



Treasury Board of Canada
Secretariat

Secrétariat du Conseil du Trésor
du Canada

Group: Aircraft Operations
Expiry Date: 25 January 2011

Agreement between the Treasury Board and the Canadian Federal Pilots Association

Group: Aircraft Operations
(All Employees)

CODE: 401
Expiry Date: January 25, 2011

Groupe : Navigation aérienne
Date d'expiration : le 25 janvier 2011

Canada



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Treasury Board of Canada Secretariat
Compensation and Labour Relations
L'Esplanade Laurier
140 O'Connor Street
Ottawa, Ontario
K1A 0R5

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Available through your local bookseller or by mail
from Publishing and Depository Services
Public Works and Government Services Canada
Ottawa, Ontario
K1A 0S5

Telephone: 613-941-5995
Fax: 613-954-5779
Orders only: 1-800-635-7943
Internet: <http://publications.gc.ca>
Catalogue No. 978-0-660-64215-4
ISBN BT42-401/2011

This document is available on the Treasury Board of Canada
Secretariat Web site at the following address:

www.tbs-sct.gc.ca

Canadian Federal Pilots Association
Suite 400 – 350 Sparks Street
Ottawa, Ontario
K1R 7S8



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 AO - AIRCRAFT OPERATIONS GROUP
 ANNUAL RATES OF PAY72

**Asterisks denote changes from the previous collective agreement.

ARTICLE 1

PURPOSE OF AGREEMENT

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

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

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) **“Union”** means the Canadian Federal Pilots Association;
- (b) **“bargaining unit”** means all the employees of the Employer in the Aircraft Operations Group, as described in the certificate issued by the Public Service Labour Relations Board on January 18, 2001;
- (c) **“Civil Aviation Inspector”** means an employee in the Civil Aviation Inspectors Sub-Group of the Aircraft Operations Group;
- (d) **“continuous employment”** has the same meaning as specified in the *Public Service Terms and Conditions of Employment Regulations*;
- (e) a **“common-law spouse”** relationship is said to exist when, for a continuous period of at least one (1) year, an employee has lived with a person of the opposite sex, publicly represented that person to be his or her spouse, and lives and intends to continue to live with that person as if that person were his or her spouse;

- (f) **“daily rate of pay”** means an employee’s weekly rate of pay divided by five (5);
- (g) **“day of rest”** in relation to an employee means a day other than a Holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave of absence;
- (h) **“double time”** means twice an employee’s hourly rate of pay;
- (i) **“employee”** means a person who is a member of the bargaining unit;
- (j) **“Engineering Test Pilot”** means an employee in the Engineering Test Pilots Sub-Group of the Aircraft Operations Group;
- (k) **“Employer”** means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board;
- (l) **“headquarters area”** has the same meaning as given to the expression in the Treasury Board Travel Directive;
- (m) **“Helicopter Pilot”** means an employee in the Helicopter Pilots and Supervisors Sub-Group of the Aircraft Operations Group;
- (n) **“holiday”** means the twenty-four (24) hour period commencing at 00:01 a.m. of a day designated as a Holiday in this Agreement;
- (o) **“hourly rate of pay”** means an employee’s daily rate of pay divided by seven decimal five (7.5);
- (p) **“lay-off”** means the termination of an employee’s employment because of a lack of work or because of the discontinuance of a function;
- (q) **“leave”** means authorized absence from duty by an employee during the employee’s regular or normal hours of work;
- (r) **“membership dues”** means the dues established pursuant to the constitution of the Union as the dues payable by its members as a consequence of their membership in the Union, and shall not include any initiation fee, insurance premium, or special levy;

(s) **“time and one-half”** means one and one-half (1 1/2) times an employee’s hourly rate of pay;

and

(t) **“weekly rate of pay”** means an employee’s annual rate of pay divided by 52.176.

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

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

and

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

ARTICLE 3 APPLICATION

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

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

ARTICLE 4 INTERPRETATION OF AGREEMENT

4.01 The parties agree that, in the event of a dispute arising out of the interpretation of a clause or article in this Agreement, such dispute shall in the first instance be referred to the parties who will meet within thirty (30) working days and seek to resolve the problem.

ARTICLE 5
STATE SECURITY

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

ARTICLE 6
OFFICIAL TEXTS

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

ARTICLE 7
CONFLICT BETWEEN LEGISLATION AND THE COLLECTIVE
AGREEMENT

7.01 If any law now in force or enacted during the term of this Agreement renders null and void any provision of this Agreement, the remaining provisions shall remain in effect for the term of the agreement.

ARTICLE 8
RECOGNITION

8.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Labour Relations Board on January 18, 2001, covering all of the employees of the Employer in the Aircraft Operations Group.

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

ARTICLE 9
MANAGEMENT RIGHTS

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

ARTICLE 10
RIGHTS OF EMPLOYEES

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

ARTICLE 11
APPOINTMENT OF REPRESENTATIVES

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

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

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

ARTICLE 12
TIME OFF FOR REPRESENTATIVES

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

ARTICLE 13
ACCESS

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

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

ARTICLE 14
INFORMATION

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

14.02 The Employer agrees to supply each employee with a copy of the collective agreement.

ARTICLE 15

BULLETIN BOARDS

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

ARTICLE 16

LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

16.01 Public Service Labour Relations Board Hearings

- (1) Complaints made to the Public Service Labour Relations Board pursuant to Section 190(1) of the *Public Service Labour Relations Act*

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

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

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

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

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

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

(3) Employee called as a Witness

The Employer will grant:

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

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

16.02 Arbitration Board and Public Interest Commission Hearings

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

(2) Employee called as a Witness

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

16.03 Adjudication

(1) Employee who is a Party

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

(2) Employee who acts as Representative

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

(3) Employee called as a Witness

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

16.04 Meetings During the Grievance Process

(1) Employee presenting Grievance

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

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

and

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

(2) Employee who acts as Representative

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

(3) Grievance Investigations

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

16.05 Contract Negotiations Meetings

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

16.06 Preparatory Contract Negotiations Meetings

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

16.07 Meetings Between the Union and Management

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

16.08 Group Executive Meetings, Union Executive Meetings and Union Conventions

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

16.09 Representatives' Training Courses

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

16.10 Determination of Leave Status

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

ARTICLE 17

CHECK-OFF

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

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

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

17.04 An employee who satisfies the Employer to the extent that the employee declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that the employee will make contributions to a charitable organization equal to dues shall not be subject to this article.

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

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

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

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

ARTICLE 18

HOURS OF WORK

18.01

- (a) The work week of employees shall be thirty-seven decimal five (37.5) hours consisting of five (5) consecutive days, Monday to Friday inclusive, and the normal scheduled hours of work each day shall be a continuous period of seven decimal five (7.5) hours between the hours of 0700 and 1800 exclusive of an unpaid meal break and shall be documented between every employee and their manager. Except as provided in paragraph (c) below, such hours shall not vary from day to day. Notwithstanding the above, for shipborne helicopter pilots, the provisions of Article 45 shall apply.
- (b) At the request of the employee, the Employer may vary the daily hours of work to make provision for a compressed work week.

- (c) The Employer may change an employee's normal scheduled hours of work within 0700 hours and 1800 hours and where less than twelve (12) working days notice is given such changes shall only be made by mutual agreement between the employee and the Employer.
- (d) The Employer will endeavour to give at least two (2) weeks notice to helicopter pilots assigned to shipboard operations of sailing dates and times and anticipated crew change dates, and as much notice as possible of any revisions to such dates and times.

18.02

- (a) Flight time and flight duty time limitations for employees will be governed by the Department of Transport Operations Manual when operating (at the controls of) Department of Transport aircraft. When operating other than Department of Transport aircraft, flight time and duty time limitations will be governed by the policies and provisions of the aircraft operator.
- (b) For the purposes of the article, in-flight inspections are considered to be flight duty and flight time is considered to include in-flight inspection time. Flight duty time shall not commence in the event the employee is notified that a flight is delayed or cancelled prior to departure from the employee's residence or place of rest if in travel status.

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

18.04 Subject to operational requirements, two (2) fifteen (15) minute rest periods shall be provided during each work day.

ARTICLE 19
OVERTIME

In this Article:

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

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

- (a) time and one-half (1 1/2) for each hour worked in excess of thirty-seven decimal five (37.5) hours in any one work week;

and
- (b) double-time (2) for all hours worked in excess of seven decimal five (7.5) hour of overtime worked at time and one-half (1 1/2) within any contiguous period.

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

- (a) time and one-half (1 1/2) for the first seven decimal five (7.5) hours worked;

and
- (b) double-time (2) for all hours worked thereafter within any contiguous period;
- (c) except, an employee shall be compensated on the basis of double (2) time for each hour worked on the second and each subsequent day of rest.

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

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

19.04

- (a) All overtime, premium pay or allowances earned under Article 19-Overtime, Article 20-Travelling Time, Article 22-Designated Paid Holidays, Article 43-Callback, Article 45-Shipboard and Special Assignment Allowance, and Article 44-Standby, with the exception of the one-hour of compensation under article 44(b), shall accumulate as compensatory leave at the sub-group and level at which it is earned. Such accumulated compensatory leave shall be held in reserve to be scheduled in leave and/or paid in cash at the request of the employee and the discretion of the Employer.

- (b) Employees shall be paid for each hour of earned but unused compensatory leave remaining to their credit on March 31st. Such payment is in lieu of compensatory leave remaining on that date and shall be paid at the rate of the employee's hourly rate of pay on that date.
- (c) Notwithstanding 19.04(a) and (b), a maximum of seventy-five (75) hours earned but unused compensatory leave may be carried over, at the direction of the Employer, or at the request of an employee and the discretion of the Employer, beyond March 31st.

**

19.05 An employee who works three (3) or more hours of overtime immediately before or following his or her scheduled hours of work shall be reimbursed his or her expenses for one meal in the amount of ten dollars and fifty cents (\$10.50) except when the meal has been provided free to the employee. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he or she may take a meal break either at or adjacent to his or her place of work.

For greater certainty, the above allowance shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

ARTICLE 20 TRAVELLING TIME

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

- (a) On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.
- (b) On a normal working day on which the employee travels and works, the employee shall earn:
 - (i) his or her regular pay for the day for a combined period of travel and work not exceeding seven decimal five (7.5) hours,

and

- (ii) the applicable overtime rate for additional travel time in excess of seven decimal five (7.5) hour period of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time hourly rate of pay.
- (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' at the straight-time hourly rate of pay.
- (d) if an employee is required to travel outside Canada or Continental USA:
 - (i) on a normal working day on which the employee travels and works, he shall be paid:
 - (A) his regular pay for the day for a combined period of travel and work not exceeding his regular scheduled working hours,
 - and
 - (B) at the applicable overtime rate for additional travel time in excess of seven decimal five (7.5) hour period of work and travel, with a maximum payment for such additional travel time not to exceed fifteen (15) hours pay at the straight-time hourly rate of pay,
- (ii) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours traveled to a maximum of fifteen (15) hours' pay at the straight-time hourly rate of pay.

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

20.03 This article does not apply to an employee who is required to operate or travel in any type of transport in the performance of duties and/or which also serves as his or her living quarters during a tour of duty. In such circumstances the employee shall be paid in accordance with the relevant provisions of Articles 18, 19, 22 and 45 of this Agreement.

20.04 Travel Status Leave

- (a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for forty (40) nights during a fiscal year shall be granted seven decimal five (7.5) hours of time off with pay. The employee shall be credited with an additional seven decimal five (7.5) hours of time off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) nights.
- (b) The maximum number of days off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) This leave with pay is deemed to be compensatory leave and is subject to paragraph 19.04(a), (b) and (c).

The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.

ARTICLE 21

PAY ADMINISTRATION

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

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

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

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

21.03

- (a) The rates of pay set forth in Appendix “A” shall become effective on the 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 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 immediately below the rate of pay being received prior to the revision;
 - (v) no payment or no notification shall be made pursuant to paragraph 21.03(b) for one dollar (\$1.00) or less.

21.04 When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for a period of at least three (3) consecutive working days, the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts.

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

ARTICLE 22

DESIGNATED PAID HOLIDAYS

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

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

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

and

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

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

Holiday Falling on a Day of Rest

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

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

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

and

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

Compensation for Work on a Holiday

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

or

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

Holiday Coinciding with a Day of Paid Leave

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

**ARTICLE 23
VACATION LEAVE**

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

Accumulation of Vacation Leave Credits

**

23.02 An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least seventy-five (75) hours:

- (a) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8th) year of continuous employment occurs;
- (b) twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of continuous employment occurs;
- (c) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of continuous employment occurs;

- (d) fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of continuous employment occurs;
- (e) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of continuous employment occurs;
- (f) sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of continuous employment occurs;
- (g) eighteen decimal seven five (18.75) hours per month commencing with the month in which the employee's twenty-eighth (28th) anniversary of continuous employment occurs.

Scheduling of Vacation Leave

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

- (a) not to recall an employee to duty after the employee has proceeded on vacation leave;
- (b) to schedule the employee's vacation leave during the vacation year in which it is earned, if so requested by the employee not later than June 1;
- **
- (c) to schedule the employee vacation leave for at least two (2) consecutive weeks if so requested by the employee not later than June 1;
- **
- (d) to schedule the employee's vacation leave on any other basis requested by the employee if the employee makes his or her request not later than June 1;
- **
- (e) to schedule an employee vacation leave when specified by the employee if:
 - (i) the period of vacation leave requested is less than a week,

and

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

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

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

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

- (a) is granted bereavement leave,

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

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

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

**

23.07 Carry-Over of Vacation Leave

- (a) Where in any vacation year all of the vacation leave credited to an employee has not been scheduled, the employee may carry over into the following vacation year up to a maximum of two hundred sixty-two decimal five (262.5) hours credits. All vacation leave credits in excess of two hundred sixty-two decimal five (262.5) hours will be paid in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on the last day of the vacation year.

- (b) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred twelve decimal five (112.5) hours may be paid in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on March 31st, of the previous vacation year.

Recall from Vacation Leave

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

- (a) in proceeding to the employee's place of duty,

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

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

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

Leave when Employment Terminates

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

**

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

23.12 Notwithstanding clause 23.11, an employee whose employment is terminated for cause pursuant to Section 12(1)(e) of the *Financial Administration Act* by reason of abandonment of his or her position is entitled to receive the payment referred to in clause 23.11 if the employee requests it within six (6) months following the date upon which employment is terminated.

23.13 Advance Payments

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

**

Cancellation or Alteration of Vacation Leave

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

23.15

Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of continuous employment.

**ARTICLE 24
SICK LEAVE**

Credits

**

24.01 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 the employee receives pay for at least seventy-five (75) hours.

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

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

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

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

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

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

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

**

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

or

**

- (b) for a period of up to one hundred and twelve decimal five (112.5) hours if the employee has not submitted an application for injury-on-duty leave,

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

ARTICLE 25

OTHER LEAVE WITH OR WITHOUT PAY

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

25.02 Bereavement Leave With Pay

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, grandparent, 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 the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (4) 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. During such period the

employee shall be paid for those days which are not regularly scheduled days of rest for that employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

- (b) An employee is entitled up to one (1) day's bereavement leave with pay for the purpose related to the death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in sub-clauses 25.02(a) and (b).

25.03 Court Leave with Pay

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

- (a) to be available for jury selection;
 - (b) to serve on a jury;
- or
- (c) by subpoena or summons to attend as a witness in any proceeding except one to which an employee is a party and otherwise than in the performance of the duties of his or her position, held:

**

- (i) in or under the authority of a court of justice,
- (ii) before a court, judge, justice, magistrate or coroner,
- (iii) before a Senate or House of Commons of Canada, or a committee of the Senate or House of Commons,
- (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,

or

- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

25.04 Personnel Selection Leave With Pay

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

25.05 Injury-on-Duty Leave With Pay

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer 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 the employee's duties and not caused by wilful misconduct,

or

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

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

25.06 Examination Leave With Pay

Leave of absence with pay to write examinations may be granted by the Employer to an employee. Such leave will be granted only where in the opinion of the

Employer the course of study is directly related to the employee's duties or will improve the employee's qualifications.

25.07 Maternity Leave Without Pay

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

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.
- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 24 Sick Leave. For purposes of this subparagraph, the

terms “illness” or “injury” used in Article 24 Sick Leave, shall include medical disability related to pregnancy.

- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

25.08 Maternity Allowance

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

and

 - (iii) has signed an agreement with the Employer stating that:
 - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;

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

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

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

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

- (ii) for each week that the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate of pay and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 25.08(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan maternity benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Québec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.

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

**

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

25.09 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 25.08(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance or Québec Parental Insurance Plan maternity benefits;
 - and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 25.08(a), other than those specified in sections (A) and (B) of subparagraph 25.08(a)(iii);

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph 25.09(a)(i), the difference between ninety-three per cent (93%) of her weekly rate of pay, and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 25.08 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance Plan maternity benefits for the reasons described in subparagraph 25.09(a)(i).

25.10 Parental Leave Without Pay

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

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

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

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

25.11 Parental Allowance

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

and

- (iii) has signed an agreement with the Employer stating that:
 - (A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - (B) following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 25.08(a)(iii)(B), if applicable;
 - (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

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

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

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

- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay, for each week of the waiting period, less any other monies earned during this period;
 - (ii) for each week the employee receives parental, adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate of pay and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
 - (iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 25.11(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Québec.

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

25.12 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
- (i) fails to satisfy the eligibility requirement specified in subparagraph 25.11(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits;
 - and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 25.11(a), other than those specified in sections (A) and (B) of subparagraph 25.11(a)(iii);

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph 25.12(a)(i), the difference between ninety-three per cent (93%) of the employee's rate of pay, and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 25.11 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph 25.12(a)(i).

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

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

- (a) an employee shall notify the Employer in writing four (4) weeks in advance of the commencement date of such leave;

- (b) leave granted under this clause shall be for a minimum period of six (6) months;
- (c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the public service;
- (d) such leave shall be deducted for the calculation of "continuous employment" for the purposes of calculating severance pay and vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

25.14 Leave Without Pay for Family-Related Needs

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

- (a) Subject to operational requirements as determined by the Employer, leave without pay for a period of up to three (3) months will be granted to an employee for family-related needs.
- (b) Subject to operational requirements as determined by the Employer, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for family-related needs.
- (c) An employee is entitled to leave without pay for family-related needs only once under each of (a) and (b) of this clause during the employee's total period of employment in the public service. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer.
- (d) Leave without pay granted under (a) of this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall be counted for pay increment purpose.
- (e) Leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

25.15 Leave Without Pay for Relocation of Spouse

- (a) At the request of an employee, leave without pay for a period up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.
- (b) Leave without pay granted under this clause shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and vacation leave for the employee involved except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

25.16 Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), children (including children of legal or common-law spouse), parents (including stepparents or foster parents), or any relative permanently residing in the employee’s household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:
 - (i) an employee is expected to make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude the employee’s absence from work, however, when alternate arrangements are not possible an employee shall be granted up to one-half (1/2) day for a medical or dental appointment when the dependent family member is incapable of attending the appointment by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible;
 - (ii) leave with pay to provide for the immediate and temporary care of a sick member of the employee’s family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;

- (iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;
- (c) The total leave with pay which may be granted under sub-clause (b)(i), (ii) and (iii) shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.

25.17 Leave With or Without Pay for Other Reasons

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

25.18 Personal Leave

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

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 leaves at such times as the employee may request.

25.19 Volunteer Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

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

ARTICLE 26
DISCRIMINATION

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

ARTICLE 27
LEAVE - GENERAL

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

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

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

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

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

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

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

27.08 Leave credits will be earned on a basis of a day being equal to seven decimal five (7.5) hours.

27.09 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, except for Bereavement Leave With Pay where a day is a calendar day.

27.10 When an employee is granted a day of leave, such employee will not be scheduled for work on that day without mutual agreement.

ARTICLE 28 SEVERANCE PAY

Lay-off

28.01

- (i) On the first (1st) lay-off 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 three hundred and sixty-five (365).
- (ii) On second (2nd) or subsequent lay-off one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under sub-paragraph (i).

Resignation

28.02 On resignation, subject to clause 28.05 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.

Retirement

28.03

- (i) On retirement, when an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* or when the employee is entitled to an immediate annual allowance, under the *Public Service Superannuation Act*,

or

- (ii) a part-time employee, who regularly works more than thirteen decimal five (13.5) but less than thirty (30) hours a week, and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*,

a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

Severance Pay on Death

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

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

ARTICLE 29
EMPLOYEE PERFORMANCE REVIEW

29.01 An employee shall be given an opportunity to sign any formal review of his or her performance, and shall also be given an opportunity to sign all adverse reports pertaining to the performance of his or her duties and shall be provided a copy of the report.

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

29.03 Twice per year, upon written request by an employee, the personnel file(s) of that employee shall be made available within ten (10) working days for his/her examination in the presence of an authorized representative of the Employer.

ARTICLE 30
SAFETY AND HEALTH

30.01 The Employer shall continue to ensure that reasonable provisions are made for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Union and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

ARTICLE 31
IMMUNIZATION

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

**ARTICLE 32
PUBLICATIONS**

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

**ARTICLE 33
STATEMENT OF DUTIES**

33.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization.

**ARTICLE 34
AVIATION AIRCREW ALLOWANCE (AAA)**

34.01 Preamble

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

34.02 Eligibility

Employees who are incumbents of positions (either on a substantive basis or acting appointment basis) in the Aircraft Operations bargaining unit shall be entitled to an Aviation Aircrew Allowance (AAA).

34.03 Application

A.

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- (i) Incumbents of positions identified above shall be eligible to receive the following annualized Aviation Aircrew Allowance to be paid biweekly:

Effective January 26, 2008: \$5,281;

Effective January 26, 2009: \$5,281;

Effective January 26, 2010: \$5,281.

- (ii) The Allowance specified above does not form part of an employee's salary.

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- (iii) An employee shall be paid the Allowance for each calendar month for which the employee receives at least seventy-five (75) hours pay as an incumbent of a position in the AO bargaining unit.

B. Part-time employees shall be entitled to the Allowance on a pro rata basis.

C. The parties agree that disputes arising from the application of this article may be subject to consultation.

****ARTICLE 35**

GRIEVANCE PROCEDURE

35.01 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 15.0 of the NJC By-Laws.

35.02 The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When the parties agree in writing to avail themselves of an informal conflict management system established pursuant to section 207 of the *PSLRA*, the time limits prescribed in the article 35 Grievance

Procedure are suspended until either party gives the other notice in writing to the contrary.

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

35.04 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Union Representative.

35.05 Where the provisions of clauses 35.07, 35.24 or 35.38 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency concerned. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present 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.

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

Individual Grievances

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

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

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

35.08 Presentation of grievance

- (1) Subject to subsections (2) to (7), an employee is entitled to present an individual grievance if he or she feels aggrieved
 - (a) by the interpretation or application, in respect of the employee, of
 - (i) a provision of a statute or regulation, or of a direction or other instrument made or issued by the employer, that deals with terms and conditions of employment, or
 - (ii) a provision of a collective agreement or an arbitral award;
 - or
 - (b) as a result of any occurrence or matter affecting his or her terms and conditions of employment.
- (2) An employee may not present an individual grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the *Canadian Human Rights Act*.
- (3) Despite subsection (2), an employee may not present an individual grievance in respect of the right to equal pay for work of equal value.
- (4) An employee may not present an individual grievance relating to the interpretation or application, in respect of the employee, of a provision of a collective agreement or an arbitral award unless the employee has the approval of and is represented by the Union.
- (5) An employee who, in respect of any matter, chooses to use a complaint procedure established by a policy of the employer, such as the Policy on Prevention and Resolution of Harassment in the Workplace, may not present an individual grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from presenting an individual grievance under this article.
- (6) An employee may not present an individual grievance relating to any action taken under any instruction, direction or regulation 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.

- (7) For the purposes of subsection (6), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation 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.

35.09 There shall be three (3) levels in the grievance procedure. These levels shall be as follows:

- (a) Level 1 - first (1st) level of management;
- (b) Level 2 - intermediate level;
- (c) Final level - the Deputy Minister (or his equivalent) or his delegated representative.

35.10 Representatives

- (a) 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 title of the person so designated together with the title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.
- (b) This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Union.

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

35.12 An employee may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 35.07, 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.

35.13 An employee may present a grievance at each succeeding level in the grievance procedure beyond the first (1st) level either:

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

or

- (b) where the Employer has not conveyed a decision to the employee within the time prescribed in clause 35.14, within twenty-five (25) days after he presented the grievance at the previous level.

35.14 The Employer will normally reply to an employee's grievance at any level of the grievance procedure, except the final level, within ten (10) days after the grievance is presented, and within thirty (30) days when the grievance is presented at the final level.

35.15 Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the Union 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.

35.16 Where a grievance has been presented up to and including the final level in the grievance process, and the grievance is not one that may be referred to adjudication in accordance with clause 35.22, the decision on the grievance taken at the final level in the grievance process is final and binding and no further action may be taken under the *Public Service Labour Relations Act*.

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

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

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

35.20 Any 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, due to circumstances beyond his control, he was unable to comply with the prescribed time limits.

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

35.22 Reference to Adjudication

- (1) An employee may refer to adjudication an individual grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to the employee's satisfaction if the grievance is related to:
 - (a) the interpretation or application in respect of the employee of a provision of a collective agreement or an arbitral award;
 - (b) a disciplinary action resulting in termination, demotion, suspension or financial penalty;
 - (c) demotion or termination under paragraph 12(1)(d) of the *Financial Administration Act* for unsatisfactory performance or under paragraph 12(1)(e) of that Act for any other reason that does not relate to a breach of discipline or misconduct; or
 - (d) deployment under the *Public Service Employment Act* without the employee's consent where consent is required.
- (2) When an individual grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.
- (3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).

- (4) Nothing in subsection (1) above is to be construed or applied as permitting the referral to adjudication of an individual grievance with respect to:
- (a) any termination of employment under the *Public Service Employment Act*;
 - or
 - (b) any deployment under the *Public Service Employment Act*, other than the deployment of the employee who presented the grievance.

35.23 Before referring an individual grievance related to matters referred to in paragraph 35.22(1)(a), the employee must obtain the approval of the Union.

Group Grievances

35.24 The Union may present a grievance at any prescribed level in the grievance procedure, and shall transmit this grievance to the 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 Union with a receipt stating the date on which the grievance was received by him.

35.25 Presentation of Group Grievance

- (1) The Union may present to the Employer a group grievance on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of a collective agreement or an arbitral award.
- (2) In order to present the grievance, the Union must first obtain the consent of each of the employees concerned in the form provided for by the regulations. The consent of an employee is valid only in respect of the particular group grievance for which it is obtained.

- (3) The group grievance must relate to employees in a single portion of the federal public administration.
- (4) The Union may not present a group grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the *Canadian Human Rights Act*.
- (5) Despite subsection (4), the Union may not present a group grievance in respect of the right to equal pay for work of equal value.
- (6) If an employee has, in respect of any matter, availed himself or herself of a complaint procedure established by a policy of the Employer, the Union may not include that employee as one on whose behalf it presents a group grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from participating in a group grievance under this article.
- (7) The Union may not present a group grievance relating to any action taken under any instruction, direction or regulation 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.
- (8) For the purposes of subsection (7), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation 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.

35.26 There shall be no more than a maximum of three (3) levels in the grievance procedure. These levels shall be as follows:

- (a) Level 1 - first (1st) level of management;
- (b) Level 2 - intermediate level;
- (c) Final level - the Deputy Minister (or his equivalent) or his delegated representative.

35.27 The Employer shall designate a representative at each level in the grievance procedure and shall inform the Union of the title of the person so designated together with the title and address of the officer-in charge to whom a grievance is to be presented.

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

35.29 The Union may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 35.24, no later than the twenty-fifth (25th) day after the earlier of the day on which the aggrieved employees received notification and the day on which they had knowledge of any act, omission or other matter giving rise to the group grievance.

35.30 The Union may present a grievance at each succeeding level in the grievance procedure beyond the first (1st) level either:

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

or

(b) where the Employer has not conveyed a decision to the Union within the time prescribed in clause 35.31, within twenty-five (25) days after the Union presented the grievance at the previous level.

35.31 The Employer will normally reply to the Union's grievance at any level of the grievance procedure, except the final level, within ten (10) days after the grievance is presented, and within thirty (30) days when the grievance is presented at the final level.

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

35.33 The Union may by written notice to officer-in-charge withdraw a grievance.

35.34 Opting out of a group Grievance

(1) An employee in respect of whom a group grievance has been presented may, at any time before a final decision is made in respect of the grievance, notify the Union that the employee no longer wishes to be involved in the group grievance.

- (2) The Union shall provide to the representatives of the Employer authorized to deal with the grievance, a copy of the notice received pursuant to paragraph (1) above.
- (3) After receiving the notice, the Union may not pursue the grievance in respect of the employee.

35.35 The Union failing to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond its control, it was unable to comply with the prescribed time limits.

35.36 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause the Union to abandon the grievance or refrain from exercising the right to present a grievance, as provided in this Collective Agreement.

35.37 Reference to Adjudication

- (1) The Union may refer to adjudication any group grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to its satisfaction.
- (2) When a group grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.
- (3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).

Policy Grievances

35.38 The Employer and the Union may present a grievance at the prescribed level in the grievance procedure, and forward the grievance to the representative of the Union or the Employer, as the case may be, authorized to deal with the grievance. The party who receives the grievance shall provide the other party with a receipt stating the date on which the grievance was received by him.

35.39 Presentation of Policy Grievance

- (1) The employer and the Union may present a policy grievance to the other in respect of the interpretation or application of the collective agreement or arbitral award as it relates to either of them or to the bargaining unit generally.
- (2) Neither the employer nor the Union may present a policy grievance in respect of which an administrative procedure for redress is provided under any other Act of Parliament, other than the *Canadian Human Rights Act*.
- (3) Despite subsection (2), neither the employer nor the Union may present a policy grievance in respect of the right to equal pay for work of equal value.
- (4) The Union may not present a policy grievance relating to any action taken under any instruction, direction or regulation 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.
- (5) For the purposes of subsection (4), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation 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.

35.40 There shall be no more than one (1) level in the grievance procedure.

35.41 The Employer and the Union shall designate a representative and shall notify each other of the title of the person so designated together with the title and address of the officer-in charge to whom a grievance is to be presented.

35.42 The Employer and the Union may present a grievance in the manner prescribed in clause 35.38, no later than the twenty-fifth (25th) day after the earlier of the day on which it received notification and the day on which it had knowledge of any act, omission or other matter giving rise to the policy grievance.

35.43 The Employer and the Union will normally reply to the grievance within thirty (30) days when the grievance is presented.

35.44 The Employer or the Union, as the case may be, may by written notice to officer-in-charge abandon a grievance.

35.45 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause the Employer or the Union to abandon the grievance or refrain from exercising the right to present a grievance, as provided in this Collective Agreement.

35.46 Reference to Adjudication

- (1) A party that presents a policy grievance may refer it to adjudication.
- (2) When a policy grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.
- (3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).

ARTICLE 36

JOINT CONSULTATION

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

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

National Consultation

36.03

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- (a) To facilitate discussions on matters of mutual interest outside the terms of the collective agreement including training and career development, the Employer will recognize an Aircraft Operations Group Committee of the Union for the purpose of consulting with management. Representation at

such meetings will normally be limited to five (5) representatives from each party, or as mutually agreed.

- (b) Consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote understanding, but it is expressly understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

ARTICLE 37

CONTRACTING OUT

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

ARTICLE 38

ILLEGAL STRIKES

**

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

ARTICLE 39

AGREEMENT RE-OPENER

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

ARTICLE 40
LOSS OF LICENCE

40.01 The Employer agrees, where an employee permanently loses his or her Flight Crew Licence due to medical or proficiency reasons, to continue the present practice of making every reasonable effort to find suitable employment either within the department or elsewhere in the public service.

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

ARTICLE 41
LICENCE AND MEDICAL FEES

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

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

and

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

ARTICLE 42
NATIONAL JOINT COUNCIL AGREEMENTS

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

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

ARTICLE 43
CALL-BACK

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

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

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

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

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

or

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

ARTICLE 44

STANDBY

44.01

- (a) An employee will be considered to be on standby when the Employer requires that employee to be available at a known telecommunications link number and able to perform authorized work during off-duty hours for his or her designated period of standby duty.
- (b) An employee on standby shall be compensated at the rate of one (1) hour for each eight (8) consecutive hours or portion thereof that the employee has been designated as being on standby duty.
- (c) The compensation referred to in (b) shall be made in cash. However, at the request of the employee and the discretion of the Employer, the compensation may be in the form of compensatory leave.
- (d) No compensation shall be made for the total period of standby duty if the employee is unable to report for duty when required.
- (e) An employee on standby who receives a call to duty and who performs authorized work shall be credited with compensatory leave in accordance with Article 43 and shall continue to receive compensation under this clause for the balance of the period of standby duty in which he or she is called to duty.
- (f) Upon recommencement of standby duty following a period in which an employee has been recalled to work or received a call to duty subject to clause 44.01(e) he or she will recommence to earn standby compensation under the provisions of paragraph (b) of this clause.
- (g) When there is a known requirement for standby duties on a continuing basis the Employer will endeavour to distribute the standby duties on an equitable basis among qualified available employees.

ARTICLE 45

SHIPBOARD AND SPECIAL ASSIGNMENT ALLOWANCE

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

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

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

ARTICLE 46

EXTRA DUTY ALLOWANCE

46.01

**

- (a) Subject to clause (b) of this article, all employees in the bargaining unit shall be paid the following Extra Duty Allowance:

Effective January 26, 2008: \$7,480;
Effective January 26, 2009: \$7,480;
Effective January 26, 2010: \$7,480.

- (b) The requirements for eligibility to receive Extra Duty Allowance and the timing of payments shall be the same as those contained in Transport Canada's Professional Aviation Currency Program for Civil Aviation Inspectors (formerly referred to as the Professional Currency Programs for Civil Aviation Inspectors) and the TSB Policy on CAI Professional Aviation Currency.
- (c) Extra Duty Allowance shall form part of pay for purposes of the *Public Service Superannuation Act* (PSSA), *Disability Insurance Act* (DI) and the Public Service Management Insurance Plan (PSMIP).

ARTICLE 47

PROFESSIONAL AVIATION CURRENCY

47.01 The parties agree that the maintenance of Professional Aviation Currency is necessary for the Employer to fulfil its mandate and for employees to carry out their duties.

47.02 The Employer shall provide each medically fit Civil Aviation Inspector (CAI) with the opportunity to maintain his/her Professional Aviation Currency through the use of Departmental aircraft or an approved alternate professional currency program.

47.03 Professional Aviation Currency is deemed to have been met as a minimum, by the possession and maintenance of the Airline Transport Pilot Licence (ATPL) and Group 1 or Group 4 Instrument Rating/Pilot Proficiency Check or a Commercial Helicopter Pilot Licence and Group 4 Instrument Rating/Pilot Proficiency Check.

47.04 The Employer shall assign each employee in accordance with the criteria and procedures established between the Employer and the Union to a Professional Aviation Currency Program.

47.05 With the exception of 47.04 above all changes to the Transport Canada Professional Aviation Currency Policy for Civil Aviation Inspectors and the TSB policy on CAI Professional Aviation Currency shall be accomplished by means of mutual agreement between the parties.

ARTICLE 48

AVIATION OCCURRENCE INVESTIGATION

48.01 Where an employee is involved in an accident or incident related to the operation of an aircraft while performing his duties, the employee may be removed from flying status and assigned alternate duties pending the outcome of any investigation into the accident or incident undertaken by the Employer or the Canadian Transportation Accident Investigation and Safety Board (CTAISB) or both.

48.02 If after seven (7) days the employee has not been returned to all duties, including flying status, written notification must be provided along with the reasons therefore, to the employee with a copy to the Union.

48.03 In cases involving aircraft accidents or incidents the employee will not be required to commit orally or in writing to the Employer for a period of twenty-four (24) hours following the accident or incident unless the employee has the opportunity to be represented by the Union and has been afforded the opportunity of a medical examination by a medical examiner approved by the Union and the Employer.

48.04 Where an investigation is undertaken by the Employer, pursuant to the above, every effort shall be made to issue a formal report within three (3) months.

48.05 Both the employee involved and the Union will be informed on a regular basis of the course of such an investigation and will be provided with a copy of any interim or final report resulting therefrom.

48.06 Where an employee provides information or evidence to an investigation for the purposes of determining the circumstances and/or cause of an aviation accident or incident such information will be used exclusively for the purposes of flight safety and shall not be used against any person in any legal or disciplinary proceedings except as provided for in accordance with the *Canadian Transportation Accident Investigation and Safety Board (CTAISB) Act*.

**

48.07 Where disciplinary action is considered following the issuance of an accident or incident investigation report, the provisions of Article 35.12 shall be applicable from the date of issue of such report.

ARTICLE 49

STANDARDS OF DISCIPLINE

- 49.01** An employee shall be notified in writing of any investigation that may result in disciplinary action being taken against the employee by the Employer. Such notice shall contain a description of the allegations and make known the office and/or individuals that will be carrying out such investigation.
- 49.02** When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Canadian Federal Pilots Association (CFPA) attend the meeting. The employee shall be advised by the Employer of his or her right to Union representation. The employee shall receive a minimum of one (1) day's notice of such a meeting.
- 49.03** The Employer shall notify the local representative of the CFPA as soon as possible that such suspension or termination has occurred.
- 49.04** The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.
- 49.05** Subject to the *Access to Information Act* and *Privacy Act*, the Employer will provide the employee access to the information used during the disciplinary investigation.

ARTICLE 50

DEVELOPMENT TRAINING OR EDUCATION

- 50.01** Developmental training or education, including attendance at certain seminars, symposiums and conferences, represents opportunities for development to the employee beyond that which the Employer requires of the employee to maintain the employee's competency in the employee's current position. Specifically, developmental training and education is employee requested not Employer required.

50.02 Where developmental training or education is arranged by the Employer and an employee is given the opportunity to attend, the employee shall be informed in advance of what is likely to be involved in respect of the employee's personal time above and beyond the employee's normal hours of work both in respect of travel and attendance at such activities.

50.03 Developmental training or education opportunities do not always associate themselves with the normal hours of work. If the employee wishes to be given the opportunity to attend and is permitted to do so, the employee shall only be entitled to normal travel expenses incurred and regular salary and in these circumstances the overtime and traveling time provisions of the collective agreement will not apply.

ARTICLE 51

EMPLOYEES ON PREMISES OF OTHER EMPLOYERS

51.01 If employees are prevented from performing their duties because of a strike or lock-out on the premises of another employer, the employees shall report the matter to the Employer, and the Employer will make reasonable efforts to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.

ARTICLE 52

JOB SECURITY

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

ARTICLE 53

LEGAL ASSISTANCE

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

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

ARTICLE 54
DURATION AND RENEWAL

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54.01 The duration of this Collective Agreement shall be from the date it is signed to January 25, 2011.

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

**

54.03 The provisions of this Collective Agreement shall be implemented by the parties within a period of one hundred and twenty (120) days from the date of signing.

SIGNED AT OTTAWA, this 14th day of August, 2009.

THE TREASURY BOARD
OF CANADA

THE CANADIAN FEDERAL
PILOTS ASSOCIATION

ORIGINAL SIGNED BY

Hélène Laurendeau

ORIGINAL SIGNED BY

Michel Brulotte

ORIGINAL SIGNED BY

Todd Burke

ORIGINAL SIGNED BY

Duncan Chalmers

ORIGINAL SIGNED BY

John Park

ORIGINAL SIGNED BY

Pierre Clement

ORIGINAL SIGNED BY

Jennifer Taylor

ORIGINAL SIGNED BY

Pete Firlotte

ORIGINAL SIGNED BY

Steve Buckles

ORIGINAL SIGNED BY

Marilyn Gilmour

ORIGINAL SIGNED BY

Nicolas Williams

ORIGINAL SIGNED BY

Greg Holbrook

ORIGINAL SIGNED BY

Mark Clitsome

ORIGINAL SIGNED BY

Dan Slunder

ORIGINAL SIGNED BY

Arthur Allan

ORIGINAL SIGNED BY

Yvan Turcotte

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

(in dollars)

- A) Effective January 26, 2008**
B) Effective January 26, 2009
C) Effective January 26, 2010

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

From:	\$	66765	68670	70627	72641	74711
To:	A	68301	70249	72251	74312	76429
	B	69326	71303	73335	75427	77575
	C	70366	72373	74435	76558	78739

CAI-2

From:	\$	71681	73723	75827	77987	80211	82497
To:	A	73330	75419	77571	79781	82056	84394
	B	74430	76550	78735	80978	83287	85660
	C	75546	77698	79916	82193	84536	86945

CAI-3

From:	\$	76710	78896	81145	83460	85839	88284	90801
To:	A	78474	80711	83011	85380	87813	90315	92889
	B	79651	81922	84256	86661	89130	91670	94282
	C	80846	83151	85520	87961	90467	93045	95696

CAI-4

From:	\$	81621	83949	86339	88799	91330	93933	96609
To:	A	83498	85880	88325	90841	93431	96093	98831
	B	84750	87168	89650	92204	94832	97534	100313
	C	86021	88476	90995	93587	96254	98997	101818

CAI-5

From:	\$	88149	90660	93245	95906	98639	101450	104339
To:	A	90176	92745	95390	98112	100908	103783	106739
	B	91529	94136	96821	99584	102422	105340	108340
	C	92902	95548	98273	101078	103958	106920	109965

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

From:	\$	95581	98304	101106	103968	106933	109981
To:	A	97779	100565	103431	106359	109392	112511
	B	99246	102073	104982	107954	111033	114199
	C	100735	103604	106557	109573	112698	115912

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

From:	\$	73641	75356	77560	79763	82036
To:	A	75335	77089	79344	81598	83923
	B	76465	78245	80534	82822	85182
	C	77612	79419	81742	84064	86460

HPS-2

From:	\$	77010	79067	81416	83762	86150
To:	A	78781	80886	83289	85689	88131
	B	79963	82099	84538	86974	89453
	C	81162	83330	85806	88279	90795

PAY NOTES

1. The pay increment period for employees in these scales of rates is one (1) year and a pay increment shall be the next rate in the scale of rates.
2. Subject to Pay Note 3, the pay increment date for an employee appointed to a position in the bargaining unit on promotion, demotion or from outside the public service after February 22, 1982, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to February 22, 1982 remains unchanged.
3. Part time employees shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.