

|                    |     |    |    |
|--------------------|-----|----|----|
| SOURCE             | Co. |    |    |
| EFF.               | 96  | 01 | 11 |
| TERM.              | 98  | 09 | 30 |
| No. OF EMPLOYEES   | 640 |    |    |
| NO. MRE D'EMPLOIES | AK  |    |    |

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CANADA COMMUNICATION GROUP**

**AND**

**THE COUNCIL OF GRAPHIC ARTS UNIONS  
OF THE PUBLIC SERVICE OF CANADA**

*DISCONTINUED*

**GROUP: PRINTING PRODUCTION**

*1st 95/1/22*

*09911(02)*

## **APPLICATION**

This Agreement sets forth certain terms and conditions of employment applicable to employees of the Employer "performing printing production and other related operations job functions, including all employees having duties related to the reproduction and binding of text-material and illustrations by the various techniques used in the printing industry and directly related to shop operations as well as their supervisors and also includes the employees who perform maintenance functions with respect to the equipment used" as described in the certificate issued by the Public Service Staff Relations Board on May 6, 1994.

## **ALTERNATE PROVISIONS:**

Certain provisions of the Agreement have no application at all to "**Printing Production Supervisors**". Certain other provisions have no application at all to "**Printing Production Employees**". In such instances, the text in the Agreement clearly identifies which of these groups of employees is excluded from the application of a particular provision. Furthermore, where an alternate provision **has** been identified for one of these groups, the applicability of that provision is specifically identified in the relevant article.

Where the provision does not exclude or identify an alternate provision for either the "**Printing Production Supervisors**" or the "**Printing Production Employees**", then that provision applies to both groups of employees. The two groups are defined below.

## **PRINTING PRODUCTION SUPERVISORS:**

For the purpose of this Agreement, "**Printing Production Supervisors**" are defined as employees of the Employer whose duties include the continuing full-time supervision of other employees within the bargaining unit described in the certificate' issued by the Public Service Staff Relations Board on May 6, 1994.

## **PRINTING PRODUCTION EMPLOYEES:**

For the purposes of this Agreement, "**Printing Production Employees**" are employees of the Employer who are within the bargaining unit described in the certificate' issued by the Public Service Staff Relations Board on May 6, 1994 other than "**Printing Production Supervisors**".

(i)

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## ARTICLE 1

### PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer, the employees and the Council of Graphic Arts Unions of the Public Service of Canada, hereinafter called the Council, and to set forth herein certain provisions relating to remuneration, hours of work, and working conditions.

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

## ARTICLE 2

### INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) "bargaining unit" means the employees of the Employer "performing printing production and other related operations job functions, including all employees having duties related to the reproduction and binding of text material. and illustrations by the various techniques used in the printing industry and directly related shop operations as well as their supervisors and also includes the employees who perform maintenance functions with respect to the equipment used "as described in the certificate issued by the Public Service Staff Relations Board on May 6, 1994;
- (b) a "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person of the opposite sex, publicly represented that person to be his/her spouse, and lives and intends to continue to live with that person as if that person were his/her spouse;
- (c) "continuous employment" has the same meaning as specified in the Public Service Terms and Conditions of Employment Regulations on the date of signing of this Agreement;
- (d) "Council" means the Council of Graphic Arts Unions of the Public Service of Canada;
- (e) "double time" means two (2) times the employee's hourly rate of pay;
- (f) "employee" means a person so defined in the Public Service Staff Relations Act, and who is a member of the bargaining unit;
- (g) "Employer" means Her Majesty in right of Canada as represented by the

Canada Communication Group, and includes any person authorized to exercise the authority of the Canada Communication Group;

- (h) "**Shop Delegate**" also means Shop Steward or Chapel Chairperson, according to the custom of the respective union;
- (i) "**straight-time rate**" means the employee's hourly rate of pay;
- (j) "**time and one-half**" means one and one-half (1 1/2) times the employee's hourly rate of pay;
- (k) "**day**" means the twenty-four (24) hour period commencing eight (8) hours before the time at which a shift is scheduled to commence;
- (l) "**holiday**" means the twenty-four (24) hour period commencing eight (8) hours before the regular starting time of a shift which is not scheduled to be worked due to the observance of a day designated as a "holiday";
- (m) "**day of rest**" in relation to an employee is either the first or second twenty-four (24) consecutive hour period that falls within a weekend recess;
- (n) "**hourly rate of pay**" means the annual rate of pay as specified in this Agreement divided by the product obtained by multiplying fifty-two point one seventy-six (52.176) by the normal work week;
- (o) "**lay-off**" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;
- (p) "**leave**" means authorized absence from duty by an employee during his or her regular or normal hours of work.

The following sub-clauses (q), (r) and (s) apply only to "Printing Production Supervisors".

- (q) "**overtime**" means :
  - (i) work properly authorized by the Employer and performed by an employee in excess or outside of his regularly scheduled daily hours of work;
  - or
  - (ii) in the case of a part-time employee, authorized work in excess of the normal daily or weekly hours of work of a full-time employee but does not include time worked on a holiday;
- (r) "**night shift**" is one in which four (4) or more regularly scheduled hours fall between 18:00 hours in the evening and 07:00 hours the following morning. All other shifts are day shifts;
- (s) "**spouse**" will, when required, be interpreted to include "common-law spouse".

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

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

and

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

2.03 In this Agreement, words importing the masculine gender include the feminine gender.

## ARTICLE 3

### OFFICIAL TEXTS

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

## ARTICLE 4

### CONFLICT BETWEEN LEGISLATION AND THE COLLECTIVE AGREEMENT

4.01 In the event that any law passed by Parliament, applying to employees covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of Agreement.

4.02 Nothing in this Agreement shall be construed to require the Employer to do or to 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**.

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

## ARTICLE 5

### MANAGERIAL RESPONSIBILITIES

5.01 The Employer and the Council agree that all the functions of Management are

retained by the Employer. Without limiting the generality of the foregoing, except to the extent provided herein and except as provided by law, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the Canada Communication Group.

## ARTICLE 6

### SCOPE OF AGREEMENT

6.01 The Employer recognizes the Council of Graphic Arts Unions of the Public Service of Canada as the exclusive bargaining agent for all employees described in the certificate issued to the Council by the Public Service Staff Relations Board on May 6, 1994.

## ARTICLE 7

### COUNCIL REPRESENTATION

7.01 Accredited Council representatives shall have access to the plant provided the permission of the Employer or of a person designated by him has been obtained.

7.02 The Council shall notify the Employer promptly and in writing of the name of its Shop Delegates and their area of jurisdiction. The Employer shall be notified promptly by the Council if any changes occur thereafter.

7.03 The Employer recognizes the Shop Delegate as the Council's representative in his designated area and will not discriminate against him for performing any of the functions of a Shop Delegate, as set forth in this Article.

7.04 A Shop Delegate must obtain the permission of his immediate supervisor before leaving his work, and such permission may be granted without loss of pay for a reasonable period of time to investigate ~~complaints~~ of an urgent nature or to meet with local management for the purpose of dealing with grievances, and it is understood that such permission may be granted only with reference to grievances which may arise in the area of jurisdiction of the Shop Delegate. The **Shop** Delegate shall report back to his supervisor before resuming his normal duties.

7.05 The Employer will continue its present practice of providing space on bulletin boards for the posting of notices. These notices will be subject to the approval of the Employer except notices of meetings, elections, names of Council representatives and social and recreational events.



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## ARTICLE 8

### COUNCIL SECURITY

8.01 The Employer will, as a condition of employment, deduct an amount equivalent to regular membership dues, in a fixed amount exclusive of any initiation fees, pension deductions, special assessments or arrears which may exist at the signing of this Agreement, from the monthly pay of all employees in the bargaining unit.

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

8.03 The Employer agrees to make deductions for the Council's group life insurance premiums upon production of properly authorized documentation, and such other deductions as may be agreed to between the parties from time to time.

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

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

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

8.07 The amounts deducted in accordance with clause 8.01 shall be remitted by cheque to the person designated by the Council, within a reasonable period of time after deductions are made. The cheque shall be accompanied by particulars identifying each employee, the appropriate Union, and the deductions made on the employee's behalf.

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

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

The following clauses 8.10 and 8.11 apply only to "Printing Production Supervisors".

8.10 The Employer agrees to continue the past practice of making deductions for

other purposes on the basis of the production of appropriate documentation.

8.11 If employees are prevented from performing their duties because of a strike or lock-out on the premises of a provincial, municipal, commercial or industrial 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 9

### VACATION LEAVE

#### Alternate Provision

The following clauses 9.01 to 9.17 apply only to "Printing Production ~~Employees~~".

#### Accumulation of Vacation Leave

9.01 For each calendar month in which he has earned at least ten (10) days' pay, an employee shall earn vacation leave at the following rate:

- (a) five-sixths ( $5/6$ ) of a day (ten (10) working days per year), if he has completed less than one (1) year of continuous employment;
- (b) one and one-quarter ( $1\ 1/4$ ) days (fifteen (15) working **days** per year), if he has completed one (1) year of continuous employment;
- (c) effective September 1, 1990 one and two-thirds ( $1\ 2/3$ ) days (twenty (20) working days per year) if he has completed eight (8) years of continuous employment,
- (d) two and one-twelfth ( $2\ 1/12$ ) **days** (twenty-five (25) working days per year) if he has completed nineteen (19) years of continuous employment,
- (e) effective September 1, 1990 two and one-half ( $2\ 1/2$ ) days (thirty (30) working days per year) if he has completed twenty-nine (29) years of continuous employment,

except that

- (f) if an employee has received or is entitled to receive furlough leave, he shall earn vacation leave at the rate of one and two-thirds ( $1\ 2/3$ ) days

per month (twenty (20) working days per year), effective from the month in which he has completed twenty (20) years of continuous employment, until the first of the month in which he ~~has~~ completed twenty-five (25) years of continuous employment;

(g) an employee shall have his accrued days of vacation credits converted to hours of credits by multiplying the number of accrued days by seven (7) hours or seven and one-half (7 1/2) hours per day whichever is applicable. When an employee's hours of work are changed, his credits will be converted to days by dividing the number of hours of credits by seven (7) hours or seven and one-half (7 1/2) hours per day whichever is applicable. Leave will be scheduled on an hourly basis with the hours debited for each day of vacation leave being the same as the hours the employee would have been scheduled to work on that day or portion thereof subject to operational requirements as determined by the Employer.

9.02 When an employee completes the years of continuous employment set forth above, he shall earn vacation leave at the applicable rate from the first day of the month in which he completes such years of continuous employment. However, an employee who has completed the continuous employment requirements on or before November 1, 1984, shall earn vacation leave at the appropriate rate as provided in 9.01 effective on the date of signing of this collective agreement.

#### **Scheduling of Vacation Leave**

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

9.04 Vacations, as far as possible, will be scheduled at times most desirable to the employee. However, vacation periods shall be designated by the Employer in accordance with work requirements as determined by the Employer.

9.05 The Employer shall make every effort not to have to recall an employee to duty after he has proceeded on vacation leave.

9.06 At least two (2) weeks' vacation shall be taken in consecutive weeks unless otherwise mutually agreed.

Permission may be granted to an employee to take the remainder of his vacation leave in periods of less than one week, subject to the operational requirements of the service as determined by the Employer.

9.07 A vacation due to an employee in any year may be carried over to the next year by mutual agreement.

9.08 An employee shall be entitled to vacation leave with pay at the rate of pay established for the classification level of his substantive position.

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

Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayments in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

9.10 Where an employee dies or otherwise terminates his employment after a period of continuous employment of not less than thirty (30) days but not more than six (6) months, he or his estate shall, in lieu of earned vacation leave, be paid an amount equal to four percent (4%) of the total of the pay and compensation for overtime received by him during his period of employment.

9.11 When the employment of an employee who has completed more than six (6) months of continuous employment is terminated for any reason, the employee or his estate shall, in lieu of earned but unused vacation leave and/or furlough leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave and/or furlough leave, by the daily rate of pay as calculated from the classification prescribed in his certificate of appointment on the date of the termination of his employment.

9.12 Notwithstanding clause 9.11, an employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in clause 9.11 if he requests it within six (6) months following the date upon which his employment is terminated.

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

9.14 If a Holiday as specified in clause 10.01 falls within an employee's vacation period, that day shall not be charged against his earned vacation leave.

9.15 For the purpose of this Article the fiscal year begins on April 1 and ends on March 31 of the following year.

#### **Cancellation of Vacation Leave with Pay**

9.16 When the Employer cancels or alters a period of vacation leave with pay 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 will make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.

9.17 Where in respect of any period of vacation leave with pay, an employee is granted:

(a) bereavement leave,

or

(b) leave with pay because of illness in the immediate family on production of a medical certificate

or

(c) sick leave on production of a medical certificate,

the period of vacation leave with pay 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.

**The following clauses 9.18 to 9.35 apply only to "Printing Production Supervisors".**

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

#### **Accumulation of Vacation Leave**

**9.18** Effective April 1, 1989 for each calendar month in which an employee has earned at least ten (10) days' pay, the employee shall earn vacation leave at the following rate:

- (a) one and one-quarter ( $1\frac{1}{4}$ ) days (fifteen (15) working days per year), if the employee has completed **less** than eight (8) years of continuous employment;
- (b) one **and** two-thirds  $1\frac{2}{3}$  days (twenty (20) working days per year), if the employee has completed eight (8) years of continuous employment;
- (c) two and one-twelfth ( $2\frac{1}{12}$ ) days (twenty-five (25) working days per year), if the employee has completed nineteen (19) years of continuous employment;
- (d) Two and one-half ( $2\frac{1}{2}$ ) days (thirty (30) working days **per** year), if the employee has completed thirty (30) years of continuous employment;

except that

- (e) if an employee has received or is entitled to receive furlough leave, the employee shall have his or her vacation leave credits earned under this Article, reduced by five-twelfths ( $\frac{5}{12}$ ) of a day per month from the beginning of the month in which the employee completes his or her twentieth (20th) year of continuous employment until the beginning of the month in which the employee completed his or her **twenty-fifth** (25th) year of continuous employment.

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

#### **Granting of Vacation Leave**

**9.20** Employees are expected to take all their vacation leave during the fiscal year in which it is earned.

9.21 The Employer shall, subject to the operational requirements of the service, make reasonable effort to:

- (a) grant the employee vacation leave for at least two (2) consecutive weeks.
- (b) grant the employee vacation leave on any other basis if the employee gives the Employer at least two (2) working days' notice for each day of leave requested.

9.22 The Employer shall give the employee as much notice as is practicable that a request for vacation or furlough leave has or has not been approved. If the leave is not approved the employee shall be advised of the reasons.

9.23 When during a period of vacation leave an employee is granted bereavement leave or sick leave on production of a medical certificate the period of vacation leave so displaced will be reinstated to the employee's credit.

9.24 If, by 31st October of any year, current vacation leave has not been taken by an employee or scheduled, the Employer may schedule such leave during the remainder of the vacation year.

#### **\Carry-over Provieions**

9.25 When operational requirements prevent an employee from using all the vacation leave credited to him or her the unused portion of the employee's vacation leave shall be carried over into the following fiscal year.

9.26

- (a) The Employer will make reasonable effort to comply with a request made by the employee before 1st November of any year that he or she be permitted to carry over into the following fiscal year any period of vacation leave up to five (5) days earned by the employee in the current fiscal year, but the total accumulation shall not exceed twenty-five (25) days.
- (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 fifteen (15) days may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on March 31st of the previous vacation year.

#### **General Provisions**

9.27 An employee shall be entitled to vacation leave with pay at the rate of pay established for the classification which the employee holds at the time the vacation leave is granted.

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

Providing the employee has been authorized to proceed on vacation leave for the period concerned pay in advance of going on vacation shall be made prior to departure. Any overpayments in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

#### **Recall from Vacation Leave**

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

(a) in proceeding to his or her 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.

**9.30** The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause **9.29** to be reimbursed for reasonable expenses incurred by him or her.

#### **Leave When Employment Terminates**

**9.31** Where an employee dies or otherwise terminates his or her employment after a period of continuous employment after a period of continuous employment of not more than six (6) months, the employee or his or her estate shall, in lieu of earned vacation leave be paid an amount equal to four per cent (4%) of the total of the pay and compensation for overtime received by him or her during the employee's period of employment.

**9.32** Subject to clause **9.33** when the employment of an employee who has completed more than six (6) months of continuous employment is terminated for any reason he or she or the employee's estate shall, in lieu of earned but unused vacation or furlough leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation or furlough leave by the daily rate of pay applicable to the employee immediately prior to the termination of his or her employment.

**9.33** Notwithstanding clause **9.32**, an employee whose employment is terminated by reason of a declaration that the employee abandoned his or her position is entitled to receive the payment referred to in clause **9.32** if the employee requests it within six (6) months following the date upon which his or her employment is terminated.

#### **9.34 Advance Payments**

The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks provided a written request for

such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences,

9.35 Providing the employee has been authorized to proceed on vacation leave for the period concerned pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

## ARTICLE 10

### DESIGNATED HOLIDAYS

10.01 Subject to this Article, the following days are Designated Holidays with pay 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) 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,
- (g) Labour Day,
- (h) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (i) Remembrance Day,
- (j) Christmas Day,
- (k) Boxing Day,
- (l) one additional day when proclaimed by an Act of Parliament as a National Holiday.

The following clauses 10.02 to 10.04 apply only to "Printing Production Employees".



10.02 The Employer may substitute for the Designated Holiday specified in clause 10.01(f), or for Easter Monday, any other Holiday generally observed in any area of employment, except in the Ottawa-Hull area.

10.03 Subject to clause 10.04, when a Designated Holiday falls on a weekend recess, it shall be moved to the regular working day next following the Designated Holiday.

**10.04**

- (a) Subject to paragraph (b), an employee who does not work on a Designated Holiday shall be paid for that day the amount he would have been paid for a regular working day.
- (b) An employee shall not be paid for a Designated Holiday as provided in paragraph (a) if:
  - (i) he is not entitled to pay for at least ten (10) of the thirty (30) calendar days immediately preceding the Designated Holiday;
  - or
  - (ii) he is absent without permission on the day before and the day after the Designated Holiday.

**The following clauses 10.05 to 10.12 apply only to "Printing Production Supervisors".**

10.05 **An** employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 13, Other Types of Leave.

10.06 When a day designated as a holiday under clause 10.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

When two (2) days designated as holidays under clause 10.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

10.07 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 10.06:

- (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.

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10.08 When an employee works on a holiday, he or she shall be paid time and one-half (1 1/2) for all hours worked up to the regular daily scheduled hours of work and double (2) time thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday.

10.09 When an employee works on a holiday following a day of rest on which he or she also worked and received overtime in accordance with clause 10.07 the employee shall be paid, in addition to the pay that he or she would have been granted had the employee not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.

10.10 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:

(a) compensation in accordance with the provisions of clause 10.08;

or

(b) three (3) hours pay at the applicable overtime rate of pay.

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

10.12 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

## ARTICLE 11

### OTHER DIRECTIVES AND POLICIES

11.01 The Employer will continue to apply the following directives and policies of the Treasury Board, as they existed on March 31, 1993 with such modification as is necessary, and mutually agreed upon by the parties, within the context of CCG's status as a Separate Employer which is not a member of the National Joint Council.

- (1) Travel Policy;
- (2) Withdrawal from Work in Imminent Danger Policy and Procedures;
- (3) Clothing Policy - Uniforms;
- (4) Living Accommodation Charges Policy;

- (5) First Aid to the General Public - Allowance for Employees;
- (6) Memorandum of Understanding on the Definition of the Word "Spouse";
- (7) Relocation Policy;
- (8) Commuting Assistance Policy;
- (9) Bilingualism Bonus Policy;

**Health/Safety Standards**

- (10) Boilers and Pressure Vessels;
- (11) Dangerous Substances;
- (12) Electrical;
- (13) Elevating Devices;
- (14) First Aid;
- (15) Hand Tools and Portable Power Tools;
- (16) Hazardous Confined Spaces;
- (17) Machine Guarding;
- (18) Materials Handling;
- (19) Motor Vehicle Operations;
- (20) Noise Control and Bearing Conservation;
- (21) Personal Protective Equipment;
- (22) Pesticides;
- (23) Elevated Work Structures;
- (24) Use and Occupancy of Buildings;
- (25) Sanitation;
- (26) Clothing Policy - Protective;
- (27) Refusal to Work;
- (28) Dental Care Plan

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The Dental Care Plan as contained in the National Joint Council Agreement with Treasury Board, and as amended by the terms and conditions of the Dental Care Plan Agreement between the National Joint Council and the

Treasury Board shall be deemed to form part of this Agreement;

(29) Workforce Adjustment Policy as amended by the Memorandum of Understanding between the parties and signed on February 3, 1995.

11.02 During the term of this Collective Agreement, other directives, policies or regulations may be added or changed by mutual consent.

11.03 Grievances in regard to the above policies shall be in accordance with Article 25 - Grievance Procedure. Any grievance based on the above list shall be referred to the first level of the Grievance Procedure. If the parties fail to resolve the grievance at the first level, the grievance shall be referred to the final level. If the grievance is not resolved at the final level, it may be referred to adjudication in accordance with the provisions of the Public Service Staff Relations Act.

## ARTICLE 12

### SICK LEAVE

#### Credits

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12.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he receives pay for ten (10) days or more.

#### Granting of Sick Leave

12.02 An employee shall be eligible for sick leave with pay when he is unable to perform his duties because of illness or injury under the following conditions:

(a) that he satisfies the Employer of his condition in such manner and at such time as may be determined by the Employer;

and

(b) that he has the necessary sick leave credits.

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

(a) if the period of leave requested does not exceed five (5) days,

and

(b) if in the current fiscal year, the employee **has** not been granted more than ten (10) days' paid sick leave wholly on the basis of statements signed by him.

12.04 Where an employee who has been continuously employed for a period of at least three (3) years is unable to perform his duties because of illness or injury for a continuous period of not less than three (3) days and has no earned sick leave credits, he may be advanced up to twenty-five (25) days, if he is awaiting a decision on an application for injury-on-duty leave and he may be advanced **up** to fifteen (15) days sick leave with pay for illness under the provisions of clause 12.02 but this shall be deducted from any sick leave credits, subsequently earned by him and no further sick leave with pay shall be granted to him until the total amount advanced has been so deducted. ✓

12.05 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 he was not granted sick leave with pay.

**The following clause 12.06 applies only to "Printing Production Supervisors".**

12.06 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave **so** displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

## ARTICLE 13

### OTHER TYPES OF LEAVE

In respect of any requests for leave **under** this Article, the Employer may request, **and** when so requested an employee must provide, satisfactory validation of the circumstances necessitating such request, in such manner and at such time as may be determined by the Employer.

#### Court Leave

13.01 Leave of absence with pay shall be given to every employee, other than an employe~~e~~ on leave of absence without pay, or under suspension, who is required:

- (a) to serve on a jury;
  - or
  - (b) by subpoena or summons to attend as a witness in any proceedings held:
    - (i) in or under the authority of a court of justice or before a grand jury,
    - (ii) before a court, judge, justice, magistrate or coroner,
    - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his position,
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(iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,

or

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

or

(c) to appear on his own behalf before an Adjudicator appointed by the Public Service Staff Relations Board and the employee's grievance is upheld.

#### Maternity Leave Without Pay

##### 13.02

(A) (i) **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 twenty-six (26) weeks after the termination date of pregnancy, subject to the Paternity Leave Without Pay clause, 13.07(d).

(ii) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.

(iii) An employee who has not commenced maternity leave without pay may elect to:

(a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,

(b) use her sick **leave** credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave With Pay Article. For purposes of this clause, illness or injury **as** defined in the Sick Leave Article shall include medical disability related to pregnancy.

The following sub-clauses 13.02 (A) (iii) (c), (d) and (e) apply only to "Printing Production Supervisors".

(c) Nevertheless, where the employee's newborn child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period defined in sub-section (A)(i) above, the period of maternity leave without pay therein defined may be extended beyond the date falling twenty-six (26) weeks after the date of childbirth by a period equal to the period during which the child is hospitalized.

(d) In any case described in sub-section (c) above where the employee has proceeded on maternity leave without pay and

then returns to work during all or part of the period during which her newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization is over and remain on maternity leave without pay to the extent provided for in sub-section (c).

(e) The extension described in sub-section (c) or (d) shall end no later than fifty-two (52) weeks after the termination date of pregnancy.

(B) 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.

(C) (i) After completion of six (6) months' continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 30, Unemployment Insurance Act, 1971, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.

(ii) An applicant under clause 13.02(C)(i) shall sign an agreement with the Employer, providing:

(a) that she will return to work and work for a period of at least six (6) months, less any period in respect of which she is granted leave with pay;

(b) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Employer's consent.

(iii) Should the employee fail to return to work as per the provisions of clause 13.02(C)(ii)(a) and (b) for reasons other than death or lay-off, the employee recognizes that she is indebted to the Employer for the full amount received as maternity leave allowance.

(D) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

where an employee is subject to a waiting period of two (2) weeks before receiving unemployment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two-week waiting period less any other monies earned during this period; and/or

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(ii) up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the UI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay,

less any other monies earned during the period which may result in a decrease in UI benefits to which the employee would have been eligible if no extra monies had been earned during this period;

(iii) (a) for a full-time employee the weekly rate of pay referred to in clause 13.02(D)(i) and (ii) shall be the weekly rate of pay, to which she is entitled for the classification prescribed in her certificate of appointment of her substantive position, on the day immediately preceding the commencement of the maternity leave;

77/12/11 (b) for a part-time employee the weekly rate of pay referred to in clause 13.02(D)(i) and (ii) shall be the full-time weekly rate of pay for the classification prescribed in her certificate of appointment of her substantive position multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6)-month period of continuous employment by the regularly scheduled full-time hours of work for the employee's classification on the day immediately preceding the commencement of the maternity leave;

(iv) where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under clause 13.02(D)(i) or (ii) shall be adjusted accordingly;

(v) the Employer will not reimburse the employee for any amount she is required to remit to Employment and Immigration Canada where her annual income is more than one and one-half times the maximum yearly insurable earnings under the Unemployment Insurance Act.

(E) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

(F) The provisions of sub-clauses 13.02(C) and (D) shall come into force on date of signing for employees commencing maternity leave on or after that date.

13.03 Employees shall be **also** eligible for additional leave, as follows, in accordance with the policy of the Employer in effect on the date of signing:

(a) **Personnel Selection Leave**

The Employer shall compensate **an** employee at the applicable rate of pay for any lost regularly scheduled work time which results from the employee's participation in a personnel selection process for a position in the Public Service **as** defined in the Public Service Staff Relations Act, and for lost regularly scheduled work time the Employer considers reasonable *for the* employee to travel to and from the place his presence is required.



(b) **Other Leave With Pay**

At its discretion, the Employer may grant leave with pay for purposes other than those specified in this Agreement, including military or civil defence training and emergencies affecting the community or place of **work**.

(c) **Educational and Other Leave Without Pay**

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At its discretion, the Employer may grant leave without pay for any purpose, including upgrading of formal educational qualifications, enrolment in the Canadian Armed Forces and election to a full-time municipal office.

**Injury-on-Duty Leave With Pay**

13.04 **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 Workmen's Compensation authority has notified the Employer that it has certified that the employee is unable to perform his duties because of:

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

or

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

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

**Bereavement Leave**

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

(a) Where a member of the employee's immediate family dies, an employee shall be entitled to special leave with pay for a period of not more than four (4) days and not extending beyond the day following the funeral, and may, in addition, be granted **up** to three (3) days' special leave with pay **for** the purpose of travel.

(b) In special circumstances and at the request of the employee, bereavement leave may be extended beyond the day of the funeral but the total number of days granted must be consecutive and not greater in number than those

provided for above, and must include the day of the funeral,

- (c) An employee is entitled to special leave with pay, up to a maximum of one day, in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law or grandchild.
- (d) If, during a period of compensatory leave, and/or a period of vacation leave with pay an employee is bereaved in circumstances under which he would have been eligible for bereavement leave with pay under paragraph (a), (b) or (c) of this clause, the employee shall be granted bereavement leave with pay and his compensatory leave credits and/or vacation leave credit8 shall be restored to the extent of any concurrent bereavement leave with pay granted.

**The following sub-clause 13.05 (e) applies only to "Printing Production Supervisors".**

- (e) 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 Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in sub-clauses 13.05 (a) and (c).

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

##### **13.06**

- (a) For the purpose of **this** clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents), or any relative residing in the employee's household or with whom the employee permanently resides.
- (b) Subject to such verification as may be requested by the Employer, leave with pay shall be granted under the following circumstances:
  - (i) while an employee is expected to make every reasonable effort to schedule medical or dental appointments for dependent family members to minimize or preclude his absence from work, however, when 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 for appointments with appropriate authorities in schools or adoption agencies. **An** employee requesting leave under this provision must notify hie supervisor of the appointment as far in advance as possible;
  - 13011 (ii) up to two (2) consecutive days of 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

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or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;

63 h (iv) five (5) days' marriage leave for the purpose of getting married provided that the employee gives the Employer at least five (5) days' notice.

(c) The total leave with pay which may be granted under sub-clause (b) (i), (ii), (iii), and (iv) shall not exceed five (5) days in a fiscal year.

The following sub-clauses 13.06 (d) and (e) apply only to "Printing Production Supervisors".

#### Marriage Leave With Pay

(d) After the completion of one (1) year's continuous employment in the public Service, and providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted five (5) days' marriage leave with pay for the purpose of getting married.

(e) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

#### Paternity Leave Without Pay

##### 13.07

(a) A male employee who intends to request paternity leave shall notify the Employer at least fifteen (15) weeks in advance of the expected date of the birth of his child.

(b) A male employee shall, upon request and subject to sections (c), (d) and (e) of this clause, be granted paternity leave without pay for a period beginning on or after the date of birth of his child and ending not later than twenty-six (26) weeks after the date of the birth of his child.

(c) An employee shall inform the Employer in writing of his plans for taking paternity leave without pay at least four (4) weeks prior to the expected date of the birth of his child.

(d) At its discretion, the Employer may:

(i) defer the commencement of paternity leave without pay at the request of an employee;

(ii) require the employee to submit the birth certificate of the child.

(e) Paternity leave without pay and maternity leave without pay after the termination of pregnancy utilized by an employee-couple in conjunction with the birth of their child shall not exceed a total of twenty-six

(26) weeks for both employees combined.

- (f) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

#### Adoption Leave Without Pay

##### 13.08

- (a) **An** employee who intends to request adoption leave shall notify the Employer as soon as the application for adoption has been approved by the adoption agency.
- (b) **An** employee shall, upon request and subject to sections (c), (d) and (e) of this clause, be granted adoption leave without pay for a period beginning on the date of acceptance of custody of a child and ending not later ~~twenty-six~~ (26) weeks after the date of such acceptance of custody.
- (c) **An** employee shall inform the Employer in writing of his plans for taking adoption leave without pay at least four (4) weeks prior the acceptance of custody of a child.
- (d) At its discretion, the Employer may:
- (i) require the employee to submit proof of adoption;
  - (ii) grant the employee adoption leave with less than four (4) weeks written notice prior to the acceptance of custody.
- (e) Adoption leave without pay utilized by a Public Service employee-couple in conjunction with the adoption of a child shall not exceed a total of ~~twenty-six~~ (26) weeks for both employees combined.
- (f) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

**The following clauses 13.09 to 13.26 apply only to "Printing Production Supervisors".**

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

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

- (a) an employee shall notify the Employer in writing **as far in advance** as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;

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

#### **Leave Without Pay for Personal Needs**

13.10 Leave without pay will be granted for personal needs in the following manner:

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

#### **Leave Without Pay for Relocation of Spouse**

13.11

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

calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved, except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

**Leave With or Without Day for Other Reasons**

13.12 At its discretion, the Employer may grant:

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

**Complaints made to the Public Service Staff Relations Board Pursuant to Section 23 of the Public Service Staff Relations Act**

13.13 When operational requirements permit, 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 staff Relations Board,

and

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

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

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

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

and

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

13.15 The Employer will grant leave with pay:

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

and

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

#### **Arbitration Board and Conciliation Board Hearings**

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

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

#### **Adjudication**

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

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

#### **Meetings During the Grievance Process**

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

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

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

13.21 Where an employee has asked or is obliged to be represented by the Council in relation to the presentation of a grievance and an employee acting on behalf of the Council wishes to discuss the grievance with that employee, the employee

and the representative of the employee will, where operational requirements permit, be given reasonable leave with pay for this purpose when the discussion takes place in his or her headquarters area and reasonable leave without pay when it takes place outside his or her headquarters area.

#### **Contract Negotiation Meetings**

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

#### **Preparatory Contract Negotiation Meetings**

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

#### **Meetings Between the Council and Management Not Otherwise Specified in this Article**

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

13.25 Subject to operational requirements, the Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Council of Graphic Arts Unions or a meeting called by one of the affiliate member unions of the Council.

#### **Representatives' Training Courses**

13.26 When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Council to undertake training related to the duties of a representative.

## **ARTICLE 14**

### **LEAVE - GENERAL**

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

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

14.03 An employee is entitled to be informed, upon request to his supervisor, and not more than two (2) times per year, of the balance of his vacation or sick leave credits.



14.04 The amount of vacation leave and sick leave earned by an employee at the time when this Agreement is signed, or at the time when he becomes subject to this Agreement, shall be retained by the employee.

14.05 **An** employee is not entitled to leave with pay during periods he is on leave of absence without pay or under suspension.

14.06 **An** employee shall not be granted two different types of leave with pay during any one period, or monetary remuneration in lieu of leave with respect of that period.

14.07 Except as otherwise specified in this collective agreement, where leave without pay for a period in excess of three (3) consecutive months is granted under Article 13 of this collective agreement to an employee, the total period of leave granted shall be deducted from continuous employment. Time spent on such leave shall not be counted for pay increment purposes.

**The following clauses 14.08 to 14.11 apply only to "Printing Production Supervisors".**

14.08 The amount of leave with pay earned but unused 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.

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

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

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

## ARTICLE 15

### SEVERANCE PAY

Lay-Off

#### Alternate Provision

The following clauses 15.01 to 15.03 apply only to "Printing Production Employees".

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

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1.0  
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2.0

15.02 In the case of an employee who is laid off for the first time following the date of signing of this Agreement, the amount of severance pay shall be two (2) weeks' pay for the first and one (1) week's pay for each succeeding complete year of continuous employment less any period of employment in respect of which he was granted a termination of employment benefit, but the total amount of severance pay which may be paid under this clause shall not exceed twenty-eight (28) weeks' pay.

15.03 In the case of an employee who is laid off for a second or subsequent time following the date of signing of this Agreement, the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment less any period of employment in respect of which he was granted a termination of employment benefit, but the total amount of severance pay which may be paid under this clause shall not exceed twenty-seven (27) weeks' pay.

The following clause 15.04 applies only to "Printing Production Supervisors".

15.04

Lay-off 3/a

- (a) On the first lay-off two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment.
- (b) On second or subsequent lay-off one (1) week's pay for each complete year of continuous employment, less any period in respect of which the employee was granted severance pay under sub-clause (a) above.

Resignation 3/c

15.05 Subject to clause 15.06, an employee who has ten (10) or more years of continuous employment is entitled to be paid on resignation from the Public Service/Canada Communication Group, severance pay equal to the amount obtained by multiplying half (1/2) of his weekly rate of pay on resignation by the number of completed years of his continuous employment to a maximum of thirteen (13) weeks' pay less any period of employment in respect of which he was granted a termination of employment benefit.

Retirement 3/d

15.06 On termination of employment an employee who is entitled to an immediate annuity, or is entitled to an immediate annual allowance, under the Public Service Superannuation Act, shall be paid severance pay equal to the product obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of his continuous employment to a maximum of thirty (30), less any period in respect of which he was granted a termination of employment benefit.

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

15.08 If an employee dies, there shall be paid to his estate an amount determined in accordance with clause 15.06 regardless of any other benefit payable.

**Release for Incapacity or Incompetence** 3/19.1.

**15.09**

- (a) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of release for incapacity pursuant to the provisions of Section 31 of the Public Service Employment Act, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.
- (b) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of release for incompetence pursuant to the provisions of Section 31 of the Public Service Employment Act, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

The following clauses 15.10 to 15.12 apply only to "Printing Production Supervisors".

15.10 Under the following circumstances and subject to clause 15.11, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay:

(a) **Rejection on Probation** 3/m/1.

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

(b) **Retirement** 3/d.

- (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 and one-half (13 1/2) but less than thirty (30) hours a week, and who, if he or she were a contributor under the public Service Superannuation Act, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the Public Service

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

(c) **Death** ✓ 3/2

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

15.11 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 clause 15.10 be pyramided.

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

## ARTICLE 16

### OVERTIME

#### Alternate Provision

The following clauses 16.01 to 16.07 apply only to "Printing Production Employees".

16.01 Subject to the operational requirements of the service as determined by the Employer, the Employer shall make every reasonable effort to allocate overtime work on an equitable basis among readily available qualified employees, and to give adequate notice to employees who are required to work overtime. Provided there is another qualified employee readily available to carry out the assignment, the Employer will not unreasonably withhold the granting of employee requests to be excused from working overtime.

16.02 All time worked each day, either before or after the regular starting or quitting time in each shift, shall be considered as overtime, and will be paid at the rate of time and one-half (1 1/2) for the first three (3) hours of overtime worked in each day and at the rate of double time thereafter.

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16.03

- (a) All work performed during a weekend recess shall be paid for at the rate of double time except as provided in 16.03(b). A weekend recess is defined as the forty-eight (48) consecutive hours commencing eight (8) hours after the termination of an employee's last regularly scheduled shift of the week. For the purpose of this clause:
  - (i) for an employee scheduled to work from Monday to Friday, a weekend recess shall commence between 3:00 p.m. Friday and 4:00 p.m. Saturday; or
  - (ii) for an employee scheduled to work From Tuesday to Saturday a weekend recess shall commence between 3:00 p.m. Saturday to 4:00 p.m. Sunday.
- (b) When an employee is moved from the night shift to the day shift and the new shift commences during the last 12 hours of his weekend recess, the employee shall be paid at his regular straight-time rate and not at the rate of double time **for** that shift.
- (c) When an employee scheduled to work from Tuesday to Saturday is moved to a schedule of Monday to Friday, he shall be paid at his regular straight-time rate and not at the rate of double time for that shift.

16.04 The Employer agrees to pay for a minimum of three (3) hours if an employee is called in, on his weekend recess or on a Holiday, unless the employee leaves earlier by mutual consent.

16.05 All work performed on a Holiday shall be paid for at the rate of double time plus pay for the Holiday, where applicable.

16.06 Overtime pay shall be computed on the basis of the actual hourly rate of pay plus shift differential, where applicable, paid to each employee.

16.07 Overtime shall be compensated in cash, except where upon request of an employee and with the approval of the Employer, overtime shall be compensated by leave with pay. The duration of such leave shall be **equal** to the overtime worked multiplied by the applicable overtime rate. Payment of such leave **shall** be at the employee's straight-time rate of pay in effect on the day that such leave is taken.

- (a) The Employer reserves the right to direct an employee to take accumulated compensatory leave but in so doing shall endeavour to grant such **leave** at such times as the employee may request.

- (b) If any above leave with pay earned cannot be liquidated by the end of a twelve (12)-month period, to be determined by the Employer, then payment in cash will be made at the employee's then current rate of pay established for the classification level of hi6 substantive position.

The following clauses 16.08 to 16.14 apply only to "Printing Production Supervisors".

**Assignment of Overtime Work**

16.08 Subject to the operational requirements of the service, the Employer shall make every reasonable effort to allocate overtime work on an equitable basis among readily available qualified employees, and to give adequate notice to employees who are required to work overtime. Provided there is another qualified employee readily available to carry out the assignment, the Employer will not unreasonably withhold the granting of employee requests to be excused from working overtime.

**Overtime Compensation**

16.09

- (a) Except as provided in sub-section (b) below an employee shall be paid for overtime at the rate of time and one-half (1 1/2) for:
  - (i) work in excess of seven and one-half (7 1/2) hours on a normal work day;
  - (ii) the first seven and one-half (7 1/2) hours of work performed during the first twenty-four (24) hours of a weekend recess.
- (b) An employee shall be paid for overtime at the rate of double (2) time for:
  - 37 a) (i) work in excess of fifteen (15) hours in any day;
  - (ii) all work after seven and one-half (7 1/2) hours during the first twenty-four (24) hours of a weekend recess;
  - (iii) all work performed during the second twenty-four (24) hours of a weekend recess except as provided in 16.10(b).

16.10

- (a) A weekend recess is defined as the forty-eight (48) consecutive hours commencing eight (8) hours after the termination of an employee's last regularly scheduled shift of the week. For the purpose of this clause:
  - (i) for an employee scheduled to work from Monday to Friday, a weekend recess shall commence between 15:00 hours on Friday and 16:00 hours on Saturday;

or

(ii) for an employee scheduled to work from Tuesday to Saturday a weekend recess shall commence between 15:00 hours on Saturday to 16:00 hours on Sunday.

(b) When an employee is moved from the night shift to the day shift and the new shift commences during the last 12 hours of his or her weekend recess the employee shall be paid at his or her regular straight-time rate and not at the rate of double time for that shift.

(c) When an employee scheduled to work from Tuesday to Saturday is moved to a schedule of Monday to Friday, the employee shall be paid at his or her regular straight-time rate and not at the rate of double time for that shift.

16.11 An employee shall be paid overtime compensation for each completed period of fifteen (15) minutes of overtime worked by him.

16.12 Employees shall record starting and finishing times of overtime work in a form determined by the Employer.

16.13 Overtime shall be compensated in cash, except where upon request of an employee and with the approval of the Employer, overtime shall be compensated by leave with pay. The duration of such leave shall be equal to the overtime worked multiplied by the applicable overtime rate. Payment of such leave shall be at the employee's straight-time rate of pay in effect on the day that such leave is taken.

(a) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

(b) If any above leave with pay earned cannot be liquidated by the end of a twelve (12)-month period, to be determined by the Employer, then payment in cash will be made at the employee's then current rate of pay established for the classification level of his or her substantive position.

#### Overtime Meal Allowance

##### 16.14

(a) An employee who works three (3) or more hours of overtime,

(i) immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period,

or

(ii) immediately following the employee's scheduled hours of work,

shall be reimbursed for one (1) meal in the amount of six dollars (\$6) except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the

employee may take a meal break either at or adjacent to the employee's place of work.

- (b) When an employee works overtime continuously beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of six dollars (\$6) for each four (4)-hour period of overtime worked thereafter, except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- (c) This clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

## ARTICLE 17

### TRAVELLING

#### Alternate Provision

The following clauses 17.01 to 17.03 apply only to "Printing Production Employees".

17.01 Where an employee is required by the Employer to travel outside of his Headquarters area and on government business as these expressions are normally defined by the Employer, and such travel is approved by the Employer, his method of travel shall be determined by the Employer, and he shall be compensated in the following manner:

- (a) on a normal working day on which he travels but does not work, the employee shall receive his regular pay for the day;
- (b) on a normal working day on which he travels and works, the employee shall be paid:
  - (i) his regular pay for the day for a combined period of travel and work not exceeding his normal work day of seven and one-half (7 1/2) hours or **seven** (7) hours, as applicable,
  - and
  - (ii) at the applicable overtime rate for additional travel time in excess of seven and one-half (7 1/2) hours or seven (7)-hour period, as applicable, of work and travel, with a maximum payment for such additional travel time not to exceed seven and one-half (7 1/2) or seven (7) hours' pay as applicable, at the straight-time rate in any day;
- (c) on a day of rest or on a designated paid holiday, the employee shall be



paid at the applicable overtime rate for hours travelled to a maximum of seven and one-half (7 1/2) or seven (7) hours' pay at the straight-time rate, as applicable.

**17.02** Clause **17.01** above does not apply to an employee performing work in any type of transport in which he is travelling. In such circumstances, the employee shall receive the greater of:

(a) on a normal working day, his regular pay for the day,

or

(b) pay for actual hours worked in accordance with this Agreement.

**17.03** An employee, regularly employed in one plant, **who** is required to travel to and work in another plant within the same headquarters area during his regular hours or immediately after, shall have normal travelling time to such other plant paid for at the applicable rate.

**The following clauses 17.04 to 17.10 apply only to "Printing Production Supervisors".**

**17.04** For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.

**17.05** When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer **and** the employee will be compensated for travel time in accordance with clauses 17.06 and 17.07. Travelling time shall include time necessarily **spent** at each stop-over enroute provided such stopover is not longer than three (3) hours.

**17.06** For the purposes of clauses 17.05 and 17.07, the travelling time for which an employee shall be compensated is **as** follows:

For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.

For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place.

In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

17.07 If an employee is required to travel as set forth in clauses 17.05 and 17.06:

- (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 be paid:
  - (i) his regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours,  
and
  - (ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of **work** and travel, with a maximum payment for such additional travel time not to exceed eight **(8)** hours' pay at the straight-time 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 eight **(8)** hours' pay at the straight-time rate of pay.

17.08 This Article does not apply to an employee when the employee travels by any type of transport in which he or **she** is required to perform work, and/or which also serves as his or her living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:

- (a) on a normal working day, his or her regular pay for the day,  
or
- (b) pay for actual hours worked in accordance with Article 10, Designated Holidays and the overtime provisions of Article 16, Overtime.

17.09 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless **the** employee is required to attend by the Employer.

17.10 **An** employee, regularly employed in one plant, who is required to travel to and work in another plant within the same headquarter<sup>8</sup> area during the employee's regular hours or immediately after, shall have normal travelling time to such other plant paid for at the applicable rate.

## ARTICLE 18

### CALL-BACK PAY

#### Alternate Provision

The following clause 18.01 applies only to "Printing Production Employees".

18.01 When an employee is recalled to work overtime that has not been scheduled in advance, he is entitled to either:

(a) a minimum of three (3) hours at time and one-half (1 1/2) for work starting before 10:00 p.m.,

or

(b) a minimum of two (2) hours at double (2) time for work performed between 10:00 p.m. and 6:00 a.m.,

provided that the period of overtime worked by the employee is not contiguous to his scheduled shift and that the minimum shall apply only the first time that an employee reports for work during a period of eight (8) hours commencing with the first call-back.

The following clauses 18.02 and 18.04 apply only to "Printing Production Supervisors".

18.02 If, on a normal scheduled working day, or on a designated holiday, or on a weekend recess, an employee has completed his work for the day and has left the premises of the Employer, and is subsequently recalled to a place of work for a specific duty and such recall has not been scheduled in advance, upon such return to work the employee shall be entitled to the greater of:

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

or

(b) three (3) hours' pay at the applicable overtime rate.

(c) The minimum payment referred to in 18.02(b) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with Article 29 (Part-Time Employees).

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

## No Pyramiding of Payments

18.04 Payments provided under the Overtime, Reporting Pay, Designated Holidays, Standby and Call-Back Pay provisions of this Agreement shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

# ARTICLE 19

## REPORTING PAY

### Alternate Provision

The following clause 19.01 applies only to "Printing Production Employees".

19.01 If an employee reports for work on his regular shift without previous notice that work is not available, he shall be entitled to a full day's pay at his regular basic rate, unless that period is reduced because of an employee's own lateness or voluntary leaving before the end of the shift. This clause would not apply where the employee fails to receive notification not to report for work through absence from his home or because of other circumstances beyond the control of the Employer.

The following clauses 19.02 to 19.04 apply only to "Printing Production Supervisors".

19.02 If an employee reports for work on his or her scheduled shift, the employee shall be entitled, as a minimum, to compensation equivalent to four (4) hours' pay at his or her hourly rate of pay.

19.03

- (a) When an employee is required to report and reports to work on a weekend recess the employee is entitled to a minimum of three (3) hours' pay at the applicable overtime rate.
- (b) The minimum payment referred to in 19.03(a) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with Article 29 (Part-Time Employees).

19.04 Clause 19.02 or 19.03 is not applicable where the employee fails to receive reasonable advance notification not to report for work through absence from his or her home or because of other circumstances beyond the control of the Employer.

## ARTICLE 20

### DEDUCTIONS FOR LATE ARRIVAL

The following clause 20.01 applies only to "Printing Production Employees".

20.01 In cases where an employee reports late for work, only the time actually lost by the employee himself may be deducted. .

## ARTICLE 21

### DAY AND NIGHT SHIFTS

#### Alternate Provision

The following clauses 21.01 and 21.02 apply only to "Printing Production Employees".

21.01 A night shift is one in which four (4) or more regularly scheduled hours fall between 6:00 p.m. and 7:00 a.m. of the following morning. All other shifts are day shifts.

21.02 **An** employee whose scheduled regular shift is changed without seventy-two hours prior notice shall be paid at the rate of time and one-half (1 1/2) for the first full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at straight time.

The following clauses 21.03 and 21.04 apply only to "Printing Production Supervisors".

#### Hours of Work

21.03 Effective December 31, 1973 and subject to clause 21.04, the normal work week shall be scheduled so that the employees work thirty-seven and one-half (37 1/2) hours per week and seven and one-half (7 1/2) hours per day.

#### General

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

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

## ARTICLE 22

### PIECE WORK

The following clause 22.01 applies only to "Printing Production Employees".

22.01 It is agreed by the Employer that no piece work shall be inaugurated in relation to any employees covered by this Agreement.

## ARTICLE 23

### PAY ADMINISTRATION

#### Entitlement to Pay

23.01 An employee is entitled to be paid for services rendered at the rate of pay specified in this Agreement, as applicable, for the classification at which he is appointed in his certificate of appointment.

#### Salary Structure Effective April 1, 1993

23.02

| <u>Level</u> | <u>Minimum \$</u> | <u>Maximum \$</u> |
|--------------|-------------------|-------------------|
| 1            | \$16,017          | \$ 18,419         |
| 2            | \$19,857          | \$ 22,836         |
| 3            | \$22,186          | \$ 25,514         |
| 4            | \$24,815          | \$ 28,537         |
| 5            | \$28,723          | \$ 33,031         |
| 6            | \$30,347          | \$ 36,417         |
| 7            | \$32,732          | \$ 39,278         |
| 8            | \$36,192          | \$ 43,436         |
| 9            | \$39,080          | \$ 46,900         |
| 10           | \$42,339          | \$ 50,807         |
| 11           | \$47,224          | \$ 56,669         |
| 12           | \$52,896          | \$ 63,475         |
| 13           | \$55,799          | \$ 72,539         |

#### PAY NOTES

1. The pay increment period is 12 months.
2. The pay increment date for an employee appointed to a position shall be the anniversary date of such appointment.
3. The pay increment is equivalent to 3.5% of the employee's substantive salary, until the employee attains the maximum of the salary range.

4. On promotion, the employee's salary will be increased by an amount equivalent to 3.5% of the minimum rate of the higher classification, but the employee cannot, under any circumstances, be granted a salary rate beyond the maximum of the salary range.
5. For administration purposes, where a policy, regulation or directive refers to the "smallest increment", such increment is defined as 3.5% of the minimum rate of the classification level.

**Acting Pay**

**Alternate Provision**

The following clause 23.03 applies only to "Printing Production Employees".

**23.03**

- (a) If an employee is employed for a period of at least three (3) hours on duties which have a higher classification than the classification to which he has been appointed, he shall be paid acting pay for the higher classification from the beginning of the period during which he assumed the higher duties.
- (b) When, a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for the purpose of the qualifying period.

The following clauses 23.04 and 23.05 apply only to "Printing Production Supervisors".

23.04 When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for a period of at least two (2) consecutive working days, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.

23.05 When the regular pay day for an employee falls on his or her day of rest, every effort shall be made to issue his or her cheque on his or her last working day, provided it is available at his or her regular place of work.

**Payment Following Death of Employee**

**Alternate Provision**

The following clause 23.06 applies only to "Printing Production Employees".

23.06 When an employee dies the Employer shall pay to the estate of that employee the amount of pay for any regularly scheduled work time he would have been entitled to receive but for his death had he worked for the period from the date of his death to the end of the month in which his death occurred.

The following clause 23.07 applies only to "Printing Production Supervisors".

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

**Retroactive Pay Increase.**

**23.08**

- (a) The rates of pay set forth in this Agreement shall become effective on the dates specified therein.
- (b) Where the rates of pay set forth in this Agreement have an effective date prior to the date of signing of this Agreement the following shall apply:
  - (i) "retroactive period" for the purpose of clauses (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day this Agreement is signed or when an arbitral award is rendered therefor;
  - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the bargaining unit during the retroactive period;
  - (iii) rates of pay shall be paid in an amount equal to what would have been paid had this Agreement been signed or an arbitral award rendered therefor on the effective date of the revision in rates of **pay**;
  - (iv) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with clause (iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have 30 days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;
  - (v) no payment or no notification shall be made pursuant to clause 23.08(b) for one dollar or less.

**Alternate Provision**

**The following clauses 23.09 and 23.10 apply only to "Printing Production Employees".**

23.09 **An** employee who is scheduled to work Tuesday to Saturday shall receive a premium of fifty-five cents (\$5¢) per hour for all regularly scheduled hours worked at straight-time rates between 8:00 a.m. Saturday and 8:00 a.m. Sunday.

23.10 This Article is subject to the Memorandum of Understanding signed by the



Treasury Board and the Council of Graphic Arts Unions of the Public Service of Canada, dated and effective December 16, 1986, in respect of red-circled employees.

**The following clauses 23.11 to 23.16 apply only to "Printing Production Supervisors".**

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

23.12 This article is subject to the Memorandum of Understanding signed by the Treasury Board and the Public Service Alliance of Canada dated February 9, 1982 in respect of red-circled employees.

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

23.14 When the regular pay day for an employee falls on his or her day of rest, every effort shall be made to issue his or her cheque on his or her last working day, provided it is available at his or her regular place of work.

#### **Shift Premium**

23.15 Effective September 1, 1991 all employees shall receive a shift premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked on night shifts, except for employees covered by Letter of Understanding 1981-1, between the Public Service Alliance of Canada and the Treasury Board.

#### **Weekend Premium**

23.16 Effective September 1, 1990 an employee who is scheduled to work Tuesday to Saturday shall receive a premium of seventy-five cents (75¢) per hour for all regularly scheduled hours worked at straight-time rates between 8:00 a.m. Saturday and 8:00 a.m. Sunday.

## **ARTICLE 24**

### **NEW RATES**

#### Alternate Provision

**The following clauses 24.01 to 24.04 apply only to "Printing Production Employees".**

24.01 The Employer agrees to give the Council forty-five (45) days' notice in

writing of its intent to place in operation new printing equipment of a type not used by the Employer at the date of signing of this Agreement, and to establish new classifications, if required for the positions required to operate or maintain the equipment in question, provided such maintenance work falls within the Council's jurisdiction. During such forty-five (45)-day period, the Employer will meet with the Council for the purpose of negotiating wage rates for the new classification.

24.02 In the event that agreement cannot be reached within sixty (60) days from the date on which notice is given, as specified in clause 24.01, the matter shall be submitted to an arbitrator agreed by the parties, who will render a final decision, binding on both parties.

24.03 The arbitrator's fees and his travelling expenses shall be shared equally by the Council and the Employer.

24.04 The wage rates, whenever finally determined, shall be retroactive to the date of the beginning of operation of the new machine.

#### **Alternate Provision**

The following clauses 24.05 and 24.06 apply only to "Printing Production Supervisors".

24.05 Both parties recognize the overall advantages of technological change. Both parties will, therefore, encourage and promote technological change and improvements in the printing and operations field.

24.06 The Employer agrees to provide as much advance notice as is practicable but not less than ninety (90) days' notice to the Council of any major technological change in equipment which would result in changes in the employment status or working conditions of employees as provided for in this Agreement. In addition, the Employer agrees to consult with the Council with a view to resolving problems which may arise as a result of the introduction of such technological change.

## **ARTICLE 25**

### **GRIEVANCE PROCEDURE**

25.01 The purpose of this procedure is to provide an orderly and effective process for the consideration and resolution of the grievances of employees within the bargaining unit. Both parties recognize that in ordinary circumstances an employee should discuss his complaint with his supervisor and give him an opportunity to adjust the employee's complaint before a grievance is presented.

25.02 In this procedure:

- (a) "grievance" means a complaint in writing presented by an employee on his own behalf or on behalf of himself and one or more other employees;

- (b) all "**days**" referred to in this procedure are calendar days, excluding Saturdays, Sundays and Holidays.

25.03 Subject to and as laid down in Section 90 of the Public Service Staff Relations Act, an employee who feels that he has been treated unjustly or considers himself aggrieved by an action or lack of action by the Employer is entitled to present a grievance, other than a grievance arising out of the classification process, in the manner prescribed except that:

- (a) where there is another administrative procedure provided by law to deal with his specific complaint such procedure must be followed,

and

- (b) where the grievance relates to the interpretation or application of this Collective Agreement or an arbitral award, he is not entitled to present the grievance unless he has the approval of and is represented by the Council.

25.04 An employee shall present his grievance at the first stage of the grievance procedure not later than the twenty-fifth (25th) day after the date on which he was notified orally or in writing, or otherwise became aware of the action or circumstance giving rise to the grievance.

25.05 Within ten (10) days after receipt of such presentation, the Employer at the first stage shall reply in writing to the employee's grievance and, if applicable, forward **copies** of the reply to the Council.

25.06 If the decision of the Employer at Stage 1 is not acceptable to the employee, the employee may, not later than the tenth (10th) day after receipt of the reply at Stage 1, present his grievance for consideration by the Employer at Stage 2.

25.07 Within ten (10) days after receipt of the employee's grievance, the Employer at Stage 2 shall deliver to the employee and, if applicable, to the Council, a written reply to the grievance.

25.08 If the decision of the Employer at Stage 2 is not acceptable to the employee, the employee may, not later than the tenth (10th) **day** after receipt of the reply at Stage 2, present **his** grievance for consideration by the Employer at Stage 3, where such a step exists.

25.09 Within fifteen (15) days after receipt of the employee's grievance, the Employer at Stage 3 shall deliver to the employee and, if applicable, to the Council, a written reply to the grievance.

25.10 If the decision of the Employer at Stage 3 is not acceptable to the employee, the employee may, not later than the tenth (10th) day after receipt of the reply at Stage 3, present his grievance for consideration by the Employer at Stage 4, where such a step exists.

25.11 Within fifteen (15) days after receipt of the employee's grievance, the Employer at the fourth and final stage shall deliver to the employee and, if applicable, to the Council, a written reply to the grievance.

25.12 Where the Employer at any stage fails to reply to the employee's grievance within the prescribed time limits, the employee may present his grievance to the next stage not later than the fifteenth (15th) day after the last day on which the Employer was required to reply to his grievance at the last preceding stage of the grievance procedure.

25.13 Where an employee **has** presented a grievance up to and including the final stage in the grievance process with respect to:

(a) the interpretation or application in respect of him of a provision of a collective agreement or arbitral award,

or

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

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

25.14 The time limits stipulated in this procedure may be extended by mutual agreement of the parties involved in the grievance.

25.15 Where the Employer discharges an employee, the grievance procedure set forth in this Article shall apply, except that the decision on the grievance shall be made by the Employer at the final stage only. The written reply to the grievance shall be delivered to the employee and, if applicable, to the Council, within thirty (30) days.

25.16 Where an employee fails to present a grievance to the next higher stage in the grievance procedure within the established time limits, he shall be deemed to have abandoned the grievance.

25.17 **An** employee **may**, by written notice to the Employer at the appropriate stage in the grievance procedure, abandon a grievance at any time during the grievance process, but no person who is employed in a managerial or confidential capacity shall seek to intimidate by threat of discharge, or by any other kind of threat cause an employee to refrain from exercising his right to present a grievance.

**25.18**

(a) Where an employee can establish that a grievance has been presented, and the Employer has not received same, the grievance may be re-submitted to

the appropriate stage. Such presentation shall have the same force and effect as the first grievance submitted.

- (b) A second grievance shall not be presented more than thirty (30) days after the day on which the first grievance was presented.

25.19 The Employer acknowledges the employee's right to representation by the Council in the presentation of his grievance at any stage in the grievance procedure, including the complaint stage referred to in clause 25.01.

## ARTICLE 26

5/11

### JOINT COMMITTEE

26.01 A Joint Committee composed of representatives of the Employer and the Council shall be established for the purpose of providing joint consultation on matters of common interest.

26.02 Without prejudice to the position the Employer or the Council may wish to take in the future about the desirability of having the subjects dealt with by the provisions of collective agreements, the following subjects, as they affect employees covered by this Agreement, shall be regarded as appropriate subjects for consultation in the Joint Committee:

- (a) Measures to deal with the effect on employees of technological change,
- (b) Manning of equipment,
- (c) Apprenticeship.

26.03 Consultation may take place for the purpose of providing information, discussing the application of policy, or examining problems with a view to identifying possible solutions. During consultation, commitments may be made by the representatives of the Employer or of the Council, as the case may be, on any matter referred to consultation on which they have authority to act. No such commitment can be made with respect to any matter in the absence of such authority, and no commitment can be made which would have the effect of altering, amending, or adding to or modifying the terms of this Agreement.

26.04 The Joint Committee may, by mutual agreement, appoint sub-committees for one or more purposes.

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

## ARTICLE 27

### GENERAL

#### Safety

27.01 The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Council and the parties undertake to consult with a view to adopting **and** expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

#### Group Surgical-Medical Insurance Plan

27.02 The Employer agrees that the Group Surgical-Medical Insurance Plan, as amended from time to time on the recommendation of the National Joint Council, shall remain in force during the term of this Agreement.

#### Contracting Out

27.03 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.

#### Collective Agreement:

27.04 The Employer agrees to supply each employee with a copy of the Collective Agreement and will endeavour to do so within one (1) month after receipt from the printers.

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

#### Suspension and Discipline

27.06 When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer shall endeavour to give such notification at the time of suspension.

27.07 The Employer **shall** notify the local representative of the Council that such suspension has occurred,

27.08 When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Council attend the meeting. Where practicable, the employee shall receive a minimum of one day's notice of such a meeting.

27.09 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.

27.10 Any document or written statement related 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 disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

#### **Employee Performance Review and Employee Files**

##### **27.11**

- (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.

##### **27.12**

- (a) Prior to an employee performance review the employee shall be given:
  - (i) the evaluation form which will be used for the review;
  - (ii) any written document which provides instructions to the person conducting the review;
- (b) if during the employee performance review, either the form or instructions are changed they shall be given to the employee.

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

## **ARTICLE 28**

### **AGREEMENT REOPENER**

28.01 This Agreement may be amended by mutual consent.

## ARTICLE 29

### PART-TIME EMPLOYEES

#### Definition

29.01 Part-time employee means a person whose regular scheduled hours of work on an average are less than ~~thirty-seven~~ decimal five (37.5) hours per week, but not less than those prescribed in the Public Service Staff Relations Act.

#### General

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

29.03 Part-time employees shall be paid at the straight-time rate of pay for **all** work performed up to seven and one-half (7 1/2) hours in a day, or ~~thirty-seven~~ and one-half (37 1/2) hours **in** a week.

29.04 The days of rest provisions of this agreement apply only in a week when a part-time employee has worked five (5) days and ~~thirty-seven~~ and one-half (37 1/2) hours in a week at the straight-time rate.

29.05 Leave will only be provided

(a) during those periods in which employees are scheduled to perform their duties;

or

(b) where it may displace other leave as prescribed by the Agreement.

#### Designated Holidays

#### Alternate Provision

The following clauses 29.06 and 29.07 apply only to "Printing Production Employees".

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

29.07 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 10.01, the employee shall be paid at double time for all hours worked.



The following clauses 29.08 to 29.10 apply only to "Printing Production Supervisors".

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

29.09 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 10.01, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by this Agreement and double (2) thereafter.

29.10 A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time employee in clause 10.01 shall be paid for the time actually worked in accordance with clause 29.09, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

#### Overtime

#### Alternate Provision

The following clauses 29.11 and 29.12 apply only to "Printing Production Employees".

#### 29.11

- (a) Overtime means authorized work performed in excess of seven decimal five (7.5) hours per day or thirty-seven decimal five (37.5) hours per week, but does not include time worked on a holiday.
- (b) Notwithstanding (a) for employees whose normal scheduled hours of work are in excess of seven decimal five (7.5) hours per day overtime means authorized work performed in excess of those normal scheduled daily hours or an average of thirty-seven decimal five (37.5) hours per week.

29.12 Subject to 29.11 a part-time employee who is required to work overtime shall be paid overtime as specified by this Agreement.

The following clauses 29.13 and 29.14 apply only to "Printing Production Supervisors".

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

29.14 Subject to 29.13 a part-time employee who is required to work overtime shall be paid overtime as specified by this Agreement.

#### Bereavement Leave

29.15 Notwithstanding clause 29.02, there shall be a no prorating of a "day" in clause 13.05 - Bereavement Leave.

### Vacation Leave

29.16 A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal workweek, at the rate for years of service as specified in clause 29.01 established in the vacation leave entitlement clause specified by **this** Agreement, prorated and calculated as follows:

- (a) when the entitlement is five-sixths ( $5/6$ ) of a day a month, one-sixth ( $1/6$ ) of the hours in the employee's workweek per month;
- (b) when the entitlement is one and one-quarter ( $1\ 1/4$ ) days a month, one-quarter ( $1/4$ ) of the hours in the employee's workweek per month;
- (c) when the entitlement is one and two-thirds ( $1\ 2/3$ ) days a month, one-third ( $1/3$ ) of the hours in the employee's workweek per month;
- (d) when the entitlement is two and one-twelfth ( $2\ 1/12$ ) days a month, five-twelfths ( $5/12$ ) of the hours in the employee's workweek per month;
- (e) when the entitlement is two and a half ( $2\ 1/2$ ) days a month, one-half ( $1/2$ ) of the hours in the employee's workweek per month;
- (f) however, a part-time employee who has received or is entitled to receive furlough leave shall have his or her vacation leave credits earned reduced by one-twelfth ( $1/12$ ) of the hours in the part-time workweek, beginning in the month in which the twentieth (20th) anniversary of service occurs until the beginning of the month in which his or her twenty-fifth (25th) anniversary of service occurs.

### Sick Leave

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

### Vacation and Sick Leave Administration

#### 29.18

- (a) For the purposes of administration of clauses 29.16 **and** 29.17, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.
- (b) **An** employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

### Severance Pay

29.19 Notwithstanding the provisions of Article 15 (Severance Pay), where the

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

The following clauses 29.20 and 29.21 apply only to "Printing Production Supervisors".

#### **Call-Back**

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

#### **Reporting Pay**

29.21 Subject to 29.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with the reporting pay provision of this Agreement, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay. 7

## **ARTICLE 30**

### **SHIFT PRINCIPLE**

#### **Alternate Provision**

The following clause 30.01 applies only to "Printing Production Employees".

30.01 It is recognized that certain full-time indeterminate employees whose hours of work are regularly scheduled on a night shift basis in accordance with this Agreement and in accordance with Article 21 (hereinafter referred to as a night shift work employee) are required to attend certain proceedings, under this collective agreement as identified in clause 30.01(a) and certain other proceedings identified in clause 30.01(b) which normally take place between the hours of 9 a.m. to 5 p.m. from Mondays to Fridays inclusive.

When a night shift work employee who is scheduled to work on the day of that proceeding and when the proceeding is not scheduled during the employee's scheduled shift for that day and when the majority of the hours of his scheduled shift on that day do not fall between the hours of 9 a.m. to 5 p.m., upon written application by the employee, the Employer shall endeavour, where possible, to change the shift work employee's shift on the day of the proceeding so that the majority of the hours fall between 9 a.m. to 5 p.m. provided that operational requirements are met, there is no increase in cost to the Employer and sufficient advance notice is given by the employee.

- (a) Certain Proceedings Under This Agreement
  - (i) Personnel Selection Process  
Clause 13.03 (a)
- (b) Certain Other Proceedings
  - (i) Training Courses which the employee is required to attend by the Employer.
  - (ii) To write Provincial Certification Examinations which are a requirement for the continuation of the performance of the duties of the employee's position.

## ARTICLE 31

### DURATION OF AGREEMENT

- 31.01 This Collective Agreement shall expire on 30 September 1998.
- 31.02 This Agreement shall become effective on January 11, 1996.

## ARTICLE 32

### SEXUAL HARASSMENT

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

32.02

- (a) **Any** level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of 32.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

## ARTICLE 33

### EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE

The following clauses 33.01 to 33.06 apply only to "Printing Production Supervisors".

**Education Leave Without Pay**

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

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

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

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

If the employee:

- (a) fails to complete the course;
  - (b) does not resume employment with the Employer on completion of the course;
- or
- (c) ceases to be employed, except by reason of death or lay-off, before termination of the period he or she has undertaken to serve after completion of the course;

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

**Career Development Leave With Pay**

**33.05**

- (a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his

or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:

- (i) a course given by the Employer;
- (ii) a course offered by a recognized academic institution;
- (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.

(b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 33.05 (a) above. The employee shall receive no compensation under the Overtime and Travelling Time provisions of the relevant collective agreement during time spent on career development leave provided for in this clause.

*~ 6/11*  
(c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

#### **Examination Leave With Pay**

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

## **ARTICLE 34**

### **PENOLOGICAL FACTOR ALLOWANCE**

The following clauses 34.01 to 34.13 apply only to "Printing Production Supervisors".

#### **General**

34.01 A Penological Factor Allowance shall be payable to incumbents in some positions in the bargaining unit which are in Correctional Service Canada, subject to the following conditions.

34.02 The Penological Factor Allowance is used to provide additional compensation to an incumbent of a position who, by reason of duties being performed in a penitentiary, as defined in the Penitentiary Act as amended from time to time, assumes additional responsibilities for the custody of inmates other than those exercised by the Correctional Group, and is exposed to immediate hazards of physical injury by assault and other disagreeable conditions.

**Degrees of Exposure**

**34.03** The factor recognizes the differences between maximum, medium and minimum security penal institutions, as designated by the Employer, and distinguishes between continual, frequent and limited degrees of exposure, as follows:

- Continual - means fulfilment of the conditions described in clause **34.02** above throughout the working day and recurring daily,
- Frequent - means fulfilment of the conditions described in clause **34.02** above for part or parts of the working day and generally recurring daily.
- Limited - means fulfilment of the conditions described in clause **34.02** above on an occasional basis.

**Formula**

**34.04** The payment of the allowance for the Penological Factor is determined by the following formula:

|                          |   | <b>Penological Factor (X)</b> |               |                |
|--------------------------|---|-------------------------------|---------------|----------------|
|                          |   | <b>Type of Institution</b>    |               |                |
| <b>Degree of Contact</b> |   | <b>Maximum</b>                | <b>Medium</b> | <b>Minimum</b> |
| Continual                | - | 100%X (\$1600)                | 50%X (\$800)  | 30%X (\$480)   |
| Frequent                 | - | 50%X (\$800)                  | 30%X (\$480)  | 20%X (\$320)   |
| Limited                  | - | 30%X (\$480)                  | 20%X (\$320)  | 10%X (\$160)   |

**Amount of PFA**

**34.05** The value of "X" is set at \$1,600 per annum. This allowance shall be paid on the same basis as that for the employee's regular pay.

**Application of PFA**

**34.06** Penological Factor Allowance shall only be payable to the incumbent of a position on the establishment of, or loaned to, Correctional Staff Colleges, Regional Headquarters, and National Headquarters, when the conditions described in clause **34.02** above are applicable.

**34.07** The applicability of PFA to a position and the position's degree of PFA entitlement, shall be determined by the Employer following consultation with the bargaining agent.

**34.08** Except as prescribed in clause 34.11 below, an employee shall be entitled to receive PFA for any month in which he or she receives a minimum of ten

(10) days' pay in a position(s) to which PFA applies.

34.09 Except as provided in clause 34.10 below, PFA shall be adjusted when the incumbent of a position to which PFA applies, is appointed or assigned duties in another position to which a different degree of PFA applies, regardless of whether such appointment or assignment is temporary or permanent, and for each month in which an employee performs duties in more than one position to which PFA applies, the employee shall receive the higher allowance, provided he or she has performed duties for at least ten (10) days as the incumbent of the position to which the higher allowance applies.

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

34.11 An employee will be entitled to receive PFA, in accordance with the PFA applicable to his or her regular position:

- (a) during any period of paid leave up to a maximum of sixty (60) consecutive calendar days,
- or
- (b) during the full period of paid leave where an employee is granted injury-on-duty leave with pay because of an injury resulting from an act of violence from one or more inmates.

34.12 PFA shall not form part of an employee's salary except for the purposes of the following benefit plans:

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

34.13 If, in any month, an employee is disabled or dies prior to establishing an entitlement to PFA, the PFA benefits accruing to the employee or the employee's estate shall be determined in accordance with the PFA entitlement for the month preceding such disablement or death.

## ARTICLE 35

### STANDBY

The following clauses 35.01 to 35.05 apply only to "Printing Production



## **Supervisors".**

35.01 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of ten dollars (\$10) for each eight (8) consecutive hours or portion thereof that he or she is on standby.

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

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

35.04 **An** employee on standby who is required to report for work shall be paid, in addition to the standby pay, the greater of:

(a) the applicable overtime rate for the time worked,

or

(b) the minimum of four (4) hours' pay at the hourly rate of pay, except that this minimum shall apply only the first time that an employee is required to report for work during a period of standby of eight (8) hours.

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

## **ARTICLE 36**

### **STATEMENT OF DUTIES**

36.01 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 37**

### **STATE SECURITY**

37.01 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 38

### RESTRICTION ON OUTSIDE EMPLOYMENT

38.01 Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer.

## ARTICLE 39

### EMPLOYEES ON PREMISES OF OTHER EMPLOYERS

The following clause 39.01 applies only to "Printing Production Supervisors".

39.01 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 endeavour 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 40

### NO DISCRIMINATION

40.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or **any** disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, or membership or activity in the union.

## ARTICLE 41

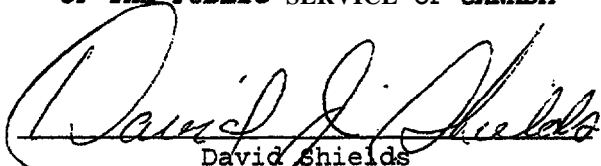
### LETTER OF UNDERSTANDING: APPRENTICESHIP PROGRAM

See Annex "A"


Signed at Hull, this 8th day of the month of October 1996

THE COUNCIL OF GRAPHIC ARTS UNIONS  
OF THE PUBLIC SERVICE OF CANADA

CANADA COMMUNICATION GROUP

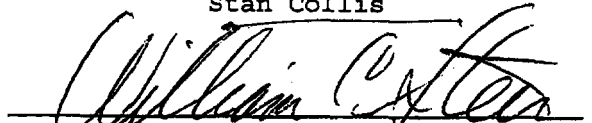
  
David Shields

  
René Guindon

  
Alain Clermont

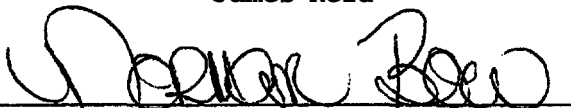
  
Stan Collis

\_\_\_\_\_  
Elizabeth Dickie

  
William Steen

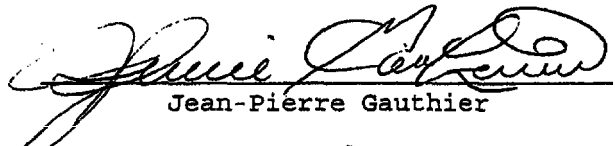
\_\_\_\_\_  
James Reid



  
Norman Bow

\_\_\_\_\_  
Marcel Chartrand

  
Pierre Côté

  
Jean-Pierre Gauthier

  
Maurice Lafleur

  
Jacques Robillard



|               |               |
|---------------|---------------|
| Canada        | Groupe        |
| Communication | Communication |
| Group         | Canada        |

45 Sacré-Coeur Blvd.  
Hull, Quebec  
K1A 0S7

45, boul. Sacré-Coeur  
Hull (Quebec)  
K1A 0S7

## LETTER OF UNDERSTANDING

Mr. David Shields  
Chairman and Chief Negotiator  
Council of Graphic Arts Unions of  
the Public Service of Canada  
880 Wellington Street, Suite 600  
Ottawa, ON K1R 6K7

Dear Mr. Shields:

### RE: Apprenticeship Program

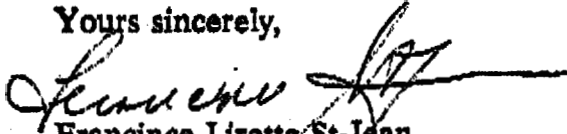
This letter will confirm an understanding regarding apprenticeship programs reached during the current negotiations for a collective agreement for the Printing Production Bargaining Unit of the Canada Communication Group.

It is understood that:

1. The Canada Communication Group will establish an Apprenticeship Program;
2. The Canada Communication Group, in consultation with the Council, will identify the *training* curriculum associated with the apprenticeship program. It is anticipated that the training will be primarily *on-the-job*, but it may include some classroom training;
3. Apprentices will be appointed at a CG group and level equivalent to the journeyman level for the job described;
4. Appointment of apprentices will normally be at the minimum of the journeyman group and level. However, appointment may be above the minimum if the appointment is made from outside the Public Service and the criteria established by the Public Service Commission are met;
5. Appointment of apprentices from within the Public Service will be at the minimum of the journeyman group and level except when an employee is promoted and appointment above the minimum is required in order to ensure that the employee receives an increase of at least 3.5%; and,
6. The Public Sector Compensation Act, as amended, prohibits anyone, including apprentices, from receiving pay increments at this time. Once pay increments are again permitted apprentices will start to receive annual pay increments within the

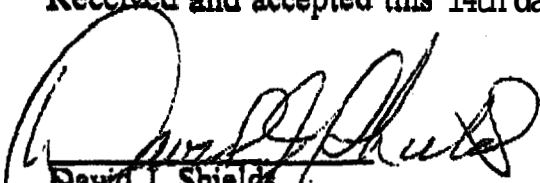
**CG group and level to which they have been appointed according to the conditions of the CG compensation plan.**

Yours sincerely,



**Francine Lirette-St-Jean**  
A/Director, PPHR  
Canada Communication Group

**Received and accepted this 14th day of March 1996 by**



**David J. Shields**  
Chairman and Chief Negotiator  
Council of Graphic Arts Unions  
of the Public Service of Canada

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