for injury-on-duty leave,

or

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

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

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

ARTICLE 13

OTHER TYPES OF LEAVE WITH OR WITHOUT PAY

13.01

(a) In respect of any request for leave under this Article, the employee may be required by the Employer to provide satisfactory validation of the circumstances necessitating such requests.

(b) A statement, written on or accompanying the leave form, signed by the employee describing the reason for the leave shall normally satisfy the requirements of clause 13.01(a), and may be used by the Employer in considering such leave requests.

13.02 Bereavement Leave With Pay

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

- (a) Where a member of the employee's immediate family dies, an employee shall be entitled to bereavement leave with pay for a period of not more than five (5) days which must include the day of the funeral, and may, in addition, be granted up to three (3) days' bereavement leave with pay for the purpose of travel related to the death.
- (b) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) 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 bereavement leave with pay in a manner other than specified in clauses 13.02(a) and 13.03(b) provided that the combined period of bereavement leave with pay does not exceed the amounts specified in clause 13.02(a) or 13.02(b).
- (d) Where, in respect of any period of vacation or sick leave, circumstances arise which necessitate bereavement leave in accordance with clause 13.02, the leave taken shall be substituted for vacation leave or sick leave.

13.03 Court Leave With Pay

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

- (a) to be available for jury selection;
- (b) to serve on a jury;

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

13.04 Injury-on-Duty Leave With Pay

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

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

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

13.05 Maternity Leave Without Pay

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

or

 - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

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

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;

- (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 12 Sick Leave With Pay. For purposes of this subparagraph, the terms “illness” or “injury” used in Article 12 Sick Leave With Pay, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

13.06 Maternity Allowance

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

and
 - (iii) has signed an agreement with the Employer stating that:
 - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;

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

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

however, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the *Public Service Labour Relations Act* within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

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

and

- (ii) for each week that the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate of pay and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 13.06(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan maternity benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Québec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.

- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.

**

- (i) Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

13.07 Special Maternity Allowance for Totally Disabled Employees

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

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph 13.07(a)(i), the difference between ninety-three per cent (93%) of her weekly rate of pay, and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 13.06 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance Plan maternity benefits for the reasons described in subparagraph 13.07(a)(i).

13.08 Parental Leave without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two periods.
- (d) Notwithstanding paragraphs (a) and (b):
 - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
 - or
 - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of

the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

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

13.09 Parental Allowance

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

and
 - (iii) has signed an agreement with the Employer stating that:

- (A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
- (B) following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 13.06(a)(iii)(B), if applicable;
- (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

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

however, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the *Public Service Labour Relations Act* within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

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

- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay, for each week of the waiting period, less any other monies earned during this period;
 - (ii) for each week the employee receives parental, adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate of pay and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
 - (iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 13.09(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Québec.

- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
 - (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
 - (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate, the employee was being paid on that day.
- **
- (i) Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance, the allowance shall be adjusted accordingly.
 - (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- **
- (k) The maximum combined, shared maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

13.10 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
- (i) fails to satisfy the eligibility requirement specified in subparagraph 13.09(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits;

and

 - (ii) has satisfied all of the other eligibility criteria specified in subparagraph 13.09(a), other than those specified in sections (A) and (B) of subparagraph 13.09(a)(iii);

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph 13.10(a)(i), the difference between ninety-three per cent (93%) of the employee's rate of pay, and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 13.09 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph 13.10(a)(i).

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

Subject to operational requirements as determined by the Employer, an employee shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children in accordance with the following conditions:

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

13.12 Leave Without Pay for Family-Related Needs

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

- (a) subject to operational requirements 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;
- (e) leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved.

13.13 Leave Without Pay for Relocation of Spouse

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

13.14 Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), children (including children of legal or common-law spouse), foster children, parents (including stepparents or foster parents), or any relative residing in the employee’s household or with whom the employee permanently resides.
- (b) Leave with pay shall be granted under the following circumstances:
 - (i) an employee requesting leave under this provision must make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude the employee’s absence from work, and must notify his/her supervisor of the appointment as far in advance as possible. However, when alternate arrangements are not possible an employee shall be granted, subject to urgent work requirements, up to eight (8) hours of leave for an appointment to take a family member as defined in clause 13.14(a), for a medical or dental appointment when the family member is incapable of attending the appointment by himself/herself, or for appointments with appropriate authorities in schools or adoption agencies;
 - (ii) leave with pay to provide for the immediate and temporary care of a sick family member and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;

- (iii) sixteen (16) hours' 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;
- (c) The total leave with pay which may be granted under sub-clause (b)(i), (ii) and (iii) shall not exceed forty (40) hours in a fiscal year.

13.15 Leave With or Without Pay for Other Reasons

- (a) At its discretion, the Employer may grant leave with or without pay for purposes other than those specified in this Agreement.
- (b) At its discretion, the Employer may grant leave with pay when circumstances not directly attributable to the employee prevent his/her reporting for work, including civil defence exercises and emergencies affecting the community or place of work.
- (c) Reasons for requesting leave without pay for personal reasons, other than those specified in this Agreement, will not be required of the employee unless the request is excessive or the granting of such leave would interfere with urgent work commitments. Permission to take such leave will not be unreasonably withheld. Where a dispute occurs, the matter may be referred directly to the appropriate Division Head.
- (d)
 - (i) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of eight (8) hours of leave with pay for reasons of a personal nature.
 - (ii) The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

13.16 Volunteer Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of eight (8) hours of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

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

ARTICLE 14 SEVERANCE PAY

14.01 For the purpose of this Article, the terms:

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

14.02 Lay-Off

An employee with one (1) or more years of continuous employment who is laid off after 7 April 1971, shall be paid severance pay based on completed years of continuous employment, less any period within the period of continuous employment in respect of which the employee was granted a termination of employment benefit paid by the Employer. It shall be calculated at the rate of two (2) weeks’ pay for the first year of continuous employment and one (1) week’s pay for each succeeding completed year of continuous employment on the first lay-off and one (1) week’s pay for each completed year of continuous employment on a subsequent lay-off. In the case of a partial year of continuous employment, one (1) week’s pay multiplied by the number of days of continuous employment divided by 365.

14.03 Resignation

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

14.04 Retirement

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

14.05 Death

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

14.06 Termination for Cause for Reasons of Incapacity

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

14.07 Rejection on Probation

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

14.08 Continuous Employment

The period of continuous employment used in the calculation of severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under this Article be pyramided.

ARTICLE 15**HOURS OF WORK AND OVERTIME****15.01 Hours of Work**

- (a) The hours of work shall be forty (40) hours per week and eight (8) hours per day.
- (b) The workweek and workdays shall be:
 - (i) from Sunday 2345 hours to Friday 2345 hours inclusive for employees subject to clause 15.02(a),
 - (ii) from Monday to Friday inclusive for employees subject to clause 15.02(b),
 - and
 - (iii) from Monday 0015 hours to Saturday 0015 hours inclusive for employees subject to clause 15.02(c).

- (c) The first and second days of rest shall be:
 - (i) from Friday 2345 hours to Saturday 2345 hours and from Saturday 2345 hours to Sunday 2345 hours respectively for employees subject to clause 15.02(a),
 - (ii) Saturday and Sunday respectively for employees subject to clause 15.02(b),

and
 - (iii) from Saturday 0015 hours to Sunday 0015 hours and from Sunday 0015 hours to Monday 0015 hours respectively for employees subject to clause 15.02(c).

15.02 The hours of work shall be scheduled as follows:

- (a) the first (night) shift shall be from 2345 hours to 0815 hours with an unpaid meal period from 0345 hours to 0415 hours;
- (b) the second (day) shift shall be from 0745 hours to 1615 hours with an unpaid meal period from 1200 hours to 1230 hours;
- (c) the third (evening) shift shall be from 1545 hours to 0015 hours with an unpaid meal period from 1945 hours to 2015 hours.

15.03 Notwithstanding the provisions of clause 15.02, the Council recognizes the requirement for certain employees to regularly report for work and to cease work at different hours than those established in clause 15.02, and the Employer agrees to discuss with the Council such changes in working hours before implementing them.

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

15.05 An employee may be transferred from one shift to another within a workday subject to the application of clause 15.10.

15.06 Notwithstanding the provisions of clause 15.02:

- (a) An employee who works on the first (night) or third (evening) shift:
 - (i) on three (3) or more consecutive workdays within a workweek,

or

- (ii) on the first or on the first and second workdays in a workweek following a full workweek on the first (night) or third (evening) shift,

or

- (iii) on the last or on the last and next to last workdays in a workweek preceding a full workweek on the first (night) or third (evening) shift,

shall receive a shift premium as specified in clause 24.01.

For the purpose of clause 15.06(a), an employee on leave during the days referred to in clause 15.06(a) shall not be considered as breaking the consecutive workday or full workweek requirement of that clause.

For the purpose of clause 15.06(a)(i), a paid holiday shall not be considered as breaking the consecutive workday requirement providing three (3) days of shift work are scheduled.

Where shift work is scheduled for a full workweek which includes a designated paid holiday, the holiday shall not affect the requirements of a full workweek referred to in clause 15.06(a)(ii) and (iii).

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

Shift while on Course

- (c) Notwithstanding clause 15.05 and 15.06(a) and (b), the parties recognize the need to amend shift schedules by mutual consent to accommodate training courses.

15.07 The Employer will schedule shift work only when necessary. On the occasion of shift on a project, the Employer will give to the employees and Council, as much notice as practicable prior to the commencement of shift work.

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

15.09 Overtime

The Employer will make every reasonable effort:

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

15.10 Overtime Compensation

Subject to clause 15.14, overtime shall be compensated at the following rates:

- (a) double (2) time for all hours worked in excess of eight (8) hours in a continuous period of work or in excess of eight (8) hours in a day to a maximum of sixteen (16) hours in a continuous period of work; and for all hours worked on a day of rest to a maximum of sixteen (16) hours;
- (b) triple (3) time for each hour worked in excess of sixteen (16) hours in a continuous period of work or in excess of sixteen (16) hours in any twenty-four (24)-hour period, and for all hours worked by an employee who is recalled to work before the expiration of the nine (9)-hour period referred to in clause 15.11.

15.11 Subject to clause 15.12, an employee who works for a period of fifteen (15) hours or more in a twenty-four (24) hour period shall not report on his/her next regular scheduled shift until nine (9) hours has elapsed from the end of the previous working period unless otherwise informed by the supervisor. If, in the application of this clause, an employee works less than his/her next full shift, the employee shall, nevertheless, receive eight (8) hours' regular pay.

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

15.13 When an employee is required to report for prescheduled overtime and reports to work on a designated paid holiday which is not the employee's scheduled day of work, or on the employee's day of rest, the employee shall be paid the greater of:

- (a) compensation at the applicable overtime rate for all hours worked,

or
- (b) compensation equivalent to four (4) hours' pay at the employee's hourly rate of pay, except that the minimum of four (4) hours' pay shall apply the first time only an employee is required to report for prescheduled overtime during a period of eight (8) hours, starting with the employee's first reporting.

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

15.15 When management requires an employee to work through his/her regular meal period, the employee shall be paid at the applicable overtime rate for the period worked therein, and the employee shall be given time off with pay to eat commencing within one-half (1/2)-hour immediately prior to the regular meal period or commencing within one-half (1/2)-hour of the termination of the regular meal period.

15.16

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- (a) Notwithstanding the provisions of clauses 15.10 and 17.03, an employee may request, in lieu of overtime payment, compensatory leave with pay for a maximum credit equivalent to eighty (80) hours straight-time pay in a fiscal year. Approval of the Employer shall not be unreasonably withheld.

- (b) The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment in the employee's substantive position on the day immediately prior to the day on which leave is taken.
- (c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- (d) Accumulated compensatory leave not used by March 31st of each year shall normally be paid in cash. Such leave may by mutual agreement be carried over to the following leave year.

15.17 Rest Periods

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

15.18 Overtime Meal Allowance

- (a) A meal allowance of ten dollars and fifty cents (\$10.50) will be paid:
 - (i) to an employee who is required to work overtime and provided the employee works for three (3) hours, commencing not more than one (1) hour following the employee's normal quitting time;
 - (ii) to an employee who is required to work at least three (3) hours immediately preceding the employee's normal starting time;
 - (iii) after an employee has worked an initial period of three (3) hours overtime, for each subsequent four (4)-hour period of overtime worked;

and

 - (iv) to an employee who has been recalled to work as provided in clause 18.01 for each four (4)-hour period of overtime worked;
- (b) Except as provided in clause 15.18(a)(iv), an employee who works overtime on days of rest or holidays is not entitled to a meal allowance for the first eight (8) hours worked. A meal allowance of ten dollars and fifty cents (\$10.50) will be paid for each subsequent four (4)-hour period of overtime worked.

- (c) The provisions of clauses 15.18(a) and (b) will not apply to employees assigned to sea trials where meals are provided without charge to the employees during periods described in clauses 15.18(a) and (b).

15.19 Unless otherwise informed by the Employer, any employee required to work overtime shall take an unpaid meal break of not less than forty-five (45) minutes immediately following the end of his/her normal shift.

ARTICLE 16 WASH-UP TIME

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

ARTICLE 17 TRAVELLING

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

17.02

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

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

- (a) on any day on which the employee travels but does not work, at the applicable straight-time or overtime rate for the hours travelled, but the total amount shall not exceed fifteen (15) hours' straight time;
- (b) on a normal workday in which the employee travels and works:
 - (i) during the employee's regular scheduled hours of work at the straight-time rate not exceeding eight (8) hours' pay,
 - (ii) at the applicable overtime rate for all time worked outside the employee's regular scheduled hours of work,
 - (iii) at the applicable overtime rate for all travel outside the employee's regular scheduled hours of work to a maximum of fifteen (15) hours' pay at straight time in any twenty-four (24)-hour period;
- (c) on a rest day on which the employee travels and works, at the applicable overtime rate:
 - (i) for travel time, in an amount not exceeding fifteen (15) hours' straight-time pay,
 - and
 - (ii) for all time worked;
- (d) notwithstanding the limitations stated in Article 17.03(a), (b) and (c), where an employee travels on duty, but does not work, for more than four (4) hours between 2200 hours and 0600 hours, and no sleeping accommodation is provided, the employee shall be compensated at the applicable overtime rate for a maximum of fifteen (15) hours' straight-time pay.

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

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

17.06

- (a) An employee assigned to a military establishment when in travel status will not be required to make use of the establishment for accommodation and messing except where it is evident that to stay elsewhere would be inconsistent with good order and common sense (for example, certain training courses, no suitable commercial accommodation is convenient and available, etc.).
- (b) Subject to clause 17.06(a), when an employee is required to utilize service accommodation, such accommodation shall be the equivalent where available, of good commercial accommodation.

17.07 Travel Status Leave

- (a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for forty (40) nights during a fiscal year shall be granted eight (8) hours of time off with pay. The employee shall be credited with eight (8) additional hours of time off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) nights.
- (b) The maximum number of hours off earned under this clause shall not exceed forty (40) hours in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) This leave with pay is deemed to be compensatory leave and is subject to paragraphs 15.15(c) and (d).

The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars unless the employee is required to attend by the Employer.

ARTICLE 18
CALL-BACK PAY

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

- (a) on a designated paid holiday which is not an employee scheduled day of work,

or
- (b) on an employee's day of rest,

or
- (c) after the employee has completed his/her work for the day, and returns to work the employee shall be paid the greater of:
 - (i) compensation at the applicable overtime rate for time worked,

or
 - (ii) compensation equivalent to four (4) hours' pay at the straight-time rate,

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

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

18.03 Compensation under this Article is not to be construed as different from or additional to overtime pay, but shall be construed as establishing minimum compensation to be paid.

****ARTICLE 19**
GRIEVANCE PROCEDURE

19.01 In cases of alleged misinterpretation or misapplication arising out of Agreements concluded by the National Joint Council of the Public Service on items which may be included in a collective agreement and which the parties to this Agreement have endorsed, the grievance procedure will be in accordance with Section 15 of the NJC by-laws.

Individual Grievances

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

- (a) by the interpretation or application, in respect of the employee, of:
 - (i) a provision of a statute or regulation, or of a direction or other instrument made or issued by the Employer, that deals with terms and conditions of employment;
 - or
 - (ii) a provision of the collective agreement or an arbitral award;
 - or
- (b) as a result of any occurrence or matter affecting his or her terms and conditions of employment.

Group Grievances

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

- (a) In order to present a group grievance, the Council must first obtain the written consent of each of the employees concerned.

- (b) A group grievance shall not be deemed to be invalid by reason only of the fact that the consent is not in accordance with Form 19.
- (c) A group grievance must relate to employees in a single portion of the Federal Public Administration.

Policy Grievances

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

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

Grievance Procedure

19.05 For the purposes of this Article, a grievor is an employee or, in the case of a group or policy grievance, the Council.

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

19.07 The parties recognize the value of informal discussion between employees and their supervisors and between the Council and the Employer to the end that problems might be resolved without recourse to a formal grievance. When notice is given that an employee or the Council, within the time limits prescribed in clause 19.15, wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

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

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

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

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

19.10 Subject to and as provided for in the *Public Service Labour Relations Act*, a grievor who feels treated unjustly or aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 19.08, except that:

- (a) where there is another administrative procedure provided by or under any Act of Parliament to deal with the grievor's specific complaint such procedure must be followed,

and
- (b) where the grievance relates to the interpretation or application of this collective agreement or an Arbitral Award, an employee is not entitled to present the grievance unless he has the approval of and is represented by the Council.

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

- (a) Level 1 - first level of management;
- (b) Levels 2 and 3 in departments or agencies where such a levels are established - intermediate level(s);
- (c) Final Level - Chief Executive or deputy head or an authorized representative.

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

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

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

19.13 This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Council.

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

19.15 A grievor may present a grievance to the first level of the procedure in the manner prescribed in clause 19.08, not later than the twenty-fifth (25th) day after the date on which the grievor is notified or on which the grievor first becomes aware of the action or circumstances giving rise to the grievance. The Employer may present a policy grievance in the manner prescribed in clause 19.04 not later than the twenty-fifth (25th) day after the date on which the Employer is notified orally or in writing or on which the Employer first becomes aware of the action or circumstances giving rise to the policy grievance.

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

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

or

- (b) where the Employer has not conveyed a decision to the grievor within the time prescribed in clause 19.17, within fifteen (15) days after presentation by the grievor of the grievance at the previous level.

19.17 The Employer shall normally reply to a grievance at any level of the grievance procedure, except the final level, within twenty (20) days after the grievance is presented, and within thirty (30) days where the grievance is presented at the final level except in the case of a policy grievance, to which the Employer shall normally respond within sixty (60) days. The Council shall normally reply to a policy grievance presented by the Employer within sixty (60) days.

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

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

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

19.21 Where the provisions of clause 19.08 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency concerned. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present the grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

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

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

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

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

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

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

- (a) the interpretation or application of a provision of this collective agreement or related Arbitral Award,

or

- (b) termination of employment or demotion pursuant to paragraph 12(1)(c), (d) or (e) of the *Financial Administration Act*,

or

- (c) disciplinary action resulting in suspension or financial penalty,

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

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

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

and

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

ARTICLE 20
SAFETY AND HEALTH

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

ARTICLE 21
TECHNOLOGICAL CHANGE

21.01 Both parties recognize the overall advantages of technological change, as well as the effects that its introduction sometimes has on specific individuals when such change results in loss of jobs. Therefore, both parties shall encourage and promote improvements in production and moreover, will cooperate to find ways of reducing, and if possible, eliminating the loss of employment which may be the direct result of any major improvements.

21.02 Recognizing the nature of the Fleet Maintenance Facility Cape Scott's operations, the Employer will provide one hundred and twenty (120) days' advance notice, whenever possible, of the introduction or implementation of technological change when it may result in significant change in the employment status or working conditions of employees.

21.03 The Employer agrees to consult with the Council with a view to resolving problems which may arise as a result of the introduction of such technological change.

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

ARTICLE 22
AGREEMENT RE-OPENER

22.01 This Agreement may be amended by mutual consent.

ARTICLE 23
ALLOWANCES

23.01 Dirty Work

- (a) The Employer agrees to continue the present practice of paying a dirty work allowance to an employee for work requiring exposure to particularly dirty or obnoxious conditions.
- (b) An employee, who while working is exposed to such conditions, shall be paid a dirty work allowance equal to twenty-five per cent (25%) of the employee's basic hourly rate of pay on a prorata basis for actual time exposed to these conditions.

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- (c) Shall include situations agreed to by the parties as being particularly dirty or obnoxious, or which an adjudicator determines as being particularly dirty or obnoxious.

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- (d) Consultation between management and the Council will take place with a view to immediate resolution of disagreements on dirty work.
- (e) Recognizing that changes in methods will introduce new situations which may qualify for compensation as outlined above, and delete old situations, local management will consult with the Council with a view to reviewing jobs for which compensation will be paid.

- (f) The utilization of either clause 23.01(d) or (e) will not serve to deny an employee the right to present a grievance arising out of the application of clause 23.01(a).

23.02 Height Pay

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

- (a) on land-based radio antenna towers of five hundred (500) feet or more where they may be required to work up to the full height of the tower;
- (b) while suspended from a crane in a bucket or boatswain's chair;
- (c) while suspended in a boatswain's chair above 02 deck in Iroquois and Halifax Class uptakes;
- (d) more than thirty (30) feet above the base of ship's masts where no scaffolding is arranged, except for riggers, rigger helpers and rigger apprentices;
- (e) for repair work on jetty cranes which is at height greater than thirty (30) feet above the crane base and no scaffolding exists, except for riggers, rigger helpers and rigger apprentices;
- (f) for installation work on the side of buildings, ships or structures thirty (30) feet above the ground in CFB Halifax or other establishments where the method of support is by moveable platform (excluding manlifts) or boatswain's chair or mast box;
- (g) for erecting or removing staging on the outboard side of the fixed structure supporting the SLA 15 Antenna Group, STIR and CIWS, on Iroquois and Halifax Class ships;
- (h) on repair work on CPF CWIS, CPF AFT STIR, Port and STBD STIR on Iroquois class ships, and aft CWIS upper platform on AOR class ships, in instances where staging is not provided and the method of support is by safety harness;

and

- (i) While tying off grey and black water support lines when a ship is on the synchrolift in situations where there is no guard rail or the guard rail has been dismantled during progression of this work.

New technology in similar circumstances will be open for discussion.

23.03 Submarine Trials

- (a) When an employee is required to be in a submarine during trials under the following conditions:

- (i) the employee is in a submarine when it is in a closed down condition either alongside a jetty or within a harbour, on the surface or submerged, i.e., when the pressure hull is sealed and undergoing trials such as vacuum tests, high pressure tests, snort trials, battery ventilation trials or other recognized formal trials, or the submarine is rigged for diving;

or

- (ii) the employee is in a submarine when it is beyond the harbour limits on the surface or submerged;

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

- (b) In addition, an employee shall receive a submarine trials allowance equal to twenty-five per cent (25%) of the employee's basic hourly rate for each completed one-half (1/2) hour the employee is required to be in a submarine during trials as per the conditions prescribed in sub-clause 23.03(a).

23.04 Sea Duties Aboard Surface Vessels

When an employee is required to go to sea (i.e. beyond the harbour limits) in a vessel for the purpose of conducting trials, repairing defects, dumping ammunition, etc., the employee shall be compensated, from the time he/she reports aboard until one (1) hour after reaching the harbour limits on the final return, as follows:

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

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

23.05 Transfer at Sea Allowance

When an employee is required to transfer to a ship, submarine or barge (not berthed) from a helicopter, ship's boat, yardcraft or auxiliary vessel, the employee shall be paid a transfer allowance of ten dollars (\$10.00) except when transferring between vessels and/or work platforms which are in a secured state to each other for the purpose of performing a specific task such as deperming. If the employee leaves the ship, submarine or barge by a similar transfer, the employee shall be paid an additional ten dollars (\$10.00).

23.06 Part-time Instructor Allowance

When an employee other than a Leadhand, is required to act as a facilitator, team leader or to instruct a course on a part-time basis, the employee shall be paid, in addition to the applicable rate of pay, the Leadhand rate for the actual time the employee is performing the duties.

ARTICLE 24

SHIFT PREMIUM

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

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

ARTICLE 25**PAY**

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

25.02

- (a) The rates of pay set forth in Appendix "A" shall become effective on the date specified therein.
- (b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of the collective agreement, the following shall apply:
 - (i) "retroactive period", for the purpose of sub-clause 25.02(b)(ii) to (v), means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the collective agreement is signed or when an arbitral award is rendered therefore;
 - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death the estates of former employees, who were employees in the bargaining unit during the retroactive period;
 - (iii) rates of pay shall be paid in an amount equal to what would have been paid had the collective agreement been signed or an arbitral award rendered therefore on the effective date of the revision in rates of pay;
 - (iv) in order for former employees, or in the case of death for the former employees' representatives, to receive payment in accordance with sub-clause 25.02(b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment after which time any obligation upon the Employer to provide payment ceases;

- (v) no payment nor notification shall be made pursuant to sub-clause 25.02(b) for one (1) dollar or less.

25.03

- (a) An employee is entitled to be paid for services rendered at the rate of pay specified in Appendix “A” for the classification of the position to which he or she is appointed.

- (b) **Acting Pay**

An employee, when required by the Employer to perform substantially the duties of a higher position on an acting basis shall:

- (i) be required to act in the higher position for a period of no less than one (1) day.
- (ii) be paid acting pay from the date on which the employee commenced to act for the full period in which the employee acts as if the employee had been appointed to that higher classification level.

25.04 Delayed Progression to Next Pay Period(s) for Apprentices

When an apprentice has not worked the required nine hundred (900) hours in a six (6)-month period, the make-up time will be deducted from hours worked in the next six (6)-month period and progression to the next pay period will be paid the day after the day the nine hundred (900) hours have been worked. Thus, in that succeeding six (6)-month period, depending on the total hours to be made up, an apprentice may receive both progression to the next pay period related to make-up time and progression to the next period based on an additional nine hundred (900) hours worked.

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

The provision of this clause shall not apply to an employee on “lay-off” as defined in clause 2.01(m).

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

25.07 Payments made as a result of clause 25.05 shall not change the holding rates of pay or the holding scale of rates to which an employee is entitled.

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

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

ARTICLE 26

LOSS OF PERSONAL EFFECTS

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

26.02 Where an employee is assigned to duty aboard a ship and suffers loss of clothing or personal effects (those which can reasonably be expected to accompany the employee aboard the ship) because of a marine accident or disaster, the employee shall be reimbursed the value of those articles up to a maximum of three thousand dollars (\$3,000) based on replacement cost less the usual rate of depreciation.

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

ARTICLE 27

TOOLS

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

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

ARTICLE 28 ILLEGAL STRIKES

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

ARTICLE 29 NOTICE TO AMEND OR RENEW THE COLLECTIVE AGREEMENT

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

ARTICLE 30 JOINT CONSULTATION

30.01 The Employer and the Council recognize that consultation and communication on matters of mutual interest outside the terms of the Collective Agreement should promote constructive and harmonious Employer-Council relations.

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

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

- (a) accident prevention;
- (b) productivity;
- (c) leave administration;
- (d) training;
- and
- (e) contracting out.

ARTICLE 31

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

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

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

ARTICLE 32

STATEMENT OF DUTIES

32.01 Upon written request, an employee shall be given an official statement of the duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor, and an organization chart depicting the position's place in the organization.

ARTICLE 33
NATIONAL JOINT COUNCIL AGREEMENTS

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

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

33.03 The relevant directives, policies or regulations as amended from time to time by National Joint Council recommendation, and which have been approved by the Treasury Board of Canada, form part of this Collective Agreement.

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

ARTICLE 34
DURATION AND RENEWAL

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

**

34.02 This Collective Agreement shall expire on December 31, 2011.

ARTICLE 35
SEXUAL HARASSMENT

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

35.02

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

35.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with sexual harassment. The selection of the mediator will be by mutual agreement.

ARTICLE 36
NO DISCRIMINATION

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

36.02

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

36.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.

ARTICLE 37
EDUCATION LEAVE WITHOUT PAY
CAREER DEVELOPMENT LEAVE WITH PAY AND
EXAMINATION LEAVE WITH PAY

Education Leave Without Pay

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

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

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

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

If the employee:

- (a) fails to complete the course;

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

or

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

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

Career Development Leave With Pay

37.05

- (a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
 - (i) a course given by the Employer;
 - (ii) a course offered by a recognized academic institution;
 - (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.
- (b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 37.05(a) above. The employee shall receive no compensation under Article 15, Hours of Work and Overtime, and Article 17, Travelling, of this collective agreement during time spent on career development leave provided for in this clause.
- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

Examination Leave With Pay

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

ARTICLE 38

DISCIPLINE

**

38.01 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Council attend the meeting. Where practicable, the employee shall receive a minimum of two (2) days notice of such meeting.

SIGNED AT OTTAWA, this 25th day of the month of February 2011.

THE TREASURY BOARD
OF
CANADA

THE FEDERAL GOVERNMENT
DOCKYARD TRADES AND
LABOUR COUNCIL (EAST)

ORIGINAL SIGNED BY

Hélène Laurendeau

ORIGINAL SIGNED BY

Lorne Brown

ORIGINAL SIGNED BY

Kevin Marchand

ORIGINAL SIGNED BY

Jerome Ryan

ORIGINAL SIGNED BY

Capt.(N) J.R.P. Gravel

ORIGINAL SIGNED BY

Mike Burke

ORIGINAL SIGNED BY

Roger Barakett

ORIGINAL SIGNED BY

Robert Fish

ORIGINAL SIGNED BY

Jean-François Beaulieu

ORIGINAL SIGNED BY

Roger Foster

ORIGINAL SIGNED BY

Jennifer Cruickshank

ORIGINAL SIGNED BY

Paul Gaudet

ORIGINAL SIGNED BY

Robin MacKay

ORIGINAL SIGNED BY

Brian Lambe

ORIGINAL SIGNED BY

Ian Mitchell

ORIGINAL SIGNED BY

Kyle Muise

ORIGINAL SIGNED BY

Mélanie Sicotte

ORIGINAL SIGNED BY

Gregory Paul

THE TREASURY BOARD
OF
CANADA

THE FEDERAL GOVERNMENT
DOCKYARD TRADES AND
LABOUR COUNCIL (EAST)

ORIGINAL SIGNED BY

Andrew Schnare

ORIGINAL SIGNED BY

Garry Theriault

Chris Johnson

ORIGINAL SIGNED BY

John Hutchison

****APPENDIX "A"**

**SR - SHIP REPAIR (EAST) GROUP
HOURLY RATES OF PAY
(All Employees Located on the East Coast)**

I. BASIC HOURLY RATES OF PAY**A) Effective January 1, 2010****B) Effective January 1, 2011**

Pay Group	Sub-Group and Level	Descriptive Titles					
1			From: \$	20.75	21.59	22.46	
			To: A	21.06	21.91	22.80	
			B	21.38	22.24	23.14	
2	ELE-2	Trades Helper	From: \$	21.76	22.66	23.57	
			To: A	22.09	23.00	23.92	
			B	22.42	23.35	24.28	
3	MDO-4	Forklift Operator	From: \$	23.05	23.96	24.92	
			To: A	23.40	24.32	25.29	
			B	23.75	24.68	25.67	
4	MDO-5	Stationary Engineer Hoisting Plant Operator (OEBI) and Forklift	From: \$	25.63	26.62	27.70	
			To: A	26.01	27.02	28.12	
			B	26.40	27.43	28.54	
5	PRW-4	Sail and Canvas Worker	From: \$	26.35	27.41	28.49	
	MAN-6	Marine Insulator	To: A	26.75	27.82	28.92	
	SPS-6	Chemical Treatment Technician	B	27.15	28.24	29.35	
	SPS-6	Marine Treatment Finishing Specialist					
	SPS-7	Metal Finisher Technician					

Pay Group	Sub-Group and Level	Descriptive Titles						
6	PRW-6	Marine Survival Technician	From:	\$	27.11	28.19	29.31	
			To:	A	27.52	28.61	29.75	
	MAN-7	Combination Welder		B	27.93	29.04	30.20	
			MDO-6	Stationary Engineer - Hoisting Plant Operator				
	PIP-8	Marine Pipefitter Coppersmith						
	PRW-8	Rigging						
	SMW-8	Sheet Metal Technician						
	WOW-8	Shipwright						
	BOB-9	Boiler & Plate Tech.						
	MAC-9	Machinist						
	MAM-9	Maintenance Mechanic (Refrig)						
7	EEW-10	Marine/Industrial Electrical Tech.	From:	\$	27.39	28.47	29.63	
			To:	A	27.80	28.90	30.07	
	EEW-10	Electronics Repairman		B	28.22	29.33	30.52	
	EME-10	Marine Mechanic Tech.						
MAM-10	Maintenance Mechanic							
8	MAN-8	Combination Welder (HP) (1)	From:	\$	27.77	28.89	30.03	
			To:	A	28.19	29.32	30.48	
				B	28.61	29.76	30.94	
9			From:	\$	28.14	29.25	30.45	
			To:	A	28.56	29.69	30.91	
				B	28.99	30.14	31.37	
10			From:	\$	28.64	29.79	31.00	
			To:	A	29.07	30.24	31.47	
				B	29.51	30.69	31.94	
11	EEW-11	Electrical Systems Tech.	From:	\$	29.09	30.25	31.49	
	MAC-11	Precision Tool & Die Maker	To:	A	29.53	30.70	31.96	
				B	29.97	31.16	32.44	
	QCW-11	Dimensional Inspection						
QCW-11	Quality Control							
12	PLE-10	Planner & Scheduler	From:	\$	29.41	30.58	31.80	
	INM-11	Mech. Inst. Systems Tech.	To:	A	29.85	31.04	32.28	
	EEW-11	Electronic Systems Tech. (2)		B	30.30	31.51	32.76	

**Apprentices
Period (3)**

		3	4	5	6	7	8
From:	\$	18.99	20.35	21.70	23.05	24.40	25.77
To:	A	19.27	20.66	22.03	23.40	24.77	26.16
	B	19.56	20.97	22.36	23.75	25.14	26.55

II. SUPERVISORY HOURLY RATES OF PAY

The following hourly rates of pay for supervision will be paid in addition to the basic hourly rates of pay specified in (I) above:

Leadhand	From:	\$	1.37
	To:	A	1.39
		B	1.41

III. SALARY PROTECTED EMPLOYEES

-	Trades Training Supervisor	From:	\$	27.39
WOW-8	Shipwright	To:	A	27.80
			B	28.22
PLE-9	Planner Estimator	From:	\$	28.14
		To:	A	28.56
			B	28.99
PIP-8	Marine Pipefitter Coppersmith	From:	\$	29.09
EME-10	Marine Mechanic Technician	To:	A	29.53
EEW-10	Electrical Systems Technician		B	29.97

PAY NOTES

- (1) This rate will be paid to the Welder (High Pressure) upon satisfactory completion of a High-Pressure Welding test, and while remaining qualified.
- (2) This rate will be paid to an EEW-10 (Electronic Repairman) upon satisfactory completion of an Electronic Systems trade test.
- (3) Subject to clause 25.04, all periods are for six (6) months with a minimum of nine hundred (900) hours worked.
- (4) The pay increment date for an employee appointed to a position in the bargaining unit on promotion, demotion or appointment from outside the Public Service, shall be every twelve (12) month period, on the anniversary date of such appointment or the date on which the employee received his or her last pay increment.

**

SELF DIRECTED TEAM DIFFERENTIAL (A-1)**BASE HOURLY RATE A-1 - HOURLY RATE**

1.39	1.55
1.41	1.57
19.27	21.47
19.56	21.79
20.66	23.02
20.97	23.36
21.06	23.46
21.38	23.82
21.91	24.41
22.03	24.54
22.09	24.61
22.24	24.78
22.36	24.91
22.42	24.98
22.80	25.40
23.00	25.62
23.14	25.78
23.35	26.01
23.40	26.07
23.75	26.46
23.92	26.65
24.28	27.05
24.32	27.09
24.68	27.49
24.77	27.59
25.14	28.01
25.29	28.17
25.67	28.60
26.01	28.98
26.16	29.14
26.40	29.41
26.55	29.58
26.75	29.80
27.02	30.10
27.15	30.25
27.43	30.56

BASE HOURLY RATE A-1 - HOURLY RATE

27.52	30.66
27.80	30.97
27.82	30.99
27.93	31.11
28.12	31.33
28.19	31.40
28.22	31.44
28.24	31.46
28.54	31.79
28.56	31.82
28.61	31.87
28.90	32.19
28.92	32.22
28.99	32.29
29.04	32.35
29.07	32.38
29.32	32.66
29.33	32.67
29.35	32.70
29.51	32.87
29.53	32.90
29.69	33.07
29.75	33.14
29.76	33.15
29.85	33.25
29.97	33.39
30.07	33.50
30.14	33.58
30.20	33.64
30.24	33.69
30.30	33.75
30.48	33.95
30.52	34.00
30.69	34.19
30.70	34.20
30.91	34.43
30.94	34.47
31.04	34.58

BASE HOURLY RATE A-1 - HOURLY RATE

31.16	34.71
31.37	34.95
31.47	35.06
31.51	35.10
31.94	35.58
31.96	35.60
32.28	35.96
32.44	36.14
32.76	36.49

SELF-DIRECTED TEAM DIFFERENTIAL (A-1)

The A-1 rate is applicable to trained and participating members of a functioning Self-Directed Team (SDT).

LETTER OF UNDERSTANDING (08-1)

Mr. Lorne Brown
National President
Federal Government Dockyard Trades
& Labour Council (East)
Building D-125
Fleet Maintenance Facility Cape Scott
P.O. Box 99000 Stn Forces
Halifax, Nova Scotia
B3K 5X5

Dear Mr. Brown:

SUBJECT: Vehicle/Liability

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

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

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

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

This Letter of Understanding will expire on December 31, 2011.