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du Canada

Group: Electronics
Expiry Date: August 31, 2007

Agreement between the Treasury Board and Local 2228 of The International Brotherhood of Electrical Workers

Group: Electronics
(All employees)

CODE: 404
Expiry Date: August 31, 2007

Groupe : Électronique
Date d'expiration : le 31 août 2007

Canada

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**Asterisks denote changes from the previous Collective Agreement.

ARTICLE 1

PURPOSE OF AGREEMENT

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

1.02 The parties to this Agreement share a desire to improve the quality and to increase the efficiency of the electronics field in the Public Service of Canada, to promote the well-being of its employees and to provide safe and efficient services to the public.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) **“allowance”** means compensation payable for the performance of special or additional duties;
- (b) **“bargaining unit”** means the employees of the Employer in the Electronics Group, as described in the certificate issued by the Public Service Labour Relations Board on the 7th day of March 1969, amended on the 11th day of May 1999;

**

- (c) **“common law partner”** means a person living in a conjugal relationship with an employee for a continuous period of at least one year (conjoint de fait);
- (d) **“continuous employment”** has the same meaning as specified in the *Public Service Terms and Conditions of Employment Regulations*;
- (e) **“daily rate of pay”** means an employee’s weekly rate of pay divided by five (5);
- (f) **“day of rest”** in relation to an employee means a day other than a designated holiday on which that employee is not ordinarily required to

perform the duties of his/her position other than by reason of his/her being on leave of absence;

- (g) **“designated holiday”** means:
- (i) in the case of a shift that does not commence and end on the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced on a day designated as a holiday in this Agreement,
 - (ii) in any other case the twenty-four (24) hour period commencing at 00:00 hours of a day designated as a holiday in this Agreement;
- (h) **“employee”** means an employee as described in the *Public Service Labour Relations Act*, and who is a member of the bargaining unit;
- (i) **“Employer”**, except as specifically provided in Article 22, means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board;
- (j) **“lay-off”** means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function;
- (k) **“leave of absence”** means permission to be absent from duty;
- (l) **“leave with pay”** means an authorized absence from work during which an employee continues to receive his/her straight-time hourly rate of pay and such other benefits which he/she receives solely because he/she is in receipt of pay;
- (m) **“Local”** means Local 2228 of the International Brotherhood of Electrical Workers;
- (n) **“membership dues”** means the dues established pursuant to the By-laws of the Local as the dues payable by its members as a consequence of their membership in the Local, and shall not include any initiation fee, insurance premium, or special levy;

- (o) **“non-operating employee”** means an employee whose hours of work are not normally scheduled on a rotating shift basis and whose regular duties, at his/her normal work place, do not include the actual in situ maintenance of electronic equipment that must be continually available beyond the hours of 0600 to 1800 local time;
- (p) **“operating employee”** means an employee whose hours of work are normally scheduled on a rotating shift basis and/or whose regular duties at his/her normal work place, include the actual in situ maintenance of electronic equipment that must be continually available beyond the hours of 06:00 to 18:00 local time;

If any dispute or difficulty arises in the application of the definitions (o) and (p), the matter shall be referred to the parties who will convene an appropriate forum to attempt to resolve or dispose of such dispute or difficulty.

In the event the parties are unable to resolve or dispose of the matter any grievance subsequently presented shall begin at the Final level of the grievance procedure in accordance with 39.09.

- (q) **“passenger”** means an employee on but not assigned to duties aboard the means of transport;
- (r) **“premium”** means an amount of money paid under a specific provision of this Agreement, or time off in lieu of such payment, other than any payment made in respect of overtime, and which is payable in addition to and not as part of the compensation paid an employee for the performance of the regular duties of his/her position;
- (s) **“remuneration”** means pay and allowances;
- (t) **“shift cycle”** means a period of time in which a certain number and types of shifts and days of rest are arranged in sequence and scheduled. At the end of such period of time the process repeats;

**

- (u) **“spouse”** means the person married to the employee. “Spouse” will, when required, be interpreted to include “common law partner” except, for the purposes of the Foreign Service Directives, the definition of “spouse” will remain as specified in Directive 2 of the Foreign Service Directives (époux);

- (v) **“straight-time hourly rate”** means an employee’s weekly rate of pay divided by thirty-seven decimal five (37.5);
- (w) **“weekly rate of pay”** means an employee’s annual rate of pay divided by 52.176.

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

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

2.03 Throughout this agreement, words importing the masculine gender include the feminine gender.

ARTICLE 3 APPLICATION

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

ARTICLE 4 OFFICIAL TEXTS

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

ARTICLE 5 STATE SECURITY

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

interest of the safety or security of Canada or any state allied or associated with Canada.

ARTICLE 6
FUTURE LEGISLATION AND
THE COLLECTIVE AGREEMENT

6.01 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.

ARTICLE 7
MANAGERIAL RIGHTS

7.01 The Local recognizes and acknowledges that the Employer has and shall retain the exclusive right and responsibility to manage its operation in all respects including, but not limited to, the following:

- (a) to plan, direct and control operations; to determine methods, processes, equipment and other operating matters; to determine the location of facilities and the extent to which these facilities or parts thereof shall operate;
- (b) to direct the working forces including the right to decide on the number of employees, to organize and assign work, to schedule shifts and maintain order and efficiency, to discipline employees including suspension and discharge for just cause;

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.

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

ARTICLE 8
RECOGNITION

8.01 The Employer recognizes the Local Union 2228 International Brotherhood of Electrical Workers as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Labour Relations Board on the 7th day of March 1969, amended on the 11th day of May 1999.

8.02 The Local shall notify the Employer promptly and in writing of the names of its representatives, the respective dates of their appointment and the names, if any, of those representatives who are being replaced or discontinued.

8.03 The Employer recognizes and acknowledges that the employee has and shall retain the exclusive right to conduct his/her personal affairs outside the hours during which he/she is discharging his/her duties to the Employer.

Each employee recognizes that such affairs shall not be conducted in a manner inconsistent with the express provisions of this Agreement nor in such a manner as would detrimentally affect the Employer or the Public Service of Canada.

The above is subject to Section 32 of the *Public Service Employment Act*.

ARTICLE 9
CONFLICT WITH REGULATIONS

**

9.01 Where there is a conflict between this Collective 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 10
APPOINTMENT OF STEWARDS

10.01 The Employer acknowledges the right of the Local to appoint a reasonable number of Stewards, having regard to the plan of organization, the dispersment of employees at the work place, and the administrative structure implied in the grievance procedure.

10.02 A Steward, or authorized representative, shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate complaints or grievances and to meet with local management for the purpose of dealing with these matters and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the Steward or authorized representative shall report back to his/her supervisor before resuming his/her normal duties.

10.03 The Local recognizes that employees who are representatives of the Local have regular duties to perform in connection with their work for the Employer.

ARTICLE 11 ACCESS TO PREMISES

11.01 The Employer agrees that accredited union representatives may be granted access to the Employer's premises upon request and following the consent of the Employer. Such request shall be made in writing to the local officer-in-charge where time permits and orally in other cases.

11.02 Such consent shall not be unreasonably withheld.

ARTICLE 12 CHECK-OFF

12.01 The Employer will as a condition of employment deduct an amount equal to the membership dues from the monthly pay of all employees in the bargaining unit.

12.02

- (a) The Local shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 12.01.
- (b) Any adjustment to an individual's dues deduction, other than as provided in 12.07, or a general dues adjustment, shall be made annually within sixty (60) days after the receipt by the Union of the "all employee list" as provided in clause 13.01.

12.03 For the purpose of applying clause 12.01, deductions from pay for each employee in respect of each month will start with the first full month of employment to the extent that earnings are available.

12.04 An employee who satisfies the Employer to the extent that he/she declares in an affidavit that he/she is a member of a religious organization registered pursuant to the *Income Tax Act*, whose doctrine prevents him/her as a matter of conscience from making financial contributions to an employee organization and that he/she will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved.

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

12.06 The amounts deducted in accordance with clause 12.01 shall be remitted to the Financial Secretary of the Union by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his/her behalf.

12.07 The Employer agrees to continue the past practice of making deductions for group life insurance on the basis of the production of appropriate documentation. The Employer will not be liable for informing employees when their Group Life coverage is affected because of lack of sufficient earnings to cover deductions or because of transfers between Bargaining Units.

Should there evolve a requirement for deductions other than above, the parties agree to discuss the matter and where the need is mutually recognized endeavour to implement the necessary change.

12.08 The Local 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 13

INFORMATION

13.01 The Employer will provide the Union with an updated “all employee list” twice a year to reflect January and July condition as soon as practicable after January and July. The list will contain the name, level and, to the extent possible, the location of each employee in the Electronics Group. The Employer will also provide the Union on a semi-annual basis in April and October, a list of new employees and their level assigned to the Electronics Group and a list of employees who have left the Group.

13.02 The Employer agrees to make available to each employee a copy of the Collective Agreement and Letters of Intent for his/her retention.

13.03 An employee, upon written request, shall be entitled to a copy of his/her job description, the level of the position and the point rating allotted by factor.

ARTICLE 14

USE OF EMPLOYER FACILITIES

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

14.02 The Employer may provide a private area, if and where available, for the Local’s shop steward to be able to conduct his/her duties as a local representative.

14.03 Bulletin Boards

Reasonable space on Bulletin Boards will be made available to the Local for the posting of official Local notices. Such boards will be placed in convenient locations as determined by the Employer. Notices or other material shall require the prior approval of the Employer, except notices of meetings to their members and elections, of the meetings of Local representatives, or social and recreational affairs.

ARTICLE 15
TIME OFF FOR LOCAL BUSINESS

15.01 Public Service Labour Relations Board Hearings

**

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

Where operational requirements permit, in cases of complaints made to the Public Service Labour Relations Board pursuant to section 190(1) of the PSLRA alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1), of the PSLRA, the Employer will grant leave with pay:

- (i) to an employee who makes a complaint on his/her own behalf,

and
- (ii) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of an employee organization making a complaint.

(b) **Applications for Certification, Representations and Interventions With Respect to Applications for Certification**

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

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

and
- (ii) to an employee who makes personal representations in opposition to a certification.

(c) **Employee Called as a Witness**

The Employer will grant:

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

and

- (ii) where operational requirements permit, leave with pay to an employee called as a witness by an employee or the Local.

**

15.02 Arbitration Board and Public Interest Commission

- (a) Where operational requirements permit, the Employer will grant leave with pay to an employee representing the Local before an Arbitration Board or Public Interest Commission.

(b) **Employee Called as a Witness**

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

15.03 Adjudication

(a) **Employee Who is a Party**

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

(b) **Employee Who Acts as Representative**

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

(c) **Employee Called as a Witness**

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

15.04 Contract Negotiations Meetings

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

15.05 Preparatory Contract Negotiations Meetings

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

15.06 Meetings Between Employee Organizations and Management

Where operational requirements permit, the Employer will grant time off with pay to a reasonable number of employees who are meeting with management on behalf of the Local.

15.07 Employee Organization Executive Board Meetings, Congress Conventions and National Union Committees

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend Executive Board meetings, Labour conventions and National Union Committees.

15.08 Stewards' Training Courses

Where operational requirements permit, the Employer will grant leave without pay to employees who are officers or who exercise the authority of a steward on behalf of the Local to undertake training related to such duties.

15.09 Leave Status

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

ARTICLE 16
LEAVE OF ABSENCE

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

16.02 When operational requirements permit, the Employer will grant leave of absence without pay to an employee appointed to a position within the Local and who serves at the pleasure of an elected Officer of the Local.

16.03 All leave granted under this Article shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay for the employee involved.

ARTICLE 17
VACATION LEAVE

17.01 The vacation year extends from April 1 to March 31 coinciding with the fiscal year.

17.02 Accumulation of Vacation Leave

Effective Date of Signing

An employee who has earned at least ten (10) days’ pay for each calendar month of a fiscal year shall earn vacation leave of:

- (a) fifteen (15) working days per fiscal year for an employee who has completed up to eight (8) years of service;
- (b) twenty (20) working days per fiscal year if he/she has completed eight (8) years of service;
- (c) twenty-two (22) working days per fiscal year if he/she has completed sixteen (16) years of service;
- (d) twenty-three (23) working days per fiscal year if he/she has completed seventeen (17) years of service;

- (e) twenty-five (25) working days per fiscal year if he/she has completed eighteen (18) years of service except that an employee who has received or is entitled to receive furlough leave shall accumulate twenty (20) working days only per fiscal year in his/her twenty-first (21st), twenty-second (22nd), twenty-third (23rd), twenty-fourth (24th) and twenty-fifth (25th) year of service;
- (f) twenty-seven (27) working days per fiscal year if he/she has completed twenty-seven (27) years of service;
- (g) thirty (30) working days per fiscal year if he/she has completed twenty-eight (28) years of service;
- (h) vacation leave provided under 17.02 (a), (b), (c), (d), (e), (f), and (g) above, which is in excess of fifteen (15), twenty (20), twenty-two (22), twenty-three (23), twenty-five (25), or twenty-seven (27) days per fiscal year respectively shall be granted on a pro rata basis during the fiscal year in which the employee completes the required years of service;
- (i)
 - (i) For the purpose of clause 17.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one year following the date of lay-off.
 - (ii) Notwithstanding (i) above, an employee who was a member of the bargaining unit on December 20, 1989, or an employee who became a member of the bargaining unit between December 20, 1989 and June 30, 1991, shall retain, for the purpose of "service" and of establishing his or her vacation entitlement pursuant to this Article, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the Public Service is terminated.

17.03 An employee who has not earned at least ten (10) days' pay for each calendar month of a fiscal year will earn vacation leave at one-twelfth (1/12) of the rate referred to in clause 17.02 for each calendar month for which he/she receives at least ten (10) days' pay. No employee shall as a result of transfer or

temporary assignment into the bargaining unit earn a double entitlement for annual leave in the same month.

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

17.05 At the beginning of each fiscal year an employee will be credited with his/her entitled vacation leave in anticipation of his/her working and/or receiving pay for the following twelve (12) months.

17.06 To ensure that all concerned have information on vacation planning for the upcoming fiscal year, representatives of the Local shall be given the opportunity to consult with the Employer no later than April 1st. During such consultation the proposed vacation schedule for the upcoming year may be reviewed in light of previous experience. Further consultation in respect of leave planning may be scheduled as the need arises.

17.07 An employee's vacation shall normally be taken in the fiscal year in which he/she becomes eligible for it. The Employer shall, subject to the operational requirements of the service, make every reasonable effort:

- (a) to schedule an employee's vacation leave for at least two (2) consecutive weeks, if so requested by the employee not later than May 1st;
- (b) to give next priority to periods of vacation for which a request is made by employees prior to June 1st;
- (c) subject to (a) and (b) above, to schedule an employee's vacation leave at a time acceptable to him/her;
- (d) after October 1st and after consultation with the employee, and with a minimum of fourteen (14) day's advance notice, to assign him/her available vacation periods if the Employer has been unable to schedule vacation during the periods preferred by the employee or if the employee has not filed with the Employer his/her vacation preference by October 1st;
- (e) to permit an employee to use at an agreed time in the following vacation year, any unused vacation credits earned by him/her in the current vacation year, provided that the employee has filed by October 1st a

request in writing which includes his/her reason(s) for such request. Approval of such requests will be limited to exceptional circumstances which would require a vacation period of longer consecutive duration than that to which the employee would be entitled in the following vacation year, and which can be accommodated having regard to the projected vacation entitlements of others for the time requested. However, if the circumstances warrant, consideration will be given to requests which, while not entailing a longer consecutive duration, do entail a longer period of vacation than the employee would otherwise have available in that year;

- (f) to comply with an employee's request that he/she be permitted to take vacation leave of five (5) or more days in accordance with the shift schedule so as to provide for the employee's normal days of rest immediately preceding and following the period of vacation leave.

17.08 Carry-Over and/or Liquidation of Vacation Leave

- (a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of thirty-five (35) days credits shall be carried over into the following vacation year. All vacation leave credits in excess of thirty-five (35) days shall be automatically paid in cash at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.
- (b)
 - (i) Notwithstanding sub-clause (a), if on the date of signing of this Agreement or on the date an employee becomes subject to this Agreement, he /she has more than thirty-five (35) days of unused vacation leave credits earned during previous years, this number of unused vacation leave credits shall become the employee's accumulated leave maximum.
 - (ii) Unused vacation leave credits equivalent to the employee's accumulated leave maximum shall be carried over into the following vacation year.
 - (iii) Unused vacation leave credits in excess of the employee's accumulated leave maximum shall be automatically paid in cash

at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.

- (c) The employee's accumulated leave maximum shall be reduced irrevocably by the number of vacation leave credits liquidated in excess of the employee's annual vacation leave entitlement during the vacation year.
- (d) Notwithstanding (b)(iii), where the Employer cancels a period of vacation leave which has been previously approved in writing, and which cannot be rescheduled before the end of the vacation year, the cancelled leave may be carried over into the next vacation year.
- (e) Upon application by the employee and with the approval of the Employer earned but unused vacation leave credits carried forward from previous fiscal years shall be compensated at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of his/her substantive position on March 31st.

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

17.10 Where, in respect of any period of vacation leave, an employee is granted sick leave with pay, on production of a medical certificate, the sick leave granted shall be substituted for vacation leave.

17.11 Where in respect of any period of vacation leave or a combination of vacation leave and lieu days, circumstances arise which necessitate examination leave in accordance with clause 18.11, the leave taken shall be substituted for vacation leave and/or lieu days.

17.12 An employee shall not be required to return to duty during any period of vacation leave.

When, during any period of vacation leave, an employee is requested to return to duty and reports as requested he/she shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he/she incurs:

- (a) in proceeding to his/her place of duty,

and

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

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

The employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled to be reimbursed for reasonable expenses incurred by him/her by virtue of this clause.

17.13 Cancellation of Vacation

When an employee's approved vacation leave is cancelled before he/she is due to commence such vacation leave, the employee will be reimbursed reasonable expenses incurred due to cancellation.

The employee will make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.

17.14 When an employee dies or otherwise ceases to be employed after a period of continuous employment of not more than six (6) months, he/she or his/her estate shall, in lieu of earned vacation leave, be paid an amount equal to four per cent (4%) of the total of the pay and compensation for overtime received by the employee during his/her period of employment.

17.15 Subject to clause 17.16 when an employee dies or otherwise ceases to be employed, after a period of continuous employment of more than six (6) months, the employee or his/her estate shall, in lieu of earned but unused vacation or furlough leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation or furlough leave by the daily rate of pay applicable to the employee immediately prior to the termination of his/her employment.

17.16 An employee whose employment is terminated by reason of a declaration that he/she abandoned his/ her position is not entitled to receive the payment referred to in clause 17.15 unless he/she requests it within six (6) months following the date upon which his/her employment is terminated.

17.17 When the employment of an employee who has been granted more vacation leave with pay than he/she has earned is terminated by death, the

employee is considered to have earned the amount of leave with pay granted to him/her.

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

17.19 An employee is entitled, once in each fiscal year, to be informed, upon request, of the balance of his/her vacation leave with pay credits. In addition, as soon as possible after the end of fiscal year, an employee shall be informed in writing of the balance of his/her vacation leave with pay credits as of March 31st.

17.20 The amount of vacation leave with pay already credited to an employee by the Employer at the time this Agreement is signed shall be retained by the employee.

The amount of vacation leave with pay credited to a person by the Employer at the time that person joins the bargaining unit after the effective date of this Agreement shall be retained by that person.

17.21 An employee who, on the day that this Agreement is signed, is entitled to receive furlough leave, that is to say, five (5) weeks' leave with pay upon completing twenty (20) years of continuous employment, retains his/her entitlement to furlough leave subject to the conditions respecting the granting of such leave that are in force on the day that this Agreement is signed.

17.22 The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.

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

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17.23 Notwithstanding clauses 17.14 and 17.15, an employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* may choose not to be paid for unused vacation and furlough leave credits, provided that the appointing organization will accept such credits.

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17.24

(a) Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 17.02(i).

(b) **Transitional Provisions**

Effective on October 6, 2005, employees with more than two (2) years of service, as defined in clause 17.02(i), shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay.

(c) The vacation leave credits provided in clause 17.24(a) and (b) above shall be excluded from the application of paragraph 17.08 dealing with the Carry-over and/or Liquidation of Vacation Leave.

ARTICLE 18

OTHER LEAVE WITH OR WITHOUT PAY

18.01

(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 sub-clause 18.01(a).

18.02 Bereavement Leave With Pay

For the purpose of this clause, immediate family is defined as father, mother, (or alternatively stepfather, stepmother, foster parent or former guardian of the

employee), brother, sister, spouse, child, stepchild or ward of the employee, father-in-law, mother-in-law, step-brother, step-sister, grandparent, grandchild or a relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) When a member of his/her immediate family dies, and the employee attends the funeral, the employee shall be entitled to bereavement leave with pay for a period of up to five (5) consecutive calendar days and the period of such leave shall encompass the day of the funeral. In addition, when necessary, the employee may be granted for the purpose of related travel up to three (3) calendar days' leave with no reduction in his/her weekly rate of pay.
- (b) An employee is entitled to bereavement leave with pay for up to one (1) day to attend the funeral of his/her son-in-law, daughter-in-law, brother-in-law, sister-in-law, or in the event of the death of any member of the immediate family in (a) above when the employee is not attending the funeral.
- (c) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Deputy Head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in sub-clause 18.02(a) and (b).
- (d) Where in respect of any period of vacation leave or a combination of vacation leave and lieu days, circumstances arise which necessitate bereavement leave in accordance with clause 18.02, the leave taken shall be substituted for vacation leave and/or lieu days.

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18.03 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 19 Sick Leave. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 19 Sick Leave, 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.

**

18.04 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 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:

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

however, an employee whose specified period of employment expired and who is rehired 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,
 - (ii) for each week that the employee receives a maternity benefit under the Employment Insurance or 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 18.04(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 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 while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

**

18.05 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
- (i) fails to satisfy the eligibility requirement specified in subparagraph 18.04(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 maternity benefits;

and

 - (ii) has satisfied all of the other eligibility criteria specified in subparagraph 18.04(a), other than those specified in sections (A) and (B) of subparagraph 18.04(a)(iii);

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph 18.05(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 18.04 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 Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance maternity benefits for the reasons described in subparagraph 18.05(a)(i).

**

18.06 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.

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18.07 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 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 18.04(a)(iii)(B), if applicable;
 - (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of

work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

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

however, an employee whose specified period of employment expired and who is rehired 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 18.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI or QPIP 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 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 or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave

without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.

- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (k) The maximum combined 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.

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18.08 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 18.07(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or 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 18.07(a), other than those specified in sections (A) and (B) of subparagraph 18.07(a)(iii);

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph 18.08(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 18.07 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 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 18.08(a)(i).

18.09 Leave Without Pay for the Care of Immediate Family

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

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- (b) For the purpose of clause 18.09, family is defined as spouse, common-law partner resident with the employee, children (including foster children or children of spouse or common-law partner), parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) Subject to clause 18.09(b), an employee shall be granted leave without pay for the Care of Immediate Family in accordance with the following conditions:
 - (i) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
 - (ii) leave granted under this clause shall be for a minimum period of three (3) weeks;
 - (iii) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the Public Service;
 - (iv) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

- (d) An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.
- (e) All leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of previous Electronics Group collective agreements or other agreements will not count towards the calculation of the maximum amount of time allowed for Care of Immediate Family during an employee's total period of employment in the Public Service.
- (f) **Transitional Provision**

This transitional provision is applicable to employees who have been granted and have proceeded on leave on or after the date of signature of this agreement.

- (i) An employee who, on the date of signature of this agreement, is on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of the agreement expired on August 31, 2001, continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.
- (ii) An employee who becomes a member of the bargaining unit on or after the date of signature of this agreement and who is on Leave Without Pay for the Long-Term Care of a Parent or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of another agreement, continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.

18.10 Leave Without Pay for Family-Related Needs

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

- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for family-related needs.

- (b) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for family-related needs.
- (c) An employee is entitled to leave without pay for family-related needs only once under each of (a) and (b) of this clause during his/her total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.
- (d) Leave granted under (a) of 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.
- (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 “service” for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

18.11 Leave Without Pay for Relocation of Spouse

- (a) At the request of an employee, leave without pay for a period of 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 “service” for the purpose of calculating vacation leave for the employee involved except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

18.12 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), parents (including step-parents

or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.

- (b) The Employer shall grant leave with pay under the following circumstances:
 - (i)
 - (A) up to one-half (1/2) day 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;
 - (B) up to one (1) day for a medical or dental appointment when the family member is incapable of attending the appointment by himself/herself, and when the required treatment is not available locally and additional travel time is needed;
 - (C) An employee requesting leave under this provision must notify his/her supervisor of the appointment as far in advance as possible.
 - (ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternative care arrangements where the illness is of a longer duration;
 - (iii) to provide for the immediate and temporary care of an elderly member of the employee's family;
 - (iv) two (2) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;
- (c) The total leave with pay which may be granted under sub-clause (b)(i), (ii), (iii) and (iv) shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.

18.13 Court Leave With Pay

Leave with pay shall be given to every employee, other than an employee already on leave without pay, on education leave, or under suspension who is required:

- (a) to be available for jury selection;
 - (b) to serve on a jury;
- or
- (c) by subpoena or summons to attend as a witness in any proceeding except one to which an employee is a party, held:
 - (i) in or under the authority of a court of justice or before a grand jury,
 - (ii) before a court, judge, justice, magistrate or coroner,
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of his/her 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.
 - (d) If, during the performance of his/her normal duties, an incident arises which results in a court action requiring the employee's attendance in court either as a plaintiff or defendant, the employee will be given the necessary leave with pay to attend court.

18.14 Personnel Selection Leave With Pay

Where an employee participates in a personnel selection process, including appeal process, for a position in the Public Service, as defined in the *Public Service Labour Relations Act*, the employee is entitled to leave of absence with pay for

the period during which the employee's presence is required for purposes of the selection process, including appeal process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his/her presence is so required. This clause applies equally in respect of the personnel selection process related to deployment.

18.15 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 it is determined by a Provincial Workmen's Compensation Board that the employee is unable to perform his/her duties because of:

- (a) personal injury accidentally received in the performance of his/her duties and not caused by the employee's wilful misconduct,
- (b) sickness resulting from the nature of his/her employment,
- or
- (c) exposure to hazardous conditions in the course of his/her employment,

if the employee agrees to pay to the Receiver General of Canada any amount received by him/her for loss of wages in settlement of any claim the employee may have in respect of such injury, sickness or exposure.

18.16 Personal Leave Without Pay

Reasons for requesting leave without pay for personal reasons of up to three (3) days will not be required of the employee unless the number of requests is excessive or the granting of such leave would interfere with urgent work commitments. Permission to take such leave will not be unreasonably withheld.

18.17 Personal Leave with Pay

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- (a) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of seven decimal five (7.5) hours of leave with pay for reasons of a personal nature.

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

18.18 Volunteer Leave with Pay

**

- (a) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of seven decimal five (7.5) hours of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.
- (b) The leave shall be scheduled at a time convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.

18.19 Leave With or Without Pay for Other Reasons

- (a) At its discretion, the Employer may grant leave with pay for purposes other than those specified in this agreement including civil defence exercises and emergencies affecting the community or place of work.
- (b) At its discretion, the Employer may grant leave without pay for purposes other than those specified in this Agreement including upgrading of formal educational qualifications, enrolment in the Canadian Armed Forces, and election to a full-time municipal office.
- (c) Leave with pay may be granted an employee when circumstances not directly attributable to the employee prevent him/her reporting to work, from a location that may be considered a normal residential location for a person working at the employee's worksite (typical of that in which other Public Service employees working at the same worksite reside), or remaining on duty. Such leave shall not be unreasonably denied.

**

18.20 Except as otherwise specified in this collective agreement, periods of leave without pay in excess of three (3) months for reasons other than illness shall not be counted as “continuous employment” for the purpose of calculating severance pay nor as service for the purpose of calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes.

ARTICLE 19 SICK LEAVE

**

19.01 An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which he/she receives pay for at least seventy-five (75) hours.

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

- (a) he/she has the necessary sick leave credits,

and
- (b) he/she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer.

19.03 An employee is not eligible for sick leave with pay during any period in which he/she is on leave of absence without pay or under suspension.

19.04 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he/she was unable to perform his/her duties shall, when delivered to the Employer, be considered as meeting the requirements of sub-clause 19.02(b).

**

19.05 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 19.02, sick leave with pay may, at the discretion of the Employer, be granted:

- (a) for a period of up to one hundred and eighty-seven decimal five (187.5) hours if 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 twelve decimal five (112.5) 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.

19.06 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.

**

19.07 The Employer agrees that an employee recommended for termination from employment under Section 12(1)(e) of the *Financial Administration Act* for incapacity by reason of ill-health shall not be released at a date earlier than the date at which the employee could have utilized his/her accumulated sick leave credits.

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

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

19.10 In the event of termination of employment for reasons other than death or lay-off, recovery will be made of any advance of sick leave from monies owed the employee.

19.11 An employee is entitled, twice in each fiscal year, to be informed, upon request, of the balance of his/her sick leave with pay credits. In addition, as soon as possible after the end of each fiscal year, an employee shall be informed in writing of the balance of his/her sick leave with pay credits as of March 31st.

19.12 The amount of sick leave with pay already credited to an employee by the Employer at the time this Agreement is signed shall be retained by the employee.

The amount of sick leave with pay credited to a person by the Employer at the time that person joins the bargaining unit after the effective date of this Agreement shall be retained by that person.

ARTICLE 20
NATIONAL JOINT COUNCIL AGREEMENTS

**

20.01 Agreements concluded by the National Joint Council of the Public Service on items which may be included in a collective agreement, and which the parties to this agreement have endorsed after December 6, 1978, will form part of this collective agreement, subject to the *Public Service 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.

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

**

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

- (1) Bilingualism Bonus Directive;
- (2) Commuting Assistance Directive;
- (3) Foreign Service Directives;
- (4) Isolated Posts and Government Housing Directive;
- (5) Travel Directive;
- (6) Memorandum of Understanding on the Definition of Spouse;
- (7) Public Service Health Care Plan Directive;

**

- (8) NJC Integrated Relocation Directive;
- (9) Uniforms Directive;
- (10) Workforce Adjustment Directive;

Occupational Safety and Health

- (11) Boiler and Pressure Vessels Directive;
- (12) Committees and Representatives Directive;
- (13) Electrical Directive;
- (14) Elevated Work Structures Directive;
- (15) Elevating Devices Directive;
- (16) First Aid Allowance Directive;
- (17) First Aid Safety and Health Directive;
- (18) Hazardous Confined Spaces Directive;
- (19) Hazardous Substances Directive;

**

- (20) Materials Handling Directive;
- (21) Motor Vehicle Operations Directive;
- (22) Noise Control and Hearing Conservation Directive;
- (23) Personal Protective Equipment and Clothing Directive;
- (24) Pesticides Directive;
- (25) Refusal to Work Directive;
- (26) Sanitation Directive;
- (27) Tools and Machinery Directive;

(28) Use and Occupancy of Buildings Directive.

During the term of this Collective Agreement, other directives, policies or regulations may be added to the above-noted list.

Grievances in regard to the above directives, policies or regulations shall be filed in accordance with clause 39.02.

ARTICLE 21
EDUCATION LEAVE WITHOUT PAY
CAREER DEVELOPMENT LEAVE WITH PAY AND
EXAMINATION LEAVE WITH PAY

Education Leave Without Pay

21.01 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.

21.02 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.

21.03 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.

21.04 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.

21.05 Education leave without pay in excess of three (3) months shall not be counted as “continuous employment” for the purpose of calculating severance pay nor as “service” for the purpose of calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes.

21.06 Career Development Leave With Pay

- (a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
 - (i) a course given by the Employer;
 - (ii) a course offered by a recognized academic institution;
 - (iii) a seminar, convention or study session in a specialized field directly related to the employee’s work.

- (b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 21.06(a) above. The employee shall receive no compensation under Article 24, Days of Rest, Article 25, Overtime, and Article 27, Travel, 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.

21.07 Examination Leave With Pay

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

ARTICLE 22 SEVERANCE PAY

22.01 Solely for the purpose of this Article, the terms:

- (a) "the Employer" will include any organization, service with which is included in the calculation of "continuous employment",

and
- (b) "weekly rate of pay" means the rate in Appendix "B" identified with the level and step in the level the employee normally occupies and shall not include "Acting Pay" unless the period of Acting Pay has been more than one (1) year.

22.02 Lay-Off

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

- (a) On the first lay-off, two (2) weeks' pay for the first completed year of continuous employment and one (1) week's pay for each additional

complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365.

- (b) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, less any period in respect of which the employee was granted severance pay under sub-paragraph (a) above.

22.03 Resignation

Subject to clause 22.04, an employee who has ten (10) or more years of continuous employment is entitled to be paid, on resignation from the Public Service, severance pay equal to the amount obtained by multiplying half (1/2) of his/her weekly rate of pay on resignation by the number of completed years of his/her continuous employment to a maximum of twenty-six (26), less any period in respect of which the employee was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave by the Employer.

22.04 Retirement

- (a) On termination of employment (other than dismissal for just cause) an employee who is entitled to an immediate annuity, or is entitled to an immediate annual allowance, under the *Public Service Superannuation Act*,
- or
- (b) a part-time employee, who regularly works more than twelve (12) but less than thirty (30) hours a week, and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*,

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) week's pay, less any

period in respect of which the employee was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave by the Employer.

22.05 Termination for Cause for Reasons of Incapacity or Incompetence

**

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

**

- (b) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of release for incompetence pursuant to the provisions of Section 12(1)(e) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

22.06 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, less any period in respect of which the employee was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave by the Employer.

22.07 Rejection on Probation

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period he/she is entitled to be paid one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks.

**

22.08 Appointment to a Separate Employer Organization

Notwithstanding clause 22.03, an employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* may choose not to be paid severance pay provided that the appointing organization will accept the employee's Schedule I and IV service for its severance pay entitlement.

**ARTICLE 23
HOURS OF WORK**

23.01 A day is the twenty-four (24) hour period commencing at 00:00 hours and ending at 24:00 hours.

23.02 An employee's regularly scheduled daily hours of work are hours which may fall within one (1) day or may embrace the latter part of one (1) day and the beginning of the following day.

23.03 Normal hours of work shall be arranged to provide for either:

(a) a thirty-seven decimal five (37.5) hour work week as described in clause 23.04,

or

(b) an average of thirty-seven decimal five (37.5) hours per week as described in clause 23.05,

and

in neither case shall there be split-shifts, that is, a normal schedule where the period of work is divided by more time than that provided as a meal break, except as provided in clause 23.16.

23.04 Non-Operating Employees

**

(a)

(i) Normal scheduled hours of work for non-operating employees shall be thirty-seven decimal five (37.5) hours per week

consisting of five (5) consecutive days, Monday to Friday inclusive, each day to be seven decimal five (7.5) hours (exclusive of a meal break) between the hours of 07:00 and 18:00 local time.

- (ii) Notwithstanding sub-clause (i), at the request of the employee and with the approval of the Employer, the stated hour of 7:00 may be modified to 6:00. Where such agreement has occurred, the Employer will notify the local union representative or the IBEW business office of the change in the scheduled hours of work.
- (b) These employees will be provided with a scheduled unpaid meal break of not less than thirty (30) consecutive minutes nor more than one (1) hour commencing between one-half (1/2) hour prior to and one (1) hour following the mid-point of the normal work period except that a meal break of less than thirty (30) minutes may be granted to compensate for summer hours. It is recognized that in extenuating circumstances the meal break may be advanced or delayed because of work requirements. However, if the employee is able to take a meal break of at least a half (1/2) hour's duration commencing within the time prescribed it shall be considered as satisfying the requirements of this clause. If an employee is not able to take a meal break within the prescribed time period the period of the meal break shall be counted as time worked.

23.05 Operating Employees

- (a) Normal hours of work for operating employees shall be an average of thirty-seven decimal five (37.5) hours per week consisting of an average of five (5) days per week, each day to be seven decimal five (7.5) hours exclusive of a meal break.
- (b) These employees will be provided with a scheduled unpaid meal break of thirty (30) consecutive minutes' duration commencing within one-half (1/2) hour prior to and one (1) hour following the mid-point of their shift. It is recognized that in extenuating circumstances the meal break may be advanced or delayed because of operational requirements. However, if the employee is able to take a meal break of a half (1/2) hour's duration commencing during the period of time prescribed it shall be considered as satisfying the requirements of this clause. If an employee is not able to take a meal break within the prescribed time period the period of the meal break shall be counted as time worked.

- (c) Subject to all conditions in (b) above except the time at which a meal period may be scheduled, a meal break on the evening shift (16:00-24:00), may be taken at a time other than as specified above when by agreement of the Manager and the Steward responsible for that location, a different time for the meal break is established. When such alternative is established, it shall not again be changed except by thirty (30) days' written notice to the Manager by the Steward, or thirty (30) days' written notice to employees concerned at the site by the Manager.
- (d) Subject to all conditions in (b) above except the length of the meal period, an unpaid meal break during the day shift (08:00-16:00) may be up to one (1) hour by agreement of the Manager and the Steward responsible for that location. When such period is established, it shall not again be changed except by thirty (30) days' written notice to the Manager by the Steward, or thirty (30) days' written notice to employees concerned at the site by the Manager.
- (e) It is recognized that the Employer may require employees
 - (i) whose hours of work are prescribed in accordance with sub-clause 23.05(a),

and
 - (ii) who provide twenty-four (24) hour coverage,

to remain at their place of work and to be available to return immediately to duty during their one-half (1/2) hour unpaid meal break. In such circumstances, whether the employee works or does not work, such meal break will be paid at the employee's straight-time hourly rate and does not form part of the employee's normal hours of work as prescribed in sub-clause 23.05(a). Employees covered by this clause are excluded from the provisions of sub-clause 23.05(b), Article 25 and 29 of this Agreement, and under no circumstances will employees receive any other compensation for the half (1/2) hour meal break under any other provision of this collective agreement.
- (f) An operating employee will not be scheduled to work more than seven (7) consecutive days.

23.06 Minimum and Maximum Hours

Nothing in this Agreement shall be construed as guaranteeing an employee minimum or maximum hours of work.

23.07 Break Periods

Each employee shall be given two (2) paid break periods of fifteen (15) minutes each during each working shift.

23.08 Shift Times - Operating Employees

- (a) The starting and finishing times of normal shifts will be as follows:
 - 00:00 - 08:00 Local Time
 - 08:00 - 16:00 Local Time
 - 16:00 - 24:00 Local Time
- (b) The Employer may schedule shifts to commence not more than one (1) hour before or one (1) hour after the times outlined above.
- (c) Before scheduling shifts more than one (1) hour before or one (1) hour after the times listed above the Employer will consult with the Union.
- (d) There shall be an equitable distribution of shift work among available qualified employees.
- (e) When the scheduled shift hours are modified in accordance with 23.08(b) and (c), then a day as defined in 23.01 is modified accordingly.

23.09 Posting of Shift Schedules and Shift Cycles - Operating Employees

- (a) A shift schedule must be of not less than twenty-eight (28) days' duration and will be posted at least fifteen (15) days in advance in order to provide an employee with reasonable notice as to the shift he/she will be covering.
- (b) Every reasonable effort will be made by the Employer not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's last shift.
- (c) The schedule may be an entire shift cycle in itself or portion thereof and the employees affected shall work an average of thirty-seven decimal

five (37.5) hours per week over the period of the cycle in accordance with 23.05(a).

- (d) The local representative will be provided with a copy of the current shift schedule and shift cycle where practicable.
- (e) If the shift schedule is not posted within the time limits in this clause, then the employee's upcoming schedule shall be considered to be a continuation of his/her present shift cycle.

23.10 Shift Exchange - Operating Employees

Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

Such approval shall not be unreasonably withheld.

23.11 Change in Shift - Operating Employees

**

- (a) In the event that an individual employee's shift hours and/or days of work are changed to accommodate to an unanticipated absence of an employee, not initiated by the Employer, and less than fifteen (15) days' advance notice of such change is given, the employee shall be paid a premium equal to the amount shown in note 5 of Appendix "B" for work performed on the first scheduled shift changed in addition to his/her daily rate of pay. When an employee works less than three point seven five (3.75) hours of the first scheduled shift changed no premium will be paid.

**

- (b) In the event that an individual employee's shift hours and/or days of work are changed for reasons other than accommodating to an unanticipated absence of an employee not initiated by the Employer, and less than twenty-one (21) days' advance notice of such change is given, the employee shall be paid a premium equal to the amount shown in note 5 of Appendix "B" in addition to his/her daily rate of pay for work performed on each of the changed scheduled shifts for which twenty-one (21) days' advance notice was not given to a maximum of three (3). When an employee works less than three point seven five (3.75) hours of any scheduled shift changed no premium will be paid for that shift.

- (c) Any return to the employee's previous hours and/or days of work will not be considered a change subject to premium pay under this clause, unless the return is delayed beyond ten (10) working days following the date of notification of the change.
- (d)
 - (i) The above shall not apply to an employee who requests a change.
 - (ii) The above shall apply to an employee assigned to a course away from his/her assigned work place.
- (e)
 - (i) Notwithstanding the above, a change to an employee's shift schedule shall not reschedule the first group of previously scheduled days of rest.

The "first group of previously scheduled days of rest" means the days of rest shown on the employee's unchanged shift schedule, immediately following but not necessarily contiguous to the day prior to the change.
 - (ii) An employee required to work on the "first group of previously scheduled days of rest", will be compensated for those days, at the applicable overtime rate as specified in clauses 24.05 and 24.06 but will not be entitled to the premiums provided in sub-clauses 23.11(a) and (b).

23.12 Change in Schedule or Cycle

Except as provided in 23.10, the Employer agrees that before a shift schedule or shift cycle is changed, if the change will affect more than one (1) employee, the change will be discussed with the local representative where practicable.

23.13 Encroachment

An employee who has not had a break of eight (8) consecutive hours during a twenty-four (24) hour period in which he/she works more than fifteen (15) hours shall not be required to report for work on his/her regularly scheduled shift until a period of ten (10) hours has elapsed from the end of the period of work that exceeded fifteen (15) hours. If, in the application of this clause, an employee

works less than his/her regularly scheduled shift he/she shall, nevertheless, receive his/her regular daily rate of pay.

For the purpose of this clause, time necessarily spent in travel required by the Employer, shall be considered as time worked.

**

23.14 Change in Employee Status - Operating/Non-Operating

It is understood that certain employees, because of the nature of their duties, may be required to change from a non-operating employee to an operating employee (or vice versa) for varying periods of time. No change in the employee's status (Operating or Non-Operating) will be made unless the requirement to change is consistent for thirty (30) consecutive calendar days or more. Advance notice of such requirement which will involve a change in the employee's status should be given at the earliest possible date but in any case not less than thirty (30) calendar days prior to the earliest date that the changed circumstance may commence. If notice of the change is less than thirty (30) calendar days, the employee shall be paid a premium equal to the amount shown in note 5 of Appendix "B" for each shift or day worked during the period of the change for which he/she has not received thirty (30) calendar days' notice. Such notice shall not be required when the employee concerned is promoted, is acting in a higher level position or the change is in response to the employee's request.

23.15 It is recognized that when circumstances warrant certain non-operating employees may be required to work their normal daily hours within a schedule which deviates from their normal daily schedule as specified in clause 23.04. When a non-operating employee is required to work his/her normal seven decimal five (7.5) hours a day at times other than those specified in clause 23.04 the employee shall receive his/her normal daily rate of pay plus a premium payment as follows:

In a calendar month for days worked in accordance with the above,

- (1) for the first and second day, in accordance with note 6 of Appendix "B" for each day,
- (2) for the third, fourth and fifth day, in accordance with note 7 of Appendix "B" for each day,
- (3) for the sixth and subsequent days, in accordance with note 8 of Appendix "B" for each day.

If the employee works less than three point seven five (3.75) hours he/she shall receive the full premium for the day and revert to his/her normal schedule for that day which will be reduced by the equivalent number of hours that the employee worked. If the employee works three point seven five (3.75) hours or more he/she shall be paid the full premium for the day and his/her normal daily rate of pay.

Hours worked in excess of seven decimal five (7.5) hours per day shall be subject to Article 25.

23.16 In accordance with clause 23.03 and notwithstanding clauses 23.04 and 23.15 the following shall apply to employees aboard ship:

- (a) On ships where operational requirements demand that the employee conform to a Sea Watch system and the Sea Watches are two (2) non-rotating four (4) hour duty periods each followed by an eight (8) hour non-duty period or are rotating four (4) hour Sea Watches followed by an eight (8) hour non-duty period where the rotating is achieved by splitting the 1600-2000-hour Sea Watch, the employee shall work those Sea Watches.
- (b) On ships where there is no operational requirement to conform to that Sea Watch system but where the presence of employees is required twenty-four (24) hours a day, the employees concerned shall be subject to clause 23.08.
- (c) The normal hours of work under (a) and (b) of this clause shall be seven decimal five (7.5) hours per day, exclusive of a meal break, five (5) days per week.
- (d) Except for employees of the Department of National Defence eligible under Article 32, for Sea Trials Allowance, advance notice of a ship board assignment shall be given at the earliest possible date but, in any case, no less than seven (7) calendar days prior to such assignment. If advance notice of the assignment is less than seven (7) calendar days, the employee shall be paid a premium equal to the amount shown in note 5 of Appendix "B" for each day during the assignment for which he/she has not received seven (7) calendar days' notice.

**

Variable Hours of Work

23.17 Notwithstanding the provisions of Articles 23 and 25, employees, with the approval of the Employer, may complete their weekly hours of employment in a period other than five (5) full days provided that over a period, to be determined by the Employer, employees work an average of thirty-seven decimal five (37.5) hours per week.

23.18 Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the employee(s) affected. Where individual employees' duties or shifts are interdependent, then the majority of the affected employees must agree to the arrangement and it shall apply to all of these employees.

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

Terms and Conditions Governing the Administration of Variable Hours of Work

23.20 General Terms

- (a) The scheduled hours of work on any day, as set forth in the variable work week arrangement, may exceed seven decimal five (7.5) hours per day; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as defined by departmental policy and guidelines, and the daily hours of work shall be consecutive.
- (b) Such a work schedule shall provide that an employee's normal work week shall average thirty-seven decimal five (37.5) hours per week over the life of the cycle or variable work week arrangement.

**

23.21 Conversion of Days to Hours

- (a) The provisions of this Agreement which specify days shall be converted to hours. Where this Agreement refers to a “day”, it shall be converted to seven decimal five (7.5) hours, with the exception of Bereavement Leave.
- (b) When an employee ceases to be subject to a variable hours of work arrangement, his/her credits will be converted to days by dividing the number of hours by seven decimal five (7.5) hours per day.

23.22 Adjustments

Any required adjustment between seven decimal five (7.5) hours per day and the employee’s actual scheduled hours may take the form of make up time or deduction from accumulated compensatory leave or vacation leave, to be determined in advance of the implementation of the variable work week arrangement.

23.23 Specific Application

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

- (a) **Designated Paid Holidays**
 - (i) A designated paid holiday or a lieu day is equivalent to seven decimal five (7.5) hours.
 - (ii) When a designated paid holiday falls on an employee’s scheduled day off which results from the application of the variable work week, the holiday shall be moved to a later date following consultation with the employee. If mutual agreement cannot be reached, management will determine the day to which the holiday is moved.
 - (iii) When an employee to whom sub-clause 26.04(d) applies works on a designated holiday or the day to which the holiday is moved, the employee shall be paid at the straight-time hourly rate for all regularly scheduled hours worked under the variable work week arrangement. Hours worked in excess of these scheduled hours will be compensated in accordance with Article 25. This principle shall also apply to non-operating employees.

**

(b) Sick Leave

Employees shall earn sick leave credits at the rate prescribed in Article 19 of this Agreement but shall be converted to hours by multiplying the number of days by seven decimal five (7.5) hours. Leave will be granted on an hourly basis with the hours debited for each day of sick leave being the same as the hours the employee would have been scheduled to work on that day.

**

(c) Vacation Leave

Employees shall earn vacation leave credits at the rates prescribed for their years of service, as set forth in Article 17 of this Agreement, but shall be converted to hours on the basis of one (1) day equals seven decimal five (7.5) hours. Leave will be granted on an hourly basis with the hours debited for each day of vacation leave being the same as the hours the employee would have been scheduled to work on that day.

**

(d) Other Types of Leave

- (i) The days available where specified in this Agreement shall be converted to hours by multiplying the number of days by seven decimal five (7.5) hours.
- (ii) Leave will be granted on an hourly basis with the hours debited for each day of leave being the same as the hours the employee would have been scheduled to work on that day.

(e) Overtime

- (i) All employees will be paid at their straight-time hourly rate for all work performed during their regularly scheduled hours of work under the variable work week arrangement. Hours worked in excess of these scheduled hours will be compensated in accordance with Article 25.
- (ii) Compensation for all work performed on a day of rest will be paid in accordance with Article 24.

- (iii) Work performed on an “earned day off” (EDO) resulting from the application of the variable work week arrangement will be paid at time and one-half (1 1/2) for all hours worked provided the EDO cannot be re-scheduled and an EDO shall not be considered as a day of rest for the purposes of Article 24.

(f) **Training and Travel**

Where training and/or travel is involved, an employee may be taken off the variable work week schedule.

**

(g) **Travel**

Except in cases where an employee has been taken off the variable work week schedule, employees will be paid at their straight-time hourly rate for all travel and/or work during their regularly scheduled hours of work under the variable work week arrangement. Hours travelled in excess of these scheduled hours will be compensated at the premium rates specified under Article 27.

**

(h) **Minimum Number of Hours Between Shifts**

The provision in this Agreement relating to the minimum period between the termination and commencement of the employee’s next shift shall not apply to an employee subject to variable hours of work.

(i) **Termination**

Either local management or authorized local representatives of the Union may terminate a variable work week arrangement following thirty (30) days’ written notice from either party to the other, providing that prior discussions on the termination have been held.

- (j) The foregoing is not intended to cover all terms and conditions and/or variable work week arrangements.

ARTICLE 24
DAYS OF REST

24.01 A “day of rest” is defined in Article 2(f).

24.02 The Employer shall schedule days of rest. Days of rest shall be scheduled on consecutive calendar days and shall consist of two (2) or more such days.

(a) Non-Operating Employees

- (i) The first day of rest shall be the twenty-four (24) hour period commencing at 00:00 on Saturday.
- (ii) The second day of rest shall be the twenty-four (24) hour period commencing at 00:00 on Sunday.

(b) Operating Employees

- (i) When any shift falls completely within one (1) day and two (2) or more consecutive calendar days are scheduled as days of rest for an employee:
 - (A) The first day of rest will be that twenty-four (24) hour period which commences immediately after midnight following the employee’s preceding regularly scheduled shift.
 - (B) The second day of rest will be that twenty-four (24) hour period which commences immediately after midnight following the employee’s first day of rest.
 - (C) A subsequent day of rest will be that twenty-four (24) hour period which commences immediately after midnight following the employee’s preceding day of rest.
- (ii) When any shift overlaps two (2) days:
 - (A) The first day of rest will be that twenty-four (24) hour period commencing four (4) hours after the end of the employee’s preceding scheduled shift.

- (B) The second day of rest will be that twenty-four (24) hour period commencing immediately after the end of the employee's first day of rest.
 - (C) A subsequent day of rest will be that twenty-four (24) hour period commencing immediately after the preceding day of rest.
- (iii) The Employer will make every reasonable effort, subject to the operational requirements of the service, to arrange schedules which will permit employees to have a consecutive Saturday and Sunday off at least once every five (5) weeks unless the majority of the employees affected by the schedule express a preference not to do so.

24.03 For there to be a second or subsequent day of rest, the days of rest scheduled for the employee must consist of an unbroken series of consecutive and contiguous calendar days numbering two (2) days or more.

24.04 When a day designated as a holiday under clause 26.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following his/her day of rest, or to the second day following his/her day of rest if the employee would otherwise lose credit for a designated holiday.

24.05 Work performed on a day of rest shall be paid at one and one-half (1 1/2) times an employee's straight-time hourly rate for the first seven decimal five (7.5) hours (exclusive of a meal break) and twice (2) the employee's straight-time hourly rate for all hours in excess of seven decimal five (7.5) hours for that day.

24.06 In an unbroken series of consecutive and contiguous days of rest, an employee shall be paid at twice (2) his/her straight-time hourly rate on a day of rest, provided the employee has worked and has received one and one-half (1 1/2) times his/her straight-time hourly rate in accordance with clause 24.05 for any day of rest in that series.

24.07 At the discretion of the Employer, employees on temporary assignment outside of their Headquarters area, other than those on training courses, may be given the opportunity to work on what would otherwise be normal days of rest, where practicable and when work is available. Such work will be paid for at the appropriate overtime rate.

ARTICLE 25

OVERTIME

25.01 An employee shall be paid at his/her straight-time hourly rate for all work performed during his/her regularly scheduled hours of work, including all work performed during regularly scheduled hours of work which embraces not more than two (2) hours of the latter part of a day designated as a holiday or not more than two (2) hours of the latter part of a second day of rest, and not more than two (2) hours at the beginning of the following day.

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

- (a) time and one-half (1 1/2) for hours worked other than provided in 25.01;
- (b) notwithstanding 25.01, double (2) time for all hours worked in excess of twelve (12) in a continuous period of work, or, in excess of twelve (12) hours of work in a day. This section shall not apply to Article 27 "Travel", except as specifically provided in Article 27;
- (c) an authorized break of up to one (1) hour will not be considered as breaking the continuity of hours worked in order to qualify under sub-clause 25.02(b).

25.03 "Time and one-half" is one and one-half (1 1/2) times the straight-time hourly rate.

25.04 "Double time" is twice (2) the straight-time hourly rate.

25.05 Except for employees serving abroad with Foreign Affairs and International Trade where current local conditions for payment of meals will continue, employees working overtime will be granted meal breaks and compensated for meals as follows:

**

- (a) An employee who works three (3) or more hours of overtime immediately before his/her scheduled hours of work shall be provided a paid meal break of up to one-half (1/2) hour duration and be reimbursed his/her expenses for one (1) meal in the amount of ten dollars and fifty cents (\$10.50).

**

- (b) An employee who works three (3) or more hours of overtime immediately following his/her scheduled hours of work shall be provided a paid meal break of up to one-half (1/2) hour duration and be reimbursed his/her expenses for one (1) meal in the amount of ten dollars and fifty cents (\$10.50).

**

- (c) For each four (4) hours an employee works overtime continuously extending beyond the period provided in (a) or (b) above, he/she shall be provided a paid meal break of up to one-half (1/2) hour and be reimbursed at the rate of ten dollars and fifty cents (\$10.50) for each meal.
- (d) When, at the request of the employee, a meal period of more than one-half (1/2) hour can be arranged and taken prior to the beginning of an overtime assignment such meal period shall be unpaid time and no reimbursement for expenses will be made. Utilization of this option shall not serve to deny an employee entitlement under (c) above.

25.06

- (a) If an employee is given instructions, prior to his/her leaving work, to work overtime which is not contiguous to his/her work period and the period of non-contiguous overtime commences twenty-four (24) hours or less from the end of the period of work in which the employee receives such instructions, the employee shall be paid for the time actually worked at the applicable overtime rate, or a minimum of three (3) hours' pay at straight-time, whichever is the greater.
- (b) If an employee is scheduled in writing or otherwise informed prior to his/her leaving work, to work overtime which is not contiguous to his/her work period and the period of non-contiguous overtime commences more than twenty-four (24) hours from the end of the period of work in which the employee receives such instructions, the employee shall be paid for the time actually worked at the applicable overtime rate, or a minimum of one (1) hour's pay at straight time, whichever is the greater. However, if the employee is required to report more than once within that period, he/she shall be compensated in accordance with (a) above.

25.07

- (a) When an employee is required to work either contiguous or non-contiguous overtime and is required to use other than normal public transportation services, the employee's entitlement to transportation costs will be as provided in the Travel Policy.
- (b) Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than his/her normal place of work, time spent by the employee reporting to work or returning to his/her residence shall not constitute time worked.

25.08

- (a) When operational requirements permit, an employee assigned to work away from his/her assigned permanent headquarters or aboard ship may accumulate time off in lieu of overtime at the appropriate overtime rate. Such time off will be liquidated at a mutually acceptable time.
- (b) If any time off in lieu of overtime earned in 25.08(a) cannot be liquidated by the end of the fiscal year, then, at the request of the employee and with the approval of the Employer, payment in cash will be made at the employee's rate of pay as of March 31st.
- (c) Overtime earned within the assigned permanent headquarters area or overtime earned outside the headquarters area which does not require an overnight stay shall be compensated in cash, except where, upon request of an employee and, with the approval of the Employer, an employee may be granted time off in lieu of overtime at the appropriate overtime rate.
- (d) If any time off in lieu of overtime earned in 25.08(c) cannot be liquidated by the end of the fiscal year, then payment in cash will be made at the employee's rate of pay as of March 31st.

25.09 The Employer will make every reasonable effort:

- (a) to allocate overtime work on an equitable basis among readily available qualified employees;
- (b) to give employees who are required to work overtime, adequate advance notice of this requirement;

- (c) unless otherwise agreed to locally between management and local union representatives, the period of equitable distribution of overtime referred to in (a) above is over a twelve-month (12) period as determined by the Employer.

25.10 An employee aboard ship who performs overtime work which is not contiguous to his/her regularly scheduled hours of work shall be paid the greater of:

- (a) compensation at the applicable overtime rate for the time worked,
or
- (b) one (1) hour's pay at the straight-time rate.

ARTICLE 26 DESIGNATED HOLIDAYS

Note:

For the purpose of determining lieu days under clauses 26.05, 26.07, 26.08 and 26.09, when Easter Monday and/or Good Friday fall in the month of March, such day(s) shall be deemed to be contained in the following fiscal year.

26.01 Subject to clause 26.02, the following days shall be designated as holidays with pay:

- (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 (1) day in each year in addition to those listed above which, 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 additional day shall be the first Monday in August,

and
- (l) One (1) additional day when proclaimed by an Act of Parliament as a National Holiday.

26.02

- (a) Clause 26.01 does not apply to an employee who is absent without permission on his/her scheduled working day immediately preceding or his/her scheduled working day immediately following the designated holiday.
- (b) There shall be no payment for designated holidays which occur within a period of leave without pay.
- (c) An employee who is not required to perform work on a day designated as a holiday in this Agreement shall be paid at his/her straight-time rate for what would otherwise have been his/her regularly scheduled daily hours had it not been a holiday.

26.03 Subject to clauses 26.05 and 26.06 the following shall apply to Non-Operating Employees:

- (a) When a day designated as a holiday under clause 26.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following his/her day of rest, or the second day following his/her day of rest if the employee would otherwise lose credit for a designated holiday.
- (b) When a day designated as a holiday is moved to another day, in accordance with (a) above, 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.

- (c) Work performed by an employee on the day to which the holiday was moved under sub-clause 26.03(b) shall be considered as work performed on a holiday.
- (d) When 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.
- (e) When an employee covered by this clause is required to work on a holiday he/she shall be paid, in addition to the pay he/she would have received had he/she not worked on the holiday, one and one-half (1 1/2) times his/her straight-time hourly rate for all hours worked by him/her up to seven decimal five (7.5) hours, exclusive of a meal break, and twice (2) his/her straight-time hourly rate for hours worked in excess of such seven decimal five (7.5) hours subject to clause 25.05 in respect of meal breaks.
- (f) Notwithstanding sub-clause 26.03(e) an employee assigned to duty outside his/her headquarters' area (other than to training courses conducted under Article 43), who cannot return to his/her headquarters' area for a designated holiday without incurring additional expense to the Employer shall, if he/she so requests and sufficient work is available, work the holiday. For such work the employee shall receive his/her normal daily rate of pay and be provided with a lieu day to be taken at a mutually acceptable time. Hours worked in excess of normal daily hours will be paid for in accordance with Article 25 (Overtime).

26.04 The following shall apply to all employees whose designated paid holidays are governed by one of the following clauses - 26.05, 26.07, 26.08 or 26.09:

- (a) The normal work schedule shall require the employees to work on days designated as paid holidays in clause 26.01 or the day to which the holiday is moved as provided in sub-clause 26.04(b).
- (b) When a day which is otherwise designated as a paid holiday as provided in clause 26.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following his/her day of rest or the second day following his/her day of rest if the employee would otherwise lose credit for a designated holiday.

- (c) When a day designated as a holiday is moved to another day, in accordance with (b) above, work performed by an employee on the day from which the holiday is moved shall be considered as work performed on a day of rest.
- (d) Employees who work on designated paid holidays, or the day to which the holiday is moved as provided in 26.04(b) shall be paid at their straight-time hourly rate for all regularly scheduled hours of work. For hours worked in excess of such seven decimal five (7.5) hours employees shall be paid in accordance with Article 25 (Overtime).

26.05 The following shall apply to all Operating Employees except those covered by clause 26.06 and to Non-Operating Employees at isolated posts with an Environment Allowance Classification of 4 or 5:

- (a) On April 1st of each year each employee shall be credited with eleven (11) days in lieu (“lieu days”) of designated holidays.
- (b) A deduction shall be made from the credited lieu days for which the employee is absent without permission on the designated holiday as listed in clause 26.01 or the day to which the holiday is moved as provided in sub-clause 26.04(b).
- (c) Lieu days may be taken in conjunction with days of rest or vacation leave or a combination thereof or as occasional days and shall be charged against the lieu day credits on the basis of one (1) shift for one (1) day.
- (d) An employee’s lieu days shall be scheduled in the fiscal year in which they are credited to him/her. In scheduling such lieu days the Employer shall, subject to the operational requirements of the service, make every reasonable effort:
 - (i) to schedule an employee’s lieu days on the dates requested when such a request is made in writing prior to May 1st;
 - (ii) to give next priority to scheduling lieu days on the dates requested when such a request is made in writing prior to October 1st;
 - (iii) to make available to the employee alternative dates, which the employee may accept or decline, for lieu days, the request for

which is made by the employee prior to October 1st, and which cannot be accommodated by the Employer;

- (iv) to schedule any remaining lieu days, after consulting with the employee, if as of October 1st the Employer has been unable to accommodate an employee's request or no request has been filed; such schedule shall be subject to at least twenty-eight (28) days' advance notice; such lieu days shall be scheduled in conjunction with the employee's days of rest or annual vacation and shall not be in excess of five (5) days in any calendar month except by mutual consent;
 - (v) to provide by mutual agreement lieu days requested on shorter notice, notwithstanding the above.
- (e) If an employee's scheduled lieu days are cancelled by the Employer with less than seven (7) days' notice the Employer shall pay the employee for the first shift worked of the cancelled lieu days a premium payment equal to the amount shown in note 5 of Appendix "B". Within five (5) days of such notice of cancellation, the Employer will consult with the employee to establish alternative lieu days.
- (f) When operational requirements prevent the Employer from providing lieu days to which the employee was entitled prior to the end of the fiscal year, the remaining days shall be liquidated by the Employer by a premium payment equal to the amount shown in note 9 of Appendix "B" for each day liquidated. The premium payment for a half (1/2) day shall be half of the amount.

26.06 Clauses 26.03 and 26.05 shall not apply to employees while employed at Isolated Posts with an Environment Allowance Classification of 1, 2 or 3 or while assigned aboard ship away from home port. Such employees shall be entitled to days in lieu of holidays as provided in clauses 26.07, 26.08, 26.09 and subject to clause 26.04.

26.07 For all employees as described in clause 26.06 who are so employed at the beginning of the fiscal year and when it is anticipated they will be continuously so employed to or beyond the end of the fiscal year, clause 26.01 shall not apply and the following shall apply:

- (a) On April 1st of each year such employees will be credited with eleven (11) lieu days.

- (b) A deduction shall be made from the credited lieu days for any instance in which the employee is absent without permission on the day recognized as the designated holiday in clause 26.01 or the day to which the holiday is moved as provided in sub-clause 26.04(b).
- (c) Such lieu days shall be scheduled so they will be taken contiguously with the employee's vacation leave in that fiscal year.
- (d) If for any reason the employee's lieu days have not been taken by the end of the fiscal year in which they were earned the days remaining shall be liquidated by the Employer by a premium payment equal to the amount shown in note 9 of Appendix "B" for each day liquidated. The premium payment for a half (1/2) day shall be half of the amount.

26.08 For all employees as described in clause 26.06 who after the beginning of the fiscal year are assigned for a period anticipated to extend to or beyond the end of the fiscal year, clause 26.01 shall not apply during such period and the following shall apply:

- (a) The employee will be credited with one (1) lieu day for each holiday he/she has worked during the period, provided he/she was not absent without permission on the day recognized as a designated holiday in clause 26.01 or the day to which the holiday is moved as provided in sub-clause 26.04(b).
- (b) Lieu days thus accumulated shall be taken contiguously with the employee's vacation leave in the current or the following fiscal year.

26.09 For all employees as described in clause 26.06 who on or after the beginning of the fiscal year are assigned for a period known to be less than the balance of the fiscal year, clause 26.01 shall not apply during such period and the following shall apply:

- (a) On the completion of the term of the assignment the employee will be credited with one (1) lieu day for each holiday he/she has worked during the period, provided he/she was not absent without permission on the day recognized as a designated holiday in clause 26.01 or the day to which the holiday is moved as provided in sub-clause 26.04(b).

- (b)
- (i) Employees who complete their assignments before January 2nd in any fiscal year shall take their accumulated lieu days at a time preferred by the employee before the end of the fiscal year, operating requirements permitting. Unused lieu days as of March 31st shall be liquidated by the Employer by a premium payment equal to the amount shown in note 9 of Appendix “B” for each day liquidated. The premium payment for a half (1/2) day shall be half of the amount.
 - (ii) Employees who complete their assignments on or after January 2nd may take their lieu days as provided for in (i) above or may carry all or part of them over into the next fiscal year.

26.10 Any lieu days taken under clauses 26.05, 26.07, 26.08 or 26.09 in advance of holidays occurring after the date an employee ceases to be an employee or after he/she becomes subject to clause 26.03 shall be subject to recovery of pay.

26.11 Foreign Affairs

- (a) For employees serving abroad with Foreign Affairs and International Trade, only clauses 26.01, 26.02 and 26.03 will apply. Such employees shall be entitled to eleven (11) designated holidays each year. The holidays taken may be those provided in 26.01 or may be other days substituted for holidays in accordance with the provisions of the Foreign Service Directives. Holidays with pay shall be designated for such employees by the Employer for each post abroad at the beginning of each calendar year.
- (b) Operating Employees of Foreign Affairs and International Trade serving at Ottawa shall be governed by the provisions of clause 26.04. A day designated as a holiday under clause 26.01 shall be recognized and scheduled on the calendar day preceding or succeeding the employee’s days of rest which are scheduled closest to the actual day of the holiday. Any day so taken in advance of a holiday occurring after the date an employee ceases to be an employee shall be subject to recovery of pay.

26.12 The following shall apply to employees who are classified as Electronic Systems Instructors on a continuing basis:

- (a) When on a designated holiday an employee is required by the Employer to conduct a course, scheduled in accordance with sub-clause 43.06(b), the employee shall be given a lieu day with pay to be taken at a mutually agreed time and, in addition to the pay the employee would have received had he/she not worked on the holiday, one-half (1/2) times his/her straight-time hourly rate for all hours worked by him/her up to seven decimal five (7.5) hours, exclusive of a meal break. Hours worked in excess of such seven decimal five (7.5) hours, will be paid at twice (2) the employee's straight-time hourly rate.
- (b) If an operating employee who anticipated and was previously granted the statutory holiday in the form of a "lieu day" shall receive only pay at the straight-time rate for the first seven decimal five (7.5) hours worked on the statutory holiday.
- (c) If an operating employee has any lieu days to his/her credit at the time of becoming an Electronics Systems Instructor, the disposition of such lieu days shall be mutually agreed upon by the employee and the Employer at the commencement of the assignment.
- (d) If for any reason the employee's lieu days have not been taken by the end of the fiscal year in which they were earned the days remaining shall be liquidated by cash payment at the employee's daily rate of pay as of March 31st. Payment for a half (1/2) day shall be one-half (1/2) the employee's daily rate of pay as of March 31st.
- (e) Notwithstanding the above, when Good Friday and/or Easter Monday fall in the month of March, such day(s) shall be deemed to be contained in the following fiscal year.

ARTICLE 27

TRAVEL

27.01 This Article shall not apply to an employee for the travel involved in respect of a transfer or posting which is subject to the Relocation Policy.

27.02 Employees in travel status will be reimbursed for all reasonable expenses in accordance with the current Travel Policy.

27.03 When an employee travels through more than one (1) time zone, computation will be made as if the employee had remained in the time zone of the point of origin for continuous travel and in the time zone of each point of overnight stay after the first day of travel.

27.04 In making travel arrangements for employees, every reasonable effort shall be made to minimize the amount of time the employee is away from his/her headquarters area. For trips entailing more than one (1) day of travel the employee's regular scheduled hours of work for each day of his/her itinerary are to be established in advance for each day of travel in accordance with 27.05(b) prior to the commencement of his/her trip.

27.05 When in the performance of his/her duties an employee is required by the Employer to travel by authorized means of transport, time necessarily spent in such travel shall be considered as time worked and compensated for as follows:

(a) **Planned Overnight Stay**

When an employee's travel itinerary includes an overnight stay between the first and second day of travel, and where good sleeping accommodation is available at the Employer's expense, and when the employee has eight (8) continuous hours available to him/her after 2100 and before 0800 hours to utilize such accommodation, the employee shall be compensated as provided for in (b), (c) and (d) below for all hours travelled and/or worked before his/her arrival at and after his/her departure from the point of his/her overnight stay.

(b) **Travel during Regular Hours**

Except as provided in 27.05(e) and (g), at the employee's straight-time hourly rate for all hours during his/her regularly scheduled hours of work (minimum - the employee's daily rate of pay). When an employee is travelling for a period of more than one (1) day, his/her regularly scheduled hours of work shall be considered as being seven decimal five (7.5) consecutive hours (exclusive of a meal break) between the hours of 0800 and 1800 for each day of travel.

(c) **Travel in Excess of Regular Hours**

Except as provided in 27.05(d) to (h) inclusive, at time and one-half (1 1/2) the employee's straight-time hourly rate for:

- (i) all hours other than in (b) above,
and
- (ii) the first seven decimal five (7.5) hours (exclusive of a meal break) on a Designated Holiday or first Day of Rest for travel or any combination of travel and work.

(d) **Travel on Designated Holidays and Days of Rest**

At twice (2) the employee's straight-time hourly rate for hours travelled or any combination of travel and work in excess of seven decimal five (7.5) hours (exclusive of a meal break) on a Designated Holiday or first Day of Rest and all hours on a second and subsequent Day of Rest, except that where good sleeping accommodation is provided or available at no expense to the employee and the employee has eight (8) continuous hours between 2100 and 0800 hours to utilize such accommodation, that eight (8) hours shall be exempt from payment.

(e) **Travel and Work Less Than Twenty-four (24) Hours, No Sleeping Accommodation**

If, within any period of twenty-four (24) consecutive hours, an employee is required by the Employer to travel by authorized means of transport to and/or from a work location other than his/her normal place of work, such time spent shall be considered as time worked. When, in such case, on a regular work day, any period of such travel and work exceeds seven decimal five (7.5) consecutive hours, exclusive of a meal break, the hours in excess of such seven decimal five (7.5) hours shall be paid for at one and one-half (1 1/2) times the employee's straight-time hourly rate except that if the period of such travel and work exceeds twelve (12) consecutive hours exclusive of meal breaks, the hours in excess of twelve (12) in any continuous period of such travel and work will be paid for at twice (2) the employee's straight-time hourly rate. To qualify for double (2) time as provided above, the employee's contiguous periods of travel and work must begin and end within a continuous period of twenty-four (24) hours.

In the above, where any hours involved are on a Designated Holiday or Days of Rest, the rates will be replaced as applicable in accordance with 27.05(c) and (d) above.

(f) **Passenger Aboard Vehicle with Sleeping Accommodation**

When an employee travels as a passenger aboard an authorized means of transport which provides good sleeping accommodation, and when the employee has eight (8) continuous hours available to him/her after 2100 and prior to 0800 hours to utilize such accommodation, the employee shall be compensated at his/her straight-time hourly rate for all hours except the eight (8) hours referred to above.

Any time an employee ceases to be a passenger on assuming specific duties, the time so spent shall be compensated in accordance with Articles 23 and 25. On ceasing to perform said specific duties the employee shall resume the status of a passenger.

In the above, where any hours involved are on a Designated Holiday or Days of Rest, the straight-time rate will be replaced as applicable in accordance with 27.05(c) and (d) above.

(g) **Travel and Work Less than Twenty-four (24) Hours, With Sleeping Accommodation**

Notwithstanding 27.05(f) above, any situation when an employee is travelling to and/or from work locations aboard an authorized means of transport which provides good sleeping accommodation, and his/her combination of travel and work does not exceed twenty-four (24) hours, time spent shall be considered as time worked. When, in such case, on a regular work day, any period of such travel and work exceeds seven decimal five (7.5) consecutive hours, exclusive of a meal break, the hours in excess of such seven decimal five (7.5) hours shall be paid for at one and one-half (1 1/2) times the employee's straight-time hourly rate except that if the period of such travel and work exceeds twelve (12) consecutive hours, the hours in excess of twelve (12) in any continuous period of such travel and work will be paid for at twice (2) the employee's straight-time hourly rate. To qualify for double time as provided above, the employee's contiguous periods of travel and work must begin and end within a continuous period of twenty-four (24) hours. Where good sleeping accommodation is available and the employee has eight (8) continuous hours between the hours of 2100 and 0800 to utilize such accommodation the eight (8) hours involved shall be exempt from payment.

In the above, where any hours involved are on a Designated Holiday or Days of Rest, the rates will be replaced as applicable in accordance with 27.05(c) and (d) above.

(h) **Unforeseen and Unavoidable Delays**

When an employee is subject to an unforeseen or unavoidable delay while travelling between assigned work locations, and that delay is at such a time and for such duration that the employee can utilize overnight accommodation, the employee shall be compensated for all hours of that delay at his/her straight-time hourly rate, except that where good sleeping accommodation is available at no expense to the employee and when the employee has eight (8) continuous hours available to him/her after 2100 and prior to 0800 hours to utilize such accommodation, that eight (8) hours will be exempt from payment. The straight-time payment will continue during the period of such delay until such time as the employee again commences travelling.

In the above where any hours involved are on a Designated Holiday or Days of Rest, the straight-time rate will be replaced as applicable in accordance with 27.05(c) and (d) above.

27.06

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

27.07 With the approval of the Employer, an employee may be permitted to use his/her private motor vehicle in place of a public carrier to proceed on training courses provided there is no extra cost to the Employer. The employee will be allowed the equivalent travel time and expenses including the lowest transportation costs as if he/she had travelled by public carrier. The public transportation costs will be the lowest available when the employee was notified

in writing or by electronic format by the Employer that he/she had to attend a training course.

27.08 For every employee proceeding on leave with pay from an isolated post, the Employer will approve leave of absence with pay for the lesser of:

- (a) Three (3) days;
- or
- (b) The actual time required to travel from his/her post to a point of departure and to return from a point of the departure to his/her post.

In this section “Isolated Posts” and “Point of Departure” have the same meaning as given to these expressions in the Isolated Posts Directive.

In the event of unavoidable delays at northern transportation terminals, additional travel time may be allowed.

It is understood by the parties the above applies to an employee using his/her private motor vehicle where such use is practicable and it is understood that a maximum of one (1) day’s leave shall compensate for all hours travelled in a day.

27.09

- (a) Upon request by the employee and with the approval of the Employer, compensation at the applicable overtime rate earned under this Article may be granted in compensatory leave with pay. Such time off will be liquidated at a mutually acceptable time.
- (b) If any time off in lieu of overtime earned in accordance with 27.09(a) cannot be liquidated by the end of the fiscal year, then payment in cash will be made at the employee’s hourly rate of pay as of March 31st.

27.10 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 fifteen (15) hours off with pay. The employee shall be credited with seven decimal five (7.5) hours off for

each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of sixty (60) additional nights.

**

- (b) The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) The Employer shall grant the travel status leave at times convenient to both the employee and the Employer.
- (d) If any of this leave cannot be liquidated by the end of the fiscal year, then payment in cash shall be made at the employee's rate of pay as of March 31st.

**

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 28 CALL-BACK

28.01 If,

- (a) on a designated holiday or a day of rest,

or
- (b) after he/she has completed his/her work period and has left his/her place of work and prior to reporting for his/her next regular scheduled work period,

an employee is called back to work and returns to work prior to his/her next regular scheduled work period for a period of overtime the employee shall be entitled to the greater of:

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

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

28.02

- (a) When an employee is recalled to work overtime under the conditions described in clause 28.01, and is required to use transportation services other than normal public transportation services, the employee's entitlement to transportation costs will be as provided in the Travel Policy.
- (b) Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than his/her normal place of work, time spent by the employee reporting to work or returning to his/her residence shall not constitute time worked.

28.03 Notwithstanding clause 28.01 an employee called back to work and who reports for work one (1) hour or less prior to the commencement of his/her scheduled work period and the period of work for which the employee was recalled is contiguous to the commencement of his/her work period shall receive only the applicable overtime rate for the period worked prior to the commencement of his/her scheduled work period.

**

28.04

- (a) When an employee is called back to work in accordance with clause 28.01 for a period of overtime, the duration of which cannot be pre-determined, and works four (4) hours or more of overtime, he/she shall be provided a paid meal break of up to one-half (1/2) hour and a meal allowance of ten dollars and fifty cents (\$10.50).
- (b) If the employee continues to work for four (4) hours or more of overtime beyond the first four (4)-hour period in sub-clause 28.04(a), he/she shall be provided further paid meal breaks of up to one-half (1/2) hour and allowances of ten dollars and fifty cents (\$10.50) at the completion of this second and subsequent four (4)-hour periods.

28.05

- (a) Upon request by the employee and with the approval of the Employer, compensation earned under this Article may be granted in compensatory leave with pay. Such time off will be liquidated at a mutually acceptable time.

- (b) If any time off in lieu of overtime earned in accordance with 28.05(a) cannot be liquidated by the end of the fiscal year, then payment in cash will be made at the employee's hourly rate of pay as of March 31st.

ARTICLE 29
STANDBY

29.01 When an employee is notified in writing that he/she will be required to be available for work during his/her off-duty hours the employee shall be entitled to a standby payment of one (1) hour's pay at the straight-time rate for each consecutive eight (8) hours or portion thereof that he/she is required to remain available.

29.02 While an employee is not required to have a telephone, an employee designated for standby duty shall be available during his/her period of standby at a known telephone number and be able to return to duty as quickly as is practicable when he/she is called, but in any event not later than one (1) hour after he/she is called.

29.03 No payment for standby will be made for any eight (8) hour period referred to in clause 29.01 if an employee is unable to report for duty when required during that period.

**

29.04

- (a) Upon request by an employee and with the approval of the Employer, the standby payment earned under clause 29.01 may be granted in compensatory leave with pay. Such time off will be liquidated at a mutually acceptable time.
- (b) If any time off in lieu of the standby payment earned in accordance with 29.04(a) cannot be liquidated by the end of the fiscal year, then payment in cash will be made at the employee's hourly rate of pay as of March 31st.

29.05 The Employer agrees that standby for the afternoon and/or night shifts shall be on a five (5) day basis, Monday to Friday inclusive.

29.06 When an employee is required for standby duties on weekends one (1) employee per weekend will be assigned to such standby unless mutually arranged otherwise at local work sites.

29.07 In respect of clauses 29.05 and 29.06 the Employer agrees to give seven (7) days' notice of such standby requirement unless it is essential to provide a replacement due to the inability of the assigned employee to assume or continue standby duties.

29.08 The Employer shall have the right to put an employee on standby duty in a specific instance where there is a requirement known in advance.

29.09 When there is a known requirement for standby duties on a continuing basis the Employer will use his best endeavours to distribute the standby duties on an equitable basis among qualified available employees and on a weekly basis.

29.10 An employee on standby who was called into work and who reports to work in accordance with the above shall be compensated in accordance with the Call-Back provisions of this Agreement.

29.11 In respect of employees of Foreign Affairs and International Trade who are posted abroad and where an employee is required to have a telephone installed, the Employer shall pay that portion of the employee's telephone installation and rental cost which exceeds the Ottawa rate for similar services.

29.12 The Employer agrees that in those areas where Electronic paging devices are both available and practicable they will be provided without cost to those employees on standby.

ARTICLE 30

SHIFT AND WEEKEND PREMIUMS

**

30.01 An employee will receive a shift premium of fifteen dollars (\$15) for each shift worked on the 16:00 to 24:00 evening shift and for each shift worked on the 00:00 to 08:00 night shift.

30.02 An employee who in the observance of a special shift schedule works four (4) or more hours during the period of either of the aforementioned shifts shall be paid the appropriate shift premium for such shift.

30.03 Where an operating employee's assigned work place has shift cycles which have scheduled shifts on Saturdays and Sundays and it is evident that these weekend shifts will be on a continuing basis and are not affected by seasonal operations, the employee shall receive a weekend premium of one dollar and fifty cents (\$1.50) per hour for all regular hours worked on Saturday and/or Sunday at his/her straight-time hourly rate in addition to the above shift premiums.

ARTICLE 31

SEA DUTY

**

31.01 Except for employees of the Department of National Defence when covered by Article 32, (Sea Trials' Allowance), any employee assigned to work aboard a ship shall be paid a Sea Duty Allowance of nineteen dollars (\$19) for each such night he/she is at sea.

31.02 Except for employees of the Department of National Defence when covered by Article 32 (Sea Trials' Allowance), any employee assigned to work aboard a ship shall be paid a Sea Duty Allowance, in addition to 31.01 above, of twenty-five dollars (\$25) for each night beyond forty-four (44) consecutive nights that he/she is at sea.

31.03 An employee required to report aboard ship sailing from home port outside his/her normally scheduled working hours and who is not required to work aboard ship on reporting will be paid a premium of one (1) hour's straight time.

31.04 When an employee is required to proceed to a Mobile Offshore Drilling Unit (MODU) or to board a vessel or submarine at sea by helicopter or vessel and is required to transfer from that helicopter or vessel to the Mobile Offshore Drilling Unit (MODU), vessel or submarine, he/she shall be paid a transfer allowance of ten dollars (\$10). If the employee leaves the Mobile Offshore Drilling Unit (MODU), vessel or submarine by similar transfer he/she shall be paid a further ten dollars (\$10).

ARTICLE 32
SEA TRIALS' ALLOWANCE

32.01

- (a) When an employee is required to be in a submarine during trials under the following conditions:
 - (i) he/she 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, short trials, battery ventilation trials or other recognized former trials, or the submarine is rigged for diving;

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

or
- (b) when an employee is required to proceed to sea beyond the harbour limits aboard a HMC Ship, Auxiliary Vessel or Yardcraft for the purpose of conducting trials, repairing defects or dumping ammunition;

or
- (c) when an employee is required to work in a shore-based work site in direct support of an ongoing sea trial;

he/she shall be compensated in accordance with clause 32.03.

32.02 Article 23.13 (Encroachment) shall be applied at the termination of the sea trial only.

32.03

- (a) He/she shall be paid at the employee's straight-time rate for all hours during his/her regularly scheduled hours of work and for all unworked hours aboard the vessel or at the shore-based work site.

- (b) He/she shall be paid overtime at time and one-half (1 1/2) the employee's straight-time hourly rate for all hours worked in excess of the regularly scheduled hours of work up to twelve (12) hours.
- (c) After this period of work, the employee shall be paid twice (2) his/her straight-time hourly rate for all hours worked in excess of twelve (12) hours.
- (d) After this period of work, the employee shall be paid three (3) times his/her straight-time hourly rate for all hours worked in excess of sixteen (16) hours.
- (e) Where an employee is entitled to triple (3) time in accordance with (d) above, the employee shall continue to be compensated for all hours worked at triple (3) time until he/she is given a period of rest of at least ten (10) consecutive hours.
- (f) Upon return from the sea trial, an employee who qualified under 32.03(d) shall not be required to report for work on his/her regularly scheduled shift until a period of ten (10) hours has elapsed from the end of the period of work that exceeded fifteen (15) hours.

32.04 In addition, an employee shall receive a submarine trials allowance equal to twenty-five per cent (25%) of his/her basic hourly rate for each completed one-half (1/2) hour he/she is required to be in a submarine during trials as per the conditions prescribed in sub-clause 32.01(a).

ARTICLE 33

FLYING PAY

33.01 An employee required to perform duties with equipment while in flight, such as flight calibration of magnetometer surveys, shall be paid an allowance of one hundred dollars (\$100) per month provided that he/she completes fifteen (15) hours in the performance of such duties each quarter. The Employer will make every reasonable effort to allocate such duties on an equitable basis among available qualified employees.

33.02 An employee in the Avionics Workshop of Transport Canada or in the Avionics Systems at CFB Cold Lake who is required to perform duties with equipment while in flight, who does not qualify for payment under 33.01, shall be paid a flying time premium of ten dollars and fifty cents (\$10.50) per hour or part thereof, while performing such work in flight authorized by his/her supervisor.

ARTICLE 34

PENOLOGICAL FACTOR ALLOWANCE

34.01 A Penological Factor Allowance shall be payable to incumbents in some positions in the bargaining unit which are in the Canadian Penitentiary Service, subject to the conditions set forth in Appendix "A" to this Agreement.

ARTICLE 35

WORKING CONDITIONS

35.01 In so far as is feasible, having regard to building and space limitations, the Employer will where alternate facilities are not available, provide proper accommodation for employees to have and/or to prepare their meals and where there is a requirement, to provide space to keep their clothes, tools and manuals.

35.02 Subject to the prior approval of the Master before work is commenced, an employee who is required to work in bilges and/or spaces below the bottom deck plates for periods in excess of fifteen (15) minutes, shall be paid, in addition to the appropriate rate of pay, an additional one-quarter (1/4) of his/her straight-time hourly rate of pay for every fifteen (15)-minute period, or part thereof, worked.

35.03 The Employer will ensure that a supply of water and a utensil capable of heating liquids (hot-cup) are made available to Technicians working at normal work sites where such facilities are not now available.

35.04 An employee who is required to repair buoys and other navigational equipment on open ice on Lac St. Pierre in the Province of Quebec shall be paid an extra allowance of thirteen dollars (\$13) for the time spent on open ice in any twenty-four hour (24) period

ARTICLE 36
ASSIGNED WORK PLACE

36.01 An employee shall have an assigned permanent headquarters and this shall be his/her work place. This shall be the point where the employee reports, commences and ends his/her day's work.

36.02 In the event that the employee's permanent headquarters is changed the Employer will give not less than one (1) month's notice in writing of the impending change.

ARTICLE 37
TEMPORARY ASSIGNMENT

37.01 When an employee is assigned to work at a location outside of his/her headquarters' area he/she shall be considered as being on temporary assignment until he/she returns to his/her headquarters' area or is permanently assigned to another headquarters' area. An employee on temporary assignment shall be entitled to reimbursement for all reasonable expenses in accordance with clause 27.02.

37.02 An employee on temporary assignment at a work place that is a work place of other employees shall have that work place designated as his/her report point where he/she shall commence and end his/her day's work.

37.03 The Employer agrees that temporary assignments to isolated posts for construction activities will be equally distributed, as far as practicable, amongst the available qualified construction Technicians in that region.

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37.04 Employees assigned away from their headquarters area on other than a training course for a period of seven (7) days or more shall be given seven (7) days' notice of such assignment. Where less than seven (7) days' notice is given, the employee shall be paid a premium equal to the amount shown in note 5 of Appendix "B" for the first day of the assignment for which he/she was not given seven (7) days' notice.

37.05 An employee who is assigned to a ship of the Employer to perform maintenance on the ship's electronic equipment as his/her primary duty on a

continuing basis at sea shall have that ship considered as his/her work place for the period of that temporary assignment.

37.06 An employee who is assigned to a ship of the Employer for scientific and/or research support or to operate electronic equipment on board that ship, shall have that ship considered as his/her work place for the period of that temporary assignment.

**

37.07 At the discretion of the Employer, employees on temporary assignment outside of their Headquarters area, other than those on training courses, may be given the opportunity to work overtime, where practicable and when work is available. Such work will be paid for at the appropriate overtime rate.

ARTICLE 38 OFFICER STATUS

38.01 An employee assigned to work aboard ship will be given accommodation equal to that afforded to Officers aboard that ship except where it is not operationally practicable or where space does not permit.

ARTICLE 39 GRIEVANCE PROCEDURE

39.01 Employee complaints or grievances will be dealt with in accordance with the procedure set forth in this Article the purpose of which is to secure prompt and fair disposition of grievances.

39.02 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council of the Public Service on items which may be included in a collective agreement and which the NJC parties to this agreement have endorsed, the grievance procedure will be in accordance with Section 14.0 of the NJC By-laws.

39.03 Definitions

(a) **Days**

All “days” referred to in this procedure are calendar days exclusive of Saturdays, Sundays and designated holidays.

(b) Immediate Supervisor

The “immediate supervisor” is the supervisor who has been specified by the Department to deal with complaints from employees in his/her work area, and to receive written grievances and process them to the appropriate step in the procedure.

(c) Management Representative

The “management representative” is the officer identified by the Employer as an authorized representative whose decision constitutes a step in the grievance procedure.

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39.04 Right to Present Grievances

Subject to and as provided in Section 208 of the *Public Service Labour Relations Act* an employee who feels that he/she has been treated unjustly or considers himself/herself aggrieved by any action or lack of action by the Employer in matters other than those which are dealt with in the classification grievance process is entitled to present a grievance in accordance with the procedure provided by this Article except that:

- (a) where there is another administrative procedure provided in or under any Act of Parliament to deal with his/her 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 relating thereto the employee is not entitled to present the grievance unless he/she has the approval of and is represented by the Local.

A grievance must be presented not later than thirty (30) days from the day on which the employee was notified, informed or otherwise became aware of the decision, situation or circumstance that is the subject of his/her grievance.

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

39.05 Representation

An employee may be assisted and/or represented by an authorized representative of the Local when presenting a complaint or grievance at any level. Such representative may meet with the Employer to discuss a complaint or grievance at each or any level of the grievance procedure.

When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him or her, the employee shall be informed that he or she is entitled to have an authorized representative of the Local attend the meeting.

39.06 Procedure - Complaints

An employee who has a complaint should attempt to resolve the same through discussion with his/her supervisor.

39.07 Level One (All Departments)

An employee may present his/her grievance in writing to his/her immediate supervisor within the thirty (30) day period referred to in 39.04 above. The immediate supervisor shall sign the form indicating the time and date received. A signed copy will be returned to the employee and a copy forwarded to the management representative authorized to make a decision at Level One. The management representative shall give his/her decision and reasons in writing as quickly as possible and not later than fifteen (15) days after the day on which the grievance was presented. The decision will be in writing and a copy will be returned, through the immediate supervisor, to the employee.

39.08 Level Two (All Departments except Foreign Affairs)

If a decision at Level One is not acceptable to the employee, the employee may, not later than ten (10) days after receipt of the decision at Level One, or if no decision was received, not later than fifteen (15) days after the last day on which he/she was entitled to receive a decision, complete the grievance transmittal form and present it to his/her immediate supervisor who will sign it indicating the time and date received. A copy will be returned to the employee and the employee representative if applicable. The management representative shall give his/her decision and reasons in writing as quickly as possible and not later than fifteen (15) days after the grievance was presented. The decision will be in writing and the employee copy will be returned, through the immediate supervisor, to the employee.

39.09 Final Level (All Departments)

If a decision at the level immediately preceding the Final Level is not acceptable to the employee, the employee may, not later than ten (10) days after receipt of the decision, or if no decision was received, not later than fifteen (15) days after the last day on which he/she was entitled to receive a decision, complete the grievance transmittal form and present it to his/her immediate supervisor who will sign it indicating the time and date received. A receipted copy will be returned to the employee and the employee representative, and a copy forwarded to the Deputy Minister or his/her delegated representative authorized to make a decision at the Final Level. The Deputy Minister or his/her delegated representative shall give his/her decision and reasons for his/her decision as quickly as possible and not later than thirty (30) days after the grievance was presented. The decision will be in writing and the employee copy will be returned, through the immediate supervisor, to the employee. The decision of the Deputy Minister or his/her delegated representative 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.

39.10 Copy to the Local

Where a grievance related to the interpretation or application in respect of an employee of a provision of this Collective Agreement or an Arbitral Award relating thereto or where the employee has indicated that he/she is being represented by the Local, a copy of the reply at each level of this procedure shall be forwarded to the authorized representative of the Local.

39.11 Termination Demotion or Indefinite Suspension Grievance

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- (a) A grievance resulting from the demotion or termination for cause pursuant to paragraph 12(1)(c), (d) or (e) of the *Financial Administration Act* of an employee shall begin at the Final Level of the grievance procedure. The written decision of the Deputy Minister or his/her delegated representative shall be given as quickly as possible and not later than fifteen (15) days after the grievance is presented. The fifteen (15)-day time limit may be extended to thirty (30) days by mutual agreement between the Employer and the employee.
- (b) A grievance resulting from the indefinite suspension of an employee once the period of indefinite suspension exceeds fifteen (15) days shall begin at the Final Level of the grievance procedure. The written decision of the

Deputy Minister or his/her delegated representative shall be given as quickly as possible and not later than fifteen (15) days after the grievance is presented. The fifteen (15) day time limit may be extended to thirty (30) days by mutual agreement between the Employer and the employee.

39.12 Time Off to Present Grievance

An employee may be granted time off during working hours to discuss a complaint or grievance provided prior permission of his/her supervisor is obtained.

An employee who is a representative of the Local may, with the permission of his/her supervisor, be granted time off during working hours to assist an employee in the presentation of a complaint or grievance. Where such assistance is given during working hours in the representative's area of jurisdiction he/she may be granted time off with pay, and where such assistance is given at locations other than in the representative's area of jurisdiction, leave without pay.

Employees and employees who are representatives of the Local, will not be entitled to be paid when a discussion or meeting on a complaint or grievance takes place outside their normal working hours. The Employer will make every reasonable attempt to schedule such meetings during normal working hours.

39.13 Permission to Enter Premises or Offices

An authorized representative of the Local may be permitted access to the Employer's premises to assist in the settlement of a grievance. The Local shall request such access from an authorized management representative in writing where time permits and verbally in other cases.

Where security clearance is required this clearance will not be unreasonably withheld.

39.14 Adjudication of Grievances

Where an employee has presented a grievance up to and including the Final Level in the grievance procedure with respect to:

- (a) the interpretation or application in respect of him/her of a provision of this Collective Agreement or an Arbitral Award relating thereto,

or

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

or

**

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

and his/her grievance has not been dealt with to his/her satisfaction, the employee may refer the grievance to adjudication.

Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him/her of a provision of this Collective Agreement or an Arbitral Award relating thereto, the employee is not entitled to refer the grievance to adjudication unless the Local signifies in prescribed manner:

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

39.15 Extension of Normal Time Limits

The time limits stipulated in this procedure may be extended by mutual agreement between the Management representative and the employee, and the Local representative where the Local is representing the employee.

39.16 Abandonment of Grievances

An employee may, by written notice to his/her immediate supervisor or local officer-in-charge, abandon a grievance at any time during the grievance process. If the grievance in question has been processed with the support of the Local, the Employer will notify the Local that the employee has abandoned the grievance. The abandonment of a grievance shall not prejudice the position of the Local in dealing with grievances of a similar nature.

Where an employee fails to present a grievance to the next higher level within the prescribed time limits the employee shall be deemed to have abandoned the grievance.

It is not the Employer's intent to deny any grievance as being untimely when failure to present the grievance within the time limits stipulated above is caused due to circumstances beyond the control of the grievor.

ARTICLE 40

JOINT CONSULTATION

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

40.02 The Employer will recognize committees of the Union for the purpose of consultation with management with a view to resolving problems which arise within the ambit of the joint consultation process, as follows:

- (a) A National Committee of the Union consisting of not more than five (5) employee representatives of the Union.
- (b) Regional Committees of the Union consisting of not more than three (3) employee representatives.
- (c) By agreement of the parties, and where circumstances warrant, local Unit Committees of the Union, consisting of not more than three (3) employee representatives, may be established for the purpose of consultation with local management.

40.03 It is agreed that a subject suggested for discussion may not be within the authority or jurisdiction of either the management or union representatives. In these circumstances, consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote understanding, but it is expressly understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to, or modify the terms of this Agreement.

40.04 Meetings with Regional Committees and the National Committee shall take place at least every six (6) calendar months. By agreement of the parties the frequency of meetings may be increased. The frequency of meetings with local Committees shall be determined by mutual agreement.

40.05 All meetings shall be held on the Employer's premises at a time and for a duration determined by mutual agreement.

40.06 Full-time employees forming the continuing membership of local Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.

40.07 A designated representative of the Union Committee and management shall exchange a written agenda for a meeting as early as possible prior to the effective date of the meeting, but in any case normally not less than fifteen (15) calendar days in advance.

40.08 It is agreed that the following matters will be subjects for joint consultation under clause 40.01:

- (a) housing;
- (b) parking (current arrangements, including prices charged);
- (c) training - Scheduling of study after normal working hours;
- (d) duration of tour and return of employees posted for lengthy terms of field survey or construction trips;
- (e) reserve;
- (f) compensation for technicians performing courier duties;
- (g) isolated posts - trip out for death in the family;
- (h) shift Scheduling - Shift Cycles.

ARTICLE 41

PREVIOUS RIGHTS

41.01 The coming in force of this Agreement will not serve to deny an employee any right previously enjoyed which flows from Acts, Regulations or Treasury Board Minutes then in force except to the extent that such rights are modified by the express provisions of this Agreement.

41.02 The Employer agrees to consult the Union before implementing any changes in terms and conditions of employment not covered by this Agreement.

41.03 The terms and conditions of employment about which the Employer agrees to consult in accordance with clause 41.02 shall extend to and include those terms and conditions of employment established by the following Regulations or Directives:

- (a) Travel Policy;
- (b) Foreign Service Directives;
- (c) Isolated Posts Directive;
- (d) Employer's share of premium payments for PSHCPM, Provincial and Supplementary Hospital Insurance.

ARTICLE 42

EMPLOYEE-OWNED MOTOR VEHICLE

42.01 Unless by prior agreement in writing between the employee and the Employer, no employee shall be required by the Employer to use his/her privately-owned motor vehicle on Employer business.

ARTICLE 43

TRAINING

On-Location Training

43.01 In recognition of changes taking place in the "state of the art" in the Electronics field, the Employer will continue to provide appropriate training manuals and, when operational requirements permit, to initiate and to facilitate relevant training and study sessions designed to improve the qualifications of an employee.

43.02 The parties agree to continue a joint committee established to enquire into the feasibility and ways and means of implementing an educational programme which will provide employees with the opportunity to improve their "state of the art" knowledge in the Electronics field and to make formal recommendations based on this study.

While the above programme shall be the Committee's first priority objective, there shall be no barrier to their discussing, exchanging information and making recommendations on subjects relating to the continuing technical development and training of employees in the Electronics Group.

The formal recommendations of the Committee will be submitted to the Employer for consideration and where found practicable will be initiated.

Such meetings shall normally occur at least four (4) times per year or more frequently if desired by the parties. There is no requirement for equal representation as the function of this Committee is such that the number of persons involved from either party may vary depending on the subject matter.

It is expressly understood that no commitment may be made by any member of the Committee on a subject that is not within his/her authority or jurisdiction nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

Off-Location Training

43.03 Days Off

The Employer shall, where practicable, schedule at least two (2) days off to which the employee would normally be entitled immediately preceding and immediately following training courses and in no case will an employee lose credit because of such training for days off to which he/she would normally be entitled.

43.04 Expenses

- (a) Employees attending training courses will be reimbursed for expenses incurred for accommodation, meals and incidentals in accordance with the Treasury Board Travel Policy.
- (b) An employee shall advise his/her supervisor, within one (1) week of being informed that he/she is to be assigned to an off-location training session, of any unusual related personal expenses he/she anticipates incurring as a result of attendance at such course. The supervisor shall thereupon decide whether or not to proceed with the assignment. If the decision is to proceed, and subsequently the employee's attendance at the course is cancelled or re-scheduled, any such expenses incurred by the employee will be reimbursed by the Employer. The employee will make every reasonable effort to mitigate any losses incurred and will provide proof of such action to the Employer.

43.05 Advance Notice

An employee required to attend a training course will, where practicable, be given two (2) months' advance notice of the nature and location of the course. However, an employee assigned to a training course outside of his/her headquarters area, which will necessitate his/her absence from his/her home for a period of more than ten (10) consecutive calendar days will be given a minimum of three (3) weeks' notice.

43.06

- (a) An employee will not be required to attend a course or series of courses in excess of twelve (12) continuous weeks' duration.
- (b)
 - (i) Courses which are primarily for employees and conducted by members of the Electronics Group shall operate on days otherwise recognized as designated holidays when such days occur within the course schedule.
 - (ii) Whenever the Employer can arrange courses, not conducted by members of the Electronics Group, to operate on days otherwise recognized as designated paid holidays they will do so and will advise the attendees of this requirement in advance.
 - (iii) All employees attending such courses on a designated paid holiday shall receive the equivalent of a day's straight-time pay and shall be credited with a lieu day as is appropriate under clause 26.05 or 26.09(a) and (b).
 - (iv) Where the Employer is unable to arrange for a course, attended by employees outside their assigned headquarters' area, to be conducted on what are otherwise considered to be designated paid holidays, the employees shall be notified of such in advance and the day in question shall be recognized as a holiday in accordance with clause 26.03 and shall constitute a deduction from lieu day credits as provided in 26.05, 26.07, 26.08, 26.09 or 26.11(b).
- (c) Clause (b) above shall apply to employees in Foreign Affairs and International Trade (DFAIT) only when they are required to attend courses outside their headquarters' area.

(d) The Employer will make every reasonable effort to ensure that training courses do not require employees to be away from their headquarters area between December 15th and January 5th.

43.07 If the Employer requires an employee to become proficient in the use of a second language, language training will be paid for by the Employer.

43.08 When training courses are given in locations where French is the employees' working language, such courses shall be conducted in the French language except where, because of the nature of the course content, the employees attending the course request that the instruction be given in the English language.

43.09 When, in connection with training courses given under the terms of this Article, the courses entail classroom or associated instruction of seven (7) or less hours per day, exclusive of a meal period, no overtime claim from participants will be recognized or paid, except as may be involved in travel immediately prior to or following the course from his/her residence to his/her place of lodging during the course and vice versa.

43.10 An employee assigned to a training course outside of his/her headquarters' area, which will necessitate his/her absence from his/her assigned work place for a period of more than fourteen (14) consecutive calendar days, will not be required to report for work on the day(s) he/she is assigned to travel to such training course. Except in respect of travel on a day of rest or a designated paid holiday, an employee will receive his/her normal salary for the day(s) but no additional payment will be made for time spent travelling unless such time exceeds eight (8) hours per day. Such excess hours will be paid at the rate of time and one-half (1 1/2).

43.11 On return from a training course outside of his/her headquarters area, which necessitated his/her absence from his/her assigned work place for a period of more than fourteen (14) consecutive calendar days, an employee may travel on the day his/her course terminates; but when the employee is given a following day or days off with pay for the purpose of travel, he/she shall receive no additional payment for time spent travelling unless such time exceeds eight (8) hours per day. Such excess hours will be paid at the rate of time and one-half (1 1/2).

43.12 Clause 43.10 and 43.11 shall not apply to an employee who lives at home while on an assigned training course.

43.13 Instructors will not be required to provide formal instruction (be formally in contact with the students in a classroom or laboratory environment) to students

in excess of an average of twenty (20) hours per week over a fiscal year. Such hours are part of the hours of work set out in clause 23.04.

ARTICLE 44

TECHNOLOGICAL CHANGE

44.01 Both parties recognize the overall advantages of technological change. Both parties will, therefore, encourage and promote technological change and improvements in the Electronics field.

44.02 With this in view, and recognizing the extensive lead time required for the selection, installation and proving of sophisticated electronic equipment, the Employer agrees to provide as much advance notice as is practicable but not less than six (6) months' notice to the Union of any major technological change in electronic equipment which would result in changes in the employment status or working conditions of employees as provided for in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change.

44.03 If, during the life of this Agreement, it becomes likely that an employee will become redundant, the Employer will notify the Union forthwith and agrees to meet with the Union within thirty (30) days of a written request by the Union to do so, to discuss the matter fully and, if necessary to ensure that all steps including those provided by the Employer's manpower adjustment procedures have been fully utilized.

ARTICLE 45

SAFETY AND SECURITY

45.01 The Employer shall make all reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on this subject and, to this end, local committees will continue to be utilized. These will be composed of Union and Employer representatives, will meet periodically for the correction of unsafe or potentially harmful work practices, will review and examine reports of serious accidents, and will carry out inspections of work sites when this is warranted by circumstances, and make recommendations.

45.02 In addition, a national committee composed of not less than three (3) Employer representatives and not less than three (3) Union representatives will be

established to review the activities and reports of the various local committees, to review accident frequency and accident severity records, to promote health and safety education on a national basis, and to recommend procedures and techniques designed or intended to prevent or reduce the risk of employee injury.

45.03 The Union agrees to participate on the above-mentioned safety committees and to make every effort to encourage its members to observe all safety rules and to use all the appropriate protective equipment and safeguards.

45.04 In the interests of safety the Employer will continue to provide all training it considers necessary to employees required to work on new equipment and facilities either by on-the-job training or by formal or informal training at factories or at Employer training schools. The Employer will also continue to provide training in safety practices to employees while attending technical courses at the Employer's schools.

45.05 The Employer shall provide medical services and facilities necessary for the treatment of occupational illness or injuries.

45.06 In the event of a fatal accident a representative of the Local will be invited to be present, where possible, in the Employer's investigation of the accident.

ARTICLE 46

FOREIGN AFFAIRS

46.01 Foreign Technicians

Foreign Technicians and Engineers shall not be permitted to work on Canadian-owned electronics equipment installed or maintained by the Infrastructure Technology Division without the approval of the Regional Technical Manager (RTM) or if he/she is not available, the Head of Mission (HOM) or delegate after consultation with the Infrastructure Technology Division (SXT) Ottawa. The RTM or HOM shall only give permission in emergency situations and the work performed shall be inspected by a DFAIT employee in the Electronics group at the next possible opportunity.

46.02 Facilities

Where building and space limitations permit, the Employer shall provide adequate and where possible separate workshop facilities at posts abroad.

46.03 Home Leave

Home leave will normally be taken immediately upon return to Canada for duty in Canada. At the request of an employee and where operational requirements permit, home leave may be deferred to a time mutually agreed upon by the employee and the Employer.

46.04 Posting

Upon request, the Employer shall advise an employee of his/her status for posting purposes.

The Employer shall advise an employee of any change in his/her status for posting purposes and, where possible, will provide reasons for the change.

An employee shall have the right to discuss his/her status for posting purposes with his/her assignment officer.

46.05 Diplomatic Mail

The Employer agrees to continue to provide employees with the use of the diplomatic mail service in conformity with the practice generally applicable throughout the Foreign Service.

46.06 Air Shipments

Where on removal to a post or return to Ottawa an employee, with the approval of the Employer engages in travel by land or sea, preceded or followed by travel by air, the Employer will bear the cost of forwarding by air for the latter portion of the journey the employee's accompanying baggage other than personal hand luggage. This cost will be borne provided a separate air shipment from the point of departure to the employee's destination has not been authorized. The weight limitation on air shipments shall be in accordance with current practice and subject to the approval of the Employer.

46.07 Passports

Diplomatic passports will be issued to employees in the Department of Foreign Affairs and International Trade posted or travelling abroad when the Employer considers necessary the protection provided by such passports.

46.08 Electronic Technologists or Technicians at posts abroad will be responsible to the Deputy Head of Post or Officer Delegate.

ARTICLE 47

POSTING

47.01 Whenever practicable, advance notice of a change in posting or a transfer shall be given to an employee. Such notice shall not normally be less than three (3) months. Every reasonable effort will be made to effect such posting or transfer of an employee during his/her children's vacations from school.

ARTICLE 48

EMPLOYEE PERFORMANCE REVIEW

AND EMPLOYEE FILES

48.01 When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read and understood. A copy of an employee's completed assessment form will be provided to the employee.

48.02 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the content of which the employee was not aware at the time of filing or within a reasonable period thereafter. In the case of discharge such evidence will be limited to the grounds stated in the notice of discharge given to the employee.

48.03 When an unsatisfactory report is placed on an employee's file, the employee concerned must be given an opportunity to sign the report in question to indicate that its contents have been read and understood.

48.04 Any document relating to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the infraction took place provided that no further occurrence of disciplinary action has been recorded during this subsequent period.

48.05 Upon written request of an employee, the personnel file of that employee may be made available once per year for his/her examination in the presence of an authorized representative of the Employer.

ARTICLE 49
LOSS OF PERSONAL EFFECTS

49.01 An employee who suffers loss of clothing or personal effects will be compensated in accordance with Order-in-Council, PC-1974-4/1946.

49.02 Where an employee is assigned to duty aboard a ship and suffers loss of clothing or personal effects (those which can reasonably be expected to accompany the employee aboard the ship) because of a marine accident or disaster, the employee shall be reimbursed the value of those articles up to a maximum of one thousand dollars (\$1,000) based on replacement cost less the usual rate of depreciation.

ARTICLE 50
TOOLS

50.01 The Employer agrees to continue its present practice of supplying tools where it considers them necessary.

50.02 Such tools remain the property of the Employer.

50.03 An employee who through neglect or negligence destroys or loses any of the tools issued to him/her by the Employer shall be held responsible for such damage or loss.

ARTICLE 51
MANUALS

51.01 The Employer agrees to continue the present practice of ensuring that employees have ready access to all manuals considered necessary to their work by the Employer, and manuals of a non-confidential nature relating to their terms and conditions of employment.

ARTICLE 52
POWER UNITS

52.01 Electronics personnel are not required to be responsible for the care and operation of gasoline/diesel power generating units.

52.02 While at equipment sites, electronics personnel may be required to perform regular plant run-ups, checking of oil or antifreeze levels and other minor inspections. An employee may also be required to perform minor maintenance/repair activities on environmental control systems such as the replacement or adjustment of modules and components.

52.03 It is recognized that at isolated work locations, where normal maintenance services are not available, employees may attempt to repair gasoline/diesel power generating units.

ARTICLE 53
FLYING ACCIDENTS

53.01 When an employee dies or is injured as a result of an unscheduled flight he/she is required to undertake, he/she or his/her estate shall be paid compensation with respect to flying accidents in accordance with the policy in effect at the time the accident occurred.

ARTICLE 54
PAY ADMINISTRATION

54.01 Entitlement to Pay

An employee, other than an employee paid acting pay, shall be paid for services rendered a rate of pay specified in Appendix "B" for his/her classification level prescribed in his/her certificate of appointment.

54.02 Rates of Pay and Effective Dates

The rates of pay in Appendix "B" shall be implemented as indicated therein.

54.03 Rates of Pay on Appointment

- (a) A person appointed to a classification level from outside the Public Service shall be paid at the minimum rate applying to that level except where the Employer, in its discretion, authorizes a higher rate of pay.
- (b) An employee appointed to a classification level from within the Public Service shall be paid a rate of pay as determined by the application of clause 54.04, 54.05 or 54.06 as applicable. See clauses 54.10, 54.11 and 54.12 for application on acting pay, and subsequent assignments and appointments.
- (c) An employee to whom sub-clause 54.03(a) applied and who was appointed above the minimum rate during a period where a pay increase becomes retroactive and who was notified in writing prior to his/her appointment that a negotiated retroactive pay increase would not apply to him/her shall, effective the date of his/her appointment, have his/her rate of pay on appointment altered to the rate in the new scale of rates for his/her classification level which is nearest to but not less than the rate at which the employee was appointed. Changes in the employee's rate of pay which took place during the retroactive period will be recalculated on the basis of that new rate.
- (d) When a person is appointed to the Public Service within one (1) year of having been laid off, he/she shall be paid in accordance with clause 54.04, 54.05 or 54.06 as if he/she were being appointed to a classification level from within the Public Service. For purposes of applying clause 54.04, 54.05 or 54.06 the employee's rate of pay "immediately before the appointment" shall be deemed to be the rate the employee was being paid when he/she was laid off, except that if the rate the employee was being paid when he/she was laid off has been revised subsequent to the employee being laid off the employee's rate of pay "immediately before the appointment" shall be deemed to be the revised rate.

54.04 Rate of Pay on Appointment to a Classification Level Having a Higher Maximum Rate

An employee appointed to a classification level having a maximum rate of pay four per cent (4%) or more greater than the maximum of his/her former substantive classification level shall be paid in his/her new classification level at the rate of pay, nearest to the rate he/she was entitled to in his/her substantive level immediately before the appointment that gives him/her an increase in pay of

not less than the smallest pay increment for his/her new classification level. If there is no such rate the employee shall be paid the maximum rate in his/her new scale.

54.05 Rate of Pay on Appointment to a Classification Level Having a Lower Maximum Rate

Note:

(Except in the case of reclassification of duties and responsibilities to a level having a lower maximum rate where clause 54.13 would apply.)

- (a) An employee appointed, other than for incompetence or incapacity, to a classification level having a lower maximum rate of pay than his/her former substantive classification level may be paid at a rate in the scale of rates for the new classification level to which he/she is appointed which is nearest to but not less than the rate of pay the employee was entitled to in his/her substantive level immediately before the appointment, or if there is no such rate, the employee shall be paid the maximum of his/her new scale of rates.
- (b) An employee appointed, because of his/her incompetence, to a classification level having a lower maximum rate of pay than his/her former classification level shall be paid in his/her new classification level at a rate of pay to be determined by the Employer.
- (c) An employee appointed, because of his/her incapacity, to a classification level having a lower maximum rate of pay than his/her former classification level shall be paid in his/her new classification level at a rate of pay to be determined by the Employer.

54.06 Rate of Pay on Appointment to a Classification Level Having -

- (a) the same maximum rate of pay,
- or
- (b) a maximum rate which exceeds the employee's former maximum rate by less than four per cent (4%).
- (c) An employee appointed to a classification level having the same maximum rate of pay as his/her former substantive classification level shall be paid a rate of pay in his/her new scale of rates nearest to but not

less than the rate he/she was entitled to in his/her substantive level immediately before the appointment.

- (d) An employee appointed to a classification level having a maximum rate of pay which exceeds the maximum rate of his/her former classification level by less than four per cent (4%) shall be paid a rate of pay in his/her new scale of rates nearest to but not less than the rate he/she was entitled to in his/her substantive level immediately before the appointment.

54.07 Rates of Pay on Appointment Where the Effective Date of Appointment Coincides With a Pay Increment Date and/or a Pay Revision Date

Where there is a coincidence of dates of appointment, pay increment and/or pay revision, the employee's rate shall be adjusted in the following sequence as applicable:

- (a) the employee shall receive his/her pay increment;
- (b) his/her rate of pay shall be revised;
- (c) his/her rate of pay on appointment shall be established in the revised scale of rates in the new classification level in accordance with the provisions of clause 54.04, 54.05 or 54.06.

54.08 Acting Pay

An employee who is required by the Employer to perform on an acting basis the duties of a higher position to which a higher rate of pay would apply, if appointed for a period of at least three (3) consecutive scheduled working days, shall be paid acting pay from the date on which he/she commenced to act as if he/she were appointed to the higher position.

Acting pay will be recalculated as the result of any pay increment or any change to the range of rates in the employee's substantive position or any change to the range of rates in the higher position.

Where such recalculation results in a rate of pay which is equal to or less than the employee's previous acting rate of pay, the employee shall retain the previously established acting rate of pay.

54.09 Temporary Assignment

An employee of the Public Service from outside the bargaining unit who is temporarily assigned to, and performs for at least ten (10) consecutive working days, the duties of a classification level in the bargaining unit having a higher maximum rate of pay than the maximum rate of pay for the classification level held by him/her, shall be paid from the first day of his/her temporary assignment the rate of pay of the higher classification level as if he/she had been appointed to the higher classification level-

54.10 Pay of an Employee on Termination of Acting Pay within the Bargaining Unit or Termination of Temporary Assignment Outside the Bargaining Unit

- (a) On termination of acting pay within the bargaining unit or termination of a temporary assignment outside the bargaining unit, an employee shall be entitled to pay from the date of termination as if he/she had remained in his/her substantive classification level in the bargaining unit. The rate so determined shall also be the employee's rate of pay for the purpose of calculating a new rate of pay for any appointment, acting pay within the bargaining unit or temporary assignment outside the bargaining unit which coincides with the termination date.
- (b) Where an employee on acting pay or on temporary assignment is appointed to the classification level in which he/she is acting or temporarily assigned, the employee shall continue to be paid in that classification level at the rate of pay he/she is receiving and his/her service in that classification level shall be recognized in determining his/her increment date.

54.11 Subsequent Assignments or Appointment to a Higher Level

- (a) An employee already in receipt of acting pay who is either assigned on an acting basis, or appointed on a substantive basis, to a higher classification level than the one at which he/she was previously acting, shall be paid at a rate of pay calculated pursuant to clause 54.04 or 54.06.
- (b) Notwithstanding (a) above, should such rate of pay be less than the employee's previous acting rate of pay, the employee shall be paid at the rate of pay in the higher classification level that is nearest to but not less than the previous acting rate of pay.

- (c) Should the employee then revert to the previous acting duties, the employee shall be paid at the rate of pay that would have been paid had the previous acting duties been continuously performed.

54.12 Subsequent Assignments or Appointments to a Lower Level

An employee already in receipt of acting pay who is either assigned on an acting basis, or appointed on a substantive basis, to a lower classification level than the one at which he/she was previously acting, shall be paid at a rate of pay calculated pursuant to clause 54.04, 54.05 or 54.06, and his/her service in the higher classification level shall be recognized in determining his/her increment date.

54.13 Rate of Pay on Reclassification of Duties and Responsibilities to a Level With a Lower Maximum Rate

Where an employee's duties and responsibilities are reclassified to a level with a lower maximum rate of pay than the level at which he/she is being paid, the following shall apply:

- (a) Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.
- (b) Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent, this may be cited as Salary Protection Status and subject to Section (c)(ii) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level.
- (c)
 - (i) The Employer will make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position.
 - (ii) In the event that an incumbent declines an offer of transfer to a position as in (i) above in the same geographic area, without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.

54.14 Pay Increments

- (a) Except as provided in sub-clause 54.14(b) an employee's salary shall be increased by a pay increment on completion of the pay increment period specified in Appendix "B".
- (b) The Employer may deny a pay increment to an employee if it is satisfied the employee is not performing the duties of his/her position satisfactorily. Where the Employer intends to deny a pay increment from an employee it shall, at least two (2) weeks but not more than six (6) weeks before the due date for the pay increment to the employee, give the employee, in writing the reason for the denial.
- (c) Where the Employer has denied an increment it may grant the increment on any Monday prior to the expiry of the increment period following and the employee shall retain his/her increment date. The Employer shall review the employee's performance three (3) months after the date of denial and decide whether or not the employee's increment should be granted.
- (d) The pay increment date of an employee who has an established quarterly increment date shall be the Monday nearest to that quarterly increment date.
- (e) The pay increment date of an employee who is appointed in accordance with sub-clause 54.03(a), 54.04, 54.05(b) or 54.05(c) shall be the first Monday following completion of his/her pay increment period specified in Appendix "B".
- (f) The increment of an employee appointed in accordance with clause 54.05(a) or 54.06 will become due at the end of the increment period specified in Appendix "B" calculated from the date from which his/her increment period would have been calculated in his/her former classification level.
- (g) This clause does not apply to an employee who is on leave without pay except when the leave without pay is for a period of three (3) months or less or is on leave of absence for military leave, education leave or on election to a full-time municipal office or on leave as per Article 16.

54.15 Implementation of a New Classification Standard

If, during the term of this Agreement, the Employer establishes and implements a new classification standard, the Employer, following consultation with the Local may apply rates of pay to the classification levels of the standard. If the Local does not agree to the rates as final rates, they shall be considered temporary rates and the Employer will negotiate the rates of pay with the Local. The rates of pay finally agreed will be effective retroactively to the date the temporary rates of pay were applied by the Employer.

54.16 Payment Following Death of Employee

When an employee dies the Employer shall pay to the estate of that employee the amount of pay the employee would have received but for his/her death for the period from the date of the employee's death to the end of the month in which the employee's death occurred.

54.17

- (a) The Employer will endeavour to make cash payments for overtime premium and shift differential within four (4) weeks following the end of the calendar month in which they are earned.
- (b) The Employer will endeavour to make cash payments in settlement of travel claims within six (6) weeks of the submission of the claim by the employee.

54.18 When an employee, through no fault of his/her own, has been overpaid, the paying office will, before recovery action is implemented, advise the employee of the intention to recover the overpayment. Where the amount of overpayment is in excess of fifty dollars (\$50), and where the employee advises his/her Local Management that the stated recovery action will create a hardship, arrangements will be made by the Department with the paying office to limit recovery action to not more than 10% of the employee's pay each period until the entire amount is recovered.

Note: Public Service

For the purpose of this Article, "Public Service" means that part in respect of which Her Majesty as represented by the Treasury Board is the Employer.

ARTICLE 55
MISCELLANEOUS

55.01 Except as otherwise provided in Articles 12, 15, 22, 26, 28, 30 and Appendix "B" (Check-off, Time Off for Local Business, Severance Pay, Designated Holidays, Call-Back, Shift and Weekend Premiums and Pay Rates), the terms and conditions of employment for seasonal employees are not altered by this Agreement.

ARTICLE 56
DIVING DUTY ALLOWANCE

56.01 Qualified personnel performing assigned diving duties shall be paid an extra allowance of twelve dollars and fifty cents (\$12.50) per hour. The minimum allowance shall be for two (2) hours per dive.

A dive is the total of any period or periods of time during any eight (8) hour period in which an employee carries out required underwater work with the aid of self-contained air supply.

ARTICLE 57
REDUNDANCY

57.01 If, during the life of this agreement it becomes likely that an employee's services will no longer be required, the Employer agrees to give as much advance notice as is practicable but not less than three (3) months' notice to the Union and agrees to meet with the union within thirty (30) days of a written request by the union to do so, to discuss the matter fully and, if necessary to ensure that all steps including those provided by the Employer's manpower adjustment procedures have been fully utilized.

****ARTICLE 58**
PART-TIME EMPLOYEES

58.01 Definition

Part-time employee means an employee whose normal scheduled hours of work on average are less than thirty-seven decimal five (37.5) hours per week.

General

58.02 Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal scheduled weekly hours of work compare with the normal weekly hours of work of full-time employees unless otherwise specified in this Agreement.

58.03 Notwithstanding clause 58.02, there shall be no prorating of a “day” under clause 18.02, Bereavement Leave With Pay.

58.04 Part-time employees shall be paid at the hourly rate of pay for all work performed up to seven decimal five (7.5) hours in a day or thirty-seven decimal five (37.5) hours in a week.

58.05 The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days and a minimum of thirty-seven decimal five (37.5) hours in a week at the hourly rate of pay.

58.06 Part-time employees shall receive in lieu of designated holidays a premium of four point two five per cent (4.25%) for all straight-time hours worked during the period of part-time employment.

ARTICLE 59
AGREEMENT RE-OPENER CLAUSE

59.01 This Agreement may be amended by mutual consent.

ARTICLE 60
DURATION AND RENEWAL

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

**

60.02 This Agreement shall expire on August 31, 2007.

**

60.03 The provisions of this Agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of signing.

SIGNED AT OTTAWA, this 22nd day of the month of December 2005.

THE TREASURY BOARD
OF
CANADA

LOCAL 2228 OF THE
INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS



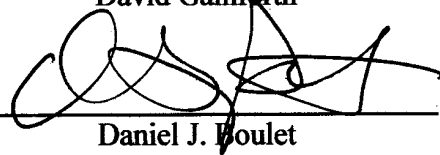
Hélène Laurendeau



David Gainforth



Marc Thibodeau



Daniel J. Boulet



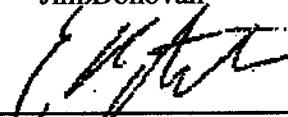
B.L. Anstey



Jim Donovan



René L. Guerrette



Ed Fletcher



Louise Richer



Peter Kohl



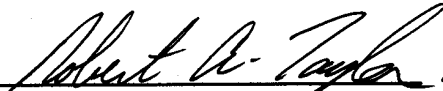
Laudalina Santos-Lanthier



Richard Reeves



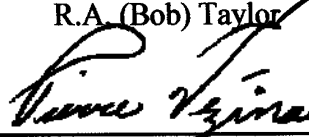
Michel Scott



R.A. (Bob) Taylor



Gérald L. Toupin



Pierre Vézina

THE TREASURY BOARD
OF
CANADA

LOCAL 2228 OF THE
INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS



Kelli Traverse



David J. Waters

APPENDIX “A”

PENOLOGICAL FACTOR ALLOWANCE

General

**

1. The Penological Factor Allowance (PFA) is used to provide additional compensation to an incumbent of a position who, by reason of duties being performed in a penitentiary, as defined in the *Corrections and Conditional Release Act* as amended from time to time, assumes additional responsibilities for the custody of inmates other than those exercised by the Correctional Group.

**

2. The payment of the allowance for the penological factor is determined by the designated security level of the penitentiary as determined by Correctional Services Canada. For those institutions with more than one (1) designated security level (i.e. multi-level institutions), the PFA shall be determined by the highest security level of the institution.

Amount of PFA

**Penological Factor Allowance
Designated Security level of the Penitentiary**

Maximum	Medium	Minimum
\$2,000	\$1,000	\$600

Application of PFA

3. Penological Factor Allowance shall only be payable to the incumbent of a position on the establishment of, or loaned to, Correctional Staff Colleges, Regional Headquarters, and National Headquarters, when the conditions described in Section 1 above are applicable.

**

4. The applicability of PFA to a position and the position’s level of PFA entitlement shall be determined by the Employer following consultation with the bargaining agent.

5. Except as prescribed in Section 8 below, an employee shall be entitled to receive PFA for any month in which he/she receives a minimum of ten (10) days' pay in a position to which PFA applies.

**

6. Except as provided in Section 7 below, PFA shall be adjusted when the incumbent of a position to which PFA applies, is appointed or assigned duties in another position to which a different level of PFA applies, regardless of whether such appointment or assignment is temporary or permanent, and for each month in which an employee performs duties in more than one (1) position to which PFA applies, the employee shall receive the higher allowance, provided he/she has performed duties for at least ten (10) days as the incumbent of the position to which the higher allowance applies.

**

7. When the incumbent of a position to which PFA applies is temporarily assigned to a position to which a different level of PFA, or no PFA applies, and when the employee's basic monthly pay entitlement in the position to which he/she is temporarily assigned, plus PFA, if applicable, would be less than his/her basic monthly pay entitlement plus PFA in his/her regular position, the employee shall receive the PFA applicable to his/her regular position.

8. An employee will be entitled to receive PFA, in accordance with the PFA applicable to his/her regular position:

- (a) during any period of paid leave up to a maximum of sixty (60) consecutive calendar days,

or

- (b) during the full period of paid leave where an employee is granted injury-on-duty leave with pay because of an injury resulting from an act of violence from one or more inmates.

9. PFA shall not form part of an employee's salary except for the purposes of the following:

Public Service Superannuation Act
Public Service Disability Insurance Plan
Canada Pension Plan
Quebec Pension Plan
Employment Insurance
Government Employees Compensation Act
Flying Accident Compensation Regulations

10. If, in any month, an employee is disabled or dies prior to establishing an entitlement to PFA, the PFA benefits accruing to him/her or his/her estate shall be determined in accordance with the PFA entitlement for the month preceding such disablement or death.

****APPENDIX "B-1"****EL - ELECTRONICS GROUP****ANNUAL RATES OF PAY**

(in dollars)

- A) Effective September 1, 2004**
B) Effective September 1, 2005
C) Effective September 1, 2006
 (Arbitral Award - October 6, 2005)

EL-01

From:	\$	27753	29043	30344	31644	32945	34241	35535
To:	A	28377	29696	31027	32356	33686	35011	36335
	B	29058	30409	31772	33133	34494	35851	37207
	C	29784	31169	32566	33961	35356	36747	38137

EL-01 (cont'd)

From:	\$	36829	38123	39647
To:	A	37658	38981	40539
	B	38562	39917	41512
	C	39526	40915	42550

EL-02

From:	\$	38171	39634	42795	45959	47799
To:	A	39030	40526	43758	46993	48874
	B	39967	41499	44808	48121	50047
	C	40966	42536	45928	49324	51298

EL-03

From:	\$	42398	44018	47523	51034	53075
To:	A	43352	45008	48592	52182	54269
	B	44392	46088	49758	53434	55571
	C	45502	47240	51002	54770	56960

EL-04

From:	\$	47264	49075	50895	52716	54825	56798
To:	A	48327	50179	52040	53902	56059	58076
	B	49487	51383	53289	55196	57404	59470
	C	50724	52668	54621	56576	58839	60957

EL-05

From:	\$	52404	54428	56446	58466	60805	62994
To:	A	53583	55653	57716	59781	62173	64411
	B	54869	56989	59101	61216	63665	65957
	C	56241	58414	60579	62746	65257	67606

EL-06

From:	\$	57836	60075	62321	64566	67148	69566
To:	A	59137	61427	63723	66019	68659	71131
	B	60556	62901	65252	67603	70307	72838
	C	62070	64474	66883	69293	72065	74659

EL-07

From:	\$	63361	65706	68053	70399	73216	75850
To:	A	64787	67184	69584	71983	74863	77557
	B	66342	68796	71254	73711	76660	79418
	C	68001	70516	73035	75554	78577	81403

EL-08

From:	\$	68401	70803	73205	75608	78631	81461
To:	A	69940	72396	74852	77309	80400	83294
	B	71619	74134	76648	79164	82330	85293
	C	73409	75987	78564	81143	84388	87425

EL-09

From:	\$	73448	76056	78663	81268	84517	87561
To:	A	75101	77767	80433	83097	86419	89531
	B	76903	79633	82363	85091	88493	91680
	C	78826	81624	84422	87218	90705	93972

Notes:

1. The weekly, daily and hourly rates of pay shown in Appendices “B-2”, “B-3” and “B-4” have been determined from the annual rates shown in Appendix “B-1” and have been rounded to the nearest cent.

Pay Adjustment Administration

2. An employee shall be paid on the relevant effective dates in the A, B, and C scales of rates in Appendix B at the rate of pay which is immediately below the employee’s former rate of pay.

Pay Increment Period

**

3. The pay increment period for a full-time employee is 52 weeks. A part-time employee shall be eligible to receive a pay increment after one thousand nine hundred and fifty (1950) hours paid at the straight-time rate.
4. Where the rates of pay set forth in Appendix “B” have an effective date prior to the date of signing of this Agreement, the following shall apply:

**

- (a) “retroactive period” for the purpose of sub-clauses (b) to (e) means the period from the effective date of the revision up to and including the day prior to the date of signing of the Agreement or when an arbitral award is rendered therefor;
- (b) 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;
- (c) for initial appointments from outside the Public Service which occurred during the retroactive period, the rate of pay shall be determined in accordance with clause 54.03(c) of the Agreement;

**

- (d) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with clauses 54.03, 54.04, 54.05 and 54.06 of the Agreement, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate which is nearest to but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
 - (e) no payment or no notification shall be made pursuant to Note 4 for one dollar (\$1) or less.
5. The amount shown hereunder represents 4 hours' pay of the EL-4 maximum hourly rate rounded up to the nearest five cents (5 cents).
 - (a) September 1, 2004 - \$118.75
 - (b) September 1, 2005 - \$121.60
 - (c) September 1, 2006 - \$124.60
 6. The amount shown hereunder represents 3 hours' pay of the EL-5 maximum hourly rate rounded up to the nearest five cents (5 cents).
 - (a) September 1, 2004 - \$98.80
 - (b) September 1, 2005 - \$101.15
 - (c) September 1, 2006 - \$103.65
 7. The amount shown hereunder represents 3 hours' pay of the EL-5 maximum hourly rate plus five dollars (\$5.00) rounded up to the nearest five cents (5 cents).
 - (a) September 1, 2004 - \$103.80
 - (b) September 1, 2005 - \$106.15
 - (c) September 1, 2006 - \$108.65

8. The amount shown hereunder represents 3 hours' pay of the EL-5 maximum hourly rate plus ten dollars (\$10.00) rounded up to the nearest five cents (5 cents).
- (a) September 1, 2004 - \$108.80
 - (b) September 1, 2005 - \$111.15
 - (c) September 1, 2006 - \$113.65
9. The amount shown hereunder represents 11.25 times the EL-4 maximum hourly rate rounded up to the nearest ten cents (10 cents).
- (a) September 1, 2004 - \$333.90
1/2 day - \$167.00
 - (b) September 1, 2005 - \$341.90
1/2 day - \$171.00
 - (c) September 1, 2006 - \$350.50
1/2 day - \$175.30

****APPENDIX "B-2"****EL - ELECTRONICS GROUP****WEEKLY RATES OF PAY**

(in dollars)

- A) Effective September 1, 2004**
B) Effective September 1, 2005
C) Effective September 1, 2006
 (Arbitral Award - October 6, 2005)

EL-01

From:	\$	531.91	556.64	581.57	606.49	631.42
To:	A	543.87	569.15	594.66	620.13	645.62
	B	556.92	582.82	608.94	635.02	661.11
	C	570.84	597.38	624.16	650.89	677.63

EL-01 (cont'd)

From:	\$	656.26	681.06	705.86	730.66	759.87
To:	A	671.02	696.39	721.75	747.11	776.97
	B	687.12	713.11	739.08	765.05	795.61
	C	704.29	730.93	757.55	784.17	815.51

EL-02

From:	\$	731.58	759.62	820.20	880.85	916.11
To:	A	748.05	776.72	838.66	900.66	936.71
	B	766.00	795.37	858.79	922.28	959.20
	C	785.15	815.24	880.25	945.34	983.17

EL-03

From:	\$	812.60	843.64	910.82	978.11	1017.23
To:	A	830.88	862.62	931.31	1000.11	1040.11
	B	850.81	883.32	953.66	1024.11	1065.07
	C	872.09	905.40	977.50	1049.72	1091.69

EL-04

From:	\$	905.86	940.57	975.45	1010.35	1050.77	1088.58
To:	A	926.23	961.73	997.39	1033.08	1074.42	1113.08
	B	948.46	984.80	1021.33	1057.88	1100.20	1139.80
	C	972.17	1009.43	1046.86	1084.33	1127.70	1168.30

EL-05

From:	\$	1004.37	1043.16	1081.84	1120.55	1165.38	1207.34
To:	A	1026.97	1066.64	1106.18	1145.76	1191.60	1234.49
	B	1051.61	1092.25	1132.72	1173.26	1220.20	1264.13
	C	1077.91	1119.56	1161.05	1202.58	1250.71	1295.73

EL-06

From:	\$	1108.48	1151.39	1194.44	1237.47	1286.95	1333.30
To:	A	1133.41	1177.30	1221.31	1265.31	1315.91	1363.29
	B	1160.61	1205.55	1250.61	1295.67	1347.50	1396.01
	C	1189.63	1235.70	1281.87	1328.06	1381.19	1430.91

EL-07

From:	\$	1214.37	1259.31	1304.30	1349.26	1403.25	1453.73
To:	A	1241.70	1287.64	1333.64	1379.62	1434.82	1486.45
	B	1271.50	1318.54	1365.65	1412.74	1469.26	1522.12
	C	1303.30	1351.50	1399.78	1448.06	1506.00	1560.16

EL-08

From:	\$	1310.97	1357.00	1403.04	1449.10	1507.03	1561.27
To:	A	1340.46	1387.53	1434.61	1481.70	1540.94	1596.40
	B	1372.64	1420.84	1469.03	1517.25	1577.93	1634.72
	C	1406.95	1456.36	1505.75	1555.18	1617.37	1675.58

EL-09

From:	\$	1407.70	1457.68	1507.65	1557.57	1619.84	1678.19
To:	A	1439.38	1490.47	1541.57	1592.63	1656.30	1715.94
	B	1473.92	1526.24	1578.56	1630.85	1696.05	1757.13
	C	1510.77	1564.40	1618.02	1671.61	1738.44	1801.06

****APPENDIX "B-3"****EL - ELECTRONICS GROUP****DAILY RATES OF PAY**

(in dollars)

- A) Effective September 1, 2004**
B) Effective September 1, 2005
C) Effective September 1, 2006
 (Arbitral Award - October 6, 2005)

EL-01

From:	\$	106.38	111.33	116.31	121.30	126.28
To:	A	108.77	113.83	118.93	124.03	129.12
	B	111.38	116.56	121.79	127.00	132.22
	C	114.17	119.48	124.83	130.18	135.53

EL-01 (cont'd)

From:	\$	131.25	136.21	141.17	146.13	151.97
To:	A	134.20	139.28	144.35	149.42	155.39
	B	137.42	142.62	147.82	153.01	159.12
	C	140.86	146.19	151.51	156.83	163.10

EL-02

From:	\$	146.32	151.92	164.04	176.17	183.22
To:	A	149.61	155.34	167.73	180.13	187.34
	B	153.20	159.07	171.76	184.46	191.84
	C	157.03	163.05	176.05	189.07	196.63

EL-03

From:	\$	162.52	168.73	182.16	195.62	203.45
To:	A	166.18	172.52	186.26	200.02	208.02
	B	170.16	176.66	190.73	204.82	213.01
	C	174.42	181.08	195.50	209.94	218.34

EL-04

From:	\$	181.17	188.11	195.09	202.07	210.15	217.72
To:	A	185.25	192.35	199.48	206.62	214.88	222.62
	B	189.69	196.96	204.27	211.58	220.04	227.96
	C	194.43	201.89	209.37	216.87	225.54	233.66

EL-05

From:	\$	200.87	208.63	216.37	224.11	233.08	241.47
To:	A	205.39	213.33	221.24	229.15	238.32	246.90
	B	210.32	218.45	226.54	234.65	244.04	252.83
	C	215.58	223.91	232.21	240.52	250.14	259.15

EL-06

From:	\$	221.70	230.28	238.89	247.49	257.39	266.66
To:	A	226.68	235.46	244.26	253.06	263.18	272.66
	B	232.12	241.11	250.12	259.13	269.50	279.20
	C	237.93	247.14	256.37	265.61	276.24	286.18

EL-07

From:	\$	242.87	251.86	260.86	269.85	280.65	290.75
To:	A	248.34	257.53	266.73	275.92	286.96	297.29
	B	254.30	263.71	273.13	282.55	293.85	304.42
	C	260.66	270.30	279.96	289.61	301.20	312.03

EL-08

From:	\$	262.19	271.40	280.61	289.82	301.41	312.25
To:	A	268.09	277.51	286.92	296.34	308.19	319.28
	B	274.53	284.17	293.81	303.45	315.59	326.94
	C	281.39	291.27	301.15	311.04	323.47	335.12

EL-09

From:	\$	281.54	291.54	301.53	311.51	323.97	335.64
To:	A	287.88	298.09	308.31	318.53	331.26	343.19
	B	294.78	305.25	315.71	326.17	339.21	351.43
	C	302.15	312.88	323.60	334.32	347.69	360.21

****APPENDIX "B-4"****EL - ELECTRONICS GROUP****HOURLY RATES OF PAY**

(in dollars)

- A) Effective September 1, 2004**
B) Effective September 1, 2005
C) Effective September 1, 2006
 (Arbitral Award - October 6, 2005)

EL-01

From:	\$	14.18	14.84	15.51	16.17	16.84
To:	A	14.50	15.18	15.86	16.54	17.22
	B	14.85	15.54	16.24	16.93	17.63
	C	15.22	15.93	16.64	17.36	18.07

EL-01 (cont'd)

From:	\$	17.50	18.16	18.82	19.48	20.26
To:	A	17.89	18.57	19.25	19.92	20.72
	B	18.32	19.02	19.71	20.40	21.22
	C	18.78	19.49	20.20	20.91	21.75

EL-02

From:	\$	19.51	20.26	21.87	23.49	24.43
To:	A	19.95	20.71	22.36	24.02	24.98
	B	20.43	21.21	22.90	24.59	25.58
	C	20.94	21.74	23.47	25.21	26.22

EL-03

From:	\$	21.67	22.50	24.29	26.08	27.13
To:	A	22.16	23.00	24.83	26.67	27.74
	B	22.69	23.56	25.43	27.31	28.40
	C	23.26	24.14	26.07	27.99	29.11

EL-04

From:	\$	24.16	25.08	26.01	26.94	28.02	29.03
To:	A	24.70	25.65	26.60	27.55	28.65	29.68
	B	25.29	26.26	27.24	28.21	29.34	30.39
	C	25.92	26.92	27.92	28.92	30.07	31.15

EL-05

From:	\$	26.78	27.82	28.85	29.88	31.08	32.20
To:	A	27.39	28.44	29.50	30.55	31.78	32.92
	B	28.04	29.13	30.21	31.29	32.54	33.71
	C	28.74	29.85	30.96	32.07	33.35	34.55

EL-06

From:	\$	29.56	30.70	31.85	33.00	34.32	35.55
To:	A	30.22	31.39	32.57	33.74	35.09	36.35
	B	30.95	32.15	33.35	34.55	35.93	37.23
	C	31.72	32.95	34.18	35.41	36.83	38.16

EL-07

From:	\$	32.38	33.58	34.78	35.98	37.42	38.77
To:	A	33.11	34.34	35.56	36.79	38.26	39.64
	B	33.91	35.16	36.42	37.67	39.18	40.59
	C	34.75	36.04	37.33	38.61	40.16	41.60

EL-08

From:	\$	34.96	36.19	37.41	38.64	40.19	41.63
To:	A	35.75	37.00	38.26	39.51	41.09	42.57
	B	36.60	37.89	39.17	40.46	42.08	43.59
	C	37.52	38.84	40.15	41.47	43.13	44.68

EL-09

From:	\$	37.54	38.87	40.20	41.54	43.20	44.75
To:	A	38.38	39.75	41.11	42.47	44.17	45.76
	B	39.30	40.70	42.09	43.49	45.23	46.86
	C	40.29	41.72	43.15	44.58	46.36	48.03

MEMORANDA OF UNDERSTANDING

The following Memoranda of Understanding shall be effective on the date of signature and shall expire on August 31, 2007.

SIGNED AT OTTAWA, this 22nd day of the month of December 2005.

THE TREASURY BOARD
OF
CANADA

LOCAL 2228 OF THE
INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS




Hélène Laurendeau



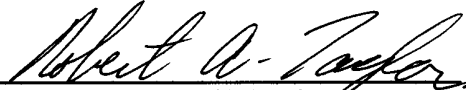
David Gainforth



Marc Thibodeau



Daniel J. Boulet



R.A. (Bob) Taylor

MEMORANDA OF UNDERSTANDING INDEX

- 1-07 Level Examinations/Transport Canada/Fisheries and Oceans Canada
- 2-07 Work Sites/Egress Difficulties
- 3-07 Isolated Areas/Environment Allowance
- 4-07 Isolated Posts/Length of Assignment
- 5-07 Isolated Posts/Hours of Work
- 6-07 Shipping/Private Automobile
- 7-07 Vehicle/Liability
- 8-07 Development of Employees and Examiner Premium (DEEP)
- 9-07 Punch Clocks
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MEMORANDUM OF UNDERSTANDING

**SUBJECT: Level Examinations/Transport Canada/
Fisheries and Oceans Canada**

This will confirm the understanding reached in negotiations re the above.

Level examinations in Transport Canada and Fisheries and Oceans Canada will no longer be mandatory. A moratorium will be applied to such examinations until such time as their status has been determined following discussions in the joint committee provided for in Article 43.

MEMORANDUM OF UNDERSTANDING**SUBJECT: Work Sites/Egress Difficulties**

This will confirm the understanding reached between the parties during negotiations of the collective agreement applying to employees in the Electronics Group.

It is recognized that at some isolated and remote work sites a variety of conditions can make egress so difficult that an employee cannot leave the site at the completion of his/her assigned work. Such sites frequently are stocked with emergency food supplies and provision may be made for the employee to sleep overnight. Typical of such sites are certain mountain-top VOR sites, some lighthouse sites and remote sites in arctic regions.

When, as a result of conditions beyond the employee's control, the employee must remain at such a site, he/she will be given equivalent time off for the period he/she is required to remain at the site in an unproductive state beyond his/her normal hours of work. When work assignments are authorized normal overtime conditions will prevail during this period. Examples of sites that are recognized as meeting these requirements are: Whitehorse VOR, Enderby VOR, Landsdowne and Attawapiskat. During the term of this Agreement, it shall be open to the parties to apply the intent of this memorandum to other sites in specific cases by means of consultation between the parties.

The same provisions shall also apply to an employee assigned to perform a specific duty or duties on board a ship with no expectation of sailing with that ship but the ship sails before the employee completes his/her assignment and the employee is prevented from leaving that ship.

In addition, the same provisions shall apply to an employee assigned to perform duties on a Mobile Offshore Drilling Unit (MODU), when, following completion of his/her assignment, the employee is unable to depart as scheduled due to conditions outside of his/her control.

Every reasonable effort will be made to grant equivalent time off at a mutually acceptable time but if at the end of a fiscal year any time off still remains due to the employee, it shall be liquidated by the Employer by payment at the employee's straight-time hourly rate.

MEMORANDUM OF UNDERSTANDING**SUBJECT: Isolated Areas/Environment Allowance**

This memorandum applies only to those Electronic Technicians previously covered by the Field Survey Allowance, T.B. 607764 of May 2, 1963.

The Employer recognizes that the payment of an Environment Allowance within the provisions of the Isolated Posts Directive is more appropriate for employees proceeding into isolated areas for temporary periods than the Field Survey Allowance.

Accordingly, the Employer discontinued the Field Survey Allowance effective March 31, 1972. Effective April 1, 1972, the Employer provided a per diem Environment Allowance determined by the utilization of the same criteria used to establish the "Classification of Posts for the Environment Allowance" and the rates for single personnel established in respect of such Environment Allowance.

The Environment Allowance will not be paid where an employee is in receipt of any allowance under the Relocation Policy, Sea Duty Allowance provided in the Electronics Group Collective Agreement, or any allowance associated with the former Field Survey Allowance.

To be eligible for this new Environment Allowance, the employee's temporary period in isolation must be for a period of thirty (30) consecutive calendar days or more.

MEMORANDUM OF UNDERSTANDING

SUBJECT: Isolated Posts/Length of Assignment

This is to advise you of an understanding reached during the negotiation of the collective agreement between the Treasury Board as Employer and the International Brotherhood of Electrical Workers bargaining on behalf of the Electronics Group.

It was agreed that, operational requirements permitting, the attached guidelines will continue to be implemented relative to the future assignment of employees in the Electronics Group to isolated posts.

ISOLATED POSTS

Guidelines for assignments to isolated posts in the 1 and 2 categories as listed in “Schedule A - Classification of Isolated Posts” in the Isolated Posts Directive.

Single Employee

Maximum Posting - One (1) year with a minimum of two (2) years following completion of such an assignment before re-assignment to a post in the same category.

Married - Accompanied by Family

Maximum Posting - Two (2) years with a minimum of three (3) years following completion of such an assignment before re-assignment to a post in the same category.

Married - Unaccompanied by Family

Maximum Posting - Six (6) months with a minimum of two (2) years following completion of such an assignment before re-assignment to a post in the same category.

Employees may request, in writing, an extension of the limits of the time spent at isolated posts categories 1 and 2 with the understanding that it is not normally the policy of the Employer to assign such employees for more than four (4) consecutive years to isolated posts categories 1 and 2.

Where an employee is on temporary assignment to an isolated post level 1 or 2 for periods in excess of two (2) months, those periods shall be credited to the employee and count towards satisfying the maximum requirements listed above.

MEMORANDUM OF UNDERSTANDING**SUBJECT: Isolated Posts/Hours of Work**

This is to confirm the understanding reached in negotiations on behalf of the Electronics Group with respect to excess hours at Isolated Posts, on board ship or on field projects.

It is agreed that when an employee is assigned to an isolated post, on board ship or a field project where the regularly scheduled hours of work are in excess of normal hours of work, such hours of work shall not be reduced during the life of this Agreement.

If the Employer contemplates any reduction in such hours, it will notify the Union and, if requested by the Union within thirty (30) days of such notice shall within thirty (30) days of the receipt of the request provide the Union with an opportunity to consult on the proposed changes at the Regional Headquarters of the area involved.

Changes may be implemented within ninety (90) days after notice has been given to the Union providing thirty (30) days' notice has been given to the employees concerned.

The elimination from the schedule of hours in addition to those specified in paragraph 2 which were made necessary by a seasonal requirement shall not constitute a reduction of hours for the purpose of this memorandum.

MEMORANDUM OF UNDERSTANDING**SUBJECT: Shipping/Private Automobile**

This will confirm the understanding reached during negotiations regarding the shipment of the private automobile of an employee who is transferred and who elects to use alternate means of transportation. The employee (excluding one covered by Foreign Service Directives) will be allowed to include in his/her household effects one private car.

MEMORANDUM OF UNDERSTANDING**SUBJECT: Vehicle/Liability**

This will confirm that the Employer will, subject to this memorandum, 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 memorandum 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.

MEMORANDUM OF UNDERSTANDING**SUBJECT: Development of Employees and
Examiner Premium (DEEP)**

An employee at the EL-3 level and above of the Ministry of Transport Facility Engineering and Systems Development Branch who, in accordance with the current Ministry of Transport Facility Engineering and Systems Development Branch Standards and Procedures 1-1 ELCERT-1-1 Certification Program, is qualified and is required by the Employer

- (a) to assess the technical proficiency of employees seeking system or equipment certification authority by acting as Proficiency Examiner, and/or
- (b) to provide development of employees in the achievement of stated Position Technical Qualification Requirements.

shall be entitled to receive an annual premium of seven hundred and eighty dollars (\$780) which shall be paid on a monthly basis in the amount of sixty-five dollars (\$65) per month for each month in which the employee has earned at least ten (10) days' pay commencing with the month in which the employee becomes qualified to perform such activity.

The Ministry of Transport Facility Engineering and Systems Development Branch Standards and Procedures 1-1 ELCERT-1-1 Certification Program do not form part of this Collective Agreement.

MEMORANDUM OF UNDERSTANDING

SUBJECT: Punch Clocks

This letter will confirm an understanding reached with the International Brotherhood of Electrical Workers during the recently concluded negotiations. It was agreed that members of the Electronics Bargaining Unit would not be required to register attendance by means of a punch clock.

10-07

MEMORANDUM OF UNDERSTANDING**SUBJECT: Professional Development**

The purpose of this memorandum is to confirm the understanding reached in negotiations between the parties with respect to working together to study the feasibility of implementing a Professional Development Program for members of Local 2228 working within various departments of the federal Public Service.

The goal of the parties would be the establishment of developmental and progression programs for the purpose of further enhancing the skills, knowledge, abilities, competencies and qualifications of electronic technologists/technicians.

The Program would recognise both departmental and employee objectives and interests related to employee training and skills.

11-07

MEMORANDUM OF UNDERSTANDING**SUBJECT: Department of National Defence/Battery Testing**

This is to confirm the understanding reached in negotiations on behalf of the Electronics Group in respect to the application of clause 23.14 at certain Department of National Defence establishments.

It is understood that at certain Department of National Defence establishments, component and battery testing will require the application of the above clause when the military specifications call for a test of over seven hundred and twenty (720) hours. However, the Employer is to be held blameless should the components or batteries being tested fail thereby shortening the test to less than thirty (30) days.

12-07

MEMORANDUM OF UNDERSTANDING**SUBJECT: Electronics Systems Instructors Orientation**

This will confirm the understanding reached in negotiations in respect to the Electronic Systems Instructors employed at the Nav Canada Training Institute (Cornwall, Ontario) and at the Canadian Coast Guard College at Sydney (Sydney, Nova Scotia).

The parties agree to the principle that an Electronic Systems Instructor be relatively familiar with the operational environment and current field maintenance methods, practices and procedures.

In this respect, the Employer agrees to:

1. Provide orientation to new instructors of non-DFO background in DFO organizational structures, organizational objectives and relevant administration, documentation and procedures.
2. Allow an instructor to gain or re-gain appreciation of the operational environment and the applicable current field maintenance methods, practices and procedures, by providing the opportunity to visit field facilities away from the institute for a total of 5 days in any 3-year period.

MEMORANDUM OF UNDERSTANDING**SUBJECT: Shipboard Assignment/Rotation**

This is to confirm the understanding reached in negotiations with respect to ship board assignment during Arctic and other ice-breaking voyages.

To ensure a consistent approach to extended tours of duty and to reduce possible adverse effects on employees while ensuring that operational needs are met, the following guidelines have been issued to managers:

1. The replacement of Technicians should occur coincident with the planned replacement of the ship's crew. Crew changes are scheduled prior to Arctic operations at roughly the mid-point of the voyages. Crew changes may occur after six (6) weeks, but are not likely to be later than eight (8) weeks after the beginning of the assignment. If operationally feasible, a T&E manager may effect the replacement of a Technician during the helicopter's crew change.
2. A Technician should not leave his/her assigned duty on board a specific ship until his/her replacement is on board and briefed.
3. Employees should be advised that because of operational requirements and weather conditions, the intended crew change at the mid-point of the voyage may vary, but such occurrences would be exceptional.
4. Technicians who wish to extend their period of assignment aboard ship to the next foreseen change date or to the termination of the voyage should make a written request to the Supervisor through normal channels. This request should be made prior to departure or be received by the supervisor at least 15 days prior to the scheduled change, in order to avoid any inconvenience to replacement Technicians.
5. Situations where the rotation after eight (8) weeks has not been effected, together with the surrounding circumstances should be recorded for use in possible future surveys.

These guidelines are not intended to deny any of the benefits accruing to the Electronic Technicians under their collective agreement.

MEMORANDUM OF UNDERSTANDING

SUBJECT: New Employees/Shop Steward

This memorandum refers to discussions that the parties had with respect to information meetings between a shop steward and new employees.

It is agreed that when there is a regional orientation program for new employees who will be initially assigned to a remote area which does not have a union representative, an opportunity will be provided for a shop steward to meet such new employees during the orientation program. The scheduling and duration of such a meeting shall be as determined by the Employer.

MEMORANDUM OF UNDERSTANDING**SUBJECT: Leave for Union Business**

This is to confirm the arrangement for time off required by Local 2228 members, granted under clause 15.04, 15.05, 15.07 and/or 15.08 of the Electronics Group Agreement.

The arrangement for leave without pay granted under clauses 15.04, 15.05, 15.07 and/or 15.08 is that this leave will be paid for by the Employer, pursuant to this Memorandum of Understanding. The Bargaining Agent shall then compensate the Employer by remitting an amount equivalent to the actual gross salary paid for each person-day, in addition to which shall also be paid the Employer by the Bargaining Agent an amount equal to 15.5% of the actual gross salary paid for each person-day, which represents the Employer's contribution to Superannuation, Canada Pension Plan, Employment Insurance, Medicare and such other benefits accrued to employees by virtue of their working.

As soon as possible after the signing date of the new Collective Agreement, the Employer will invoice the Bargaining Agent for the amount owed the Employer by virtue of this understanding. The amount of the gross salaries and the number of days involved for each employee will be included in the statement; the calculation of the 15.5% as above will also be figured in the said statement.

The Bargaining Agent agrees to compensate the Employer for the full amount of the invoice within ninety (90) days of the date of the invoice.

MEMORANDUM OF UNDERSTANDING**SUBJECT: Foreign Affairs/Mail Service**

This is to confirm the understanding reached in negotiations on behalf of the Electronics Group with respect to the balloting of employees in the Department of Foreign Affairs and International Trade and to the use of that Department's mail services in certain circumstances.

When agreement on all terms and conditions of employment has been reached as a result of the current negotiations between the Treasury Board and Local 2228 of the International Brotherhood of Electrical Workers, the latter will provide to the Department of Foreign Affairs and International Trade a draft of a telegram summarizing the terms of the agreement. The telegram (which is not to exceed 750 words) will be transmitted to posts at which technicians are stationed. The telegram will be sent "unclassified-routing" with the comment by the Department of Foreign Affairs and International Trade that communicators at posts are to work no overtime in handling the telegram. The Department of Foreign Affairs and International Trade will also authorize heads of post to report by telegram to the Department the results of the balloting. Copies of these incoming telegrams will be made available to a representative appointed by the Union.

The Department of Foreign Affairs and International Trade will provide the use of its diplomatic mail services to posts abroad having special mailing privileges to assist the Union in conducting union elections and referenda. Posts abroad having special privileges are defined in the Department of Foreign Affairs and International Trade Manual of Procedures. They are posts at which local mailing service is considered to be inadequate or insecure. The Employer agrees to this arrangement on the understanding that each Union election ballot kit will weigh no more than three (3) ounces.

The Union is expected to make separate arrangements for mailing ballot kits and referenda ballots to posts where mailing services are considered satisfactory by the Employer.