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Agreement between the Treasury Board and The Canadian Association of Professional Radio Operators

Group: Radio Operations
(All Employees)

CODE: 409/2000

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Canada

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(All Employees)

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Expiry Date: 30 April 2001

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TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1	PURPOSE OF AGREEMENT	1
2	INTERPRETATION AND DEFINITIONS	1
3	APPLICATION.....	3
4	OFFICIAL TEXTS.....	3
5	STATE SECURITY.....	4
6	FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT.....	4
7	MANAGERIAL RESPONSIBILITIES	4
8	RECOGNITION	4
9	REPRESENTATIVES.....	5
10	TECHNOLOGICAL CHANGE	6
11	CHECK-OFF	7
12	INFORMATION	8
13	INFORMATION FOR EMPLOYEES.....	9
14	USE OF EMPLOYER FACILITIES	9
15	LEAVE - GENERAL	10
**16	VACATION LEAVE WITH PAY	11
**17	SICK LEAVE WITH PAY	15

18	LEAVE WITH OR WITHOUT PAY FOR CAPRO BUSINESS OR FOR OTHER ACTIVITIES UNDER THE <i>PUBLIC SERVICE STAFF RELATIONS ACT</i>	16
**19	OTHER LEAVE WITH OR WITHOUT PAY	20
20	DESIGNATED PAID HOLIDAYS.....	37
**21	HOURS OF WORK AND OVERTIME	41
22	TRAVELLING	46
**23	SHIFT AND WEEKEND PREMIUMS	48
24	CALL-BACK PAY	48
25	REPORTING PAY	49
26	STANDBY	50
27	SEVERANCE PAY	51
28	PAY ADMINISTRATION.....	52
29	EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE WITH PAY	55
30	USE OF EMPLOYEE-OWNED MOTOR VEHICLES	57
31	ILLEGAL STRIKES	57
32	EMPLOYEES ON INDUSTRIAL PREMISES	57
33	SAFETY AND HEALTH.....	58
34	GRIEVANCE PROCEDURE	58
35	JOINT CONSULTATION	63
36	CONTRACTING OUT.....	65

37	NATIONAL JOINT COUNCIL AGREEMENTS	65
38	EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES.....	65
39	NOTICE OF TRANSFER.....	66
40	STATEMENT OF DUTIES.....	66
41	AGREEMENT REOPENER CLAUSE	66
42	ALLOWANCES	66
43	MARINE DISASTER	67
44	NO DISCRIMINATION	67
**45	PART-TIME EMPLOYEES	67
46	SHIFT PRINCIPLE	71
**47	DURATION.....	72
**APPENDIX “A”		74
	RO - RADIO OPERATIONS GROUP ANNUAL RATES OF PAY	74
**APPENDIX “A-1”		76
	RO - RADIO OPERATIONS GROUP WEEKLY, DAILY AND HOURLY RATES OF PAY.....	76

**APPENDIX “B”	78
MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE CANADIAN ASSOCIATION OF PROFESSIONAL RADIO OPERATORS IN RESPECT OF THE ADMINISTRATION OF DESIGNATED PAID HOLIDAYS FOR CERTAIN RADIO OPERATORS	78
APPENDIX “C”	80
SPECIAL PROVISION INSTRUCTORS.....	80
**APPENDIX “D-1”	81
MEMORANDUM OF AGREEMENT BETWEEN THE TREASURY BOARD OF CANADA AND THE CANADIAN ASSOCIATION OF PROFESSIONAL RADIO OPERATORS FOR THE NON-OPERATING EMPLOYEES OF THE RADIO OPERATIONS GROUP	81
**APPENDIX “E-1”	86
MEMORANDUM OF AGREEMENT BETWEEN THE TREASURY BOARD OF CANADA AND THE CANADIAN ASSOCIATION OF PROFESSIONAL RADIO OPERATORS IN RESPECT OF THE RADIO OPERATIONS GROUP BARGAINING UNIT	86

**Asterisks denote changes from the previous Collective Agreement.

ARTICLE 1

PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and CAPRO, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.

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

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) **“CAPRO”** means the Canadian Association of Professional Radio Operators;
- (b) **“allowance”** means compensation payable for the performance of special or additional duties;
- (c) **“bargaining unit”** means the employees of the Employer in the Radio Operations Group, Technical Category, as described in the certificate issued by the Public Service Staff Relations Board on December 18, 1984;
- (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 a full-time 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 paid holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave or absent from duty without permission;
- (g) **“designated paid 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 paid 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 paid holiday in this Agreement;
- (h) **“employee”** means an employee as described in the *Public Service Staff Relations Act*, and who is a member of the bargaining unit;
- (i) **“Employer”** means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board;
- (j) **“hourly rate of pay”** means a full-time employee’s weekly rate of pay divided by 37.5;
- (k) **“layoff”** means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function;
- (l) **“leave”** means authorized absence from duty by an employee during his regular or normal hours of work;
- (m) **“membership dues”** means the dues established pursuant to the constitution of CAPRO as the dues payable by its members as a consequence of their membership in CAPRO, and shall not include any initiation fee, insurance premium, or special levy;
- (n) **“remuneration”** means pay and allowances;
- (o) **“weekly rate of pay”** means an employee’s annual rate of pay divided by 52.176;

- (p) a “**common-law spouse**” relationship is said to exist when, for a continuous period of at least one (1) year, an employee has lived with a person, publicly represented that person to be his/her spouse, and lives and intends to live with that person as if that person were his/her spouse,

and
- (q) words importing the masculine gender include the feminine gender.

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

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

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

ARTICLE 3 APPLICATION

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

ARTICLE 4 OFFICIAL TEXTS

4.01 Both English and French texts of this Agreement are 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 In the event that any law passed by Parliament, applying to public servants covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

**ARTICLE 7
MANAGERIAL RESPONSIBILITIES**

7.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the Public Service.

**ARTICLE 8
RECOGNITION**

8.01 The Employer recognizes CAPRO as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the 18th day of December, 1984, covering employees of the Radio Operations Occupational Group in the Technical Category.

ARTICLE 9

REPRESENTATIVES

9.01 The Employer acknowledges the right of CAPRO to appoint employees as Representatives.

9.02 The Employer and CAPRO shall determine the jurisdiction of each Representative having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure.

9.03 CAPRO shall notify the Employer promptly and in writing of the names of its Representatives. It is mutually understood that CAPRO may delegate this responsibility.

9.04 A Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate with fellow employees complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the Representative shall report back to his supervisor before resuming his normal duties.

9.05 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 CAPRO attend the meeting. The unavailability of an authorized representative will not delay the meeting more than twenty-four (24) hours from the time of notification to the employee. The authorized representative's attendance can be satisfied by telephone communication.

9.06 At any administrative inquiry, hearing or investigation conducted by the Employer into an operating irregularity, where the actions of a Marine Communication and Traffic Services Officer (MCTSO) may have had a bearing on the events or circumstances leading thereto, and the officer is required to appear at the administrative inquiry, hearing or investigation being conducted into such irregularity, he or she may be accompanied by an employee representative of his or her choice. The unavailability of the authorized representative will not delay the inquiry, hearing or investigation more than twenty-four (24) hours from the time of notification to the employee.

ARTICLE 10
TECHNOLOGICAL CHANGE

10.01 The parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the National Joint Council Work Force Adjustment agreement concluded by the parties will apply. In all other cases the following clauses will apply.

10.02 In this Article “Technological Change” means:

- (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized;

and

- (b) a change in the Employer’s operation directly related to the introduction of that equipment or material.

10.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer’s operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

10.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) days written notice to CAPRO of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

10.05 The written notice provided for in clause 10.04 will provide the following information:

- (a) the nature and degree of change;
- (b) the anticipated date or dates on which the Employer plans to effect change;
- (c) the location or locations involved.

10.06 As soon as reasonably practicable after notice is given under clause 10.04, the Employer shall consult with CAPRO concerning the effects of the technological change referred to in clause 10.04 on RO bargaining unit employees. Such consultation will include but not necessarily be limited to the following:

- (a) The approximate number, class and location of employees likely to be affected by the change.
- (b) The effect the change may be expected to have on working conditions or terms and conditions of employment of employees.

10.07 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of his substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

ARTICLE 11

CHECK-OFF

11.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.

11.02 CAPRO shall inform the Employer in advance in writing of the authorized monthly deduction to be checked off for each employee.

11.03 For the purpose of applying clause 11.01, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.

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

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

11.06 The amounts deducted in accordance with clause 11.01 shall normally be remitted to Treasurer of CAPRO (by cheque) by the fifteenth (15th) day of the calendar month following the month in which union dues were deducted, and shall be accompanied by particulars identifying each employee and deductions on his or her behalf.

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

11.08 CAPRO 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 12 INFORMATION

12.01 The Employer will provide CAPRO with the following information on a twice yearly basis pertaining to all employees in the radio operations bargaining unit:

- (a) employee's name;
- (b) classification;
- (c) location;

- (d) list of new employees;
- (e) list of employees who left the bargaining unit.

ARTICLE 13 INFORMATION FOR EMPLOYEES

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

ARTICLE 14 USE OF EMPLOYER FACILITIES

14.01 An accredited representative of CAPRO may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance, and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer.

14.02 The Employer may permit CAPRO 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 CAPRO to convene a meeting. CAPRO shall insure the orderly and proper conduct of the members who attend such meetings and agrees to be responsible for leaving facilities in good order after use.

14.03 Reasonable space on bulletin boards will be made available to CAPRO for the posting of official CAPRO notices in convenient locations as determined by the Employer. Notices or other material shall require the prior approval of the Employer, except notices of meetings of their members and elections of CAPRO representatives, the names of CAPRO representatives and social and recreational events.

14.04 The Employer will also continue its present practice of making available to CAPRO specific locations on its premises for the placement of reasonable quantities of literature of CAPRO.

ARTICLE 15
LEAVE - GENERAL

- 15.01** An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of his vacation and sick leave credits.
- 15.02** The amount of leave with pay credited to an employee by the Employer at the time when this Agreement is signed, or at the time when he becomes subject to this Agreement, shall be retained by the employee.
- 15.03** An employee shall not be granted two (2) different types of leave with pay in respect of the same period of time.
- 15.04** When an employee who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, he is entitled during his period of leave to receive the allowance if the special or extra duties in respect of which he is paid the allowance were assigned to him on a continuing basis, or for a period of two (2) or more months prior to the period of leave.
- 15.05** 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 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.
- 15.06** An employee is not entitled to leave with pay during periods he is on leave without pay, on educational leave or under suspension.
- 15.07** When an employee becomes subject to this Agreement, the accrued leave credits shall be converted from days to hours. When this Agreement ceases to apply to an employee, the accrued leave credits shall be converted from hours to days on the basis that seven decimal five (7.5) hours equals one (1) day.
- 15.08** When leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the employee would normally have been scheduled to work on that day.

ARTICLE 16
VACATION LEAVE WITH PAY

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

Accumulation of Vacation Leave Credits

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

- (a) six decimal two five (6.25) hours for an employee who has completed up to one (1) year of service;
- (b) nine decimal three seven five (9.375) hours for an employee who has completed more than one (1) year of service;
- (c) twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;

**

- (d) fourteen decimal three seven five (14.375) hours commencing with the month in which the employee's seventeen (17th) anniversary of service occurs;
- (e) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;

**

- (f) seventeen decimal five (17.5) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;
- (g) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-ninth (29th) anniversary of service occurs;
- (h) however, an employee who is entitled to or who has received furlough leave shall have the vacation leave credits, earned under this article, reduced by three decimal one two five (3.125) hours per month from the beginning of the month in which the employee completes his or her twentieth (20th) year of service until the beginning of the month in which the employee completes his twenty-fifth (25th) year of service.

- (i) For the purpose of clause 16.02 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 (1) year following the date of lay-off.

Entitlement to Vacation Leave With Pay

16.03 An employee is entitled to vacation leave with pay to the extent of his 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.

Scheduling of Vacation Leave With Pay

16.04 An employee shall take vacation leave on the basis of the schedule he is working. In scheduling vacation leave with pay to an employee the Employer shall, subject to the operational requirements of the service, make every reasonable effort:

- (a) to schedule the employee his vacation leave during the vacation year in which it is earned;
- (b) to comply with any request made by an employee before January 31 that he be permitted to use in the following vacation year any period of vacation leave of thirty (30) hours or more earned by him in the current year;
- (c) to ensure that approval of an employee's request for vacation leave is not unreasonably denied;
- (d) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or other employees, according to the wishes of the employee.

16.05 The Employer shall give an employee as much notice as is practicable and reasonable of approval, denial or cancellation of a request for vacation or furlough leave. In the case of denial, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.

16.06 Where in respect of any period of vacation leave, an employee is granted:

- (a) bereavement leave with pay,
or
- (b) leave with pay because of illness in the immediate family,
or
- (c) is granted sick leave on production of a medical certificate,

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

16.07 Where in any vacation year an employee has not been granted all of the vacation leave with pay credited to him, the unused portion of his vacation leave shall be carried over into the following vacation year. In cases where vacation credits from the previous vacation year have not been fully utilized by the end of the next vacation year any outstanding carry-over vacation credits will be paid off in an amount equal to the product obtained by multiplying the number of hours of such excess vacation leave credits by the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his substantive position on the last day of the vacation year.

Recall from Vacation Leave With Pay

16.08

- (a) The Employer will make every reasonable effort not to recall an employee to duty after he has proceeded on vacation leave with pay.
- (b) Where, during any period of vacation leave or furlough leave with pay an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs:
 - (i) in proceeding to his place of duty,

and

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

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

- (c) The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 16.08(b) to be reimbursed for reasonable expenses incurred by him.

Leave When Employment Terminates

16.09 When an employee dies or otherwise ceases to be employed, he or his estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation and furlough leave with pay to his credit by the hourly rate of pay as calculated from the classification prescribed in his certificate of appointment on the date of the termination of his employment, except that the Employer shall grant the employee any vacation and furlough leave earned but not used by him before the employment is terminated by lay-off if the employee so requests because of a requirement to meet minimum continuous employment requirements for severance pay.

16.10 In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee, as calculated from the classification prescribed in his certificate of appointment on the date of the termination of his employment.

16.11 Notwithstanding clause 16.09, an employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in clause 16.09, if he requests it within six (6) months following the date upon which his employment is terminated.

Advance Payments

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

Cancellation of Vacation Leave

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

ARTICLE 17

SICK LEAVE WITH PAY

Credits

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

Granting of Sick Leave

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

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

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

**

17.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the

requirements of clause 17.02(a), if the total number of days of sick leave with pay granted in a fiscal year does not exceed ten (10) days solely on the basis of statements signed by the employee. The Employer may extend the above time limits based on individual circumstances.

17.04 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 17.02, sick leave with pay may, at the discretion of the Employer, be granted:

(a) for a period of up to one hundred eighty-seven decimal five (187.5) hours if he is awaiting a decision on an application for injury-on-duty leave,

or

(b) for a period of up to one hundred twelve decimal five (112.5) hours in all other cases,

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

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

ARTICLE 18

LEAVE WITH OR WITHOUT PAY FOR CAPRO BUSINESS OR FOR OTHER ACTIVITIES UNDER THE *PUBLIC SERVICE STAFF RELATIONS ACT*

Complaints made to the Public Service Staff Relations Board Pursuant to Section 20 of the *Public Service Staff Relations Act*

18.01 When operational requirements permit, the Employer will grant leave with pay:

(a) to an employee who makes a complaint on his own behalf, before the Public Service Staff Relations Board,

and

- (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of CAPRO making a complaint.

Applications for Certification, Representations and Interventions with respect to Applications for Certification

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

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

and

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

18.03 The Employer will grant leave with pay:

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

and

- (b) when operational requirements permit, to an employee called as a witness by an employee or CAPRO.

Arbitration Board and Conciliation Board Hearings

18.04 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing CAPRO before an Arbitration Board or Conciliation Board.

18.05 The Employer will grant leave with pay to an employee called as witness by an Arbitration Board or Conciliation Board and, when operational requirements permit, leave with pay to an employee called as a witness by CAPRO.

Adjudication

18.06 When operational requirements permit, the Employer will grant leave with pay to an employee who is:

- (a) a party to the adjudication,
- (b) the representative of an employee who is a party to an adjudication,
and
- (c) a witness called by an employee who is a party to an adjudication.

Meetings During the Grievance Process

18.07 When operational requirements permit, the Employer will grant to an employee:

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

18.08 When an employee wishes to represent, at a meeting with the Employer, an employee who has presented a grievance, the Employer will arrange the meeting having regard to operational requirements, and will grant leave with pay to the representative when the meeting is held in his headquarters area and leave without pay when the meeting is held outside his headquarters area.

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

Contract Negotiation Meetings

18.10 When operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of CAPRO.

Preparatory Contract Negotiation Meetings

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

Meetings Between CAPRO and Management Not Otherwise Specified in this Article

18.12 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of CAPRO.

CAPRO Executive Council Meetings, Congress and Conventions

18.13 When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend national executive meetings and conventions of CAPRO and the Canadian Federation of Labour.

Representatives' Training Courses

18.14 When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a Representative on behalf of CAPRO to undertake training related to the duties of a Representative. The Employer shall be given a minimum of fifteen (15) days notice of the commencement of such training course.

Election To Full-Time Office

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

CAPRO Business

18.16 Where operational requirements, as determined by the Employer, permit, the Employer will grant leave of absence without pay for a specified period, to an employee appointed by the Association to handle business on behalf of CAPRO.

Notice Requirements

18.17 Leave with or without pay for purposes described in this Article shall be requested in writing to the Employer as far in advance as possible of the date leave is to commence, but normally not less than fifteen (15) calendar days in advance.

ARTICLE 19

OTHER LEAVE WITH OR WITHOUT PAY

Marriage Leave With Pay

19.01 After the completion of one (1) year's continuous employment in the Public Service an employee who gives the Employer at least five (5) days' notice, shall be granted thirty-seven decimal five (37.5) hours leave with pay for the purpose of getting married.

Bereavement Leave With Pay

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

- (a) When a member of his immediate family dies, an employee shall be entitled to a bereavement period of four (4) consecutive calendar days, including the day of the funeral. During such period he shall be paid for those days which are not regularly scheduled days of rest for that employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (b) An employee is entitled to up to one (1) day's bereavement leave with pay for the purpose related to the death of his grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

- (c) If, during a period of compensatory leave, an employee is bereaved in circumstances under which he would have been eligible for leave under paragraph 19.02(a) or (b) of this clause, he shall be granted leave and his compensatory leave credits shall be restored to the extent of any concurrent leave granted.
- (d) 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 paragraphs 19.02(a) and (b).

Court Leave with Pay

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19.03 The Employer shall grant leave with pay to an employee for the period of time he is compelled:

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

or

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- (c) by subpoena, summons or other legal instrument to attend as a witness in any proceeding 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 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.

Personnel Selection Leave With Pay

19.04 Where an employee participates in a personnel selection process for a position in the Public Service, as defined in the *Public Service Staff Relations Act*, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required. This clause applies equally in respect of the personnel selection process related to deployment.

Maternity Leave Without Pay

19.05

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
 - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
 - or
 - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

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

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 17, Sick Leave With Pay. For purposes of this subparagraph, the terms “illness” or “injury” used in Article 17, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

19.06 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
 - (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - (ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the

Employment Insurance Act in respect of insurable employment with the Employer,

and

- (iii) has signed an agreement with the Employer stating that:
- (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) within eighteen (18) months following her return to work, as described in section (A), should she claim the full seventeen (17) weeks of maternity allowance, she will work a number of hours paid at the straight time calculated by multiplying the number of hours in the work week on which her maternity leave allowance was calculated by twenty-six (26);
 - (C) within eighteen (18) months following her return to work, as described in section (A), should she claim only a portion of the seventeen (17) weeks of maternity allowance, she will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week on which her maternity allowance was calculated by a number determined as follows:

$$(26 \text{ weeks}) \times \frac{(\text{number of weeks during which she received the maternity allowance})}{(17 \text{ weeks})}$$
 - (D) should she fail to return to work in accordance with section (A), 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 sections (B) and (C), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for the full amount of the maternity allowance she has received;

(E) should she return to work but fail to work the total number of hours as specified in sections (B) or (C), 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 sections (B) and (C), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

$$\frac{\text{(allowance received)} \times \text{(number of hours not worked following her return to work)}}{\text{[total number of hours to be worked as specified in (B) or (C)]}}$$

however, an employee whose specified period of employment expired and who is rehired by the same department within a period of five (5) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in sections (B) and (C).

- (b) For the purpose of section (a)(iii)(B), (C) and (E), 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 will extend the eighteen (18) month period referred to in sections (a)(iii)(B) and (C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and

- (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 19.06(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.

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

19.07 Special Maternity Allowance for Totally-Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 19.06(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance pregnancy benefits,
 - and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 19.06(a), other than those specified in sections (A) and (B) of subparagraph 19.06(a)(iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause 19.06 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

19.08 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to twenty-six (26) 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 twenty-six (26) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b):
 - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
 - or
 - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

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

- (d) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the new-born child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (e) The Employer may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (f) Parental leave without pay taken by a couple employed in the Public Service shall not exceed a total of twenty-six (26) weeks for both individuals combined. For the purpose of this paragraph, Public Service means any portion of the Public Service of Canada specified in Part I of Schedule I of the *Public Service Staff Relations Act*.
- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

19.09 Parental Allowance

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

and

- (iii) has signed an agreement with the Employer stating that:
- (A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - (B) within ten (10) months of his or her return to work, as described in section (A), should the employee claim the full twelve (12) weeks of parental allowance, the employee will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by fifteen (15);
 - (C) within ten (10) months of his or her return to work, as described in section (A), should the employee claim only a portion of the full twelve (12) weeks of parental allowance, the employee will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by a number determined as follows:

$$\frac{(15 \text{ weeks}) \times (\text{number of weeks during which he/she received the parental allowance})}{(12 \text{ weeks})}$$
 - (D) should he or she fail to return to work in accordance with section (A), 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 sections (B) and (C), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for the full amount of the parental allowance he or she has received;
 - (E) should he or she return to work but fail to work the total number of hours as specified in sections (B) or (C), 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 sections (B) and (C), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

$$\text{(allowance received)} \times \frac{\text{(number of hours not worked following his/her return to work)}}{\text{[total number of hours to be worked as specified in (B) or (C)]}}$$

however, an employee whose specified period of employment expired and who is rehired by the same department within a period of five (5) 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 sections (B) and (C).

- (b) For the purpose of sections (a)(iii)(B), (C) and (E), 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 will extend the ten (10) month period referred to in sections (a)(iii)(B) and (C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance parental benefits he or she is eligible to receive and

- ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;
- (iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *Employment Insurance Act*, the parental allowance payable under the SUB Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the *EI Act*.
- (d) At the employee's request, the payment referred to in subparagraph 19.10(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.
 - (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
 - (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
 - (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.

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

19.10 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 19.09(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance parental benefits,

and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 19.09(a), other than those specified in sections (A) and (B) of subparagraph 19.09(a)(iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause 19.09 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits

pursuant to Section 23 of the *Employment Insurance Act*, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

Injury-on-duty Leave With Pay

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

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

or

- (b) an industrial illness or a disease arising out of and in the course of his employment,

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

Leave For Other Reasons

19.12 At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his reporting for duty. Such leave shall not be unreasonably withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement.

Leave with Pay for Family-Related Responsibilities**19.13**

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- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including foster children, children of legal or common-law spouse), parents (including stepparents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:

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- (i) an employee is expected to make every reasonable effort to schedule medical or dental appointments for dependent family members to minimize or preclude his absence from work; however, when alternative arrangements are not possible, an employee shall be granted up to seven decimal five (7.5) hours for a medical or dental appointment when the dependent family member is incapable of attending the appointment by himself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;
 - (ii) up to thirty-seven and one-half (37 1/2) consecutive hours of leave with pay to provide for the immediate and temporary care of a sick or elderly 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) leave with pay in an amount equal to the employee's regularly scheduled daily hours of work 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-paragraphs (b)(i), (ii) and (iii) shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.

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

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

- (a) an employee shall notify the Employer in writing four (4) weeks in advance of the commencement date of such leave;
- (b) leave granted under this clause shall be for a minimum period of six (6) weeks;
- (c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (d) leave which is for a period of more than three (3) months, granted under this clause, shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay; and
- (e) time spent on such leave shall not be counted for pay increment purposes.

Leave Without Pay for Family-Related Needs

19.15 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 total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer.

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

Leave without Pay for Relocation of Spouse

19.16

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

ARTICLE 20

DESIGNATED PAID HOLIDAYS

20.01 Subject to clause 20.02, the following days shall be designated paid holidays for employees:

- (a) New Year’s Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign’s Birthday,

- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August,

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

20.02

- (a) Clause 20.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated paid holiday, except in the case of an employee who is granted leave without pay under the provisions of article 18, Leave with or without pay for CAPRO business or for other activities under the *Public Service Staff Relations Act*, and in respect of whom CAPRO has certified that the employee was paid by CAPRO for CAPRO business conducted on the working day immediately preceding and the working day immediately following the designated paid holiday.

and
- (b) An employee who is absent without leave on a designated paid holiday, or the day to which a designated paid holiday is moved by reason of clause 20.03, on which he is scheduled to work shall not be entitled to be paid for the holiday.

Holiday Falling on a Day of Rest

20.03 When a day designated as a holiday under clause 20.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following his day of rest.

20.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 20.03:

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

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

Compensation for Work on a Holiday

20.05 The following shall apply to all Non-Operating employees. Where an employee works on a holiday, he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday:

- (a) one and one-half (1 1/2) times his hourly rate of pay for the first eight (8) hours worked,

and
- (b) two (2) times his hourly rate of pay for hours worked in excess of eight (8) hours.

20.06 Effective March 30, 1999 the following shall cease to apply to all Operating employees. Where an employee who is employed in a continuous operation which does not shut down on a designated paid holiday works on that holiday:

- (a) He shall be paid compensation in accordance with the provisions of clause 20.05,

or

- (b) upon request, and with the approval of the Employer he shall be granted:
 - (i) seven decimal five (7.5) hours of leave with pay at a later date in lieu of the holiday,
 - and
 - (ii) pay at one and one-half (1 1/2) times his hourly rate of pay for the first eight (8) hours worked,
 - (iii) twice (2) his hourly rate of pay for hours worked in excess of eight (8) hours.
- (c) Consistent with operational requirements of the service and subject to adequate notice, the Employer shall make every reasonable effort to grant lieu days at times desired by the employee.
- (d) If any lieu days cannot be liquidated by the end of the vacation year, they will be paid off at the employee's daily rate of pay or, upon the written request of the employee and with the approval of the Employer, lieu days may be carried over to the following vacation year.

20.07 Effective April 1, 1999, the following shall apply to all Operating Employees.

- (a) On April 1st of each year each employee shall be credited with one hundred and twenty (120) hours in lieu ("lieu hours") of designated holidays;
- (b) A deduction shall be made from the credited lieu hours for which the employee is absent without leave on the designated holiday as listed in clause 20.01;
- (c) Lieu hours 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 hours credits on the basis of the employee's regularly scheduled hours of work;
- (d) Consistent with operational requirements of the service and subject to adequate notice the Employer shall make every reasonable effort to grant lieu hours at times desired by the employee.

- (e) When operational requirements prevent the Employer from providing lieu hours to which the employee was entitled prior to the end of the fiscal year, the remaining hours shall be paid off at the employee's straight-time rate of pay in effect at that time.
- (f) Any leave granted under the provisions of this clause in advance of the holidays occurring after the date of an employee's termination, resignation or commencement of retirement shall be subject to recovery of pay.
- (g) Employees who work on a designated paid holidays, or the day to which the holiday is moved as provided in 20.03 shall be paid at their straight-time hourly rate for all regularly scheduled hours of work. For hours worked in excess of the employees regularly scheduled hours of work shall be paid in accordance with Article 21, Hours of Work and Overtime.

Holiday Coinciding With A Day of Paid Leave

20.08 Effective March 30, 1999 the following shall cease to apply to all Operating employees. When a day that is a designated paid holiday for an employee falls within a period of leave with pay, the holiday shall not count as leave.

ARTICLE 21

HOURS OF WORK AND OVERTIME

Non-Operating Employees

21.01 Where hours of work are scheduled for employees on a regular basis, they shall be scheduled so that employees:

- (a) work thirty-seven and one-half (37 1/2) hours and five (5) days per week,
and
- (b) work seven and one-half (7 1/2) hours per day.

21.02 Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of his Employer, an employee may complete his weekly hours of employment in a period other than five (5) full days provided

that over a period of fourteen (14) calendar days the employee works an average of thirty-seven and one-half (37 1/2) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every fourteen (14)-day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for him.

Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment 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.

Any special arrangement established under this clause shall be subject to the provisions of Appendix "D" of this collective agreement.

Operating Employees

21.03

- (a) Where hours of work are scheduled for employees on a rotating or irregular basis, they shall be averaged so that employees over a period not exceeding one hundred and twelve (112) days:
 - (i) work an average of thirty-seven and one-half (37 1/2) hours per week,
 - (ii) work eight (8) hours per day.
- (b) An employee's days of rest shall be consecutive and not less than two (2). The first (1st) day of rest will start immediately after midnight of the calendar day in which the employee worked, or was scheduled to work, his last regular shift; the second (2nd) day of rest shall start immediately after midnight of the employee's first (1st) day of rest and each subsequent day of rest shall start immediately after midnight of the preceding day of rest provided those days are consecutive and contiguous to the preceding day of rest.
- (c) Every reasonable effort shall be made by the Employer:
 - (i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift,

and

- (ii) to avoid excessive fluctuation in hours of work.
- (d) An employee who works more than fifteen (15) consecutive hours shall not be required to report for work on his next regularly scheduled shift until a period of at least nine (9) hours has elapsed from the end of the period of work that exceeded fifteen (15) hours. If as a result of the application of this sub-clause, an employee works fewer hours than called for on his next regularly scheduled shift, he shall nevertheless receive the full rate of pay for that shift.

Appendix "E" of this collective agreement contains provisions applicable to operational employees whose hours of work vary from those specified in this clause.

General

21.04 An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

21.05

- (a) The Employer agrees to consult with CAPRO representatives in the establishment of shift schedules established in accordance with clause 21.03.
- (b) The Employer agrees that, before a schedule of working hours is changed, the change will be discussed with the appropriate representative of CAPRO, if the change will affect a majority of the employees governed by the schedule.

21.06 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. Once an exchange of shifts has been approved, it will be the responsibility of the employees involved to report for duty in accordance with the approved exchange. Penalties and costs identified under Article 21 will not apply as a result of a shift exchange.

21.07 An employee's shift schedule shall cover a period of at least fifty-six (56) days and shall be posted fifteen (15) days in advance of its starting date. Every reasonable effort will be made by the Employer to minimize changes to an employee's days of rest. If an employee is given less than ten (10) days'

advance notice of a change in his shift schedule, he will receive a premium rate of time and one-half (1 1/2) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid for at the hourly rate of pay. Such employee shall retain his previously scheduled days of rest next following the change or if worked, such days of rest shall be compensated in accordance with the overtime provisions of this Agreement.

Overtime

21.08

- (a) “overtime” means in the case of a full-time employee authorized work performed in excess of his normal scheduled hours of work;
 - (b) “time and one-half” means one and one-half (1 1/2) times the hourly rate of pay;
- and
- (c) “double time” means twice (2) the hourly rate of pay.

Assignment of Overtime Work

21.09 Subject to operational requirements of the service, the Employer shall make every reasonable effort:

- (a) to allocate overtime work on an equitable basis among readily available qualified employees;
- and
- (b) to give employees who are required to work overtime adequate advance notice of this requirement;
 - (c) employees whose normal scheduled hours of work are less than thirty-seven and one-half (37 1/2) hours per week shall be entitled to overtime work as per clause 21.09(a) in the same proportion as their weekly hours of work compare to the weekly hours of work of a full-time employee.

21.10 CAPRO is entitled to consult the deputy minister or his representative whenever it is alleged that employees are required to work unreasonable amounts of overtime.

Overtime Compensation

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

- (a) time and one-half (1 1/2), except as provided for in paragraphs 21.11(b), (c) or (d);
- (b) double time (2) for all hours of overtime worked in excess of eight (8) consecutive hours of overtime in any contiguous period;
- (c) on a day of rest double (2) time for all hours worked in excess of eight (8) hours for that day;
- (d) double time (2) for all hours worked on a second or subsequent day of rest in an unbroken series of consecutive and contiguous days of rest, provided the employee has worked and has received time and one-half (1 1/2) his straight-time hourly rate on a day of rest in that series.

21.12

- (a) An employee who works three (3) or more hours of overtime:
 - (i) immediately before his scheduled hours of work and who has not been notified of the requirement prior to the end of his last scheduled work period,
 - or
 - (ii) immediately following his scheduled hours of work

shall be reimbursed for one (1) meal in the amount of nine dollars (\$9) except where free meals are provided. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work. This clause shall not apply to an employee who is in travel status which entitles him to claim expenses for lodging and/or meals.

**

- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided for in (a) above, he shall be reimbursed for one additional meal in the amount of nine dollars (\$9),

except where free meals are provided. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work. This clause shall not apply to an employee who is in travel status which entitles him to claim expenses for lodging and/or meals.

21.13

- (a) Overtime shall be compensated in cash, except where upon request of an employee and with the approval of the Employer, overtime shall be compensated by paid time off computed at the same premium rate as the overtime.
- (b) If any compensatory time earned cannot be liquidated by the end of the fiscal year it will be paid off at the employee's hourly rate of pay.

Rest Periods - Operating Employees

21.14 Where operational requirements permit, the Employer will provide operating employees with meal and relief breaks.

21.15 When an employee is required to work either contiguous or non-contiguous overtime, time spent by the employee reporting to or returning from work shall not constitute time worked.

21.16 The Employer will endeavour to make cash payments for overtime during the month following that in which the credits were earned.

ARTICLE 22

TRAVELLING

22.01 When an employee is required by the Employer to travel to or from his Headquarters area as normally defined by the Employer, his method of travel shall be determined by the Employer and he shall be compensated in the following manner:

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

- (i) his regular pay for the day for a combined period of travel and work not exceeding eight (8) hours,
 - and
 - (ii) at the applicable overtime rate for additional travel time in excess of an eight (8)-hour period of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the hourly rate of pay in any day.
- (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay at the hourly rate of pay.
 - (d) Travel time shall be compensated in cash, except where upon request of an employee and with the approval of the Employer, travel time shall be compensated by leave with pay. The duration of such leave shall be equal to the travel time multiplied by the appropriate rate of payment and payment shall be based on the employee's hourly rate of pay in effect on the date immediately prior to the day on which the leave is taken.
 - (e) If any lieu time earned cannot be liquidated by the end of the fiscal year, then payment in cash will be made at the employee's then current rate of pay.

22.02 Clause 22.01 does not apply to an employee travelling by means of any type of transport in which he is required to perform work. In such circumstances, the employee shall receive the greater of

- (a) on a normal working day, his regular pay for the day,
- or
- (b) pay for actual hours worked in accordance with Articles 20 and 21 of this Agreement.

22.03 Travel time shall include time necessarily spent at each stop-over en route provided such stop-over is not longer than three (3) hours.

ARTICLE 23
SHIFT AND WEEKEND PREMIUMS

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23.01 An employee working rotating or irregular shifts will receive a shift premium of one dollar and fifty cents (\$1.50) per hour for all hours worked, including overtime hours, during the period between 16:00 and 08:00 local time.

23.02

**

- (a) Employees shall receive an additional premium of one dollar and fifty cents (\$1.50) per hour for work on a Saturday and/or Sunday for hours worked as stipulated in (b) below.
- (b) Weekend premium shall be payable for all hours worked, including overtime hours, on Saturday and/or Sunday.
- (c) Weekend premium is not applicable to persons employed on a casual or temporary basis for a period of less than six (6) months, as defined in the PSSRA.

ARTICLE 24
CALL-BACK PAY

24.01 If an employee is called back to work:

- (a) on a designated paid holiday which is not his scheduled day of work,
or
- (b) on his day of rest,
or
- (c) after he has completed his work for the day and has left his place of work,
and returns to work he shall be entitled to the greater of:
 - (i) the appropriate compensation as specified in Article 20 or Article 21, whichever is applicable, for any time worked,

or

- (ii) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back to maximum of eight (8) hours compensation in an eight (8) hour period. Such maximum shall include any reporting pay pursuant to Article 25.

24.02 When an employee is called back to work under the conditions described in clause 24.01, and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his automobile when the employee travels by means of his own automobile,

or

- (b) out-of-pocket expenses for other means of commercial transportation.

24.03 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than his normal place of work, time spent by an employee reporting to work or returning to his residence shall not constitute time worked.

ARTICLE 25 REPORTING PAY

25.01 When an employee is required to report and reports to work

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

or

- (b) on his day of rest,

he is entitled to a minimum of four (4) hours' pay at the hourly rate of pay.

25.02 When an employee reports to work under the conditions described in clause 25.01, and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his automobile when the employee travels by means of his own automobile,

or

- (b) out-of-pocket expenses for other means of commercial transportation.

25.03 Payments provided under Article 24, Call-Back Pay, and Article 25, Reporting Pay, shall not be pyramided; that is an employee shall not receive more than one compensation for the same service.

25.04 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than his normal place of work, time spent by an employee reporting to work or returning to his residence shall not constitute time worked.

ARTICLE 26

STANDBY

26.01 Where the Employer requires an employee to be available on standby during off-duty hours, such employee shall be entitled to a standby payment of thirteen dollars (\$13) for each eight (8) consecutive hours or portion thereof that he is designated as being on standby.

26.02 An employee designated by letter or by list for standby duty shall be available during his period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

26.03 No standby payment shall be granted if an employee is unable to report for duty when required.

26.04 An employee on standby who is called in to work and who reports for work shall be compensated in accordance with the call-back provisions of this Agreement.

ARTICLE 27
SEVERANCE PAY

27.01 Under the following circumstances and subject to clause 27.02, an employee shall receive severance benefits calculated on the basis of his weekly rate of pay:

(a) **Lay-Off**

- (i) On the first (1st) lay-off after June 6, 1969, two (2) weeks' pay for the first (1st) complete 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.
- (ii) On second or subsequent lay-off after June 6, 1969, 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 27.01 above (a)(i) above.

(b) **Resignation**

On resignation, subject to paragraph 27.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) **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, one (1) week's pay.

(d) **Retirement**

On retirement, when an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* or when he is entitled to an

immediate annual allowance under the *Public Service Superannuation Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of thirty (30) weeks.

(e) **Death**

If an employee dies, there shall be paid to his estate, one (1) week's pay for each complete year of continuous employment to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

(f) **Termination for Cause for Reasons of Incapacity**

When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to Section 11(2)(g) 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.

27.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted severance pay, retiring leave, rehabilitation leave or cash gratuity in lieu thereof by the Public Service, a Federal Crown Corporation, the Canadian Forces or the Royal Canadian Mounted Police. Under no circumstances shall the maximum severance pay provided under this Article be pyramided.

27.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in his certificate of appointment on the date of the termination of his employment.

ARTICLE 28

PAY ADMINISTRATION

28.01 Except as provided in clauses 28.02, 28.03, 28.04 and 28.05, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

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

- (a) the pay specified in Appendix “A” for the classification of the position to which he is appointed, if the classification coincides with that prescribed in his certificate of appointment,
- or
- (b) the pay specified in Appendix “A” for the classification prescribed in his certificate of appointment, if that classification and the classification of the position to which he is appointed do not coincide.

28.03 When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis for a period of at least five (5) consecutive working days he shall be paid acting pay calculated from the day on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts. When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

28.04 If, during the term of this Agreement, a new classification standard is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Association the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

28.05 If an employee dies, the salary due to him on the last working day preceding his death, shall continue to accrue to the end of the month in which he dies. Salary so accrued which has not been paid to the employee as at the date of his death shall be paid to his estate.

28.06 The increment period for employees paid in the scale of rates for the RO-00 level is six (6) months. The increment period for employees paid in the scale of rates for levels RO-1 through RO-6 inclusive is one (1) year.

28.07 The pay increment date for an employee, appointed on or after date of signing of this collective agreement, to a position in the bargaining unit upon promotion, demotion or from outside the Public Service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to the signing date of this collective agreement remains unchanged

28.08

- (a) The rates of pay set forth in Appendices “A” of shall become effective on the dates specified.
- (b) Where the rates of pay set forth in Appendix “A” have an effective date prior to the date of signing of the Group Specific Agreement the following shall apply:
 - (i) “retroactive period” for the purpose of clauses (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the Agreement is signed or when an arbitral award is rendered therefor;
 - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the bargaining units identified in Article 8 of this Agreement during the retroactive period;
 - (iii) rates of pay shall be paid in an amount equal to what would have been paid had the Agreement been signed or an arbitral award rendered therefor on the effective date of the revision in rates of pay;
 - (iv) in order for former employees or, in the case of death, for the former employees’ representatives to receive payment in accordance with clause (b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;
 - (v) no payment or no notification shall be made pursuant to clause 28.08(b) for one dollar (\$1.00) or less.

28.09 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

28.10 Only rates of pay and compensation for overtime which has been paid to an employee during the retroactive period will be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee.

28.11 An employee whose employment is terminated voluntarily or involuntarily other than by reason of retirement or lay-off during the retroactive period and who is re-employed during the retroactive period and is an employee on the date of signing of this Collective Agreement shall only be entitled to retroactive pay from the date of commencement of the employee's most recent period of employment during the retroactive period.

28.12 Notwithstanding clause 28.10 an employee whose employment terminates during the retroactive period because of completion of the term for which the employee is appointed and who becomes re-employed and is an employee on the date of signing of this Collective Agreement shall be entitled to retroactive pay for any period of employment during the retroactive period.

ARTICLE 29

EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE WITH PAY

Education Leave Without Pay

29.01 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 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 his 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.

29.02 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 his annual rate of pay as provided for in Appendix "B", of this Agreement, 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.

29.03 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.

29.04 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 before termination of the period he has undertaken to serve after completion of the course;

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

Career Development Leave With Pay

29.05

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

of the activities described in paragraph 29.05(a) above. The employee shall receive no compensation under Article 21, Hours of Work and Overtime, and Article 22, Travelling, during time spent on career development leave provided for in this clause.

- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

Examination Leave With Pay

29.06 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 be granted only where in the opinion of the Employer the course of study is directly related to the employee's duties or will improve his qualifications.

ARTICLE 30

USE OF EMPLOYEE-OWNED MOTOR VEHICLES

30.01 Unless it is a requirement of the employee's job, or unless by prior agreement in writing between the employee and management, no employee shall be required by the Employer to use his privately-owned motor vehicle on government business.

ARTICLE 31

ILLEGAL STRIKES

31.01 The *Public Service Staff Relations Act* provides penalties for engaging in illegal strikes. Disciplinary action, which may include penalties up to and including discharge, may also be taken for participation in an illegal strike as defined in the *Public Service Staff Relations Act*.

ARTICLE 32

EMPLOYEES ON INDUSTRIAL PREMISES

32.01 If employees whose normal duties are performed on the premises of industrial employers are prevented from performing their duties because of a

strike or lock-out on the industrial employers' premises, the employees shall report the matter to the Employer and the Employer will consider measures designed to ensure that, so long as work is available, the employees affected are not denied regular pay and benefits to which they would normally be entitled.

ARTICLE 33

SAFETY AND HEALTH

33.01 The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The Employer welcomes suggestions on this subject, and to this end encourages the formation of safety and health committees at appropriate locations in government departments. Where such a committee is formed, it may encompass one or all bargaining units at the location at the discretion of the Employer. The composition of the Committee, which shall be composed of personnel employed at the location, will be determined locally through consultation between management and local union representatives. The Committee shall meet as required to consult and make recommendations on matters of occupational health and safety; within the scope of the policies, procedures and standards prescribed by the Employer, and which are designed or intended to prevent or reduce the risk of occupational injury and illness.

ARTICLE 34

GRIEVANCE PROCEDURE

34.01 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a Collective Agreement and which the parties to this Agreement have endorsed, the grievance procedure will be in accordance with Section 7.0 of the NJC By-Laws.

34.02 Subject to and as provided in Section 90 of the *Public Service Staff Relations Act*, an employee who feels that he has been treated unjustly or considers himself aggrieved by any action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 34.05 except that:

(a) where there is another administrative procedure provided by or under any Act of Parliament to deal with his 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, he is not entitled to present the grievance unless he has the approval of and is represented by CAPRO.

34.03 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following levels:

(a) Level 1 - first level of management;

(b) Levels 2 and 3 - intermediate level(s) where such level or levels are established in departments or agencies;

(c) Final level - deputy head or his authorized representative.

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

34.04 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by Agreement between the Employer and the CAPRO.

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

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

and

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

34.06 Where it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the date it is delivered to the appropriate office of the department or agency concerned. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

34.07 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.

34.08 An employee may be assisted and/or represented by CAPRO when presenting a grievance at any level.

34.09

- (a) CAPRO shall have the right to consult with the Employer with respect to a grievance at each level of the grievance procedure. Where consultation is with the deputy head, the deputy head shall render the decision.
- (b) The Employer and CAPRO recognize the value of an exchange of information during the grievance process.

34.10

- (a) An employee may present a grievance to the First Level of the procedure in the manner prescribed in clause 34.05, not later than the twenty-fifth (25th) day after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to grievance.
- (b) Notwithstanding 34.10(a), an employee who utilizes an internal departmental alternative dispute resolution process does not prejudice his or her right to present a grievance as specified under 34.01(a).

34.11 The Employer shall normally reply to an employee's grievance, at any level in the grievance procedure, except the Final Level, within ten (10) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the employee, he may submit a grievance at the next higher level in the grievance procedure within ten (10) days after that decision or settlement has been conveyed to him in writing.

34.12 If the Employer does not reply within fifteen (15) days from the date that a grievance is presented at any level, except the final level, the employee may, within the next ten (10) days, submit the grievance at the next higher level of the grievance procedure.

34.13 The Employer shall normally reply to an employee's grievance at the final level of the grievance procedure within thirty (30) days after the grievance is presented at that level.

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

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

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

34.17 The time limits stipulated in this procedure may be extended by mutual Agreement between the Employer and the employee and, where appropriate, the CAPRO representative.

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

34.19 Where the Employer discharges an employee, the grievance procedure set forth in this Agreement shall apply except that the grievance may be presented at the final level only.

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

34.21 An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless he was unable to comply with the prescribed time limits due to circumstances beyond his control.

34.22 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his grievance or refrain from exercising his right to present a grievance as provided in this Collective Agreement.

34.23 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 of a provision of this Collective Agreement or a related Arbitral Award,
- or
- (b) disciplinary action resulting in discharge, suspension or a financial penalty,

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

34.24 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 of a provision of a Collective Agreement or an Arbitral Award, the employee is not entitled to refer the grievance to adjudication unless the bargaining agent for the bargaining unit to which the Collective Agreement or Arbitral Award applies signifies in prescribed manner:

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

ARTICLE 35

JOINT CONSULTATION

35.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.

35.02 Within five (5) days of notification of consultation served by either party, CAPRO shall notify the Employer in writing of the representative authorized to act on behalf of CAPRO for consultation purposes.

35.03 Without prejudice to the position the Employer or CAPRO may wish to take in future about the desirability of having the subjects dealt with by provisions of collective agreements, the following subjects, as they affect employees covered by this Agreement, shall be regarded as appropriate subjects of consultation involving the Employer and CAPRO during the term of this Agreement:

- (a) Pay administration
- (b) Relocation directive
- (c) Insurance for long-term disability
- (d) Training
- (e) Cafeterias, mobile canteens, washrooms, restrooms, showers, locker facilities and recreational facilities
- (f) Parking privileges
- (g) Payment of school fees and costs of transportation to school for children of employees
- (h) Provision of uniforms and protective clothing
- (i) Provision to CAPRO of departmental manuals and Treasury Board directives
- (j) Technological change and reduction in work force, including measures to deal with their effect on employees

- (k) Treasury Board Living Accommodation Charges Directive
- (l) Entertainment expenses
- (m) Travel Directive
- (n) Foreign Service Directives and the Single Assignment Policy
- (o) *Isolated Posts Regulations*
- (p) Employer's share of premium payments for GSMIP, Provincial and Supplementary Hospital Insurance.

35.04 With respect to the subjects listed in clause 35.03, the Employer agrees that new policies will not be introduced and existing regulations or directives will not be cancelled or amended by the Treasury Board in such a way as to affect employees covered by this Agreement until such time as CAPRO has been given a reasonable opportunity to consider and to consult on the Employer's proposals.

35.05 Wherever possible, the Employer shall consult with representatives of CAPRO at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

Consultation Committees

35.06 To facilitate discussions on matters of mutual interest outside the terms of the Collective Agreement the Employer will recognize a National Radio Operations Group Committee and Regional Radio Operations Group Committees of CAPRO for the purpose of consulting with management. Representation at such meetings will be limited to three (3) representatives from each party.

35.07 Meetings of these Committees will be held on the Employer's premises.

35.08 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 the subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

ARTICLE 36
CONTRACTING OUT

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

ARTICLE 37
NATIONAL JOINT COUNCIL AGREEMENTS

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

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

ARTICLE 38
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

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

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

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

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

**ARTICLE 39
NOTICE OF TRANSFER**

39.01 Where practicable, advance notice of a change in posting or a transfer from an employee's headquarters area as defined by the Employer, shall be given to an employee. Such notice shall not normally be less than two (2) months.

**ARTICLE 40
STATEMENT OF DUTIES**

40.01 Upon written request, an employee shall be entitled to a complete and current statement of the duties and responsibilities of his position including the position's classification level and point rating allotted by factor.

**ARTICLE 41
AGREEMENT REOPENER CLAUSE**

41.01 This Agreement may be amended by mutual consent.

**ARTICLE 42
ALLOWANCES**

Maintenance Duties

42.01 An allowance of three (\$3.00) per day shall be paid to an employee who is required to perform maintenance duties in addition to the duties of his position.

On-the-Job Training Allowance

42.02 When an RO-1, RO-2, RO-3 or RO-4 employee in an operating station is assigned to provide on-the-job training to an RO employee who has not yet qualified to operate at that station, the trainer shall be entitled to receive three dollars (\$3.00) for each complete hour during which he provides such training.

**ARTICLE 43
MARINE DISASTER**

43.01 Where an employee is assigned to duty aboard a ship and suffers loss of clothing or personal effects because of a marine disaster or shipwreck he/she shall be reimbursed for the loss up to maximum of three thousands dollars (\$3,000).

**ARTICLE 44
NO DISCRIMINATION**

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

**ARTICLE 45
PART-TIME EMPLOYEES**

Definition

45.01 Part-time employee means a person whose normal hours of work are less than those established in the Hours of Work Article of this Agreement, but not less than those prescribed in the *Public Service Staff Relations Act*.

General

45.02 Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work compare

with the normal weekly hours of work, specified by this Agreement, of full-time employees unless otherwise specified in this Agreement.

45.03 Part-time employees shall be paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified by this Agreement for a full-time employee.

45.04 The days of rest provisions of this agreement apply only in a week when a part-time employee has worked five (5) days and the weekly hours specified by this Agreement.

45.05 Leave will only be provided

- (a) during those periods in which employees are scheduled to perform their duties;
- or
- (b) where it may displace other leave as prescribed by this Agreement.

Designated Holidays

45.06 A part-time employee shall not be paid for the designated holidays but shall, instead be paid four decimal two five per cent (4.25%) for all straight-time hours worked.

45.07 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 20.01 of this Agreement, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by this Agreement and double (2T) thereafter.

45.08 A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time employee in clause 20.01 of this agreement, shall be paid for the time actually worked in accordance with clause 45.07, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

Overtime

45.09 Overtime means authorized work performed in excess of the normal daily or weekly hours of work, specified by this Agreement, of a full-time employee, but does not include time worked on a holiday.

45.10 Subject to 45.09 a part-time employee who is required to work overtime shall be paid overtime as specified by this Agreement.

Call-Back

45.11 When a part-time employee meets the requirements to receive call-back pay in accordance with clause 24.01 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

Reporting Pay

45.12 Subject to 45.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with clause 25.01 of this Agreement, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

Bereavement Leave

45.13 Notwithstanding clause 45.02, there shall be no prorating of a “day” in clause 19.02 - Bereavement Leave With Pay.

Vacation Leave

45.14 A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2T) the number of hours in the employee’s normal workweek, at the rate for years of service established in the vacation leave entitlement clause 29.02 specified by this Agreement, prorated and calculated as follows:

**

- (a) when the entitlement is six decimal two five (6.25) hours in a month, .166 multiplied by the number of hours in the employee’s workweek per month;

**

- (b) when the entitlement is nine decimal three seven five (9.375) hours in a month, .250 multiplied by the number of hours in the employee’s workweek per month;

**

- (c) when the entitlement is twelve decimal five (12.5) hours in a month, .333 multiplied by the number of hours in the employee's workweek per month;

**

- (d) when the entitlement is fourteen decimal three seven five (14.375) hours in a month, .383 multiplied by the number of hours in the employee's workweek per month;

**

- (e) when the entitlement is fifteen decimal six two five (15.625) hours in a month, .416 multiplied by the number of hours in the employee's workweek per month;

**

- (f) when the entitlement is seventeen decimal four seven five (17.475) hours in a month, .466 multiplied by the number of hours in the employee's workweek per month;

**

- (g) when the entitlement is eighteen decimal seven five (18.75) hours in a month, .500 multiplied by the number of hours in the employee's workweek per month;

- (h) however, a part-time employee who has received or is entitled to receive furlough leave shall have his or her vacation leave credits earned reduced by one-twelfth (1/12) of the hours in the part-time workweek, beginning in the month in which the twentieth (20th) anniversary of service occurs until the beginning of the month in which his or her twenty-fifth (25th) anniversary of service occurs.

Sick Leave

45.15 A part-time employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an employee's normal workweek for each calendar month in which the employee has received pay for at least twice the number of hours in the employee's normal workweek.

45.16 Vacation and Sick Leave Administration

- (a) For the purposes of administration of clauses 45.14 and 45.15, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

Severance Pay

45.17 Notwithstanding the provisions of Article 27, Severance Pay, of this Agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full- and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

ARTICLE 46
SHIFT PRINCIPLE

46.01 It is recognized that certain full-time indeterminate employees whose hours of work are regularly scheduled on a shift basis in accordance with clause 21.03 or Appendix "E-1" of this Agreement and who receive Shift Premium in accordance with clause 23.01, are required to attend certain proceedings under this collective agreement as identified in clause 46.01(a) and certain other proceedings identified in clause 46.01(b) of this article which normally take place between the hours of 9 a.m. to 5 p.m. from Monday to Friday inclusive.

When such an employee is scheduled to work on the day of that proceeding and when the proceeding is not scheduled during the employee's scheduled shift for that day and when the majority of the hours of the employee's scheduled shift on that day do not fall between the hours of 9 a.m. to 5 p.m. upon written application by the employee, the Employer shall endeavour, where possible, to change the employee's shift on the day of the proceeding so that the majority of the hours fall

between 9 a.m. to 5 p.m. provided that operational requirements are met, there is no increase in cost to the Employer and sufficient advance notice is given by the employee.

(a) Certain Proceedings Under this Agreement

(i) PSSRB Proceedings

Clauses 18.01, 18.02, 18.04, 18.05 and 18.06

(ii) Personnel Section Process

Clause 19.04

(iii) Contract Negotiation and Preparatory Contract Negotiation Meetings

Clauses 18.10 and 18.11

(iv) Safety and Health Committees

Clause 33.01

(b) Certain Other Proceedings

Training courses which the employee is required to attend by the Employer.

ARTICLE 47
DURATION

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

**

47.02 This Agreement shall expire on April 30, 2001.

SIGNED AT OTTAWA, this 28th day of the month of April 2000.

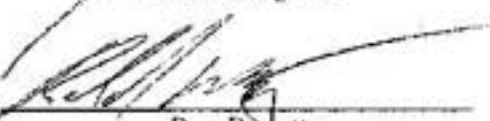
THE TREASURY BOARD
OF
CANADA


THE CANADIAN ASSOCIATION
OF PROFESSIONAL
RADIO OPERATORS


Hélène Laurendeau


Martin Grégoire


Don Graham


Ron Bygott


Harvey Baskin


Richard St-Pierre


Spencer Martin


Brian Murphy


Lawrie Lachapelle


Russ Arnett


Danièle Chagné


Bill Dicks

****APPENDIX "A"****RO - RADIO OPERATIONS GROUP****ANNUAL RATES OF PAY**

(in dollars)

A) Effective May 1, 2000**RO-00**

From:	\$	20428	20839	21250	21646	22042	22439
To:	A	20837	21256	21675	22079	22483	22888

RO-1

From:	\$	29985	32913	34066	35226	36382	37536
To:	A	30585	33571	34747	35931	37110	38287

From:	\$	38692	39848	41006
To:	A	39466	40645	41826

RO-2

From:	\$	34375	35598	36819	38044	39268	40491
To:	A	35063	36310	37555	38805	40053	41301

From:	\$	41716	42940
To:	A	42550	43799

RO-3

From:	\$	37063	38408	39752	41100	42447	43796
To:	A	37804	39176	40547	41922	43296	44672

From:	\$	45145	46493
To:	A	46048	47423

RO-4

From:	\$	40018	41500	42984	44466	45948	47429
To:	A	40818	42330	43844	45355	46867	48378

From:	\$	48910	50390
To:	A	49888	51398

RO-5

From:	\$	43278	44906	46533	48164	49796	51425
To:	A	44144	45804	47464	49127	50792	52454

From:	\$	53054	54682
To:	A	54115	55776

RO-6

From:	\$	47709	49609	51508	53406	55305	57206
To:	A	48663	50601	52538	54474	56411	58350

From:	\$	59106	61006
To:	A	60288	62226

****APPENDIX "A-1"**

**RO - RADIO OPERATIONS GROUP
WEEKLY, DAILY AND HOURLY
RATES OF PAY**

(in dollars)

Effective May 1, 2000**RO-00**

Weekly:	399.36	407.39	415.42	423.16	430.91	438.67
Daily:	79.87	81.48	83.08	84.63	86.18	87.73
Hourly:	10.65	10.86	11.08	11.28	11.49	11.70

RO-1

Weekly:	586.19	643.42	665.96	688.65	711.25	733.80
Daily:	117.24	128.68	133.19	137.73	142.25	146.76
Hourly:	15.63	17.16	17.76	18.36	18.97	19.57

Weekly:	756.40	779.00	801.63
Daily:	151.28	155.80	160.33
Hourly:	20.17	20.77	21.38

RO-2

Weekly:	672.01	695.91	719.78	743.73	767.65	791.57
Daily:	134.40	139.18	143.96	148.75	153.53	158.31
Hourly:	17.92	18.56	19.19	19.83	20.47	21.11

Weekly:	815.51	839.45
Daily:	163.10	167.89
Hourly:	21.75	22.39

RO-3

Weekly:	724.55	750.84	777.12	803.47	829.81	856.18
Daily:	144.91	150.17	155.42	160.69	165.96	171.24
Hourly:	19.32	20.02	20.72	21.43	22.13	22.83

Weekly:	882.55	908.90
Daily:	176.51	181.78
Hourly:	23.53	24.24

RO-4

Weekly:	782.31	811.29	840.31	869.27	898.25	927.21
Daily:	156.46	162.26	168.06	173.85	179.65	185.44
Hourly:	20.86	21.63	22.41	23.18	23.95	24.73

Weekly:	956.15	985.09
Daily:	191.23	197.02
Hourly:	25.50	26.27

RO-5

Weekly:	846.06	877.87	909.69	941.56	973.47	1005.33
Daily:	169.21	175.57	181.94	188.31	194.69	201.07
Hourly:	22.56	23.41	24.26	25.11	25.96	26.81

Weekly:	1037.16	1069.00
Daily:	207.43	213.80
Hourly:	27.66	28.51

RO-6

Weekly:	932.67	969.81	1006.94	1044.04	1081.17	1118.33
Daily:	186.53	193.96	201.39	208.81	216.23	223.67
Hourly:	24.87	25.86	26.85	27.84	28.83	29.82

Weekly:	1155.47	1192.62
Daily:	231.09	238.52
Hourly:	30.81	31.80

****APPENDIX "B"**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TREASURY BOARD OF CANADA
AND
THE CANADIAN ASSOCIATION OF
PROFESSIONAL RADIO OPERATORS
IN RESPECT OF
THE ADMINISTRATION OF
DESIGNATED PAID HOLIDAYS
FOR CERTAIN RADIO OPERATORS**

This is to confirm an understanding reached between the Employer and the Canadian Association of Professional Radio Operators with respect to the administration of Designated Paid Holidays as stipulated in Article 20.07 of the collective agreement for certain Radio Operators.

Article 20.07 (a) stipulates as follows:

On April 1st of each year each employee shall be credited with one hundred and twenty (120) hours in lieu ("lieu hours") of designated holidays;

The parties agree that the value of a single designated holiday is to be calculated by dividing the total number of annual lieu hours by the total number of holidays in a year ($120 / 11 = 10.9$ hours).

Seasonal Employees:

Based on the above formula, seasonal employees will be credited with 10.9 hours in their lieu hours bank for each designated paid holiday which occurs during their period of seasonal employment. For each lieu day subsequently taken, the employee's bank will be deducted on the basis of the employee's regularly scheduled hours of work.

Operational Radio Operators temporarily assigned to non-Operational duties:

For Radio Operators who are temporarily assigned to Non-Operating positions and who are thereby in a position to enjoy the designated paid holiday, 10.9 hours will be deducted from the bank of "lieu" hours for each holiday during the temporary assignment, in accordance with the value of a single designated paid holiday as established in the above paragraph. Non-operating Radio Operators who are temporarily assigned operational duties will be credited with 10.9 lieu hours for each holiday occurring during their assignment to operational duties.

The parties further agree that implementation of this understanding will be retroactive to May 5th, 1999.

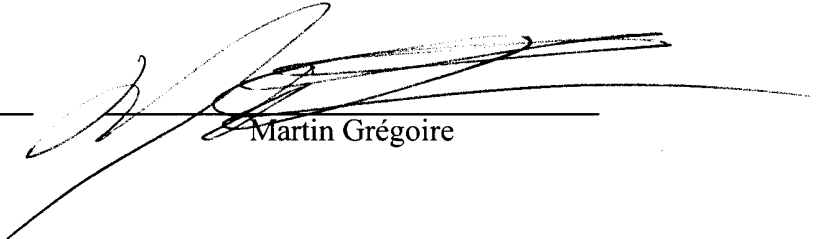
SIGNED AT OTTAWA, this 28th day of the month of April 2000.

THE TREASURY BOARD
OF
CANADA



Don Graham

THE CANADIAN ASSOCIATION
OF PROFESSIONAL RADIO
OPERATORS



Martin Grégoire

APPENDIX "C"

**SPECIAL PROVISION
INSTRUCTORS**

This is to confirm an understanding reached between the Employer and Canadian Association of Professional Radio Operators with respect to employees who perform the duties of an instructor at the Canadian Coast Guard College, Sydney, Nova Scotia.

Notwithstanding the provisions of this collective agreement, the following shall apply to employees who perform the duties of an instructor at the Canadian Coast Guard College, Sydney, Nova Scotia.

Article 21 - Hours of Work and Overtime

Instructors shall not be required to provide classroom or similar instruction in excess of an average of twenty (20) hours per week, averaged over a four (4) month period.

Pedagogical Break - Canadian Coast Guard College

Instructors shall be granted a pedagogical break which will include all calendar days between December 25 and January 2, inclusively. During this period, instructors are entitled to four (4) days of leave with pay, in addition to three (3) designated paid holidays, as provided for under clause 20.01 of this Agreement.

Should January 2 coincide with an instructor's day of rest or with a day to which a designated paid holiday has been moved, this day shall be moved to the instructors first scheduled working day following the pedagogical break.

If an instructor performs authorized work during the pedagogical break on a day other than a designated paid holiday or a normal day of rest, the instructor shall receive compensation based on his or her normal daily rate of pay, in addition to his or her usual pay for the day.

****APPENDIX “D-1”**

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TREASURY BOARD OF CANADA
AND
THE CANADIAN ASSOCIATION OF
PROFESSIONAL RADIO OPERATORS
FOR THE
NON-OPERATING EMPLOYEES OF
THE RADIO OPERATIONS GROUP**

The Employer and the Canadian Association of Professional Radio Operators agree that for those employees to whom the provisions of clause 02 of Article 21, Hours of Work, apply, the provisions of the collective agreement which specifies days shall be converted to hours. Where the collective agreement refers to a “day”, it shall be converted to seven and one-half (7 1/2) hours.

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

For the purposes of this Memorandum of Agreement “calendar week” means the one hundred and sixty-eight (168)-hour period commencing at 00:01 Sunday and terminating at 24:00 Saturday.

Article 2 - Interpretation and Definitions

Clause (e) “daily rate of pay” - shall not apply.

Article 15 - Leave - General

Employees shall have their accrued days of vacation, sick and lieu day credits converted to hours of credits by multiplying the number of days by seven and one-half (7 1/2). When an employee ceases to be subject to this Memorandum of Agreement his credits will be converted to days by dividing the number of hours by seven and one-half (7 1/2) and adjusting it upwards to the nearest half-day.

Article 16 - Vacation Leave

Clause 16.02 shall not apply and shall be replaced by:

16.02 Accumulation of Vacation Leave Credits

For each calendar month of a fiscal year in which an employee has earned pay for at least seventy-five (75) hours at his hourly rate of pay, he shall earn vacation leave credits at the rate of:

- (a) six decimal two five (6.25) hours for an employee who has completed up to one (1) year of service;
- (b) nine decimal three seven five (9.375) hours for an employee who has completed more than one (1) year of service;
- (c) twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;

**

- (d) fourteen decimal three seven five (14.375) hours commencing with the month in which the employee's seventeen (17th) anniversary of service occurs;
- (e) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;

**

- (f) seventeen decimal five (17.5) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;
- (g) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-ninth (29th) anniversary of service occurs;
- (h) however, an employee who is entitled to or who has received furlough leave shall have the vacation leave credits, earned under this article, reduced by three decimal one two five (3.125) hours per month from the beginning of the month in which the employee completes his or her twentieth (20th) year of service until the beginning of the month in which the employee completes his twenty-fifth (25th) year of service.
- (i) For the purpose of clause 16.02 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 (1) year following the date of lay-off.

16.09 Leave When Employment Terminates

When an employee dies or otherwise ceases to be employed, he or his estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation and furlough leave with pay to his credit by the hourly rate of pay as calculated from the classification prescribed in his certificate of appointment on the date of the termination of this employment, except that the Employer shall grant the employee any vacation and furlough leave earned but not used by him before the employment is terminated by layoff if the employee so requests because of a requirement to meet minimum service requirements for severance pay.

Article 17 - Sick Leave

Clause 17.01 shall not apply and shall be replaced by:

17.01 For each calendar month of a fiscal year in which an employee receives pay for at least seventy-five (75) hours at his hourly rate of pay, he shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours at his hourly rate of pay for each month.

Clause 17.04 shall not apply and shall be replaced by:

17.04 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 17.02, 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 he 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 he has not submitted an application for injury-on-duty leave, subject to the deduction of such advanced sick leave from any sick leave credits subsequently earned.

Article 20 - Designated Paid Holidays

20.08 A designated paid holiday shall account for seven and one-half (7 1/2) hours only. When a designated paid holiday falls on a workday, or is moved to a workday under the provisions of clause 20.03, of an employee to whom the provisions of clause 21.02 apply, the employee shall be required to account by work or by authorized leave with pay for thirty (30) hours at his hourly rate of pay in the calendar week in which the designated paid holidays are observed.

20.09 When two (2) designated paid holidays fall on two (2) workdays in the same calendar week, or are moved to two (2) workdays in the same calendar week under the provisions of clause 20.03, of an employee to who, the provisions of clause 21.02 apply, the employee shall be required to account by work or buy authorized leave with pay for twenty-two and one-half (22 1/2) hours at his hourly rate of pay in the calendar week in which the designated paid holidays are observed.

Article 22 - Travelling Time

Paragraph 22.01(b) shall not apply and shall be replaced by:

22.01

- (b) On a normal working day on which he travels and works, the employee shall be paid:
 - (i) his regular pay for the day for a combined period of travel and work not exceeding his normal daily hours of work as established pursuant to clause 21.02,
 - and
 - (ii) at the applicable overtime rate for additional travel time in excess of the period of work and travel determined in (i) above, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate in any day.

This Memorandum of Agreement shall be effective on the date of signing and shall expire on April 30, 2001.

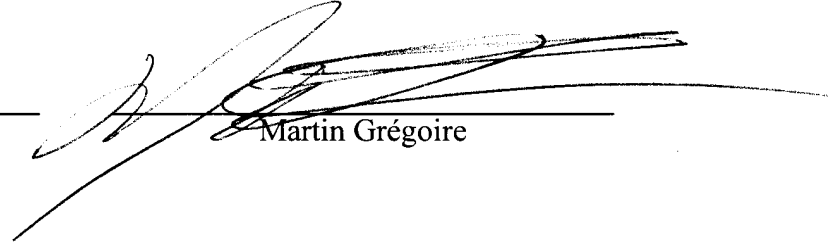
SIGNED AT OTTAWA, this 28th day of the month of April 2000.

THE TREASURY BOARD
OF
CANADA



Don Graham

THE CANADIAN ASSOCIATION
OF PROFESSIONAL RADIO
OPERATORS



Martin Grégoire

APPENDIX "E-1"

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TREASURY BOARD OF CANADA
AND
THE CANADIAN ASSOCIATION OF
PROFESSIONAL RADIO OPERATORS
IN RESPECT OF
THE RADIO OPERATIONS GROUP BARGAINING UNIT**

The parties agree that it may be operationally advantageous to implement work schedules for operating employees that vary from clause 21.03. Accordingly, the Employer agrees to consult with CAPRO during the currency of this Collective Agreement in order to consider the practicability of instituting such work schedules on a trial basis.

It is further agreed that the implementation of any such variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation nor shall the Employer's right to schedule any hours of work permitted by the terms of the collective agreement be restricted.

Notwithstanding the provisions of the RO Collective Agreement, the Treasury Board and CAPRO agree that special hours of work arrangements may be implemented at certain work units of Department of Fisheries and Oceans and Transport Canada where employees work on a rotating or irregular shift basis, subject to all of the following considerations:

- (a) normal scheduled hours of work must average thirty-seven and one-half (37 1/2) hours per week;
- (b) any special arrangement applicable to a work unit is restricted to that work unit and shall apply to all employees of the work unit;
- (c) any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the majority of employees affected;

- (d) any special arrangement shall be subject to the approval of regional management and authorized bargaining agent representative at the regional level;
- (e) where a special arrangement is not approved at the regional level, the matter shall be referred to the Employer and the bargaining agent at the headquarters level for consultation.

Where the above special arrangements are implemented the following provisions shall apply:

(1) Article 15 - Leave - General

Employees shall have their accrued days of vacation, sick and lieu day credits converted to hours of credits by multiplying the number of days by seven and one-half (7 1/2). When an employee ceases to be subject to this Memorandum of Agreement his credits will be converted to days by dividing the number of hours by seven and one-half (7 1/2) and adjusting it upwards to the nearest half-day.

(2) Article 16 - Vacation Leave

Vacation entitlements and debits shall be in accordance with the current Collective Agreement but shall be converted to hours on the basis of one (1) day equals seven and one-half (7 1/2) hours and one (1) week equals thirty-seven and one-half (37 1/2) hours. Vacation leave shall be granted on the same days of work, days of rest pattern as the normal work schedule.

(3) Article 17 - Sick Leave

Sick leave entitlements and debits shall be in accordance with the current Collective Agreement but shall be converted to hours on the basis of one (1) day equals seven and one-half (7 1/2) hours and one (1) week equals thirty-seven and one-half (37 1/2) hours.

(4) Article 20 - Designated Paid Holidays

Effective March 30, 1999 the following concerning designated holidays ceases to apply.

Where an employee works on a designated holiday he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday:

- (a) one and one-half (1 1/2) times his hourly rate of pay for the first eight (8) hours worked;
- (b) hourly rate of pay for hours in excess of the first eight (8) hours to the end of his regular scheduled hours of work;
- (c) two (2) times his hourly rate of pay for hours worked in excess of his regular scheduled hours of work;

or

Upon request, and with the approval of the Employer, he shall be granted:

- (a) seven decimal five (7.5) hours' leave with pay in lieu of the holiday;
- (b) pay at one and one-half (1 1/2) times his hourly rate of pay for the first eight (8) hours;
- (c) hourly rate of pay for hours in excess of the first eight (8) hours to the end of his regular scheduled hours of work;

and

- (d) double (2) time for hours in excess of the regular scheduled hours of work.

(5) Article 21 - Hours of Work and Overtime

- (a) Hours of Work

Hours of work for employees subject to this Memorandum of Agreement shall be scheduled so that employees work an average of thirty-seven and one-half (37 1/2) hours per week scheduled over a period not exceeding one hundred and twelve (112) days.

(b) Overtime Compensation

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

- (i) time and one-half (1 1/2), except as provided for in sub-paragraph (ii), (iii) or (iv);
- (ii) on a scheduled normal working day for the employee, double time (2) for all hours of overtime worked in excess of eight (8) consecutive hours of overtime in any contiguous period;
- (iii) on a day of rest double (2) time for all hours worked in excess of the hours scheduled for the shift which the employee works on that day;
- (iv) double time (2) for all hours worked on a second or subsequent day of rest in an unbroken series of consecutive and contiguous days of rest, provided the employee has worked and has received time and one-half (1 1/2) his straight-time hourly rate on a day of rest in that series.

**

(6) Article 28 - Pay Administration

Acting pay provided under 28.03 shall be in accordance with the current Collective Agreement but shall be converted to hours on the basis of one (1) day equals seven and one-half (7 1/2) hours and one (1) week equals thirty-seven and one-half (37 1/2) hours.

- (7) The special arrangement which has been implemented at a work unit under the provisions of this Memorandum of Agreement may be discontinued sixty (60) days following written notice from either party, or earlier if mutually agreed.

This Memorandum of Agreement shall be effective on the date it is signed and shall expire on April 30, 2001.

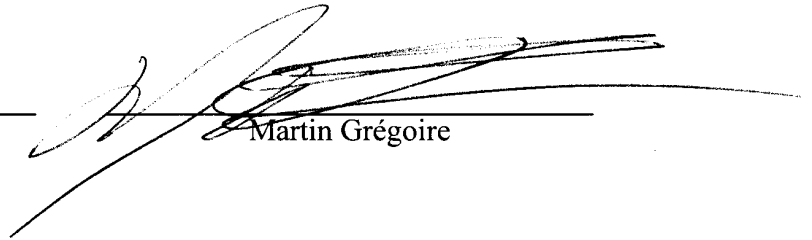
SIGNED AT OTTAWA, this 28th day of the month of April 2000.

THE TREASURY BOARD
OF
CANADA



Don Graham

THE CANADIAN ASSOCIATION
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OPERATORS



Martin Grégoire