



**FEDERAL GOVERNMENT  
DOCKYARDS  
TRADES AND LABOUR COUNCIL  
(Esquimalt)  
VICTORIA, BRITISH COLUMBIA**

**Proposed Amendments to the Ship  
Repair (West) Group  
Collective Agreement**

**Expiry Date January 30, 2015**

Without prejudice to any future proposed amendments and/ or additions, this document contains the Federal Government Dockyard Trades and Labour Council (Esquimalt)'s proposals/ demands for changes in the Ship Repair (West) Group Collective Agreement which expires January 30, 2015.

The Federal Government Dockyard Trades and Labour Council (Esquimalt) (the Council) reserves the right to present, during negotiations, additional proposals as well as counter-proposals with respect to specific Employer demands. The Council also proposes that articles of the agreement which are not ultimately dealt with as proposals by the parties shall be renewed with appropriate editorial modifications to ensure compatibility with other articles as finally agreed.

Note –

**Green** - indicates either an addition or change to an existing article, or the addition of a new clause or new language,

**Red** - indicates the deletion of a clause or existing language,

**Discuss** - as noted in the following proposals, this expresses the Federal Government Dockyards Trades and Labour Council (Esquimalt)'s desire to discuss issues of concern, while reserving the right to make or not to make a proposal

**Preamble**

The Council and the Employer shall make the relevant changes to the Collective Agreement as necessary to achieve currency.

**ARTICLE 7  
UNION REPRESENTATION**

**7.01 Use of Employer Facilities**

- a) The Employer agrees that accredited union representatives of the Council and its constituent unions may have access to the Employer's premises upon notice to and the consent of the Employer and such consent shall not be unreasonably withheld.
- b) **The Employer shall provide an office for the exclusive use of the Council with dedicated equipment for access to the Employer's electronic network.**
- c) **The Employer shall allow the Council to use the Employer's electronic network to communicate with and distribute information to its members. Council will not distribute information that the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives.**
- d) The Employer shall provide bulletin board space, **including electronic bulletin boards**, at appropriate locations in the work centres for the posting of union material by the Council and its affiliates. The posting of this material shall be subject to management approval.

**ARTICLE 7  
UNION REPRESENTATION**

**7.04 Leave for Council Officers and/or Stewards**

- a) Full time Leave with Pay for Union Business will be provided for two (2) Council officers in order to ensure that effective labour-management relations are maintained.**
- b) Full time Leave with Pay for Union Business will be provided for up to five (5) Council officers for attending collective bargaining preparatory meetings and for collective bargaining negotiations.**
- c) Full time Leave with Pay for Union Business will be provided to one (1) Council officer for the purpose of attending as an observer all hiring boards or selection committees whose purpose may affect the employment status of any current or future employees.**
- d) Time off with pay for Council officers and/or stewards to investigate and process complaints of employees may be granted upon request to their immediate superior. Such permission shall not be unreasonably withheld.**
- e) Council officers and/or stewards shall inform their immediate supervisors before leaving their work to attend pre-arranged meetings with local management.**
- f) Where practicable such representatives shall report back to their supervisors before resuming their normal duties.**

## ARTICLE 7 UNION REPRESENTATION

### ~~7.05 Provision of Bulletin Board Space~~ (moved to 7.01 d)

#### **7.05 Arbitration Board and Public Interest Commission**

When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Council before an Arbitration Board or Public Interest Commission. The Employer will grant leave with pay to an employee called as witness by an Arbitration Board or Public Interest Commission and when operational requirements permit, leave with pay to an employee called as a witness by the Council.

#### **7.06 Labour Conventions and Education Courses**

- a) Subject to operational requirements, the Employer will grant leave without pay to a reasonable number of employees to attend conventions of labour bodies to which the union is affiliated.
- b) **Subject to operational requirements, the Employer will grant leave without pay to employees to attend Labour education courses.**

**ARTICLE 8  
COUNCIL SECURITY**

**8.09** Upon request of the Council, the Employer agrees to supply the contact information for any employees represented by the Council.

**8.10** The employer agrees to supply each employee with a copy of the collective agreement in booklet format and makes an effort to do so within one (1) month after receipt from the printer.

**8.11 Discipline**

When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or her or to render an administrative or disciplinary decision concerning him or her, the employee

- a) will be informed by the Employer that a Council representative may attend the meeting. Where practicable, the employee shall receive a minimum of two (2) days notice of such a meeting.
- b) The Employer shall include the participation of a Council representative in any investigation of employee misconduct.
- c) The Employer shall notify the Council as soon as possible if an administrative or disciplinary action has been rendered to an employee of the bargaining unit.

**8.12 Contracting Out**

- a) The Employer will give the Council at least three (3) months notice of its intention to contract out any work or service normally performed by employees of the bargaining unit.
- b) If at any time the potential for contracting out arises, the Employer agrees to a three (3) month period of notification to actively explore through discussion with the Council the options available to forego a need to contract out such work.
- c) When a Contractor performs work that is usually performed by employees of the bargaining unit, such work shall normally be performed in accordance with the prevailing methods, practices or work distribution, and shall take into account the trade jurisdictional limitations of Council's affiliate Unions.
- d) If the workers of the Contractor do not belong to the same Unions affiliated to the Council, the Contractor will pay a work permit fee of ten dollars (\$10) per worker per week to the Council. The Employer shall ensure that the requirement for work permit fees is stipulated in every contract.

## ARTICLE 10 VACATION LEAVE WITH PAY

### 10.02 Accumulation of Vacation Leave Credits

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

(a) six (6) hours and forty (40) minutes per month until the month (for an annual total of 10 days) in which the anniversary of the employee's first (1<sup>st</sup>) year of service occurs;

or

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

~~(c) thirteen (13) hours and twenty (20) minutes per month (for an annual total of 20 days) commencing with the month in which the employee's eight (8<sup>th</sup>) anniversary of service occurs;~~

~~or~~

~~\*\*~~

~~(d) fourteen (14) hours and forty (40) minutes per month (for an annual total of 22 days) commencing with the month in which the employee's fifteenth (15<sup>th</sup>) anniversary of service occurs;~~

~~or~~

~~(e) fifteen (15) hours and twenty (20) minutes per month (for an annual total of 23 days) commencing with the month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;~~

~~or~~

~~(f) sixteen (16) hours and forty (40) minutes per month (for an annual total of 25 days) commencing with the month in which the employee's eighteenth (18<sup>th</sup>) anniversary of service occurs;~~

~~or~~

~~\*\*~~

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

~~or~~

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

**thereafter;**

**(c) an additional eight (8) hours per year commencing with the month in which the employee's second (2nd) anniversary of service occurs and occurring yearly on the employee's anniversary of service to a maximum annual leave credit of 45 days per year.**

**ARTICLE 10  
VACATION LEAVE WITH PAY**

**10.05 (c)**

**Subject to management approval, annual leave requests will be accepted via telephone call-in due to an unforeseen arising. Such approval shall not be unreasonably withheld.**

**ARTICLE 10  
VACATION LEAVE WITH PAY**

**10.08 Carry-Over of Total Accumulated Vacation Leave for ~~Ten (10)~~  
Thirty-five (35) days or Less**

Because of either the employee's personal circumstances or work requirements, it is recognized that all planned vacation may not be used. Therefore, carry-over of total vacation leave up to and including ~~ten (10)~~ **thirty-five (35)** accumulated days will be approved.

**10.09 Carry-over of Total Accumulated Vacation Leave in Excess of  
~~Ten (10)~~ Thirty-Five (35) days**

By January 1st of each year, requests to carry over vacation leave in excess of ~~ten (10)~~ **thirty-five (35)** total accumulated days, for special circumstances, must be submitted in writing, by the employee stating the reasons and approximate proposed vacation dates to the immediate supervisor. Such requests will be considered by Senior Management. Reasons for carry-over of vacation leave in excess of ~~ten (10)~~ **thirty-five (35)** days shall include but are not necessarily limited to the following:

- (a) planned vacations requiring extensive periods;
- (b) period to build a house;
- and
- (c) extensive periods for special events or circumstances requiring the employee's attendance or participation.

**ARTICLE 10  
VACATION LEAVE WITH PAY**

**New Article**

**Clauses will be re-numbered as required**

**Clauses 10.xx and 10.yy Liquidation of Vacation Leave Credits will take effect on April 1, 201X.**

**10.xx**

**(a) Notwithstanding clauses 10.08, 10.09, and 10.10, all vacation leave credits in excess of two hundred and eighty (280) hours on March 31<sup>st</sup> shall be automatically paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on March 31<sup>st</sup>.**

**(b) Notwithstanding paragraph (a), if on March 31<sup>st</sup>, 201x or on the date an employee becomes subject to this Agreement subsequent to March 31, 201x, an employee has more than two hundred and eighty (280) hours of unused vacation leave credits, eighty (80) hours per year shall be granted or paid in cash (as per the employee's choice) by March 31<sup>st</sup> of each year commencing on March 31, 201X until all vacation leave credits in excess of two hundred and eighty (280) have been liquidated. Payment shall be in one installment per year and shall be at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on March 31<sup>st</sup> of the applicable previous vacation year.**

**10.yy**

**Once per vacation year, upon application by the employee and at the discretion of the employer, earned but unused vacation leave credits in excess of one hundred and sixty (160) hours, may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on March 31<sup>st</sup> of the previous vacation year.**

**ARTICLE 10  
VACATION LEAVE WITH PAY**

**10.zz Leave Credits When Employment Terminates**

**When an employee ceases to be an employee for any reason, the employee will be entitled to the full year entitlement of annual leave for their final year and will not be required to repay any overuse of leave credits for their final year.**

**ARTICLE 11  
DESIGNATED PAID HOLIDAYS**

**11.01**

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

**(b) Family Day- currently the 2<sup>rd</sup> Monday in February in B.C. to be a designated holiday.**

**ARTICLE 12**  
**SICK LEAVE WITH PAY**

**12.01 Credits**

An employee shall earn sick leave credits at the rate of ~~ten (10)~~ **twenty (20)** hours for each calendar month for which the employee is entitled to pay for at least eighty (80) hours.

**ARTICLE 12  
SICK LEAVE WITH PAY**

**12.03 Granting of Sick Leave With Pay**

Unless otherwise informed by the Employer, a statement signed by the employee describing the nature of his/her illness or injury and stating that because of his/her illness or injury the employee was unable to perform his/her duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 12.02(a).

**(a) when an employee is required by the employer to provide additional verification such as a blue form or doctor's certificate, any costs (including paid leave as required) associated with the acquiring of said verification shall be reimbursed to the employee.**

**ARTICLE 12**  
**SICK LEAVE WITH PAY**

**12.05 Advance of Credits**

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

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

or

- (b) for a period of up to ~~one hundred and twenty (120)~~ **five hundred and twenty (520)** hours if the employee has not submitted an application for injury-on-duty leave.

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

**ARTICLE 12  
SICK LEAVE WITH PAY**

**12.06 Special Sick Leave**

**At the discretion of the employer, employees may be granted up to 130 days sick leave once during the course of their career. This leave:**

- 1. can be granted to an employee who has insufficient sick leave credits to cover the entire period of an illness,**
- 2. is granted after an employee has used all accumulated sick leave credits,**
- 3. can be granted in several periods as required depending on the employee's progress towards recovery,**
- 4. will not be recovered from future leave credits, and**
- 5. requires a medical certificate.**

**The employer can authorize the use of any balance of the 130 days used previously for a subsequent serious illness.**

**ARTICLE 12  
SICK LEAVE WITH PAY**

**12.xx**

**When an employee has been accepted for Long Term Disability (LTD) benefits, that employee will be granted a leave of absence without pay for the duration of their absence or until they reach the age of 65.**

**ARTICLE 12  
SICK LEAVE WITH PAY**

**12.08 Payout of Sick Leave When Employment Terminates**

**When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to 75% of earned but unused sick leave calculated by the daily rate of pay, to which the employee is entitled by virtue of the certificate of appointment in effect at the time of the termination of the employee's employment.**

**ARTICLE 13**  
**OTHER TYPES OF LEAVE WITH OR WITHOUT PAY**

**13.02 Bereavement Leave With Pay**

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

**ARTICLE 13  
OTHER TYPES OF LEAVE WITH OR WITHOUT PAY**

**13.02 Bereavement Leave With Pay**

(a) Where a member of the employee's immediate family dies, an employee shall be entitled to bereavement leave with pay for a single period of not more than seven (7) consecutive calendar days. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased or must begin within two(2) days following the death. In addition, be granted up to three (3) days' bereavement leave with pay for the purpose of travel. **When circumstances arise the period of leave may be split into two (2) periods, the total of which shall not exceed five (5) working days, in order to allow the employee to attend the funeral services and a subsequent internment service.**

**ARTICLE 13**  
**OTHER TYPES OF LEAVE WITH OR WITHOUT PAY**

- (b) An employee is entitled to bereavement leave with pay, up to a maximum of one (1) day, in the event of the death of the employee's **or employee's spouse or common-law partner's** son-in-law, daughter-in-law, brother-in-law, sister-in-law, **aunt, uncle, grandparent(s)**.
  
- (c) **An employee is entitled to bereavement leave with pay up to a maximum of 1 (one) day when requested to be Pall Bearer.**

**ARTICLE 13**  
**OTHER TYPES OF LEAVE WITH OR WITHOUT PAY**

**13.13 Leave Without Pay for ~~Family-Related~~ Personal Needs**

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

**ARTICLE 13  
OTHER TYPES OF LEAVE WITH OR WITHOUT PAY**

**13.15 Leave With Pay for Family-Related Responsibilities**

- (a) For the purpose of this clause family is defined as spouse (or common-law partner resident with the employee), children (including step-children, children of legal or common-law partner), **grandchildren or ward of employee, former legal guardian,** foster child, parents (including step-parents or foster parents), **father-in-law, mother-in-law, grandparents, brother, sister (including step brother or step sister),** or any other relative permanently residing in the employees household or with whom the employee permanently resides.
- (c) The total leave with pay which may be granted under sub-clause (b)(i), (ii), (iii), (iv) and (v) shall not exceed **forty (40) sixty- four (64)** hours in a fiscal year.
- (d) **It is recognized by the parties that the circumstances which call for Leave With Pay For Family Related Responsibilities are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant Leave With Pay For Family Related Responsibilities in a manner other than specified in clause 13.15(a) provided that the combined period of Leave With Pay For Family Related Responsibilities does not exceed the amounts specified in clause 13.15(c).**

**ARTICLE 13  
OTHER TYPES OF LEAVE WITH OR WITHOUT PAY**

**13.xx Leave without Pay for the Care of Immediate Family**

Subject to operational requirements, an employee shall be granted leave without pay for family-related needs in accordance with the following conditions:

1. For the purpose of this clause, immediate family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of spouse or common-law partner) parents (including step-parents or foster parent), grandparents, or any relative permanently residing in the employee's household or with whom the employee permanently resides.
2. Subject to paragraph (a), up to a total of five (5) years leave without pay during an employee's total period of employment in the Public Service may be granted for the personal long-term care of the employee's family. Leave granted under this paragraph shall be for a minimum period of three (3) weeks, and may encompass multiple periods of Leave Without Pay for the Care of Immediate Family but shall not exceed the maximum of 5 years total leave granted.
3. An employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
4. leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of continuous employment for the purposes of calculating severance pay and from the calculation of service for the purposes of calculating vacation leave;
5. time spent on such leave shall not be counted for pay increment purposes.

**ARTICLE 13  
OTHER TYPES OF LEAVE WITH OR WITHOUT PAY**

**13.16 Volunteer Leave**

- (a) Subject to operational requirements as determined by the Employer ~~and with an advance notice of at least five (5) working days~~, the employee shall be granted, in each fiscal year, ~~a single period of up to eight (8) hours~~ **twenty-four (24) hours** of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign;
- (b) The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.
- (c) **leave may be used in four (4) hour increments.**

**ARTICLE 13  
OTHER TYPES OF LEAVE WITH OR WITHOUT PAY**

**13.17 Personal Leave**

- (a) Subject to operational requirements as determined by the Employer ~~and with an advance notice of at least five (5) working days,~~ the employee shall be granted, in each fiscal year, ~~a single period of up to eight (8) hours~~ **twenty-four (24) hours** of leave with pay for reasons of a personal nature.
- (b) The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.
- (c) **leave may be used in four (4) hour increments.**

## ARTICLE 15 SEVERANCE PAY

### 15.05 Death

Regardless of any other payment to an employee's estate, if the employee dies there shall be paid to the estate, severance pay calculated by multiplying the employee's weekly rate of pay at the time of death by the number of completed years of continuous employment and, in the case of a partial year of continuous employment, ~~one (1)~~ **two (2)** week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty ~~(30)~~ **fifty-two (52)** weeks' pay, less any period within that period of continuous employment in respect of which the employee was granted a termination of employment benefit paid by the Employer.

**ARTICLE 16**  
**HOURS OF WORK AND OVERTIME**

**16.01**  
**Hours of Work**

- (a) The hours of work shall be forty (40) hours per week and eight (8) hours per day.
- (b) The workweek and workdays shall be from Monday to Friday inclusive.
- (c) The first and second days of rest shall be Saturday and Sunday respectively.

**16.02** The hours of work shall be scheduled as follows:

- (a) the first (night) shift shall be from 0000 hour to 0800 hours with ~~an unpaid~~ **a paid** meal period from 0400 hours to 0430 hours;
- (b) the second (day) shift shall be from 0800 hours to ~~1630~~ **1600** hours with ~~an unpaid~~ **a paid** meal period from 1200 hours to 1230 hours;
- (c) the third (evening) shift shall be from 1600 hours to 2400 hours with ~~an unpaid~~ **a paid** meal period from 2000 hours to 2030 hours.

**ARTICLE 16**  
**HOURS OF WORK AND OVERTIME**

**16.05** An employee who is transferred from one shift to another within ~~eight~~ **(8) ten (10)** hours or less from the completion of the employee's previous shift shall be subject to the application of clause 16.09 for all hours worked on that first shift of the new schedule.

**ARTICLE 16  
HOURS OF WORK AND OVERTIME**

**16.08 OVERTIME**

**(a) All overtime shall be voluntary and pensionable.**

**(b) The Employer will make every reasonable effort:**

~~(a)~~**(i)** to distribute overtime fairly among available qualified employees;

~~(b)~~**(ii)** to give at least four (4) hours' advance notice to employees who are required to work overtime;

~~(c)~~**(iii)** to keep overtime to a minimum.

**(c) The hours of overtime work on days of rest shall be scheduled as follows:**

- (i) the first (night) shift shall be from 0000 hour to 0800 hours with a paid meal period from 0400 hours to 0430 hours;**
- (ii) the second (day) shift shall be from 0800 hours to 1600 hours with a paid meal period from 1200 hours to 1230 hours;**
- (iii) the third (evening) shift shall be from 1600 hours to 2400 hours with a paid meal period from 2000 hours to 2030 hours.**

## ARTICLE 16 HOURS OF WORK AND OVERTIME

### 16.09 Overtime Compensation

Subject to clause 16.11, overtime shall be compensated at the following rates:

- a) an employee who works overtime on first or third shift shall receive a shift premium as specified in clause 25.01, and**
- a)b)** double (2) time for each hour of overtime worked after having worked the scheduled hours of work to a maximum of sixteen (16) hours on a regular workday Monday to Friday inclusive and for all hours worked on a day of rest up to a maximum of sixteen (16) hours;
- b)c)** triple (3) time for each hour of overtime worked after sixteen (16) hours' work in any twenty-four (24) hour period, and for all hours worked by an employee who is recalled to work before the expiration of the ten (10) hour rest period referred to in clause 16.10.

**ARTICLE 16  
HOURS OF WORK AND OVERTIME**

**16.10**

- a) An employee who works for a period of more than fifteen (15) hours in a twenty-four (24) hour period shall report on his/her next regular scheduled shift when a period of ten (10) hours has elapsed from the end of the previous working period. If, in the application of this clause, an employee works less than his/her next full shift, the employee shall, nevertheless, receive eight (8) hours' regular pay.
  
- b) **An employee who works for a period of less than fifteen (15) hours in a twenty-four (24) hour period shall report on his/her next regular scheduled shift when a period of eight (8) hours has elapsed from the end of the previous working period. If, in the application of this clause, an employee works less than his/her next full shift, the employee shall, nevertheless, receive eight (8) hours' regular pay.**

**ARTICLE 16  
HOURS OF WORK AND OVERTIME**

**16.xx Minimum Pay**

**When an employee is requested to work overtime they will receive a minimum of two (2) hours pay at the applicable overtime rate of pay.**

**ARTICLE 16  
HOURS OF WORK AND OVERTIME**

**Compensation for Cancelled Overtime Work**

**16.xx When an employee is scheduled to work overtime that is not contiguous to the employees current shift, and the overtime is subsequently cancelled after the employee has left the employers premises, the employee will be paid at the equivalent of six (6) hours pay at straight time rate.**

**ARTICLE 16  
HOURS OF WORK AND OVERTIME**

**16.15 Overtime Meal Allowance**

- (a) A meal allowance ~~of ten dollars and fifty cents (\$10.50)~~ will be paid **based on the calculated average of the National Joint Council Travel Directive meal rates:**
  
- (b) Except as provided in clause 16.15(a)(iii), an employee who works overtime on days of rest or holidays is not entitled to a meal allowance for the first eight (8) hours worked. A meal allowance ~~of ten dollars and fifty cents (\$10.50) will be paid~~ **based on the calculated average of the National Joint Council Travel Directive meal rates will be paid** for each subsequent four (4)-hour period of overtime worked.

**ARTICLE 16  
HOURS OF WORK AND OVERTIME**

**16.16 Overtime Meal Break**

Unless otherwise informed by the Employer, any employee required to work overtime shall take an paid meal break of not less than thirty (30) minutes immediately following the end of his/her normal shift.

## ARTICLE 18 TRAVELLING

### 18.03

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

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

**ARTICLE 19  
CALL-BACK PAY**

**19.01**

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

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

or

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

or

(c) after the employee has completed his/her work for the day, and returns to work the employee shall be paid the greater of:

(i) at the applicable overtime rate for time worked,

or

(ii) the equivalent to ~~four (4)~~ **eight (8)** hours pay at the straight-time rate, provided that the period worked by the employee is not contiguous to the employee's scheduled shift. ~~and the employee was not notified of such overtime requirement prior to completing his/her last period of work.~~

## ARTICLE 24 ALLOWANCES

### 24.01 Dirty Work

- (a) The Employer agrees to continue the present practice of paying a dirty work allowance to an employee for work requiring exposure to particularly dirty or obnoxious conditions.

Compensation shall be at the present rate.

The dirty work allowance shall be paid for situations **listed in the Dirty Work Allowance Schedule as being particularly dirty or obnoxious, or** agreed to by the parties as being particularly dirty or obnoxious, or for which an adjudicator determines as being particularly dirty or obnoxious.

- (c) Recognizing that changes in methods will introduce new situations which may qualify for compensation as outlined above, and delete old situations, local management will consult with the Council with a view to reviewing jobs for which compensation will be paid. **The Dirty Work Allowance Schedule will be updated as required to reflect these changes.**

## ARTICLE 24 ALLOWANCES

### 24.02

#### Height Pay

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

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

**(a) when safety regulations or practices dictate that a fall arrest harness should/must be worn;**

**(b) to a crane operator while suspending personnel from a crane in a bucket or boatswain's chair.**

## ARTICLE 24 ALLOWANCES

### 24.03 Sea Duties Aboard Surface Vessels

When an employee is required to go to sea (i.e. beyond the harbour limits) in a vessel for the purpose of conducting trials, repairing defects, dumping ammunition, etc., the employee shall be compensated, from the time he/she reports aboard until ~~fifteen (15) minutes~~ **thirty (30) minutes after reaching the harbour limits after being returned to usual place of work on the final return**, as follows:

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

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

**ARTICLE 24  
ALLOWANCES****24.04****Transfer at Sea ~~During Sea Trials~~**

When an employee is required to proceed to an ~~ship under trials at sea or to a ship proceeding to sea or to a ship proceeding to sea on trials~~ **offshore vessel**, by helicopter, yardcraft or auxiliary vessel and is required to transfer from the helicopter, yardcraft or auxiliary vessel to the ~~ship undergoing sea trials~~ **offshore vessel**, the employee shall be paid a transfer allowance of ~~ten dollars (\$10.00)~~ **four (4) hours pay at straight time rate per transfer**. If the employee leaves the ship by similar transfer the employee shall be paid a further ~~ten dollars (\$10.00)~~ **four (4) hours pay at straight time rate per transfer**.

## ARTICLE 24 ALLOWANCES

### 24.05

#### Submarine Trials

- (a) When an employee is required to be in a submarine during trials under the following conditions:
- (i) the employee is in a submarine when it is in a closed down condition either alongside a jetty or within a harbour, on the surface or submerged, i.e., when the pressure hull is sealed and undergoing trials such as vacuum tests, high pressure tests, snort trials, battery ventilation trials or other recognized formal trials, or the submarine is rigged for diving;
- or
- (ii) the employee is in a submarine when it is beyond the harbour limits on the surface or submerged;

**(b) for the first twelve (12) hours aboard or less, at the applicable rate of pay;**

**(c) for all hours aboard in excess of twelve (12) hours, at the applicable rate of pay for all hours worked and at the regular rate of pay for all un-worked hours.**

**(d) for all hours aboard past scheduled return time (captive time) at the applicable straight time or overtime rate.**

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

~~(b)~~**(e)** In addition, an employee shall receive a submarine trials allowance equal to ~~twenty-five per cent (25%)~~ **fifty per cent (50%)** of the employee's basic hourly rate for each completed one-half (1/2) hour the employee is required to be in a submarine during trials as per the conditions prescribed in sub-clause 24.05(a);

**(f) when an employee is required to be in a submarine either alongside the jetty or in the drydock the employee shall receive a submarine allowance equal to twenty-five (25)% of the employees basic hourly rate for each completed one-half (1/2) hour the employee is required to be in a submarine.**

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

**ARTICLE 25  
SHIFT PREMIUM**

**25.01**

An employee who ~~is regularly scheduled to~~ works third (evening) or first (night) shift **either during the regular work week or while working overtime on days of rest** shall be paid a shift premium of:

- (a) ~~one-fifteenth (1/15)~~ **one seventh (1/7)** of the employee's basic hourly rate of pay for each hour worked on third (evening) shift,

**ARTICLE 26  
PAY****26.02**

- (a) The rates of pay set forth in Appendix "A" 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 this Agreement, the following shall apply:
  - (i) "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefore;
  - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the group during the retroactive period;
  - (iii) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;
  - (iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the *Public Service Terms and Conditions of Employment Regulations*, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
  - (v) no payment or no notification shall be made pursuant to paragraph 26.02(b) for one dollar (\$1.00) or less.

**ARTICLE 27**  
**LOSS OF PERSONAL EFFECTS**

**27.02**

Where an employee is assigned to duty aboard a ship and suffers loss of clothing or personal effects (those which can reasonably be expected to accompany the employee aboard the ship) because of a marine accident or disaster, the employee shall be reimbursed the value of those articles up to a maximum of ~~one thousand dollars (\$1,000)~~ **two thousand five hundred (\$2500.00)** based on replacement cost less the usual rate of depreciation.

**ARTICLE 36  
DURATION AND RENEWAL**

**DISCUSS**

**APPENDIX "A"**

**DISCUSS**

**New Article  
Parking**

**XX.XX The employer shall continue the practice of supplying parking at the workplace free of charge. In the event that a paid parking policy is implemented, the employer shall reimburse all parking costs to effected employees.**

**New Article  
Long Service Pay**

**XX.01** An employee who receives pay for at least eighty (80) hours for each of twelve (12) consecutive calendar months for which the employee is eligible to receive long service pay, beginning April 1 of each year, is entitled to be paid, in a lump sum, an amount related to the employee's period of service in the Public Service set out in the following table:

Period of Service in the Public Service	Annual Amount
5 to 9 years	5 days pay at substantive rate of pay
10 to 14 years	6 days pay at substantive rate of pay
15 to 19 years	7 days pay at substantive rate of pay
20 to 24 years	8 days pay at substantive rate of pay
25 to 29 years	9 days pay at substantive rate of pay
30 years or more	10 days pay at substantive rate of pay

**XX.02** An employee who does not receive at least eighty (80) hours' pay for each of twelve (12) consecutive calendar months for which the employee is eligible to receive long service pay, beginning April 1 of each year, is entitled to one-twelfth (1/12) of the relevant amount as set out in clause XX.01 for each month for which he/she receives at least eighty (80) hours' pay.

**XX.03** Where an employee does not complete the employee's specified period of service in the Public Service upon the first (1<sup>st</sup>) day of a calendar month, the employee shall, for the purpose of clause XX.01, be deemed to have completed the specified period of employment:

1. on the first (1<sup>st</sup>) day of the current month if the employee completes the specified period of employment during the first fifteen (15) days of the month,  
and
2. on the first (1<sup>st</sup>) day of the subsequent month in any other case.

**LETTERS OF UNDERSTANDING**

**12-01 Resign**

**12-02 Resign**

**12-03 Resign**

**12-04 Resign with amendments**

**(Add FMF CB, CFAD Rocky Point – 4 day 10 hour shifts option)**

**12-05 Resign**

**12-06 Insert Alternate Work Schedule into CA**

**12-07 Resign**

**12-xx Sandblast LOU inserted into agreement**

**12-xx Steamcleaner LOU inserted into agreement**