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Group: Technical Services
Expiry Date: June 21, 2011

Agreement Between the Treasury Board and the Public Service Alliance of Canada

Group: Technical Services
(all employees)

Expiry Date: June 21, 2011

Groupe : Services techniques
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Canada



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THIS AGREEMENT COVERS THE FOLLOWING CLASSIFICATIONS:

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403	Drafting and Illustration	(DD)
405	Engineering and Scientific Support	(EG)
406	General Technical	(GT)
407	Photography	(PY)
408	Primary Products Inspection	(PI)
413	Technical Inspection	(TI)

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**Asterisks denote changes from the previous collective agreement.

PART I: GENERAL

ARTICLE 1

PURPOSE AND SCOPE OF AGREEMENT

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

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

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

“**Alliance**” (*Alliance*) means the Public Service Alliance of Canada.

“**allowance**” (*indemnité*) means compensation payable for the performance of special or additional duties.

“**alternate provision**” (*disposition de dérogation*) means a provision of this Agreement which may only have application to certain employees.

“**bargaining unit**” (*unité de négociation*) means the employees of the Employer in the group described in Article 9.

“**common-law partner**” (*conjoint de fait*) means a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year.

“compensatory leave” (*congé compensateur*) means leave with pay in lieu of cash payment for overtime, work performed on a designated paid holiday, travelling time compensated at overtime rate, call-back, reporting pay and standby pay. The duration of such leave will be equal to the time compensated or the minimum time entitlement, multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee’s hourly rate of pay as calculated from the classification prescribed in the employee’s certificate of appointment on the day immediately prior to the day on which leave is taken.

**

“continuous employment” (*emploi continu*) has the same meaning as specified in the existing Directive on Terms and Conditions of Employment of the Employer on the date of signing of this Agreement.

“daily rate of pay” (*taux de rémunération journalier*) means a full-time employee’s weekly rate of pay divided by five (5).

“day” (*jour*) means a twenty-four (24) hour period commencing at 00:01 hour.

“day of rest” (*jour de repos*) in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave or absent from duty without permission.

“double time” (*tarif double*) means two (2) times the employee’s hourly rate of pay.

**

“employee” (*employé-e*) means a person so defined in the *Public Service Labour Relations Act* and who is a member of the bargaining unit specified in Article 9.

“Employer” (*Employeur*) means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board.

**

“family” (*famille*) except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, the employee’s grandparents and relative permanently residing in the employee’s household or with whom the employee permanently resides.

“holiday” (*jour férié*) means:

- (a) the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement,
- (b) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:
 - (i) on the day it commenced where half (1/2) or more of the hours worked fall on that day,
 - or
 - (ii) on the day it terminates where more than half (1/2) of the hours worked fall on that day.

**

“hourly rate of pay” (*taux de rémunération horaire*) means a full-time employee’s weekly rate of pay divided by thirty-seven decimal five (37.5).

“layoff” (*mise en disponibilité*) means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function.

“leave” (*congé*) means authorized absence from duty by an employee during his or her regular or normal hours of work.

“membership dues” (*cotisations syndicales*) means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium, or special levy.

“overtime” (*heures supplémentaires*) means:

- (a) in the case of a full-time employee, authorized work in excess of the employee’s scheduled hours of work,

or

**

- (b) in the case of a part-time employee, authorized work 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,

or

**

- (c) in the case of a part-time employee whose normal scheduled hours of work are in excess of seven decimal five (7.5) hours per day in accordance with the Variable Hours of Work provisions (clauses 25.10 to 25.13), authorized work in excess of those normal scheduled daily hours or an average of thirty-seven decimal five (37.5) hours per week.

“remuneration” (*rémunération*) means pay and allowances.

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

“straight-time rate” (*tarif normal*) means the employee’s hourly rate of pay.

“time and one-half” (*tarif et demi*) means one and one-half (1 1/2) times the employee’s hourly rate of pay.

“time and three-quarters” (*tarif et trois quarts*) means one and three-quarters (1 3/4) times the employee’s hourly rate of pay.

“weekly rate of pay” (*taux de rémunération hebdomadaire*) means an employee’s annual rate of pay divided by 52.176.

**

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

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

**ARTICLE 3
APPLICATION**

- 3.01** The provisions of this Agreement apply to the Alliance, the employees and the Employer.
- 3.02** The English and French texts of this Agreement shall be official.

**ARTICLE 4
STATE SECURITY**

- 4.01** 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 5
PRECEDENCE OF LEGISLATION
AND THE COLLECTIVE AGREEMENT**

- 5.01** In the event that any law passed by Parliament, applying to public service 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 the Agreement.

ARTICLE 6
MANAGERIAL RESPONSIBILITIES

6.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the public service.

ARTICLE 7
NATIONAL JOINT COUNCIL AGREEMENTS

**

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

**

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

**

7.03

(a) The following directives, as amended from time to time by National Joint Council recommendation and which have been approved by the Treasury Board of Canada, form part of this Agreement:

Bilingualism Bonus Directive

Commuting Assistance Directive

First Aid to the General Public – Allowance for Employees

Foreign Service Directives

Isolated Posts and Government Housing Directive

Memorandum of Understanding on Definition of Spouse

Public Service Health Care Plan Directive

NJC Relocation Directive

Travel Directive

Uniforms Directive

Occupational Health and Safety

Occupational Health and Safety Directive

Committees and Representatives Directive

Motor Vehicle Operations Directive

Pesticides Directive

Refusal to Work Directive

- (b) During the term of this Agreement, other directives may be added to the above noted list.

7.04 Grievances in regard to the above directives shall be filed in accordance with clause 18.01 of the article on grievance procedure in this Agreement.

ARTICLE 8

DENTAL CARE PLAN

8.01 The Dental Care plan as contained in the Master Agreement between the Treasury Board and the Public Service Alliance of Canada with an expiry date of June 30, 1988, and as subsequently amended from time to time, shall be deemed to form part of this Agreement.

PART II: UNION SECURITY AND STAFF RELATIONS MATTERS

**ARTICLE 9
RECOGNITION**

**

9.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the former Public Service Staff Relations Board on June 10, 1999 covering employees of the Technical Services Group (currently classified in accordance with the Drafting and Illustration (DD), the Engineering and Scientific Support (EG), the General Technical (GT), the Photography (PY), the Primary Products Inspection (PI), or the Technical Inspection (TI) classification standards).

**ARTICLE 10
INFORMATION**

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

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

**ARTICLE 11
CHECK-OFF**

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

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

11.03 For the purpose of applying clause 11.01, deductions from pay for each employee in respect of each calendar month will start with the first (1st) full calendar month of employment to the extent that earnings are available.

**

11.04 An employee who satisfies the Alliance as to the bona fides of his or her claim and 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. The Alliance will inform the Employer accordingly.

**

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

11.06 The amounts deducted in accordance with clause 11.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

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

11.08 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

ARTICLE 12

USE OF EMPLOYER FACILITIES

12.01 Reasonable space on bulletin boards in convenient locations, including electronic bulletin boards where available, will be made available to the Alliance for the posting of official Alliance notices. The Alliance shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Alliance, including

the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

12.02 The Employer will also continue its present practice of making available to the Alliance specific locations on its premises, and where it is practical to do so on vessels, for the placement of reasonable quantities of literature of the Alliance.

12.03 A duly accredited representative of the Alliance may be permitted access to the Employer's premises, which includes vessels, to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer. In the case of access to vessels, the Alliance representative upon boarding any vessel must report to the Master, state his or her business and request permission to conduct such business. It is agreed that these visits will not interfere with the sailing and normal operation of the vessels.

12.04 The Alliance shall provide the Employer a list of such Alliance representatives and shall advise promptly of any change made to the list.

ARTICLE 13

EMPLOYEE REPRESENTATIVES

13.01 The Employer acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.

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

13.03 The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 13.02.

13.04

- (a) A representative shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.
- (b) Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.
- (c) An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).

13.05 The Alliance shall have the opportunity to have an employee representative introduced to new employees as part of the Employer's formal orientation programs, where they exist.

ARTICLE 14
LEAVE WITH OR WITHOUT PAY
FOR ALLIANCE BUSINESS

**

Complaints made to the Public Service Labour Relations Board Pursuant to section 190(1) of the *Public Service Labour Relations Act*

**

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

**

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

and

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

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

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

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

and

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

14.03 The Employer will grant leave with pay:

**

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

and

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

**

Arbitration Board Hearings, Public Interest Commission Hearings and Alternate Dispute Resolution Process

**

14.04 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board, a Public Interest Commission or in an Alternate Dispute Resolution Process.

**

14.05 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board, a Public Interest Commission or in an Alternate Dispute Resolution Process and, when operational requirements permit, leave with pay to an employee called as a witness by the Alliance.

Adjudication

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

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

Meetings During the Grievance Process

14.07 Where an employee representative wishes to discuss a grievance with an employee who has asked or is obliged to be represented by the Alliance in relation to the presentation of his or her grievance, the Employer will, where operational requirements permit, give them reasonable leave with pay for this purpose when the discussion takes place in their headquarters area and reasonable leave without pay when it takes place outside their headquarters area.

14.08 Subject to operational requirements,

- (a) when the Employer originates a meeting with a grievor in his or her headquarters area, he or she will be granted leave with pay and “on duty” status when the meeting is held outside the grievor’s headquarters area,
- (b) when a grievor seeks to meet with the Employer, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area,

and

- (c) when an employee representative attends a meeting referred to in this clause, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area.

Contract Negotiation Meetings

14.09 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 Alliance.

Preparatory Contract Negotiation Meetings

14.10 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 Alliance and Management not Otherwise Specified in this Article

14.11 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 Alliance.

14.12 Subject to operational requirements, the Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the Alliance, meetings of the National Executive of the Components, Executive Board meetings of the Alliance, and conventions of the Alliance, the Components, the Canadian Labour Congress and the Territorial and Provincial Federations of Labour.

Representatives' Training Courses

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

ARTICLE 15
LABOUR DISPUTES

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

ARTICLE 16
ILLEGAL STRIKES

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16.01 The *Public Service Labour Relations Act* provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including termination of employment pursuant to paragraph 12(1)(c) of the *Financial Administration Act*, for participation in an illegal strike as defined in the *Public Service Labour Relations Act*.

ARTICLE 17
DISCIPLINE

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17.01 When an employee is suspended from duty or terminated in accordance with paragraph 12(1)(c) of the *Financial Administration Act*, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.

17.02 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.

17.03 The Employer shall notify the local representative of the Alliance as soon as possible that such suspension or termination has occurred.

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

17.05 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.

****ARTICLE 18**

GRIEVANCE PROCEDURE

18.01 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council of the public service on items which may be included in a collective agreement and which the parties to this Agreement have endorsed, the grievance procedure will be in accordance with section 15 of the NJC by-laws.

Individual Grievances

18.02 Subject to and as provided in section 208 of the *Public Service Labour Relations Act*, an employee may present an individual grievance to the Employer if he or she feels aggrieved:

- (a) by the interpretation or application, in respect of the employee, of:
 - (i) a provision of a statute or regulation, or of a direction or other instrument made or issued by the Employer, that deals with terms and conditions of employment;
 - or
 - (ii) a provision of the collective agreement or an arbitral award;
 - or
- (b) as a result of any occurrence or matter affecting his or her terms and conditions of employment.

Group Grievances

18.03 Subject to and as provided in section 215 of the *Public Service Labour Relations Act*, the Alliance may present a group grievance to the Employer on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of the collective agreement or an arbitral award.

- (a) In order to present a group grievance, the Alliance must first obtain the written consent of each of the employees concerned.
- (b) A group grievance shall not be deemed to be invalid by reason only of the fact that the consent is not in accordance with Form 19.
- (c) A group grievance must relate to employees in a single portion of the Federal Public Administration.

Policy Grievances

18.04 Subject to and as provided in section 220 of the *Public Service Labour Relations Act*, the Alliance or the Employer may present a policy grievance in respect of the interpretation or application of the collective agreement or of an arbitral award.

- (a) A policy grievance may be presented by the Alliance only at the final level of the grievance procedure, to an authorized representative of the Employer. The Employer shall inform the Alliance of the name, title and address of this representative.
- (b) The grievance procedure for a policy grievance by the Employer shall also be composed of a single level, with the grievance presented to an authorized representative of the Alliance. The Alliance shall inform the Employer of the name, title and address of this representative.

Grievance Procedure

18.05 For the purposes of this Article, a grievor is an employee or, in the case of a group or policy grievance, the Alliance.

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

18.07 The parties recognize the value of informal discussion between employees and their supervisors and between the Alliance and the Employer to the end that problems might be resolved without recourse to a formal grievance. When notice is given that an employee or the Alliance, within the time limits prescribed in clause 18.15, wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

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

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

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

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

18.10 Subject to and as provided for in the *Public Service Labour Relations Act*, a grievor who feels treated unjustly or aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 18.08, except that:

- (a) where there is another administrative procedure provided by or under any Act of Parliament to deal with the grievor's 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, an employee is not entitled to present the grievance unless he has the approval of and is represented by the Alliance.

18.11 There shall be no more than a maximum of four (4) levels in the grievance procedure. These levels shall be as follows:

- (a) Level 1 - first level of management;
- (b) Levels 2 and 3 in departments or agencies where such a levels are established - intermediate level(s);
- (c) Final Level - Chief Executive or deputy head or an authorized representative.

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

No Employer representative may hear the same grievance at more than one level in the grievance procedure.

18.12 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.

18.13 This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Alliance.

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

18.15 A grievor may present a grievance to the first level of the procedure in the manner prescribed in clause 18.08, not later than the twenty-fifth (25th) day after the date on which the grievor is notified or on which the grievor first becomes aware of the action or circumstances giving rise to the grievance. The Employer may present a policy grievance in the manner prescribed in clause 18.04 not later than the twenty-fifth (25th) day after the date on which the Employer is notified orally or in writing or on which the Employer first becomes aware of the action or circumstances giving rise to the policy grievance.

18.16 A grievor may present a grievance at each succeeding level in the grievance procedure beyond the first level either:

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

or

- (b) where the Employer has not conveyed a decision to the grievor within the time prescribed in clause 18.17, within fifteen (15) days after presentation by the grievor of the grievance at the previous level.

18.17 The Employer shall normally reply to a grievance at any level of the grievance procedure, except the final level, within ten (10) days after the grievance is presented, and within twenty (20) days where the grievance is presented at the final level except in the case of a policy grievance, to which the Employer shall normally respond within thirty (30) days. The Alliance shall normally reply to a policy grievance presented by the Employer within thirty (30) days.

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

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

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

18.21 Where the provisions of clause 18.08 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency concerned. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present the grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

18.22 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the grievor and, where appropriate the Alliance representative.

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

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

18.25 A grievor may by written notice to the immediate supervisor or officer-in-charge abandon a grievance.

18.26 Any grievor who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond the grievor's control, the grievor was unable to comply with the prescribed time limits.

18.27 Where a grievance has been presented up to and including the final level in the grievance procedure with respect to:

(a) the interpretation or application of a provision of this Collective Agreement or related arbitral award,

or

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

or

(c) disciplinary action resulting in suspension or financial penalty,

and the grievance has not been dealt with to the grievor's satisfaction, it may be referred to adjudication in accordance with the provisions of the *Public Service Labour Relations Act* and Regulations.

18.28 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of the employee of a provision of this Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the Alliance signifies:

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

Expedited Adjudication

18.29 The parties agree that any adjudicable grievance may be referred to the following expedited adjudication process:

- (a) At the request of either party, a grievance that has been referred to adjudication may be dealt with through expedited adjudication with the consent of both parties.
- (b) When the parties agree that a particular grievance will proceed through expedited adjudication, the Alliance will submit to the PSLRB the consent form signed by the grievor or the bargaining agent.
- (c) The parties may proceed with or without an Agreed Statement of Facts. When the parties arrive at an Agreed Statement of Facts it will be submitted to the PSLRB or to the Adjudicator at the hearing.
- (d) No witnesses will testify.
- (e) The Adjudicator will be appointed by the PSLRB from among its members who have had at least three (3) years experience as a member of the Board.
- (f) Each expedited adjudication session will take place in Ottawa, unless the parties and the PSLRB agree otherwise. The cases will be scheduled jointly by the parties and the PSLRB, and will appear on the PSLRB schedule.

- (g) The Adjudicator will make an oral determination at the hearing, which will be recorded and initialled by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.
- (h) The Adjudicator's determination will be final and binding on all the parties, but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.

ARTICLE 19

NO DISCRIMINATION

19.01 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 or ethnic origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, membership or activity in the Alliance, marital status or a conviction for which a pardon has been granted.

19.02

- (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 paragraph (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

19.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.

19.04 Upon request by the complainant(s) and/or respondent(s), an official copy of the investigation report shall be provided to them by the Employer, subject to any restriction pursuant to the *Access to Information Act* and the *Privacy Act*.

ARTICLE 20
SEXUAL HARASSMENT

20.01 The Alliance 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 workplace.

20.02

- (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 paragraph (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

20.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with sexual harassment. The selection of the mediator will be by mutual agreement.

20.04 Upon request by the complainant(s) and/or respondent(s), an official copy of the investigation report shall be provided to them by the Employer, subject to any restriction pursuant to the *Access to Information Act* and the *Privacy Act*.

ARTICLE 21
JOINT CONSULTATION

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

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

21.03 Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

21.04 Without prejudice to the position the Employer or the Alliance may wish to take in future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.

ARTICLE 22 HEALTH AND SAFETY

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

ARTICLE 23 JOB SECURITY

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

ARTICLE 24 TECHNOLOGICAL CHANGE

24.01 The parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, Appendix T on Workforce Adjustment will apply. In all other cases the following clauses will apply.

24.02 In this Article “Technological Change” means:

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

and

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

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

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

24.05 The written notice provided for in clause 24.04 will provide the following information:

- (a) the nature and degree of the technological change;
- (b) the date or dates on which the Employer proposes to effect the technological change;
- (c) the location or locations involved;
- (d) the approximate number and type of employees likely to be affected by the technological change;
- (e) the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.

24.06 As soon as reasonably practicable after notice is given under clause 24.04, the Employer shall consult meaningfully with the Alliance concerning the rationale for the change and the topics referred to in paragraph 24.05 on each group of employees, including training.

24.07 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

PART III: WORKING CONDITIONS

ARTICLE 25
HOURS OF WORK

Alternate Provision

This Article does not apply to employees in the PI bargaining unit (see provisions of Appendix M).

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

25.02 The Employer agrees that, before a schedule of working hours is changed, the changes will be discussed with the appropriate steward of the Alliance if the change will affect a majority of the employees governed by the schedule.

25.03 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.

25.04

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(a) Except as provided for in clause 25.09, the normal work week shall be thirty-seven decimal five (37.5) hours exclusive of lunch periods, comprising five (5) days of seven decimal five (7.5) hours each, Monday to Friday. The workday shall be scheduled to fall within a nine (9) hour period between the hours of 06:00 and 18:00, unless otherwise agreed in consultation between the Alliance and the Employer at the appropriate level.

(b) The scheduled weekly and daily hours of work stipulated in 25.04(a) may be varied by the Employer, following consultation with the Alliance, to allow for summer and winter hours, provided the annual total is not changed.

**

25.05 Subject to operational requirements as determined by the Employer from time to time, an employee shall have the right to select and request flexible hours between 06:00 and 18:00 and such request shall not be unreasonably denied.

**

25.06 Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.

25.07 Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal day for non-operating employees. The Employer agrees, where operational requirements permit, to continue the present practice of providing rest periods for operating employees.

25.08 If an employee is given less than seven (7) days' advance notice of a change in his or her shift schedule, the employee will receive a premium rate of time and one-half (1 1/2) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time. Such employee shall retain his or her previously scheduled days of rest next following the change or if worked, such days of rest shall be compensated in accordance with the overtime provisions of this Agreement.

25.09 For employees who work on a rotating or irregular basis:

**

- (a) Normal hours of work shall be scheduled so that employees work:
 - (i) an average of thirty-seven decimal five (37.5) hours per week and an average of five (5) days per week;
 - and
 - (ii) seven decimal five (7.5) hours per day.
- (b) The Employer shall make every reasonable effort to schedule a meal break of one-half (1/2) hour during each full shift which shall not constitute part of the work period. Such meal break shall be scheduled as close as possible to the midpoint of the shift, unless an alternate arrangement is agreed to at the appropriate level between the Employer and the employee. If an employee is not given a meal break scheduled in

advance, all time from the commencement to the termination of the employee's full shift shall be deemed time worked.

- (c) When an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:
- (i) on the day it commenced where one-half (1/2) or more of the hours worked fall on that day;

or

 - (ii) on the day it terminates where more than one-half (1/2) of the hours worked fall on that day.

Accordingly, the first (1st) day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his or her last scheduled shift; and the second (2nd) day of rest will start immediately after midnight of the employee's first (1st) day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

- (d) Every reasonable effort shall be made by the Employer:
- (i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;
 - (ii) to avoid excessive fluctuations in hours of work;
 - (iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;
 - (iv) to arrange shifts over a period of time not exceeding fifty-six (56) days and to post schedules at least fourteen (14) days in advance of the starting date of the new schedule;
 - (v) to grant an employee a minimum of two (2) consecutive days of rest.

- (e) In order to continue the present scheduling practices for upper air technicians, the provisions of subparagraphs 25.09(a)(ii) and (d)(i) will not apply.
- (f) Subject to paragraphs 25.09(a) through 25.09(e), scheduling practices will continue in specialized areas as follows:
 - (i) ice observers aboard icebreakers shall work fifty-six (56) hours per week;
 - (ii) upper air technicians shall work not less than five (5) hours per shift.
- (g) Notwithstanding the provisions of this Article, it may be operationally advantageous to implement work schedules for employees that differ from those specified in this clause. Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the majority of employees affected.

Terms and Conditions Governing the Administration of Variable Hours of Work

25.10 The terms and conditions governing the administration of variable hours of work implemented pursuant to paragraphs 25.04(b), 25.06, and 25.09(g) are specified in clauses 25.10 to 25.13. This Agreement is modified by these provisions to the extent specified herein.

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

25.12

**

- (a) The scheduled hours of work of any day, may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.

**

- (b) Such schedules shall provide an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule.
 - (i) The maximum life of a schedule for shift workers shall be six (6) months.
 - (ii) The maximum life of a schedule for Day workers shall be twenty-eight (28) days, except when the normal weekly and daily hours of work are varied by the Employer to allow for summer and winter hours in accordance with paragraph 25.04(b), in which case the life of a schedule shall be one (1) year.
- (c) Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

25.13 For greater certainty, the following provisions of this Agreement shall be administered as provided for herein:

(a) **Interpretation and Definitions (clause 2.01)**

“Daily rate of pay” - shall not apply.

(b) **Minimum Number of Hours Between Shifts (subparagraph 25.09(d)(i))**

The minimum period between the end of the employee’s shift and the beginning of the next one, shall not apply.

(c) **Exchange of Shifts (clause 25.03)**

On exchange of shifts between employees, the Employer shall pay as if no exchange had occurred.

(d) **Designated Paid Holidays (clause 32.05)**

**

- (i) A designated paid holiday shall account for seven decimal five (7.5) hours.

(ii) When an employee works on a designated paid holiday, the employee shall be compensated, in addition to the pay for the hours specified in subparagraph (i), at time and one-half (1 1/2) up to his or her regular scheduled hours worked and at double (2) time for all hours worked in excess of his or her regular scheduled hours.

(e) **Travel**

Overtime compensation referred to in clause 34.04 shall only be applicable on a workday for hours in excess of the employee's daily scheduled hours of work.

**

(f) **Acting Pay**

The qualifying period for acting pay as specified in paragraph 65.07(a) shall be converted to hours.

(g) **Shift Premium**

Shift work employees on variable hour shift schedules pursuant to Appendix D of this agreement will receive a shift premium in accordance with clause 27.01.

(h) **Overtime**

Overtime shall be compensated for all work performed on regular working days or on days of rest at time and three-quarters (1 3/4).

ARTICLE 26
SHIFT PRINCIPLE

26.01

**

(a) When a full-time indeterminate employee is required to attend one of the following proceedings outside a period that extends before or beyond three (3) hours his or her scheduled hours of work on a day during which he or she would be eligible for a shift premium, the employee may request that his or her hours of work on that day be scheduled between

07:00 and 18:00. Such request will be granted provided there is no increase in cost to the Employer. In no case will the employee be expected to report for work or lose regular pay without receiving at least twelve (12) hours of rest between the time his or her attendance was no longer required at the proceeding and the beginning of his or her next scheduled work period.

**

- (i) Public Service Labour Relations Board Proceedings
clauses 14.01, 14.02, 14.04, 14.05 and 14.06
 - (ii) Contract negotiation and preparatory contract negotiation meetings
clauses 14.09 and 14.10
 - (iii) Personnel selection process
Article 53
 - (iv) To write Provincial certification examinations that are a requirement for the continuation of the performance of the duties of the employee's position
 - (v) Training courses that the employee is required to attend by the Employer
- (b) Notwithstanding paragraph (a), proceedings described in subparagraph (v) are not subject to the condition that there be no increase in cost to the Employer.

ARTICLE 27

SHIFT AND WEEKEND PREMIUMS

Excluded Provisions

This Article does not apply to employees on day work, covered by clauses 25.04 to 25.06, or clause 25.04 of Appendix M.

**

27.01 Shift Premium

An employee working on shifts will receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, between 16:00 and 08:00. The shift premium will not be paid for hours worked between 08:00 and 16:00.

27.02 Weekend Premium

- (a) An employee working on shifts during the weekend will receive an additional premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.
- (b) Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.

ARTICLE 28

OVERTIME

28.01 Each fifteen (15) minute period of overtime shall be compensated for at the following rates:

- (a) time and one-half (1 1/2) except as provided for in paragraph 28.01(b);

**

- (b) double (2) time for each hour of overtime worked after fifteen (15) hours' work in any twenty-four (24) hour period or after seven decimal five (7.5) hours' work on the employee's first (1st) day of rest, and for all hours worked on the second (2nd) or subsequent day of rest. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

28.02

- (a) Overtime shall be compensated in cash except that, upon request of an employee and with the approval of the Employer, or at the request of the Employer and with the concurrence of the employee, overtime may be compensated in equivalent leave with pay.

- (b) The Employer shall endeavour to make cash payment for overtime in the pay period following that in which the credits were earned.
- (c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- (d) Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.

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

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

28.04 The Alliance is entitled to consult the deputy minister or the deputy minister's representative whenever it is alleged that employees are required to work unreasonable amounts of overtime.

28.05

- (a) If an employee is given instructions before the beginning of the employee's meal break or before the midpoint of the employee's workday whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight time, whichever is the greater.
- (b) If an employee is given instructions, after the midpoint of the employee's workday or after the beginning of his or her meal break whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of three (3) hours' pay at straight time, whichever is the greater.

- (c) When an employee is required to report for work and reports under the conditions described in (a) or (b) above, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
- (i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of the employee's own automobile,
 - or
 - (ii) out-of-pocket expenses for other means of commercial transportation.

28.06 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.

28.07 Notwithstanding the provisions of this Agreement for the payment of double (2) time, aerological observers shall be compensated at double (2) time as follows:

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- (a) for all hours worked in excess of seven decimal five (7.5) hours beyond what was scheduled for a normal day;
- (b) for all hours worked in excess of scheduled hours on a first (1st) day of rest, whether the period of work is a contiguous period or not (these days are identified on the shift schedules);
- (c) for all hours worked on a second (2nd) day of rest (these days are identified on the shift schedules);
- (d) for all hours worked in excess of the scheduled hours of work on a designated holiday.

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

Meal Allowance

To apply to all groups except PI

28.09

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of ten dollars (\$10.00), except where free meals are provided.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided for in (a), the employee shall be reimbursed for one (1) additional meal in the amount of ten dollars (\$10.00) for each additional four (4) hour period thereafter, except where free meals are provided.
- (c) Reasonable time with pay, to be determined by the Employer, 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.
- (d) Meal allowances under 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.

28.10 To apply to PI group only

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

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

or
- (b) immediately following the employee's scheduled hours of work

shall be reimbursed for one (1) meal in the amount of ten dollars (\$10.00), except where free meals are provided. When an employee works additional overtime continuously extending three (3) hours or more beyond the periods provided for in (a) and (b) above, the employee shall be reimbursed for one (1) additional meal in the amount of ten dollars (\$10.00) for each additional three (3) consecutive hours worked, except where free meals are provided.

Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the meal break may be taken either at or adjacent to the employee's place of work. 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.

28.11 When a contractor plans to close a plant between two (2) designated paid holidays or between a designated paid holiday and a weekend in order to give the contractor's employees an extended holiday period, Resident Inspectors of the Department of National Defence may be required to work the same days of rest as those worked by the contractors' employees at the straight-time rate and take lieu days to coincide with the plant's shutdown.

28.12 An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

- (a) compensation at the applicable overtime rate for any time worked,
- or
- (b) compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work.

ARTICLE 29
CALL-BACK PAY

Alternate Provisions

Clauses 29.01 and 29.02 do not apply to employees covered by 29.03.

29.01 If an employee is called back to work:

- (a) on a designated paid holiday which is not the employee's scheduled day of work,

or
- (b) on the employee's day of rest,

or
- (c) after the employee has completed his or her work for the day and has left his or her place of work,

and returns to work, the employee shall be paid the greater of:

- (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' compensation in an eight (8)-hour period. Such maximum shall include any reporting pay pursuant to clause 32.06 and the relevant reporting pay provisions,

or
- (ii) compensation at the applicable rate of overtime compensation for time worked,

provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

- (d) The minimum payment referred to in 29.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 63.06 of this Collective Agreement.

29.02 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.

29.03 This Article does not apply where an employee who has accommodation on board a vessel and:

- (a) is not in his or her home port, reports for sailing in accordance with posted sailing orders or as otherwise required by the Master;
- or
- (b) is on the Employer's premises at the time of notification of the requirement to work overtime.

Compensation in Cash or Leave With Pay

29.04

- (a) Compensation earned under this Article shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, or at the request of the Employer and the concurrence of the employee, overtime may be compensated in equivalent leave with pay.
- (b) The Employer shall endeavour to make cash payment for overtime in the pay period following that in which the credits were earned.
- (c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- (d) Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.

ARTICLE 30
STANDBY

30.01 Where the Employer requires an employee to be available on standby during off-duty hours, such employee shall be compensated at the rate of one-half (1/2) hour for each four (4) hour period or part thereof for which the employee has been designated as being on standby duty.

30.02 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 work as quickly as possible if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

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

30.04 An employee on standby who is required to report for work shall be compensated in accordance with clause 29.01.

30.05 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.

30.06

- (a) Payments referred to in clauses 30.01 and 30.04 shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, or at the request of the Employer and the concurrence of the employee, the payment may be compensated in equivalent leave with pay.
- (b) Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.

ARTICLE 31 REPORTING PAY

31.01

- (a) When an employee is required to report and reports to work on the employee's day of rest, the employee is entitled to a minimum of three (3) hours' pay at the applicable overtime rate of pay;
- (b) The minimum payment referred to in (a), does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 63.05.

31.02 To apply to the EG, DD, PY and PI groups only

When an employee reports for work under the conditions described in clause 31.01, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

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

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

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

31.04 To apply to EG group only

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

31.05 To apply to EG group only

This Article does not apply where an employee who has accommodation on board a vessel and is not in the employee's home port, reports for sailing in accordance with posted sailing orders or as otherwise required by the Master.

31.06

- (a) Payments referred to in clause 31.01 shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, or at the request of the Employer and the concurrence of the employee, the payment may be compensated in equivalent leave with pay.
- (b) Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.

ARTICLE 32**DESIGNATED PAID HOLIDAYS**

32.01 Subject to clause 32.02, the following days shall be designated paid holidays for employees:

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

- (h) Remembrance Day;
- (i) Christmas Day;
- (j) Boxing Day;
- (k) one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August;
- (l) one (1) additional day when proclaimed by an Act of Parliament as a national holiday.

Clause TI32.01 applies only to certain employees in the TI Group.

TI32.01 Technical Inspectors working on the premises of contractors who observe the designated paid holidays on days other than those listed in clause 32.01 shall observe the designated paid holidays referred to in clause 32.01 on the same days as the employees of these contractors. Technical Inspectors are entitled to eleven (11) designated paid holidays per year.

32.02 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 14, Leave With or Without Pay for Alliance Business.

32.03 When a day designated as a holiday under clause 32.01 coincides with an employee's day of rest, the holiday shall be moved to the first (1st) 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 32.01 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.

32.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 32.03:

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

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

32.05

**

- (a) 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 seven decimal five (7.5) hours 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.
- (b) Notwithstanding paragraph (a), when an employee works on a holiday contiguous to a day of rest on which the employee also worked and received overtime in accordance with paragraph 28.01(b), the employee shall be paid in addition to the pay that the employee would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.

32.06 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 equivalent to three (3) hours' pay at the applicable overtime rate of pay for each reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period;

or
- (b) compensation in accordance with the provisions of clause 32.05.

32.07 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.

32.08 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.

32.09 Where operational requirements permit, the Employer shall not schedule an employee to work on both December 25 and January 1 in the same holiday season.

32.10

- (a) Payments referred to in clause 32.05 and 32.06 shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, or at the request of the Employer and the concurrence of the employee, the payment may be compensated in equivalent leave with pay.
- (b) Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.

ARTICLE 33

RELIGIOUS OBSERVANCE

33.01 The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations.

33.02 Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave, leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.

33.03 Notwithstanding clause 33.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

33.04 An employee who intends to request leave or time off under this Article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

ARTICLE 34 TRAVELLING TIME

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

34.02 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 34.03 and 34.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than three (3) hours.

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34.03 For the purposes of clauses 34.02 and 34.04, the travelling time for which an employee shall be compensated is as follows:

- (a) 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;
- (b) 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 workplace, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or workplace;
- (c) 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.

34.04 If an employee is required to travel as set forth in clauses 34.02 and 34.03:

- (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 or her 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 regular scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) 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 twelve (12) hours pay at the straight-time rate of pay.

34.05 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 32, Designated Paid Holidays and Article 28, Overtime of this Collective Agreement.

34.06 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.

34.07

- (a) Upon request of an employee and with the approval of the Employer, compensation at the overtime rate earned under this Article may be granted in compensatory leave with pay.

- (b) Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position at the end of the twelve (12) month period.

34.08 When an employee is to be away from home on two (2) consecutive days of rest they shall be entitled to be reimbursed for one ten (10) minute station to station call home in addition to those that may be eligible for under the travel directive.

34.09 Travel Status Leave

Exclusions

This clause does not apply to employees covered by Appendix I - Engineering and Scientific Support Group.

**

- (a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his or her permanent residence for twenty (20) nights during a fiscal year shall be granted seven decimal five (7.5) hours off with pay. The employee shall be credited with one (1) additional period of seven decimal five (7.5) hours for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) additional nights.
- (b) The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) This leave with pay is deemed to be compensatory leave and is subject to paragraphs 28.02(c) and (d).

The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars, unless the employee is required to attend by the Employer.

ARTICLE 35

TRAVELLING EXPENSES ON LEAVE OR TERMINATION

- 35.01** When an employee serving on a vessel which is away from its home port,
- (a) is authorized to take leave under the provisions of Article 38, Vacation Leave With Pay, or under the provisions of Article 51, Bereavement Leave With Pay, the Employer shall pay the cost of the return travelling expenses, as normally defined by the Employer, from the point of disembarkation to the vessel's home port or to the employee's normal place of residence, whichever is the lesser amount;
 - (b) terminates his or her employment by reason of retirement, release or layoff, the Employer shall pay the cost of the travelling expenses, as normally defined by the Employer, from the point of disembarkation to the employee's port of hiring or to the employee's normal place of residence, whichever is the lesser amount.

ARTICLE 36

NOTICE OF TRANSFER

36.01 Where practicable, advance notice of a change in posting or a transfer from an employee's Headquarters' area as defined by the Employer shall be given to an employee. Such notice shall not normally be less than three (3) months.

PART IV: LEAVE PROVISIONS

ARTICLE 37
LEAVE GENERAL

37.01

**

- (a) When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one (1) day being equal to seven decimal five (7.5) hours.

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- (b) Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.
- (c) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.
- (d) Notwithstanding the above, in the Article 51, Bereavement Leave With Pay, a “day” will mean a calendar day.

37.02 Except as otherwise specified in this Agreement:

- (a) where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave;
- (b) time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

37.03 An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of his or her vacation and sick leave credits.

37.04 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.

37.05 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

37.06 An employee who, on the day that this Agreement is signed, is entitled to receive furlough leave, that is, 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.

37.07 An employee is not entitled to leave with pay during periods he or she is on leave without pay or under suspension.

37.08 In the event of termination of employment for reasons other than incapacity, death or layoff, 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.

37.09 An employee shall not earn leave credits under this 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.

37.10 When an employee who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, the employee is entitled during the employee's period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis, or for a period of two (2) or more months prior to the period of leave.

ARTICLE 38
VACATION LEAVE WITH PAY

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

Accumulation of Vacation Leave Credits

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

- (a) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
- (b) twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- (c) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- (d) fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- (e) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- (f) sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- (g) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;
- (h) For the purpose of this clause only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on layoff and is reappointed to the public service within one (1) year following the date of layoff.

- (i) Notwithstanding 38.02(h) above, an employee who was a member of one of the following bargaining units on the date of the signing of their collective agreement as shown below:

Bargaining Unit	Date of Signing
EG	May 17, 1989
DD, GT, PI, PY, TI	May 19, 1989

or an employee who became a member of the bargaining unit between the dates shown above and May 31, 1990 shall retain, for the purpose of “service” and of establishing his or her vacation entitlement pursuant to this Article, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the public service is terminated.

Entitlement to Vacation Leave With Pay

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38.03 An employee is entitled to vacation leave with pay to the extent of the employee’s 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 current vacation year.

Scheduling of Vacation Leave With Pay

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

- (a) to grant the employee his or her vacation leave during the fiscal year in which it is earned, if so requested by the employee not later than June 1;
- (b) to comply with any request made by an employee before January 31 that the employee be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by the employee in the current year;
- (c) to ensure that approval of an employee’s request for vacation leave is not unreasonably denied;

- (d) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or the other employees, according to the wishes of the employee.

**

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

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

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

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

38.07 Carry-Over and/or Liquidation of Vacation Leave

- (a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and sixty-two decimal five (262.5) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours shall be automatically paid in cash at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.

- (b)
 - (i) Notwithstanding paragraph (a), if on November 19, 2001 or on the date an employee becomes subject to this Agreement, he or she has more than two hundred and sixty-two decimal five (262.5) hours of unused vacation leave credits earned during previous years, this number of unused vacation leave credits shall become the employee's accumulated leave maximum.
 - (ii) Unused vacation leave credits equivalent to the employee's accumulated leave maximum shall be carried over into the following vacation year.
 - (iii) Unused vacation leave credits in excess of the employee's accumulated leave maximum shall be automatically paid in cash at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.
- (c) The employee's accumulated leave maximum shall be reduced irrevocably by the number of vacation leave credits liquidated in excess of the employee's annual vacation leave entitlement during the vacation year.
- (d) Notwithstanding (b)(iii), where the Employer cancels a period of vacation leave which has been previously approved in writing, and which cannot be rescheduled before the end of the vacation year, the cancelled leave may be carried over into the next vacation year.

Recall from Vacation Leave With Pay

38.08

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

and

- (ii) 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.

- (c) The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under paragraph 38.08(b) to be reimbursed for reasonable expenses incurred by the employee.

Leave When Employment Terminates

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

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38.10 Notwithstanding clause 38.09, an employee whose employment is terminated for cause pursuant to paragraph 12(1)(e) of the *Financial Administration Act* by reason of a declaration that he or she abandoned his or her position is entitled to receive the payment referred to in clause 38.09, if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

Advance Payments

38.11 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.

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

**

Cancellation or Alteration of Vacation Leave

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

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

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38.14 Appointment to a Separate Agency

Notwithstanding clause 38.09, an employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* may choose not to be paid for unused vacation and furlough leave credits, provided that the appointing organization will accept such credits.

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38.15 Appointment from a Separate Agency

The Employer agrees to accept the unused vacation and furlough leave credits up to a maximum of two hundred and sixty-two decimal five (262.5) hours of an employee who resigns from an organization listed in Schedule V of the *Financial Administration Act* in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

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38.16

- (a) Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in paragraph 38.02(h).
- (b) The vacation leave credits provided in paragraph 38.16(a) above shall be excluded from the application of clause 38.07 dealing with the Carry-Over and/or Liquidation of Vacation Leave.

ARTICLE 39

SICK LEAVE WITH PAY

Credits

39.01

- (a) An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee receives pay for at least seventy-five (75) hours.
- (b) A shift worker shall earn additional sick leave credits at the rate of one decimal two five (1.25) hours for each calendar month during which he or she works shifts and he or she receives pay for at least seventy-five (75) hours. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used one hundred and twelve decimal five (112.5) hours of sick leave credits during the current fiscal year.

Granting of Sick Leave

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

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

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

39.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 39.02(a).

39.04 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 39.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to one hundred and eighty-seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

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

39.06 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.

39.07 Sick leave credits earned but unused by an employee during a previous period of employment in the public service shall be restored to an employee whose employment was terminated by reason of layoff and who is reappointed in the public service within two (2) years from the date of layoff.

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39.08 The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity pursuant to paragraph 12(1)(e) of the *Financial Administration Act* at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits, except where the incapacity is the result of an injury or illness for which injury on duty leave has been granted pursuant to Article 41.

ARTICLE 40

MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

40.01 Up to three decimal seven five (3.75) hours of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

40.02 Where a series of continuing appointments is necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

ARTICLE 41
INJURY-ON-DUTY LEAVE

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

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

or

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

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

****ARTICLE 42**
MATERNITY LEAVE WITHOUT PAY

42.01 Maternity Leave Without Pay

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):

- (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,

or

- (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period while her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization while the employee was not on maternity leave, to a maximum of eighteen (18) weeks.

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 39, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 39, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans to take leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks before the initial date of continuous leave of absence while termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.

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

42.02 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that she:
- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - (ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer,
- and
- (iii) has signed an agreement with the Employer stating that:
 - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;
 - (C) should she fail to return to work for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, layoff, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation*

Act, she will be indebted to the Employer for an amount determined as follows:

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

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

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

and
 - (ii) for each week the employee receives a maternity benefit under the Employment Insurance or the Quebec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93 %) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she

would have been eligible if no extra monies had been earned during this period.

- (d) At the employee's request, the payment referred to in subparagraph 42.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Quebec Parental Insurance Plan maternity benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Quebec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance, the allowance shall be adjusted accordingly.

- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

42.03 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 42.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Longterm Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance or Quebec Parental Insurance Plan maternity benefits,

and

 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 42.02(a), other than those specified in sections (A) and (B) of subparagraph 42.02(a)(iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause 42.02 for a combined period of no more than the number of weeks while she would have been eligible for maternity benefits under the Employment Insurance or the Quebec Parental Insurance Plan had she not been disqualified from Employment Insurance or Quebec Parental Insurance Plan maternity benefits for the reasons described in subparagraph (a)(i).

ARTICLE 43

MATERNITY-RELATED REASSIGNMENT OR LEAVE

43.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate workplace committee or the health and safety representative.

43.02 An employee's request under clause 43.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Depending on the particular circumstances of the request, the Employer may obtain an independent medical opinion.

43.03 An employee who has made a request under clause 43.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

(a) modifies her job functions or reassigns her;

or

(b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

43.04 Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.

43.05 Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.

43.06 An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

43.07 Notwithstanding 43.05, for an employee working in an institution where she is in direct and regular contact with offenders, if the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence with pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than at the time the employee proceeds on maternity leave without pay or on the termination date of the pregnancy, whichever comes first.

****ARTICLE 44**

PARENTAL LEAVE WITHOUT PAY

44.01 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two periods.
- (d) Notwithstanding paragraphs (a) and (b):
 - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
 - or
 - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization while the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.
- (e) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks before the commencement date of such leave.
- (f) The Employer may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

44.02 Parental Allowance

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

and
 - (iii) has signed an agreement with the Employer stating that:
 - (A) the employee will return to work on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - (B) Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 42.02(a)(iii)(B), if applicable;
 - (C) should he or she fail to return to work for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, layoff, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

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

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

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93 %) of his or her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Quebec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93 %) of his or her weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period.

- (iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Quebec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93 %) of her weekly rate of pay for each week, less any other monies earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 44.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Quebec Parental Insurance Plan parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Quebec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.

- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (k) The maximum combined, shared maternity and parental allowances payable under this Collective Agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

44.03 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 44.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or through the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Quebec Parental Insurance Plan benefits,
 - and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 44.02(a), other than those specified in sections (A) and (B) of subparagraph 44.02(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93 %) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD plan or through the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 44.02 for a combined period of no more than the number of weeks while the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Quebec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Quebec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

****ARTICLE 45**

**LEAVE WITHOUT PAY FOR
THE CARE OF FAMILY**

45.01 Both parties recognize the importance of access to leave for the purpose of the care of family.

45.02 An employee shall be granted leave without pay for the care of family 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 urgent or unforeseeable circumstances, such notice cannot be given;
- (b) leave granted under this Article shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the public service;
- (d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.
- (e) **Compassionate Care Leave**
- (i) Notwithstanding the definition of "family" found in clause 2.01 and notwithstanding paragraphs 45.02(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.

- (ii) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.
- (iii) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.
- (iv) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, subparagraphs (i) and (ii) above cease to apply.

45.03 An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

45.04 All leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children provisions of previous Technical Services Collective Agreements or other agreements will not count towards the calculation of the maximum amount of time allowed for care of family during an employee's total period of employment in the public service.

ARTICLE 46

VOLUNTEER LEAVE

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

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

ARTICLE 47
LEAVE WITH PAY FOR
FAMILY-RELATED RESPONSIBILITIES

47.01 For the purpose of this Article, family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of spouse or common-law partner), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.

47.02 The total leave with pay which may be granted under this Article shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.

47.03 Subject to clause 47.02, the Employer shall grant leave with pay under the following circumstances:

- (a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- (b) 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;
- (c) to provide for the immediate and temporary care of an elderly member of the employee's family;
- (d) for needs directly related to the birth or to the adoption of the employee's child.

47.04 Where in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under 47.03(b) above, 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 48
LEAVE WITHOUT PAY FOR PERSONAL NEEDS

48.01 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 (1) under each of paragraphs (a) and (b) 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 or parental leave without the consent of the Employer.

ARTICLE 49
PERSONAL LEAVE WITH PAY

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

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

ARTICLE 50
LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE

50.01 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.

ARTICLE 51
BEREAVEMENT LEAVE WITH PAY

**

51.01 When a member of the employee's family dies, an employee shall be entitled to a bereavement period of five (5) consecutive calendar days. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

51.02 An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.

51.03 If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 51.01 and 51.02, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

51.04 It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 51.01 and 51.02.

ARTICLE 52
COURT LEAVE

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

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

- (c) by subpoena or summons to attend as a witness in any proceeding held:
- (i) in or under the authority of a court of justice or before a grand jury,
 - (ii) before a court, judge, justice, magistrate or coroner,
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,
- or
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

ARTICLE 53

PERSONNEL SELECTION LEAVE

**

53.01 Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the public service, as defined in the *Public Service Labour Relations Act*, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his or her presence is so required.

ARTICLE 54
EDUCATION LEAVE WITHOUT PAY
CAREER DEVELOPMENT LEAVE WITH PAY AND
EXAMINATION LEAVE WITH PAY

Education Leave Without Pay

54.01 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.

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

54.03 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.

54.04 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 layoff, 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

54.05

- (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 paragraph 54.05(a) above. The employee shall receive no compensation under Article 28, Overtime, and Article 34, Travelling Time, of this Collective Agreement during time spent on career development leave provided for in this clause.
- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

Examination Leave With Pay

54.06 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 55

LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

55.01 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.

**PART V: OTHER TERMS AND CONDITIONS
OF EMPLOYMENT**

ARTICLE 56
RESTRICTION ON OUTSIDE EMPLOYMENT

56.01 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 57
STATEMENT OF DUTIES

57.01 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 58
DUTY ABOARD VESSELS

58.01 Nothing in this Agreement shall be construed to impair in any manner whatsoever the authority of the Master.

58.02 The Master may, whenever he or she deems it advisable, require any employee to participate in lifeboat or other emergency drills without the payment of overtime.

58.03 Any work necessary for the safety of the vessel, passengers, crew or cargo shall be performed by all employees at any time on immediate call and, notwithstanding any provisions of this Agreement which might be construed to the contrary, in no event shall overtime be paid for work performed in connection with such emergency duties of which the Master shall be the sole judge.

58.04 When an employee suffers loss of clothing or personal effects (those which can reasonably be expected to accompany the employee aboard the ship) because of marine disaster or shipwreck, the employee shall be reimbursed the value of those articles up to a maximum of three thousand dollars (\$3,000) based on replacement cost.

58.05

- (a) An employee shall submit to the Employer a full inventory of his or her personal effects and shall be responsible for maintaining it in a current state.
- (b) An employee or the employee's estate making a claim under this Article shall submit to the Employer reasonable proof of such loss, and shall submit an affidavit listing the individual items and values claimed.

ARTICLE 59
EMPLOYEE PERFORMANCE REVIEW
AND EMPLOYEE FILES

59.01

- (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(es) 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.

59.02

- (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.

59.03 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 60

PENOLOGICAL FACTOR ALLOWANCE

General

60.01 A penological factor allowance (PFA) shall be payable to incumbents in some positions in the bargaining unit which are in Correctional Service Canada, and to incumbents of some positions of Public Works and Government Services Canada whose regular place of work is physically located in a Correctional Service Canada penitentiary, subject to the following conditions.

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

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

Amount of PFA

60.04

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

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

Application of PFA

60.05 The 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 60.02 above are applicable.

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

**

60.07 Except as prescribed in clause 60.10 below, an employee shall be entitled to receive the PFA for any month in which he or she receives a minimum of seventy-five (75) hours pay in a position(s) to which the PFA applies.

**

60.08 Except as provided in clause 60.09 below, the PFA shall be adjusted when the incumbent of a position to which the PFA applies, is appointed or assigned duties in another position to which a different level of the 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 the PFA applies, the employee shall receive the higher allowance, provided he or she has performed duties for at least seventy-five (75) hours as the incumbent of the position to which the higher allowance applies.

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

60.10 An employee will be entitled to receive the 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.

60.11 The 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
 Employment Insurance
Government Employees Compensation Act
 Flying Accident Compensation Regulations

60.12 If, in any month, an employee is disabled or dies prior to establishing an entitlement to the 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 61
WASH-UP TIME

61.01 Where the Employer determines that due to the nature of the work there is a clear cut need, wash-up time up to a maximum of ten (10) minutes will be permitted before the end of the working day.

ARTICLE 62
DANGEROUS GOODS

62.01 An employee certified pursuant to the *Transportation of Dangerous Goods Act* and who is assigned the responsibility for packaging and labelling of dangerous goods for shipping in accordance with the above Act, shall receive a daily allowance of three dollars and fifty cents (\$3.50) for each day he or she is required to package and label dangerous goods for shipping, to a maximum of seventy-five dollars (\$75) in a month where the employee maintains such certification.

PART VI: PART-TIME EMPLOYEES

ARTICLE 63
PART-TIME EMPLOYEES

**

63.01 Definition

Part-time employee means an employee whose weekly scheduled hours of work on average are less than those established in Article 25 but not less than those prescribed in the *Public Service Labour Relations Act*.

General

**

63.02 Unless otherwise specified in this Article, part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work compare with thirty-seven decimal five (37.5).

63.03 Part-time employees are entitled to overtime compensation in accordance with subparagraphs (b) and (c) of the overtime definition in clause 2.01.

**

63.04 The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days or thirty-seven decimal five (37.5) hours.

Specific Application of This Agreement

63.05 Reporting Pay

Subject to clause 63.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with paragraph 31.01(a) 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.

63.06 Call-Back

When a part-time employee meets the requirements to receive call-back pay in accordance with clause 29.01 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

Designated Holidays

63.07 A part-time employee shall not be paid for the designated holidays but shall, instead be paid four and one-quarter per cent (4 1/4 %) for all straight-time hours worked.

**

63.08 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 32.01, 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 seven decimal five (7.5) hours and double time (2) thereafter.

63.09 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 32.01, shall be paid for the time actually worked in accordance with clause 63.08, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

63.10 Vacation Leave

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee's normal workweek, at the rate for years of service established in clause 38.02 of this Agreement, pro-rated and calculated as follows:

- (a) when the entitlement is nine decimal three seven five (9.375) hours a month, .250 multiplied by the number of hours in the employee's workweek per month;
- (b) when the entitlement is twelve decimal five (12.5) hours a month, .333 multiplied by the number of hours in the employee's workweek per month;
- (c) when the entitlement is thirteen decimal seven five (13.75) hours a month, .367 multiplied by the number of hours in the employee's workweek per month;
- (d) when the entitlement is fourteen decimal four (14.4) hours a month, .383 multiplied by the number of hours in the employee's workweek per month;

- (e) when the entitlement fifteen decimal six two five (15.625) hours a month, .417 multiplied by the number of hours in the employee's workweek per month;
- (f) when the entitlement is sixteen decimal eight seven five (16.875) hours a month, .450 multiplied by the number of hours in the employee's workweek per month;
- (g) when the entitlement is eighteen decimal seven five (18.75) hours a month, .500 multiplied by the number of hours in the employee's workweek per month.

63.11 Sick Leave

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 (2) the number of hours in the employee's normal workweek.

63.12 Vacation and Sick Leave Administration

- (a) For the purposes of administration of clauses 63.10 and 63.11, 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.

63.13 Bereavement Leave

Notwithstanding clause 63.02, there shall be no prorating of a "day" in Article 51, Bereavement Leave With Pay.

63.14 Severance Pay

Notwithstanding the provisions of Article 64 Severance Pay of this Agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full- and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

PART VII: PAY AND DURATION

ARTICLE 64
SEVERANCE PAY

64.01 Under the following circumstances and subject to clause 64.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

(a) **Layoff**

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

(b) **Resignation**

On resignation, subject to paragraph 64.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) **Rejection on Probation**

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay.

(d) Retirement

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

or

**

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

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

(e) Death

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

**

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

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

64.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 64.01 be pyramided.

**

64.03 Appointment to a Separate Agency

Notwithstanding paragraph 64.01(b), an employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* may choose not to be paid severance pay provided that the appointing organization will accept the employee's Schedule I and IV of the *Financial Administration Act* service for its severance pay entitlement.

ARTICLE 65

PAY ADMINISTRATION

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

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

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

or

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

65.03

(a) The rates of pay set forth in Appendix A shall become effective on the dates specified.

(b) Where the rates of pay set forth in Appendix A have an effective date prior to the date of signing of this Agreement, the following shall apply:

(i) "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered 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 groups identified in Article 9 of this Agreement during the retroactive period;

(iii) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;

**

(iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the Employer's Directive on Terms and Conditions of Employment, using the revised rates of pay. If the recalculated rate of pay is less than the

rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;

- (v) no payment or no notification shall be made pursuant to paragraph 65.03(b) for one dollar (\$1) or less.

65.04 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.

65.05 This Article is subject to the Memorandum of Understanding signed by the Employer and the Alliance dated February 9, 1982 in respect of red-circled employees.

65.06 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 Alliance the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

**

65.07 Acting Pay

- (a) 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 at least three (3) consecutive working days or shifts, 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.
- (b) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

65.08 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.

65.09 Payments provided under the overtime, reporting pay, designated paid holiday, call-back and the standby provisions of this Agreement shall not be pyramided, that is an employee shall not receive more than one type of compensation for the same service.

ARTICLE 66
AGREEMENT REOPENER

66.01 This Collective Agreement may be amended by mutual consent.

ARTICLE 67
DURATION

**

67.01 The duration of this Collective Agreement shall be from the date it is signed to June 21, 2011.

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

SIGNED AT OTTAWA, this 27th day of the month of November 2009.

THE TREASURY BOARD
OF
CANADA

THE PUBLIC SERVICE
ALLIANCE OF
CANADA

ORIGINAL SIGNED BY

Hélène Laurendeau

ORIGINAL SIGNED BY

Gerry Halabecki

ORIGINAL SIGNED BY

Josée Lefebvre

ORIGINAL SIGNED BY

Carol Casey

ORIGINAL SIGNED BY

John Park

ORIGINAL SIGNED BY

Daniel Dubé

ORIGINAL SIGNED BY

Irene Arkorful

ORIGINAL SIGNED BY

Peter Holland

Rick Bevilacqua

ORIGINAL SIGNED BY

Garry Larouche

ORIGINAL SIGNED BY

Brian Howe

ORIGINAL SIGNED BY

Darrell-Lee McKenzie

ORIGINAL SIGNED BY

Dr. Paul McCaughey

ORIGINAL SIGNED BY

Phil Robinson

Ian Naish

ORIGINAL SIGNED BY

Glen Whalley

THE TREASURY BOARD
OF
CANADA

ORIGINAL SIGNED BY

Randi Plisell

ORIGINAL SIGNED BY

Gérald Poirier

ORIGINAL SIGNED BY

Judith Spanglett

ORIGINAL SIGNED BY

Gérald Toupin

THE PUBLIC SERVICE
ALLIANCE OF
CANADA

ORIGINAL SIGNED BY

Seth Sazant

ORIGINAL SIGNED BY

Michael McNamara

****APPENDIX A****DD – DRAFTING AND ILLUSTRATION GROUP****ANNUAL RATES OF PAY**

(in dollars)

- A) Effective June 22, 2007**
B) Effective June 22, 2008
C) Effective June 22, 2009
D) Effective June 22, 2010
(Arbitral Award - September 24, 2009)

DD-1

From:	\$	26112	27028	27939	28860	29769	30681
To:	A	26713	27650	28582	29524	30454	31387
	B	27114	28065	29011	29967	30911	31858
	C	27521	28486	29446	30417	31375	32336
	D	27934	28913	29888	30873	31846	32821

From:	\$	31594	32858
To:	A	32321	33614
	B	32806	34118
	C	33298	34630
	D	33797	35149

DD-2

From:	\$	32178	33372	34544	35737	36919	38100
To:	A	32918	34140	35339	36559	37768	38976
	B	33412	34652	35869	37107	38335	39561
	C	33913	35172	36407	37664	38910	40154
	D	34422	35700	36953	38229	39494	40756

From:	\$	39290	40864
To:	A	40194	41804
	B	40797	42431
	C	41409	43067
	D	42030	43713

DD-3

From:	\$	39594	40922	42257	43583	45327
To:	A	40505	41863	43229	44585	46370
	B	41113	42491	43877	45254	47066
	C	41730	43128	44535	45933	47772
	D	42356	43775	45203	46622	48489

DD-4

From:	\$	40786	42230	43670	45112	46542	47975
To:	A	41724	43201	44674	46150	47612	49078
	B	42350	43849	45344	46842	48326	49814
	C	42985	44507	46024	47545	49051	50561
	D	43630	45175	46714	48258	49787	51319

From:	\$	49895
To:	A	51043
	B	51809
	C	52586
	D	53375

DD-5

From:	\$	47723	49378	51031	52690	54797
To:	A	48821	50514	52205	53902	56057
	B	49553	51272	52988	54711	56898
	C	50296	52041	53783	55532	57751
	D	51050	52822	54590	56365	58617

DD-6

From:	\$	51212	53003	54781	56572	58832
To:	A	52390	54222	56041	57873	60185
	B	53176	55035	56882	58741	61088
	C	53974	55861	57735	59622	62004
	D	54784	56699	58601	60516	62934

DD-7

From:	\$	55625	57582	59539	61500	63961
To:	A	56904	58906	60908	62915	65432
	B	57758	59790	61822	63859	66413
	C	58624	60687	62749	64817	67409
	D	59503	61597	63690	65789	68420

DD-8

From:	\$	58538	60622	62701	64768	67356
To:	A	59884	62016	64143	66258	68905
	B	60782	62946	65105	67252	69939
	C	61694	63890	66082	68261	70988
	D	62619	64848	67073	69285	72053

DD-9

From:	\$	61133	63311	65492	67664	70371
To:	A	62539	64767	66998	69220	71990
	B	63477	65739	68003	70258	73070
	C	64429	66725	69023	71312	74166
	D	65395	67726	70058	72382	75278

**DRAFTING AND ILLUSTRATION GROUP
PAY NOTES**

Pay increment for full-time and part-time employees

The pay increment period for employees at levels DD-1 and DD-2 is twenty-six (26) weeks and for employees at levels DD-3 to DD-9 is fifty-two (52) weeks.

****APPENDIX A**

EG – ENGINEERING AND SCIENTIFIC SUPPORT GROUP
ANNUAL RATES OF PAY
(in dollars)

- A) Effective June 22, 2007**
- B) Effective June 22, 2008**
- C) Effective June 22, 2009**
- D) Effective June 22, 2010**
(Arbitral Award - September 24, 2009)

EG-1

From:	\$	37229	38717	40267	41876	43553	45295
To:	A	38085	39607	41193	42839	44555	46337
	B	38656	40201	41811	43482	45223	47032
	C	39236	40804	42438	44134	45901	47737
	D	39825	41416	43075	44796	46590	48453

EG-2

From:	\$	40954	42589	44295	46065	47906	49825
To:	A	41896	43569	45314	47124	49008	50971
	B	42524	44223	45994	47831	49743	51736
	C	43162	44886	46684	48548	50489	52512
	D	43809	45559	47384	49276	51246	53300

EG-3

From:	\$	45048	46849	48722	50670	52698	54806
To:	A	46084	47927	49843	51835	53910	56067
	B	46775	48646	50591	52613	54719	56908
	C	47477	49376	51350	53402	55540	57762
	D	48189	50117	52120	54203	56373	58628

EG-4

From:	\$	49553	51534	53598	55742	57967	60287
To:	A	50693	52719	54831	57024	59300	61674
	B	51453	53510	55653	57879	60190	62599
	C	52225	54313	56488	58747	61093	63538
	D	53008	55128	57335	59628	62009	64491

EG-5

From:	\$	54506	56685	58954	61310	63766	66315
To:	A	55760	57989	60310	62720	65233	67840
	B	56596	58859	61215	63661	66211	68858
	C	57445	59742	62133	64616	67204	69891
	D	58307	60638	63065	65585	68212	70939

EG-6

From:	\$	59958	62355	64852	67444	70140	72945
To:	A	61337	63789	66344	68995	71753	74623
	B	62257	64746	67339	70030	72829	75742
	C	63191	65717	68349	71080	73921	76878
	D	64139	66703	69374	72146	75030	78031

EG-7

From:	\$	65953	68592	71335	74188	77158	80243
To:	A	67470	70170	72976	75894	78933	82089
	B	68482	71223	74071	77032	80117	83320
	C	69509	72291	75182	78187	81319	84570
	D	70552	73375	76310	79360	82539	85839

EG-8

From:	\$	72552	75453	78467	81607	84872	88267
To:	A	74221	77188	80272	83484	86824	90297
	B	75334	78346	81476	84736	88126	91651
	C	76464	79521	82698	86007	89448	93026
	D	77611	80714	83938	87297	90790	94421

****APPENDIX A**

**EG – ENGINEERING AND SCIENTIFIC SUPPORT GROUP
ANNUAL RATES OF PAY
FOR SALARY PROTECTED EMPLOYEES
(in dollars)**

- A) Effective June 22, 2007**
- B) Effective June 22, 2008**
- C) Effective June 22, 2009**
- D) Effective June 22, 2010**
(Arbitral Award - September 24, 2009)

The following rates of pay shall have application to employees who on December 22, 1987 became subject to the Memorandum of Understanding of February 9, 1982 between the Employer and the Public Service Alliance of Canada in respect of red-circled employees.

EG-1

From:	\$	30173	31229	32320	33453
To:	A	30867	31947	33063	34222
	B	31330	32426	33559	34735
	C	31800	32912	34062	35256
	D	32277	33406	34573	35785

EG-2

From:	\$	32796	33946	35134	36358
To:	A	33550	34727	35942	37194
	B	34053	35248	36481	37752
	C	34564	35777	37028	38318
	D	35082	36314	37583	38893

EG-3

From:	\$	35390	36777	38153	39524
To:	A	36204	37623	39031	40433
	B	36747	38187	39616	41039
	C	37298	38760	40210	41655
	D	37857	39341	40813	42280

EG-4

From:	\$	38097	39600	41096	42594
To:	A	38973	40511	42041	43574
	B	39558	41119	42672	44228
	C	40151	41736	43312	44891
	D	40753	42362	43962	45564

EG-5

From:	\$	41202	42832	44471	46106
To:	A	42150	43817	45494	47166
	B	42782	44474	46176	47873
	C	43424	45141	46869	48591
	D	44075	45818	47572	49320

EG-6

From:	\$	44807	46613	48418	50212
To:	A	45838	47685	49532	51367
	B	46526	48400	50275	52138
	C	47224	49126	51029	52920
	D	47932	49863	51794	53714

EG-7

From:	\$	48390	50351	52307	54268
To:	A	49503	51509	53510	55516
	B	50246	52282	54313	56349
	C	51000	53066	55128	57194
	D	51765	53862	55955	58052

EG-8

From:	\$	55021	57293	59562	61820
To:	A	56286	58611	60932	63242
	B	57130	59490	61846	64191
	C	57987	60382	62774	65154
	D	58857	61288	63716	66131

EG-9

From:	\$	60497	63024	65545	68052
To:	A	61888	64474	67053	69617
	B	62816	65441	68059	70661
	C	63758	66423	69080	71721
	D	64714	67419	70116	72797

EG-10

From:	\$	69813	72756	75695	78641
To:	A	71419	74429	77436	80450
	B	72490	75545	78598	81657
	C	73577	76678	79777	82882
	D	74681	77828	80974	84125

EG-11

From:	\$	75302	78487	81671	84872
To:	A	77034	80292	83549	86824
	B	78190	81496	84802	88126
	C	79363	82718	86074	89448
	D	80553	83959	87365	90790

**ENGINEERING AND SCIENTIFIC SUPPORT GROUP
PAY NOTES**

Pay increment for full-time and part-time employees

1. The pay increment period for employees at levels EG-1 to EG-8 is fifty-two (52) weeks.
2. The pay increment date for an employee, appointed to a position in the bargaining unit on promotion, demotion or from outside the public service after June 29, 1977, shall be the first Monday following the pay increment period listed above as calculated from the date of the promotion, demotion or appointment from outside the public service. The pay increment period for employees appointed prior to June 29, 1977, will continue to be one (1) year, and the pay increment date will continue to apply on a quarterly basis.

****APPENDIX A****GT – GENERAL TECHNICAL GROUP
ANNUAL RATES OF PAY**

(in dollars)

- A) Effective June 22, 2007**
B) Effective June 22, 2008
C) Effective June 22, 2009
D) Effective June 22, 2010
(Arbitral Award - September 24, 2009)

GT-1

From:	\$	36373	37375	38375	39370	40945
To:	A	37210	38235	39258	40276	41887
	B	37768	38809	39847	40880	42515
	C	38335	39391	40445	41493	43153
	D	38910	39982	41052	42115	43800

GT-2

From:	\$	41713	42921	44129	45337	47151
To:	A	42672	43908	45144	46380	48235
	B	43312	44567	45821	47076	48959
	C	43962	45236	46508	47782	49693
	D	44621	45915	47206	48499	50438

GT-3

From:	\$	46648	48047	49457	50859	52893
To:	A	47721	49152	50595	52029	54110
	B	48437	49889	51354	52809	54922
	C	49164	50637	52124	53601	55746
	D	49901	51397	52906	54405	56582

GT-4

From:	\$	52558	54187	55823	57458	59758
To:	A	53767	55433	57107	58780	61132
	B	54574	56264	57964	59662	62049
	C	55393	57108	58833	60557	62980
	D	56224	57965	59715	61465	63925

GT-5

From:	\$	58993	60800	62616	64495	67074
To:	A	60350	62198	64056	65978	68617
	B	61255	63131	65017	66968	69646
	C	62174	64078	65992	67973	70691
	D	63107	65039	66982	68993	71751

GT-6

From:	\$	65283	67412	69559	71698	74566
To:	A	66785	68962	71159	73347	76281
	B	67787	69996	72226	74447	77425
	C	68804	71046	73309	75564	78586
	D	69836	72112	74409	76697	79765

GT-7

From:	\$	74813	77330	79848	82238	85527
To:	A	76534	79109	81685	84129	87494
	B	77682	80296	82910	85391	88806
	C	78847	81500	84154	86672	90138
	D	80030	82723	85416	87972	91490

GT-8

From:	\$	84868	87556	90234	92908	96626
To:	A	86820	89570	92309	95045	98848
	B	88122	90914	93694	96471	100331
	C	89444	92278	95099	97918	101836
	D	90786	93662	96525	99387	103364

**GENERAL TECHNICAL GROUP
PAY NOTES****Pay increment for full-time and part-time employees**

1. The pay increment period for employees at levels GT-1 to GT-8 is fifty-two (52) weeks.
2. The pay increment date for an employee, appointed on or after May 22, 1981, to a position in the bargaining unit on promotion, demotion or from outside the public service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to May 22, 1981 shall be the date on which the employee received his or her last pay increment.
3. If an employee dies, the salary due to the employee 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 the employee's estate.
4. When an employee who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, the employee is entitled during the employee's period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis, or for a period of two (2) or more months prior to the period of leave.

****APPENDIX A****PY – PHOTOGRAPHY GROUP
ANNUAL RATES OF PAY**

(in dollars)

- A) Effective June 22, 2007**
B) Effective June 22, 2008
C) Effective June 22, 2009
D) Effective June 22, 2010
(Arbitral Award - September 24, 2009)

PY-1

From:	\$	28869	29636	30404	31167	32415
To:	A	29533	30318	31103	31884	33161
	B	29976	30773	31570	32362	33658
	C	30426	31235	32044	32847	34163
	D	30882	31704	32525	33340	34675

PY-2

From:	\$	32976	33907	34833	35747	37177
To:	A	33734	34687	35634	36569	38032
	B	34240	35207	36169	37118	38602
	C	34754	35735	36712	37675	39181
	D	35275	36271	37263	38240	39769

PY-3

From:	\$	35944	36975	38020	39061	40623
To:	A	36771	37825	38894	39959	41557
	B	37323	38392	39477	40558	42180
	C	37883	38968	40069	41166	42813
	D	38451	39553	40670	41783	43455

PY-4

From:	\$	38791	39944	41108	42261	43950
To:	A	39683	40863	42053	43233	44961
	B	40278	41476	42684	43881	45635
	C	40882	42098	43324	44539	46320
	D	41495	42729	43974	45207	47015

PY-5

From:	\$	40933	42059	43216	44420	45726	47553
To:	A	41874	43026	44210	45442	46778	48647
	B	42502	43671	44873	46124	47480	49377
	C	43140	44326	45546	46816	48192	50118
	D	43787	44991	46229	47518	48915	50870

PY-6

From:	\$	43853	45171	46528	47920	49358	51332
To:	A	44862	46210	47598	49022	50493	52513
	B	45535	46903	48312	49757	51250	53301
	C	46218	47607	49037	50503	52019	54101
	D	46911	48321	49773	51261	52799	54913

PY-7

From:	\$	46740	48143	49591	51076	52607	54712
To:	A	47815	49250	50732	52251	53817	55970
	B	48532	49989	51493	53035	54624	56810
	C	49260	50739	52265	53831	55443	57662
	D	49999	51500	53049	54638	56275	58527

**PHOTOGRAPHY GROUP
PAY NOTES**

Pay increment for full-time and part-time employees

1. The pay increment period for employees is fifty-two (52) weeks.

****APPENDIX A**

PI – PRIMARY PRODUCTS INSPECTION GROUP
ANNUAL RATES OF PAY
(in dollars)

- A) **Effective June 22, 2007**
B) **Effective June 22, 2008**
C) **Effective June 22, 2009**
D) **Effective June 22, 2010**
(Arbitral Award - September 24, 2009)

SUB-GROUP: GRAIN INSPECTION**PI-1-CGC**

From:	\$	32295	38846	40178	41501	42829	44158	45922
To:	A	33038	39739	41102	42456	43814	45174	46978
	B	33534	40335	41719	43093	44471	45852	47683
	C	34037	40940	42345	43739	45138	46540	48398
	D	34548	41554	42980	44395	45815	47238	49124

PI-2-CGC

From:	\$	42820	44263	45711	47155	49041
To:	A	43805	45281	46762	48240	50169
	B	44462	45960	47463	48964	50922
	C	45129	46649	48175	49698	51686
	D	45806	47349	48898	50443	52461

PI-3-CGC

From:	\$	45936	47534	49119	50708	52738
To:	A	46993	48627	50249	51874	53951
	B	47698	49356	51003	52652	54760
	C	48413	50096	51768	53442	55581
	D	49139	50847	52545	54244	56415

PI-4-CGC

From:	\$	48699	50413	52136	53844	55557	57779
To:	A	49819	51572	53335	55082	56835	59108
	B	50566	52346	54135	55908	57688	59995
	C	51324	53131	54947	56747	58553	60895
	D	52094	53928	55771	57598	59431	61808

PI-5-CGC

From:	\$	55044	57048	59063	61061	63505
To:	A	56310	58360	60421	62465	64966
	B	57155	59235	61327	63402	65940
	C	58012	60124	62247	64353	66929
	D	58882	61026	63181	65318	67933

PI-6-CGC

From:	\$	60141	62377	64606	66845	69520
To:	A	61524	63812	66092	68382	71119
	B	62447	64769	67083	69408	72186
	C	63384	65741	68089	70449	73269
	D	64335	66727	69110	71506	74368

**PRIMARY PRODUCTS INSPECTION GROUP
PAY NOTES**

Pay increment for full-time and part-time employees

1. The pay increment period for employees is fifty-two (52) weeks.
2. The pay increment date for an employee appointed to a position in the bargaining unit on promotion, demotion or from outside the public service after December 13, 1974 shall be the first Monday following the pay increment period listed above as calculated from the date of the promotion, demotion or appointment from outside the public service.

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3. A supplement of \$2000 per year for the performance of grain inspection duties shall be added to the pay of incumbents of positions at levels PI-1 through PI-6 located in Vancouver and Prince Rupert.

****APPENDIX A****TI – TECHNICAL INSPECTION GROUP****ANNUAL RATES OF PAY**

(in dollars)

- A) Effective June 22, 2007**
B) Effective June 22, 2008
C) Effective June 22, 2009
D) Effective June 22, 2010
(Arbitral Award - September 24, 2009)

TI-1

From:	\$	38129	39200	40273	41356	43009
To:	A	39006	40102	41199	42307	43998
	B	39591	40704	41817	42942	44658
	C	40185	41315	42444	43586	45328
	D	40788	41935	43081	44240	46008

TI-2

From:	\$	40193	41355	42502	43651	45398
To:	A	41117	42306	43480	44655	46442
	B	41734	42941	44132	45325	47139
	C	42360	43585	44794	46005	47846
	D	42995	44239	45466	46695	48564

TI-3

From:	\$	45066	46414	47750	49091	51053
To:	A	46103	47482	48848	50220	52227
	B	46795	48194	49581	50973	53010
	C	47497	48917	50325	51738	53805
	D	48209	49651	51080	52514	54612

TI-4

From:	\$	49613	51132	52650	54167	56333
To:	A	50754	52308	53861	55413	57629
	B	51515	53093	54669	56244	58493
	C	52288	53889	55489	57088	59370
	D	53072	54697	56321	57944	60261

TI-5

From:	\$	55392	57142	58890	60632	63058
To:	A	56666	58456	60244	62027	64508
	B	57516	59333	61148	62957	65476
	C	58379	60223	62065	63901	66458
	D	59255	61126	62996	64860	67455

TI-6

From:	\$	62229	64252	66270	68293	71024
To:	A	63660	65730	67794	69864	72658
	B	64615	66716	68811	70912	73748
	C	65584	67717	69843	71976	74854
	D	66568	68733	70891	73056	75977

TI-7

From:	\$	68501	70678	72865	75047	78048
To:	A	70077	72304	74541	76773	79843
	B	71128	73389	75659	77925	81041
	C	72195	74490	76794	79094	82257
	D	73278	75607	77946	80280	83491

TI-8

From:	\$	76040	78591	81136	83489	86827
To:	A	77789	80399	83002	85409	88824
	B	78956	81605	84247	86690	90156
	C	80140	82829	85511	87990	91508
	D	81342	84071	86794	89310	92881

**TECHNICAL INSPECTION GROUP
PAY NOTES****Pay increment for full-time and part-time employees**

1. The pay increment period for employees at the levels TI-1 to TI-8 is fifty-two (52) weeks.
2. The pay increment date for an employee, appointed on or after May 22, 1981, to a position in the bargaining unit on promotion, demotion or from outside the public service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to May 22, 1981 shall be the date on which the employee received his or her last pay increment.
3. If an employee dies, the salary due to the employee 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 the employee's estate.
4. When an employee who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, the employee is entitled during the employee's period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis, or for a period of two (2) or more months prior to the period of leave.

****PAY NOTES (CBSA EMPLOYEES)**

1. Effective on the date of transfer or appointment to the Canada Border Services Agency (CBSA), the employee's new rate of pay shall be the step in the applicable line of the new salary grid which is closest to, but not less than the rate of pay received on that day.
2. Should the employee's salary exceed the maximum of the range for his or her group and level, the employee's salary shall remain unchanged until such time as the maximum rate of pay for the employee's group and level is equal to, or greater than, the employee's salary.
3. Effective June 22, 2007, should the employee's salary be within the new salary band in the A line, the employee's new rate of pay shall be the step in the A line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum in an annualized amount equivalent to the difference between the value of the economic increase (i.e. 2.3 %) and the actual salary increase, to be paid bi-weekly.
4. Effective June 22, 2007, employees subject to paragraph 2 shall receive a lump sum payment in an annualized amount equivalent to 2.3 % of the employee's rate of pay, to be paid bi-weekly, in lieu of the economic increase.
5. Effective June 22, 2008, should the employee's salary be within the new salary band in the B line, the employee's new rate of pay shall be the step in the B line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum in an annualized amount equivalent to the difference between the value of the economic increase (i.e. 1.5 %) and the actual salary increase, to be paid bi-weekly.
6. Effective June 22, 2008, employees subject to paragraph 2 shall receive a lump sum payment in an annualized amount equivalent to 1.5 % of the employee's rate of pay, to be paid bi-weekly, in lieu of the economic increase.

7. Effective June 22, 2009, should the employee's salary be within the new salary band in the C line, the employee's new rate of pay shall be the step in the C line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum payment in an annualized amount equivalent to the difference between the value of the economic increase (i.e. 1.5 %) and the actual salary increase, to be paid bi-weekly.
8. Effective June 22, 2009, employees subject to paragraph 2 shall receive a lump sum payment in an annualized amount equivalent to 1.5 % of the employee's rate of pay, to be paid bi-weekly, in lieu of the economic increase.
9. Effective June 22, 2010, should the employee's salary be within the new salary band in the D line, the employee's new rate of pay shall be the step in the D line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum payment in an annualized amount equivalent to the difference between the value of the economic increase (1.5 %) and the actual salary increase, to be paid bi-weekly.
10. Effective June 22, 2010, employees who continue to be subject to paragraph 2 shall receive a lump sum payment in an annualized amount equivalent to 1.5 % of the employee's rate of pay, to be paid bi-weekly, in lieu of the economic increase.

MEMORANDA OF AGREEMENT

**

The following Appendices shall be effective on the date of signature and shall expire on June 21, 2011.

SIGNED AT OTTAWA, this 27th day of the month of November 2009.

THE TREASURY BOARD
OF
CANADA

THE PUBLIC SERVICE
ALLIANCE OF
CANADA

ORIGINAL SIGNED BY

Hélène Laurendeau

ORIGINAL SIGNED BY

Gerry Halabecki

ORIGINAL SIGNED BY

Josée Lefebvre

ORIGINAL SIGNED BY

Michael McNamara

APPENDIX B

**MEMORANDUM OF UNDERSTANDING
CONCERNING EMPLOYEES IN THE GENERAL TECHNICAL GROUP,
EMPLOYED BY THE DEPARTMENT OF FISHERIES AND OCEANS
AT A FISH HATCHERY**

1. The undersigned agree that employees employed by the Department of Fisheries and Oceans at a fish hatchery who are required to be on standby status at a fish hatchery instead of their residences for the purpose of carrying out duties related to emergency service shall not be entitled to be paid in accordance with Article 30, Standby, in this Collective Agreement.
2. In lieu, it is agreed that employees employed by the Department of Fisheries and Oceans at a fish hatchery to which paragraph 1 refers will receive the following compensation for standby status:

2.01

- (a) four (4) hours pay at the employee's regular straight-time rate of pay, for each eight (8) consecutive hours or portion thereof that the employee is designated as being on standby status at a fish hatchery;
- (b) overnight bachelor bunkhouse accommodation will be provided by the Employer at no cost to the employee;
- (c) supper and breakfast will be provided by the Employer at no cost to the employee.

2.02

An employee designated by letter or list for standby status at a fish hatchery shall be immediately available at the fish hatchery during the period designated as the standby period. In designating employees for standby status, the Employer will endeavour to provide for an equitable distribution of such duties.

2.03

This payment shall apply only once within each eight (8)-hour period that the employee has been designated for standby status.

2.04

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

2.05

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

2.06

- (a) Payments earned under this Appendix shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, or at the request of the Employer and the concurrence of the employee, payments may be compensated in equivalent leave with pay.
 - (b) Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.
- 3. The overtime provisions of Article 28 and the provisions of Article 27, Shift Premiums do not apply during those periods an employee is on standby status at a fish hatchery.
 - 4. The Public Service Alliance of Canada agrees it will not support any grievance arising out of this Collective Agreement whose provisions are amended by this Memorandum of Understanding.

5. It is expressly understood that the terms of this Memorandum are intended to allow for the particular circumstances of the fish hatcheries. Neither party to this Memorandum shall rely on this initiative as a precedent to justify similar arrangements for other units or in any other location of the Department of Fisheries and Oceans during the lifetime of this Memorandum.

6. This Memorandum does not apply to employees employed by the Department of Fisheries and Oceans at a fish hatchery residing on site at a fish hatchery.

APPENDIX C

**MEMORANDUM OF AGREEMENT
CONCERNING FISHERY OFFICERS
IN THE GENERAL TECHNICAL GROUP,
WORKING ON OFF-SHORE SURVEILLANCE IN THE
DEPARTMENT OF FISHERIES AND OCEANS**

**

The Employer and the Public Service Alliance of Canada agree, for the term of this Collective Agreement, that Fishery Officers working on off-shore surveillance and employed with the Department of Fisheries and Oceans will work an average of nine decimal five (9.5) hours per day while in a surveillance mode.

Surveillance mode is defined as the period between the time at which a Fishery Officer on off-shore surveillance reports to his or her surveillance duty station and the time at which the Fishery Officer leaves his or her surveillance duty station. Off-shore surveillance may be conducted by vessel or aircraft. Surveillance mode may be terminated due to delays in departure or early return.

The normal overtime provisions of the Collective Agreement will apply to these Officers with the following exceptions:

(a)

**

- (i) Employees shall receive thirty-seven decimal five (37.5) hours pay at the straight-time rate per week while in a surveillance mode. All overtime earned and all compensation earned for work on a designated holiday shall accumulate as compensatory leave. The compensatory leave earned while in a surveillance mode shall be liquidated immediately after their return from surveillance mode unless management deems this impractical due to operational requirements.

- (ii) Seventy-five (75) hours of compensatory leave shall be held in a bank to ensure that if an officer is unable to make a scheduled trip and there is no other work available, the officer is eligible to request compensatory leave from his or her seventy-five (75) hour bank.
 - (iii) At the request of an employee and with the approval of the Employer, at any time during the fiscal year, the Employer may pay the requested compensatory leave in excess of one-hundred and fifty (150) hours in cash at the straight-time rate of pay in effect on the day on which compensatory leave is granted.
 - (iv) At the end of each fiscal year, all unliquidated compensatory leave in excess of seventy-five (75) hours shall be paid in cash at the straight-time rate of pay in effect on the day on which compensatory leave is granted.
- (b) In addition, if the vessel or aircraft does not depart as scheduled on a designated paid holiday or a day of rest, the reporting pay article of the Collective Agreement shall apply.

**

- (c) For the purpose of accumulation of paid leave and severance pay, time spent by employees in surveillance mode shall be deemed to be seven decimal five (7.5) hours per day and/or thirty-seven decimal five (37.5) hours per week, as applicable.

**

- (d) When an employee works on a designated paid holiday while in a surveillance mode, the employee shall be compensated, in addition to the seven decimal five (7.5) hours holiday pay the employee would have been granted had he or she not worked, at the rate of time and one-half (1 1/2) for all scheduled hours worked and double (2) time for all hours worked in excess of the scheduled hours.

Arrest Mode

For the purposes of this Memorandum, “arrest mode” is defined as those situations where management has authorized a Fishery Officer on off-shore surveillance to remain on board a vessel for the purposes of maintaining continuity of evidence.

**

In arrest mode, the overtime provisions of 28.01(a) and (b) will apply. In calculating the entitlement, all hours for that day will be a combination of hours in surveillance mode, nine decimal five (9.5) hours and arrest mode (all remaining hours).

**

For the purposes of calculating the rate of pay while in arrest mode, the regular nine decimal five (9.5) hour day shall be deemed to have begun at 8:00 hours and would normally have ceased at 18:00 hours (with one-half (1/2) hour for lunch). As such, where an arrest mode is authorized after 18:00 hours, the officer would be compensated at time and one-half (1 1/2) his or her straight-time rate at the beginning of the arrest mode.

Once arrest mode is confirmed and payment at premium rates is in effect, the premium rate will remain in effect until arrest mode ceases. In a continuing arrest mode, two (2) or more days, the surveillance mode provisions will not apply for those days where arrest mode continues beyond 12:00 hours on that day.

Officers while in a surveillance mode or arrest mode shall be excluded from the following provisions of this Collective Agreement:

Hours of Work Article

Overtime clauses 28.02, 28.04, 28.06, 28.07, 28.08

Travelling Time Article

Shift Premiums Article

Call-back Pay Article

Standby Article

APPENDIX D

**MEMORANDUM OF AGREEMENT
APPLICABLE TO CERTAIN EMPLOYEES
IN THE GENERAL TECHNICAL GROUP,
WORKING ON ROTATING OR IRREGULAR BASIS
(COAST GUARD MARINE SEARCH AND
RESCUE (SAR) CONTROLLERS OF THE
RESCUE COORDINATION CENTRES AND
MARINE RESCUE SUB-CENTRES AND
HOVERCRAFT PERSONNEL)**

The provisions of this Collective Agreement, with the amendments noted below, shall apply to Coast Guard Marine Search and Rescue (SAR) controllers of the Rescue Coordination Centres and Marine Rescue Sub-Centres and hovercraft personnel working on a rotating or irregular basis.

**ARTICLE 25
HOURS OF WORK**

1. Delete clause 25.09 except 25.09(c) and add the following:

**

25.09

For employees who work on a rotating or irregular basis, the normal hours of work of thirty-seven decimal five (37.5) hours per week and seven decimal five (7.5) hours per day may be arranged so that employees are scheduled:

- (a) to work an average of thirty-seven decimal five (37.5) hours per week;
- (b) to work over a period not exceeding sixty-three (63) days;

- (c) to work shifts of twelve (12) hours duration (except as may be otherwise agreed), where a shift is defined as the continuous duration of time between the employee's scheduled start time and the scheduled stop time;
- (d) notwithstanding the provisions of this Article, it may be operationally advantageous to implement changes to the duration of a shift from those currently in place. Any such change may be advanced by either party and must be mutually agreed between the Employer and the majority of employees affected;
- (e) to work, subject to operational requirements, consecutive shifts of not more than four (4) twelve (12) hours shifts where twelve (12) hour shifts are in place;
- (f) to obtain an average of two (2) days of rest per week.

2. The Employer will make every reasonable effort:

- (a) to avoid excessive fluctuations;
- (b) to provide at least two (2) consecutive days of rest, except when days of rest are separated by a designated paid holiday that is not worked;
- (c) to consider the wishes of the majority of the employees concerned in the arrangement of shifts within a shift schedule;

**

- (d) to have each schedule posted at least fourteen (14) days in advance of its starting date. If an employee is given less than seven (7) days advance notice of a change in his or her shift schedule, the employee will receive a premium rate of time and one-half (1 1/2) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid for at the hourly rate of pay;
- (e) to provide a meal break during the employee's full shift and, where operational requirements do not permit a meal break, the employee will remain at work and eat the meal on the job.

**

3. Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer. Once an exchange of shifts has been approved, it will be the responsibility of the employees involved to report for duty in accordance with the approved exchange.
4. Employees to whom this Memorandum applies shall be subject to clauses 25.10 to 25.13 of this Collective Agreement.

APPENDIX E

**MEMORANDUM OF UNDERSTANDING
CONCERNING EMPLOYEES IN THE
GENERAL TECHNICAL GROUP,
EMPLOYED BY THE DEPARTMENT OF
FISHERIES AND OCEANS**

**

1. Notwithstanding the provisions of Article 25 and Appendix G of this Collective Agreement, employees involved in regulating marine traffic and/or providing radio services to the marine community may, with the approval of the Employer, complete their weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer, employees work an average of thirty-seven decimal five (37.5) hours per week. In every such period, employees shall be granted days of rest on days not scheduled as normal workdays for them.
2. Notwithstanding anything to the contrary contained in this Collective Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Collective Agreement.
3. Any hours of work arrangement in accordance with paragraph 1 of this Memorandum of Understanding may be at the request of either party and must be mutually agreed between the Employer and the majority of employees affected and shall apply to all employees at the work unit.
4. Any special arrangement established under this Memorandum of Understanding shall be subject to the provisions of clauses 25.10 to 25.13 of this Collective Agreement.

5. Hours of work arrangements that have been implemented at a worksite in accordance with this Memorandum of Understanding may be discontinued at the end of the averaging period, provided written notice is provided by either party at least thirty (30) days in advance, or earlier if mutually agreed.
6. The Public Service Alliance of Canada agrees it will not support any grievances arising out of this Collective Agreement whose provisions are amended by this Memorandum of Understanding.

APPENDIX F

**MEMORANDUM OF AGREEMENT
APPLICABLE TO SURVIVAL INSTRUCTORS
IN THE GENERAL TECHNICAL GROUP,
IN THE DEPARTMENT OF NATIONAL DEFENCE**

**

This will confirm the understanding reached in negotiations that for the term of this Collective Agreement, that notwithstanding the terms of this Agreement, employees engaged as survival instructors in the Department of National Defence shall be compensated for all hours in excess of seven decimal five (7.5) hours per day spent during the trek and caretaker phases of their duties on the basis of one (1) working day off for each twenty-four (24) hour period spent on such duties.

APPENDIX G**MEMORANDUM OF AGREEMENT
APPLICABLE TO CERTAIN EMPLOYEES IN THE
GENERAL TECHNICAL GROUP,
EMPLOYED BY THE DEPARTMENT OF FISHERIES AND OCEANS**

It is agreed by the Treasury Board and the Public Service Alliance of Canada that the provisions of this Collective Agreement, with the amendments noted below, may be applied to shift workers at Vessel Traffic Management Centres of the Department of Fisheries and Oceans at the Employer's discretion after complying with clauses 25.09(d)(iii) and 25.03 of the Collective Agreement.

**ARTICLE 25
HOURS OF WORK**

Delete clause 25.09 of the Collective Agreement and substitute the following:

25.09 When, because of the operational requirements of the service, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees, over a period of not more than sixty-three (63) calendar days:

**

- (a) work an average of thirty-seven decimal five (37.5) hours per week;
- (b) work eight (8) hours per day;
- (c) obtain an average of at least two (2) days of rest per week;
- (d) obtain at least two (2) consecutive days of rest, except, when days of rest are separated by a designated paid holiday, which is not worked;
- (e) where operational requirements do not permit a meal break, will remain at work and eat their meal on the job;
- (f) the Employer shall set up a master shift schedule for a sixty-three (63) day period, posted at least fifteen (15) days in advance, which will cover the normal requirements of the work area;

- (g) every reasonable effort shall be made by the Employer to avoid excessive fluctuations in hours of work.

ARTICLE 28
OVERTIME

Delete clause 28.01, Overtime Compensation, of the Collective Agreement and substitute the following:

28.01 Overtime Compensation

- (a) An employee who is required to work overtime on the employee's scheduled workday is entitled to compensation at time and one-half (1 1/2) for all hours worked in excess of eight (8) hours.
- (b) Except as provided in 28.01(b), an employee who is required to work on a first (1st) day of rest is entitled to compensation at time and one-half (1 1/2) for the first eight (8) hours and double (2) time thereafter.
- (c) An employee who is required to work on a second or subsequent day of rest is entitled to compensation at double (2) time. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.
- (d) An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee.

ARTICLE 38
VACATION LEAVE WITH PAY

Add paragraph 38.05(e) to clause 38.05, Scheduling of Vacation Leave With Pay, of the Collective Agreement as follows:

38.05

- (e) Employees shall take vacation leave on the basis of the schedule being worked.

APPENDIX H

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE TREASURY BOARD OF CANADA
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
WITH RESPECT TO A JOINT LEARNING PROGRAM**

**

This memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administration Services, Operational Services, Technical Services, Border Services and Education and Library Science bargaining units.

**

The Employer agrees to provide eight million seven hundred and fifty thousand dollars (\$8,750,000) over the life of this Collective Agreement to fund a joint learning program. The Employer agrees to provide a further \$292,000 per month to the PSAC-TBS JLP from June 22, 2011 until the next collective agreement is signed to ensure continuity of this initiative.

The PSAC-TBS JLP will provide joint training on union-management issues.

**

This program will be governed by the existing joint PSAC – TBS committee.

APPENDIX I

**MEMORANDUM OF AGREEMENT
CONCERNING EMPLOYEES IN THE
ENGINEERING AND SCIENTIFIC SUPPORT GROUP
IN THE SEA LAMPREY CONTROL UNIT**

Notwithstanding the provisions of Article 25, Hours of Work, and Article 28, Overtime, the following provisions shall apply to employees of the Sea Lamprey Control Unit of the Department of Fisheries and Oceans who are required to perform work away from their headquarters area during the “field season” and it is impractical or impossible for them to return to their headquarters area on weekends.

**

It is agreed that representatives of local management and duly authorized local representatives of employees may jointly devise and decide on a mutually acceptable work schedule program, which shall include a specified number of consecutive calendar days of work in the field followed by a combination of days of rest and compensatory leave earned during the period of field duty. The schedule will not contain the hours of work on each day and the starting and quitting times shall be determined according to operational requirements on a daily basis except that the normal daily hours of work shall be consecutive, with the exception of a lunch break, and not in excess of seven decimal five (7.5) hours and, accordingly, clause 25.08 shall not apply.

Such a work schedule shall normally not exceed a combination of twenty (20) consecutive calendar days of work and eight (8) days of rest and compensatory leave. Should local management decide that operational requirements require an extension of the twenty (20) calendar days of work [up to a maximum of seven (7) calendar days] in order to preclude another trip to the area, the appropriate number of additional days shall be worked and the days of rest and compensatory leave extended as required.

Overtime shall be compensated in accordance with this Collective Agreement and shall be taken as compensatory leave immediately following the period in the field or at the discretion of the Employer.

The Public Service Alliance of Canada agrees that it will not support any grievance related to the provisions of this Memorandum of Agreement.

APPENDIX J

**MEMORANDUM OF AGREEMENT
CONCERNING EMPLOYEES IN THE
ENGINEERING AND SCIENTIFIC SUPPORT GROUP,
EMPLOYED AT DEFENCE RESEARCH
AND DEVELOPMENT CANADA**

Notwithstanding the provisions of Article 25, Hours of Work, and Article 28, Overtime, the following provisions shall apply to certain employees of the Department of National Defence working at Defence Research and Development Canada (DRDC) who engage in experimental diving tests, trials and experiments, hereinafter referred to as “dives”:

1. There shall be instituted a form of compensation known as “diving allowance”, the details of which are to follow.
 2. The type of dive is to be discussed with the employees concerned in advance of the event so that they understand the nature of the dive and the appropriate amount of compensation which will be provided in accordance with this Memorandum of Agreement.
 3. When employees participate in dives, the normal overtime provisions of the Collective Agreement shall not apply; but they shall be compensated as follows:
 - On a normal working day, employees shall receive their regular pay for the day.
- **
- On a day of rest or a designated paid holiday, they shall be paid up to a maximum of seven decimal five (7.5) hours at the applicable overtime rate.

4. In addition, employees shall be entitled to remuneration through the provision of the diving allowance in the following manner if:
 - (a) they are qualified to the standards prescribed in orders issued by the Chief of the Defence Staff for members of the Canadian Forces as clearance divers or ship's divers;
and
 - (b) their duties include participating in dives;
or
 - (c) they volunteer and are directed to participate in dives;
at the rate of:
 - (1) one hundred and eleven dollars (\$111) per month,
or
 - (2) one hundred and sixty-six dollars (\$166) per month after three (3) years,
or
 - (3) two hundred and one dollars (\$201) per month after six (6) years for the period they are required to participate on a continuous basis as a member of Defence Research and Development Canada,
5. Employees who are qualified in accordance with paragraph 4 are entitled, in addition to any entitlement under that paragraph, to the daily rate as set out in the table hereunder for each complete twenty-four (24) hour period and for any remaining period of more than six (6) hours during which they are participating in an experimental saturation dive and subsequent decompression.

COLUMN I Depth (in feet)	COLUMN II Depth (in metres)	COLUMN III Daily Rate
50 - 250	15.24 - 76.20	\$31.17
251 - 600	76.50 - 182.88	\$51.90
Over 600	Over 182.88	\$74.18

6. The nature of a requirement to participate in a dive shall be identified as either a requirement without option or a voluntary act in the employee's current statement of duties. This shall be subject to review on an annual basis.
7. In the event of an upward revision of military diving allowances, the allowances specified in this Memorandum shall be adjusted accordingly. This does not preclude further discussion of this allowance at the formal negotiations of a collective agreement.

APPENDIX K

**SPECIAL PROVISIONS FOR EMPLOYEES
IN THE ENGINEERING AND SCIENTIFIC SUPPORT GROUP
CONCERNING DIVING DUTY ALLOWANCE,
VACATION LEAVE WITH PAY,
NATIONAL CONSULTATION COMMITTEE
AND TRANSFER AT SEA**

K-1 Diving Duty Allowance

K-1.01 Qualified personnel performing assigned diving duties shall be paid an extra allowance of fifteen dollars (\$15) per hour. The minimum allowance shall be for two (2) hours per dive.

K-1.02 A dive is the total of any period or periods of time during any eight (8) hour period in which an employee carries out required underwater work with the aid of a self-contained air supply.

K-2 Vacation Leave With Pay

K-2.01 At least eight (8) days notice must be given for requests of vacation leave of four (4) days or less.

K-2.02 The Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in clause K-2.01.

K-3 National Consultation Committee

K-3.01 To facilitate discussions on matters of mutual interest outside the terms of the Collective Agreement, the Employer will recognize a meteorological technicians committee of the Alliance for the purpose of consulting with management. Representation at such meetings will be limited to three (3) representatives from each party. It is agreed that the first of such meetings will be held within three (3) months of the date of the signing of this Agreement, and thereafter as determined by mutual agreement.

K-3.02 Meetings of this Committee will be held at Atmospheric Environment Services headquarters. Employee representation on this committee should include not less than one (1) member from a field establishment.

K-3.03 Consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote understanding, but it is expressly understood that no commitment may be made by either party on the subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

K-4 Transfer at Sea Allowance

K-4.01 When an employee is required to transfer to a skip, submarine or barge (not berthed) from a helicopter, ship's boat, yardcraft or auxiliary vessel, the employee shall be paid a transfer allowance of five dollars (\$5) except when transferring between vessels and/or work platforms which are in a secured state to each other for the purpose of performing a specific task such as deperming. If the employee leaves the ship, submarine or barge by a similar transfer, the employee shall be paid an additional five dollars (\$5).

APPENDIX L

**MEMORANDUM OF AGREEMENT
CONCERNING EMPLOYEES IN THE
ENGINEERING AND SCIENTIFIC SUPPORT GROUP,
EMPLOYED BY THE DEPARTMENT OF NATIONAL DEFENCE
ENGAGED IN SEA TRIALS**

Employees in the Engineering and Scientific Support Group employed by the Department of National Defence engaged in Sea Trials under the following conditions will be remunerated in accordance with the terms below:

1.

- (a) When an employee is scheduled to proceed to sea beyond the harbour limits aboard a naval vessel, submarine, auxiliary vessel or yardcraft for the purpose of conducting trials, repairing defects or dumping ammunition, the employee shall be paid for all hours aboard to a maximum of fifteen (15) hours at the straight-time rate per day;

or

at the applicable rate of pay for all hours worked whichever is greater.

- (b) In addition, an employee shall receive a submarine trials allowance equal to twenty-five per cent (25 %) of his or her basic hourly rate for each completed one-half (1/2) hour the employee is required to be in a submarine.

2.

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

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

- (b) In addition, an employee shall receive a submarine trial allowance in accordance with 1(b).
- 3. Upon the request of an employee and with the approval of the Employer, the employee may be compensated in equivalent leave with pay.
- 4. Compensatory leave is to be granted at the convenience of the employee where operational requirements permit.
- 5. Certain provisions of the Collective Agreement for which an employee normally may be eligible are inapplicable if the employee is in receipt of remuneration in accordance with the provisions set out in this Memorandum. The articles which do not have application to employees covered by this Memorandum are:
 - Call-Back Pay
 - Reporting Pay
 - Shift Premium
 - Travelling Time
 - Standby

APPENDIX M

**HOURS OF WORK FOR EMPLOYEES IN THE
PRIMARY PRODUCTS INSPECTION (PI) GROUP**

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

25.02 The Employer agrees that, before a schedule of working hours is changed, the changes will be discussed with the appropriate steward of the Alliance if the change will affect a majority of the employees governed by the schedule.

25.03 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.

**

25.04 Except as provided for in clause 25.05, the normal workweek shall be thirty-seven decimal five (37.5) hours exclusive of lunch periods, comprising five (5) days of seven decimal five (7.5) hours each, Monday to Friday. The workday shall be scheduled to fall within an eight (8) hour period where the lunch period is one-half (1/2) hour or within an eight decimal five (8.5) hour period where the lunch period is more than one half (1/2) hour and not more than one (1) hour. Such work periods shall be scheduled between the hours of 06:00 and 18:00 unless otherwise agreed in consultation with the Alliance and the Employer at the appropriate level.

25.05 For employees who work on a rotating or irregular basis:

(a) normal hours of work shall be scheduled so that employees work:

**

(i) an average of thirty-seven decimal five (37.5) hours per week and an average of five (5) days per week;

and

**

(ii) either seven decimal five (7.5) hours per day;

or

**

- (iii) an average of seven decimal five (7.5) hours per day where so agreed between the Employer and the majority of the employees affected;
 - (iv) subject to the operational requirements of the service, an employee's days of rest shall be consecutive and not less than two (2).
- (b) Every reasonable effort shall be made by the Employer:
- (i) not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift;
 - (ii) to avoid excessive fluctuations in hours of work;
 - (iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;
 - (iv) to arrange shifts over a period of time not exceeding two (2) months and to post schedules at least seven (7) days in advance of the starting date of the new schedule.

**

25.06 Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-eight-day (28) period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.

25.07 The Employer shall make every reasonable effort to schedule a meal break of at least one-half (1/2) hour during each full shift which shall not constitute part of the work period. Such meal break shall be scheduled as close as possible to the mid-point of the shift, unless an alternate arrangement is agreed to at the appropriate level between the Employer and the employee. If an employee is not given a meal break scheduled in advance, all time from the commencement to the termination of the employee's full shift shall be deemed time worked.

25.08 When an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:

- (a) on the day it commenced where one-half (1/2) or more of the hours worked fall on that day;

or

- (b) on the day it terminates where more than one-half (1/2) of the hours worked fall on that day.

Accordingly, the first (1st) day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is considered to have worked his or her last scheduled shift; and the second (2nd) day of rest will start immediately after midnight of the employee's first (1st) day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

25.09 Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal working day.

25.10 If an employee is given less than seven (7) days' advance notice of a change in that employee's shift schedule, the employee will receive a premium rate of time and one-half (1 1/2) for work performed on the first (1st) shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time.

Terms and Conditions Governing the Administration of Variable Hours of Work

25.11 The terms and conditions governing the administration of variable hours of work implemented pursuant to paragraph 25.05(a) and clause 25.06 are specified in clauses 25.11 to 25.14. This Agreement is modified by these provisions to the extent specified herein.

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

25.13

**

(a) The scheduled hours of work of any day, may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.

**

(b) Such schedules shall provide an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule. The maximum life of a schedule for day shift workers shall be twenty-eight (28) days. The maximum life of a shift schedule for shift workers shall be one hundred and twenty-six (126) days.

(c) Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

25.14 For greater certainty, the following provisions of this Agreement shall be administered as provided herein:

(a) **Interpretation and Definitions (clause 2.01)**

“Daily rate of pay” - shall not apply.

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

Subparagraph 25.05(b)(i), relating to the minimum period between the end of the employee’s shift and the beginning of the next shift, shall not apply.

(c) **Exchange of Shifts (clause 25.03)**

On exchange of shifts between employees, the Employer shall pay as if no exchange had occurred.

(d) **Designated Paid Holidays (clause 32.05)**

**

- (i) A designated paid holiday shall account for seven decimal five (7.5) hours.
- (ii) When an employee works on a designated paid holiday, the employee shall be compensated, in addition to the pay for the hours specified in subparagraph (i), at time and one-half (1 1/2) up to his or her regular scheduled hours worked and at double (2) time for all hours worked in excess of his or her regular scheduled hours.

(e) **Travel**

Overtime compensation referred to in clause 34.04 shall only be applicable on a workday for hours in excess of the employee's daily scheduled hours of work.

(f) **Acting Pay**

The qualifying period for acting pay as specified in paragraph 64.07(a) shall be converted to hours.

(g) **Shift Premium**

Shift work employees on variable hour shift schedules pursuant to Appendix D of this agreement will receive a shift premium in accordance with clause 27.01.

(h) **Overtime**

Overtime shall be compensated for all work performed on regular working days or on days of rest at time and three-quarters (1 3/4).

****APPENDIX N**

**MEMORANDUM OF AGREEMENT
RESPECTING
SESSIONAL LEAVE FOR CERTAIN EMPLOYEES
OF THE TRANSLATION BUREAU**

This Memorandum is to give effect to the agreement reached between the Employer and the PSAC respecting sessional leave for certain employees of the Translation Bureau.

This Memorandum of Agreement shall apply to employees classified as GT who are assigned in the operational sections serving Parliament (Parliamentary Committees, Parliamentary Debates, Parliamentary Documents and Parliamentary Interpretation Services) and who share the same working conditions as members of the Translation bargaining unit who are eligible for Parliamentary Leave.

Notwithstanding the provisions of this Agreement, the following is agreed:

1. Sessional Leave

- (a) In addition to their vacation leave with pay, employees assigned to operational translation and interpretation sections serving Parliament shall receive special compensation in the form of sessional leave.
- (b) The maximum number of days of sessional leave is forty (40) per fiscal year.
- (c) An employee is entitled to a number of days of sessional leave equal to the maximum number of days multiplied by a fraction in which the numerator corresponds to the number of the employee's sessional workdays during the fiscal year and the denominator corresponds to the number of days that the House of Commons was in session during that fiscal year.

- (d) The granting of sessional leave is subject to operational requirements and such leave must normally be taken during periods of low demand in the fiscal year for which it is granted. If operational requirements do not permit the Employer to grant sessional leave during the fiscal year, such leave must be granted before the end of the following fiscal year.
- (e) If an employee is granted sessional leave in advance and, at the end of the fiscal year, has been granted more leave of this type than earned, the maximum number of days referred to in paragraph (b) shall be reduced accordingly.

2. Exclusions

The provisions of Part III of this Agreement, except for clauses 32.01 to 32.03 and 32.08, do not apply to employees who receive sessional leave in accordance with this Memorandum.

APPENDIX O

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TREASURY BOARD
(HEREINAFTER CALLED THE EMPLOYER)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE ALLIANCE)
IN RESPECT OF AN OFF PAY SUPPLEMENTAL
UNEMPLOYMENT BENEFIT (SUB) PLAN
APPLICABLE TO EMPLOYEES IN THE
PRIMARY PRODUCT INSPECTION (PI) GROUP
AT THE CANADIAN GRAIN COMMISSION**

**

1. Supplemental Unemployment Benefit (SUB) Plan benefits shall be payable to full-time indeterminate employees in the amount and subject to the conditions set out in this Plan. The employee must be on off-pay status as a result of a temporary stoppage of work and must have a recall date. Seasonal employees as defined in the Employer's Directive on Terms and Conditions of Employment are not eligible for SUB Plan benefits.
2. In order to be eligible for SUB Plan benefits an employee must have completed a minimum of two (2) years of continuous employment with the Employer at the time they are placed on off-pay status.
3. SUB Plan benefits will be payable only to those employees on off-pay status who provides the Employer with proof that he or she has applied for and is in receipt of Employment Insurance (EI) benefits pursuant to section 12(2) of the *Employment Insurance Act* in respect of insurable employment with the Employer.

4. An employee shall not be entitled to SUB Plan benefits during any period the employee is in receipt of benefits from a claim for Workers Compensation and/or Disability Insurance/Canada Pension Plan/Quebec Pension Plan.
5. An employee on off-pay status who is eligible for benefits under this SUB plan shall receive seventy per cent (70 %) of their regular weekly rate of pay per week of off-pay status, or one-fifth (1/5) of the said seventy per cent (70 %) of their regular weekly rate of pay for each day, less the gross weekly amount received from EI during the benefit period and subject to the following maximums:
- | | |
|---|----------|
| After two (2) years of continuous employment | 15 weeks |
| After six (6) years of continuous employment | 17 weeks |
| After seven (7) years of continuous employment | 19 weeks |
| After eight (8) years of continuous employment | 21 weeks |
| After nine (9) years of continuous employment | 23 weeks |
| After ten (10) years of continuous employment | 25 weeks |
| After eleven (11) years of continuous employment | 27 weeks |
| After twelve (12) years of continuous employment | 29 weeks |
| After thirteen (13) years of continuous employment | 31 weeks |
| After fourteen (14) years of continuous employment | 33 weeks |
| After fifteen (15) years or more of continuous employment | 35 weeks |
- No employee shall be paid SUB Plan benefits for more than thirty-five (35) weeks in a calendar year.
6. Where the employee is subject to the two (2) week waiting period before receiving EI benefits, the employee on off-pay status who is eligible for benefits under the SUB Plan shall receive thirty-five per cent (35 %) of their regular weekly rate of pay.
7. The SUB Plan benefits are limited to those provided in paragraph (5) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
8. At the employee's request, the payment referred to in paragraph (6) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI benefits.

9. The weekly rate of pay referred to in paragraphs (5) and (6) shall be:
 - (a) the employee's weekly rate of pay for the substantive level to which she or he is appointed, on the day immediately preceding the commencement of off-pay status;
 - or
 - (b) if on the day immediately preceding the commencement of off-pay status an employee has been performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
10. Where an employee becomes eligible for a pay increment or pay revision while on off-pay status, the benefits provided by the SUB Plan shall be adjusted accordingly.
11. An employee covered by this Memorandum is not subject to the WFA (Appendix T), sections dealing with notice of layoff and reasonable job offer or the Severance Pay Article of the Collective Agreement.
12. Payments made under this SUB Plan will neither reduce nor increase an employee's severance pay or be treated as additional income for pension purposes.
13. The Employer shall notify employees on off pay status of any job postings for positions within the Canadian Grain Commission.

This does not prejudice the union's ability to challenge off pay status or the Employer's ability to impose off pay status.

APPENDIX P

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE TREASURY BOARD

(HEREINAFTER CALLED THE EMPLOYER)

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

(HEREINAFTER CALLED THE ALLIANCE)

IN RESPECT OF EMPLOYEES IN THE

TECHNICAL INSPECTION (TI) GROUP

Preamble

In an effort to resolve retention problems, the Employer will provide an allowance to incumbents of specific positions for the performance of duties in the Technical Inspection Group.

Employees in Transport Canada, Transport Safety Board, Public Works and Government Services Canada, and Fisheries and Oceans, Canadian Coast Guard who are incumbents at the TI-5 through TI-8 levels in the following positions and who possess the listed qualifications shall be entitled to Terminable Allowances as listed below.

- marine inspectors, surveyors, investigators and DFO-CCG Vessel Support Group employees who have knowledge of and extensive experience in the design, construction, operation or maintenance of vessels as demonstrated by possession of the appropriate marine certificate of competency or university degree/diploma, combined with extensive experience in the field.
- air investigators, civil aviation safety inspectors and aircraft inspectors who have extensive aircraft maintenance engineering experience and who possess a valid Aircraft Maintenance Engineer licence.

- civil aviation safety inspectors holding a university degree, college certificate or a current membership in the American Society for Quality Control, with six (6) to ten (10) years of manufacturing process experience. Non-destructive specialist having ten (10) years in the field of non-destructive testing, preferably with an aircraft background and a C.G.S.B certification covering Radiography (Aircraft Structures), Magnetic Particle, Liquid Penetrant and Eddy Current inspection are also employed.
 - rail investigators and inspectors with qualifications in at least one of the following disciplines: locomotive engineer, conductor, brake person, track specialist, rail traffic controller/dispatcher, equipment/car/locomotive inspector, mechanical officer, signal maintainer and operations officer, and with extensive operational experience in the railway industry or CANAC/FRA certification.
1. On the date of signing of this Memorandum of Understanding, the parties agree that incumbents of above listed positions shall be eligible to receive a “terminable allowance” in the following amounts and subject to the following conditions:

**

- (i) An Allowance to be paid in accordance with the following grids:

TERMINABLE ALLOWANCE - AVIATION	
Level	Monthly Payments in Respect of June 2007 to June 2011
TI-5	\$246.92
TI-6	\$549.17
TI-7	\$759.83
TI-8	\$759.83

TERMINABLE ALLOWANCE - MARINE	
Level	Monthly Payments in Respect of June 2007 to June 2011
TI-5	\$486.92
TI-6	\$916.67
TI-7	\$609.83
TI-8	\$609.83

TERMINABLE ALLOWANCE - RAILWAY SAFETY	
Level	Monthly Payments in Respect of June 2007 to June 2011
TI-6	\$469.16
TI-7	\$469.16
TI-8	\$469.16

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

**

- (iii) An employee in the positions outlined above shall be paid the terminable allowance for each calendar month for which the employee receives at least seventy-five (75) hours' pay.
- (iv) The terminable allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Collective Agreement.

- (v) Subject to 1(vi) below, the amount of the terminable allowance payable is that amount specified in 1(i) for the level prescribed in the certificate of appointment of the employee's substantive position.
 - (vi) When an employee is required by the Employer to perform the duties of a higher classification level in accordance with clause 65.07, the terminable allowance payable shall be proportionate to the time at each level.
 - (vii) Part-time employees shall be entitled to the terminable allowance on a pro-rata basis.
2. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
- **
3. This Memorandum of Understanding expires on June 21, 2011.

APPENDIX Q

**MEMORANDUM OF AGREEMENT
CONCERNING EMPLOYEES IN THE
GENERAL TECHNICAL, TECHNICAL INSPECTION AND
ENGINEERING AND SCIENTIFIC SUPPORT GROUPS,
EMPLOYED BY THE
DEPARTMENT OF NATIONAL DEFENCE
(DEFENCE RESEARCH ESTABLISHMENTS)**

For the term of this Collective Agreement after the date of its signing, employees in the General Technical, Technical Inspection and Engineering and Scientific Support Groups, employed by the Department of National Defence in positions at Defence Research Establishments engaged in trials, tests and experiments conducted outside their headquarters area will be remunerated in accordance with the former employer's (Defence Research Board) remuneration policy, as delineated in Personnel Letter No. 1-1974, dated January 4, 1974, DRB Administrative Order No. 304 and Appendix A thereto.

APPENDIX R

SPECIAL CONDITIONS APPLICABLE TO CERTAIN AIRCRAFT MAINTENANCE ENGINEERS

The following special conditions shall apply only to aircraft maintenance engineers of the Aircraft Services Directorate, Transport Canada:

1. When Aircraft Services Directorate helicopter aircraft maintenance engineers are performing their duties while assigned to shipboard or special assignment,
 - (a)
 - (i) The following provisions of the Collective Agreement shall not apply:
 - Articles 25 and 28 – Hours of Work and Overtime
 - Article 27 – Shift Premiums
 - Article 29 – Call-Back Pay
 - Article 30 – Standby
 - Article 31 – Reporting Pay
 - Clause 32.05 – Compensation for work on a holiday
 - Article 34 – Travelling Time
 - Article 61 – Wash-up Time
 - Appendix K-4 – Transfer at Sea Allowance
 - (ii) Notwithstanding the above, Travel Status Leave, Clause 34.09 of this Agreement, shall apply to employees covered under the Special Assignment Allowance in clause (c) below.
 - (b) They shall receive a weekly shipboard or special assignment allowance of thirty (30) hours compensation at the rate of time and one-half (1 1/2) for each period of seven (7) days in which he or she is required to undertake shipboard or special assignment duties. Periods of less than seven (7) days will be prorated.
 - (c) The special assignment allowance applies to helicopter operations north of fifty-five (55°) degrees latitude north.

- (d) The shipboard or special assignment allowance shall not apply to employees receiving isolated post allowance or any other special allowance for hardship and isolation.
- (e) Subject to operational requirements, as determined by the Employer, compensation earned under sub-clause 1(b) may, at the request of the Employer or the employee, and with reasonable notice, be granted in leave at times mutually convenient.
- (f) If any such leave cannot be liquidated by the end of the fiscal year, then payment in cash will be made at the employee's then current rate of pay.
- (g) When an aircraft maintenance engineer on shipboard or special assignment works on a designated paid holiday, he or she shall be credited with one (1) day of leave with pay in lieu of the holiday.

2.

- (a) Aircraft maintenance engineers who are required to perform flight duties other than test flights shall be paid an allowance of one-hundred dollars (\$100) per month, provided such employees complete not less than fifteen (15) hours' flying time in the performance of such duties each calendar quarter.
- (b) Aircraft maintenance engineers shall be paid a flying time premium of fifteen (\$15) per hour or part thereof, while performing flight tests authorized by the appropriate responsible manager or the team leader in Ottawa, or by the Regional Manager Aircraft Maintenance, the team leader or the senior aircraft maintenance engineer in the regions.

3. Aircraft maintenance engineers in the EG Group whose normal workplace is Transport Canada, Aircraft Services Directorate, Ottawa, or any of the Canadian Coast Guard helicopter bases, who are assigned to work as crewmen on the Executive Flight, or on Canadian Coast Guard helicopters and who are not in receipt of the Shipboard or special assignment allowance under 1(b) above, will be compensated for a minimum of eight (8) hours at their straight-time rate of pay for each day of rest or designated paid holiday while they are on duty away from their headquarters area. Upon request and with the approval of the Employer, such time may be granted as compensatory leave at times mutually acceptable to the employee and the Employer. If any such leave cannot be liquidated by the end of the fiscal year, then payment in cash will be made at the employee's then current rate of pay.

APPENDIX S

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY
BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF
CANADA WITH RESPECT TO IMPLEMENTATION OF THE
COLLECTIVE AGREEMENT**

This Memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of the implementation period of the Collective Agreement.

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

APPENDIX T

WORKFORCE ADJUSTMENT

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General

Application

This Appendix applies to all employees. Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

Collective Agreement

With the exception of those provisions for which the Public Service Commission (PSC) is responsible, this Appendix is part of this Agreement.

Notwithstanding the Job Security Article, in the event of conflict between the present Workforce Adjustment Appendix and that Article, the present Workforce Adjustment Appendix will take precedence.

Objectives

It is the policy of the Employer to maximize employment opportunities for indeterminate employees affected by workforce adjustment situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment.

To this end, every indeterminate employee whose services will no longer be required because of a workforce adjustment situation and for whom the deputy head knows or can predict that employment will be available will receive a guarantee of a reasonable job offer within the Core Public Administration. Those employees for whom the deputy head cannot provide the guarantee will have access to transitional employment arrangements (as per Parts VI and VII).

Definitions

Accelerated layoff (*mise en disponibilité accélérée*)—occurs when a surplus employee makes a request to the deputy head, in writing, to be laid-off at an earlier date than that originally scheduled, and the deputy head concurs. Layoff entitlements begin on the actual date of layoff.

Affected employee (*employé-e touché*)—is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of a workforce adjustment situation.

Alternation (*échange de postes*)—occurs when an opting employee (not a surplus employee) who wishes to remain in the Core Public Administration exchanges positions with a non-affected employee (the alternate) willing to leave the Core Public Administration with a transition support measure or with an education allowance.

Alternative delivery initiative (*diversification des modes de prestation des services*)—is the transfer of any work, undertaking or business of the Core Public Administration to any body or corporation that is a separate agency or that is outside the Core Public Administration.

Appointing department or organization (*ministère ou organisation d'accueil*)—is a department or organization which has agreed to appoint or consider for appointment (either immediately or after retraining) a surplus or a laid-off person.

**

Core Public Administration (*Administration publique centrale*)—means that part of the public service in or under any department or organization, or other portion of the federal public administration specified in Schedules I and IV to the *Financial Administration Act* (FAA) for which the PSC has the sole authority to appoint.

Deputy head (*administrateur général*)—has the same meaning as in the definition of “deputy head” set out in section 2 of the *Public Service Employment Act*, and also means his or her official designate.

**

Education allowance (*indemnité d'études*)—is one of the options provided to an indeterminate employee affected by normal workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The education allowance is a cash payment equivalent to the transition support measure (see Annex B), plus a reimbursement of tuition from a recognized learning institution and book and mandatory equipment costs, up to a maximum of ten thousand dollars (\$10,000).

Guarantee of a reasonable job offer (*garantie d'une offre d'emploi raisonnable*)—is a guarantee of an offer of indeterminate employment within the Core Public Administration provided by the deputy head to an indeterminate employee who is affected by workforce adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict that employment will be available in the Core Public Administration. Surplus employees in receipt of this guarantee will not have access to the options available in Part VI of this Appendix.

Home department or organization (*ministère ou organisation d'attache*)—is a department or organization declaring an individual employee surplus.

Laid-off person (*personne mise en disponibilité*)—is a person who has been laid-off pursuant to subsection 64(1) of the PSEA and who still retains an appointment priority under subsection 41(4) and section 64 of the PSEA.

Layoff notice (*avis de mise en disponibilité*)—is a written notice of layoff to be given to a surplus employee at least one (1) month before the scheduled layoff date. This period is included in the surplus period.

**

Layoff priority (*priorité de mise en disponibilité*)—a person who has been laid-off is entitled to a priority, in accordance with subsection 41(5) of the PSEA with respect to any position to which the PSC is satisfied that the person meets the essential qualifications; the period of entitlement to this priority is one (1) year as set out in section 11 of the PSER.

Opting employee (*employé-e optant*)—is an indeterminate employee whose services will no longer be required because of a workforce adjustment situation, who has not received a guarantee of a reasonable job offer from the deputy head and who has one hundred and twenty (120) days to consider the options in section 6.3 of this Appendix.

**

Organization (*organisation*) —Any Board, Agency, Commission or other body, specified in Schedules I and IV of the *Financial Administration Act (FAA)*, that is not a department.

Pay (*rémunération*)—has the same meaning as “rate of pay” in this Agreement.

Priority Information Management System (*système de gestion de l'information sur les priorités*)—is a system designed by the PSC to facilitate appointments of individuals entitled to statutory and regulatory priorities.

**

Reasonable job offer (*offre d'emploi raisonnable*)—is an offer of indeterminate employment within the Core Public Administration, normally at an equivalent level, but which could include lower levels. Surplus employees must be both trainable and mobile. Where practicable, a reasonable job offer shall be within the employee's headquarters as defined in the *Travel Directive*. In alternative delivery situations, a reasonable offer is one that meets the criteria set out under Type 1 and Type 2 in Part VII of this Appendix. A reasonable job offer is also an offer from a FAA Schedule V employer, providing that:

- (a) The appointment is at a rate of pay and an attainable salary maximum not less than the employee's current salary and attainable maximum that would be in effect on the date of offer.
- (b) It is a seamless transfer of all employee benefits including a recognition of years of service for the definition of continuous employment and accrual of benefits, including the transfer of sick leave credits, severance pay and accumulated vacation leave credits.

**

Reinstatement priority (*priorité de réintégration*)—is an entitlement provided to surplus employees and laid-off persons who are appointed or deployed to a position in the federal public administration at a lower level. As per section 10 of the PSER, the entitlement lasts for one (1) year.

Relocation (*réinstallation*)—is the authorized geographic move of a surplus employee or laid-off person from one place of duty to another place of duty located beyond what, according to local custom, is a normal commuting distance.

Relocation of work unit (*réinstallation d'une unité de travail*)—is the authorized move of a work unit of any size to a place of duty located beyond what, according to local custom, is normal commuting distance from the former work location and from the employee's current residence.

Retraining (*recyclage*)—is on-the-job training or other training intended to enable affected employees, surplus employees and laid-off persons to qualify for known or anticipated vacancies within the Core Public Administration.

Surplus employee (*employé-e excédentaire*)—is an indeterminate employee who has been formally declared surplus, in writing, by his or her deputy head.

**

Surplus priority (*priorité d'employé-e excédentaire*)—is an entitlement for a priority in appointment accorded in accordance with section 5 of the PSER and pursuant to section 40 of the PSEA; this entitlement is provided to surplus employees to be appointed in priority to another position in the federal public administration for which they meet the essential requirements.

Surplus status (*statut d'employé-e excédentaire*)—An indeterminate employee has surplus status from the date he or she is declared surplus until the date of layoff, until he or she is indeterminately appointed to another position, until his or her surplus status is rescinded, or until the person resigns.

Transition support measure (*mesure de soutien à la transition*)—is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The transition support measure is a cash payment based on the employee's years of continuous employment, as per Annex B.

Twelve (12) month surplus priority period in which to secure a reasonable job offer (*priorité d'employé-e excédentaire d'une durée de douze (12) mois pour trouver une offre d'emploi raisonnable*)—is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer.

Workforce adjustment (*réaménagement des effectifs*)—is a situation that occurs when a deputy head decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function, a relocation in which the employee does not wish to participate or an alternative delivery initiative.

Authorities

The PSC has endorsed those portions of this Appendix for which it has responsibility.

Monitoring

Departments or organizations shall retain central information on all cases occurring under this Appendix, including the reasons for the action; the number, occupational groups and levels of employees concerned; the dates of notice given; the number of employees placed without retraining; the number of employees retrained (including number of salary months used in such training); the levels of positions to which employees are appointed and the cost of any salary protection; and the number, types and amounts of lump sums paid to employees.

This information will be used by the Treasury Board Secretariat to carry out its periodic audits.

**

References

The primary references for the subject of workforce adjustment are as follows:

Canada Labour Code, Part I

Financial Administration Act

Pay Rate Selection (Treasury Board Homepage, Organization, Human Resource Management, Compensation and Pay Administration).

http://www.tbs-sct.gc.ca/hr-rh/lr_ca_rp-rt_cc_tr/index-eng.asp

Values and Ethics Code for the Public Service, Chapter 3: Post-Employment Measures. http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TB_851/vec-cve1_e.asp#_Toc46202811

Employer regulation on promotion may be found at: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_11A/promotion1-eng.asp

Policy on Termination of Employment in Alternative Delivery Situations (Treasury Board Manual, Human Resources volume, Chapter 1-13)

Public Service Employment Act

Public Service Employment Regulations

Public Service Labour Relations Act

Public Service Superannuation Act

NJC Relocation Directive

Travel Directive

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Enquiries

Enquiries about this Appendix should be referred to the Alliance or to the responsible officers in departmental or organizational headquarters.

Responsible officers in departmental or organizational headquarters may, in turn, direct questions regarding the application of this Appendix to the Senior Director, Excluded Groups and Administrative Policies, Labour Relations and Compensation Operations, Treasury Board Secretariat.

Enquiries by employees pertaining to entitlements to a priority in appointment or to their status in relation to the priority appointment process should be directed to their departmental or organizational human resource advisors or to the Priority Advisor of the PSC responsible for their case.

Part I

Roles and responsibilities

1.1 Departments or organizations

1.1.1 Since indeterminate employees who are affected by workforce adjustment situations are not themselves responsible for such situations, it is the responsibility of departments or organizations to ensure that they are treated equitably and, whenever possible, given every reasonable opportunity to continue their careers as public service employees.

1.1.2 Departments or organizations shall carry out effective human resource planning to minimize the impact of workforce adjustment situations on indeterminate employees, on the department or organization, and on the public service.

1.1.3 Departments or organizations shall establish workforce adjustment committees, where appropriate, to manage the workforce adjustment situations within the department or organization.

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1.1.4 Departments or organizations shall, as the home department or organization, cooperate with the PSC and appointing departments or organizations in joint efforts to redeploy departmental or organizational surplus employees and laid-off persons.

1.1.5 Departments or organizations shall establish systems to facilitate redeployment or retraining of their affected employees, surplus employees, and laid-off persons.

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1.1.6 When a deputy head determines that the services of an employee are no longer required beyond a specified date due to lack of work or discontinuance of a function, the deputy head shall advise the employee, in writing, that his or her services will no longer be required.

Such a communication shall also indicate if the employee:

(a) is being provided with a guarantee from the deputy head that a reasonable job offer will be forthcoming and that the employee will have surplus status from that date on;

or

(b) is an opting employee and has access to the options set out in section 6.3 of this Appendix because the employee is not in receipt of a guarantee of a reasonable job offer from the deputy head.

Where applicable, the communication should also provide the information relative to the employee's possible layoff date.

1.1.7 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those employees subject to workforce adjustment for whom they know or can predict that employment will be available in the Core Public Administration.

1.1.8 Where a deputy head cannot provide a guarantee of a reasonable job offer, the deputy head will provide one hundred and twenty (120) days to consider the three options outlined in Part VI of this Appendix to all opting employees before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected Option (a), twelve (12) month surplus priority period in which to secure a reasonable job offer.

1.1.9 The deputy head shall make a determination to provide either a guarantee of a reasonable job offer or access to the options set out in section 6.3 of this Appendix upon request by any indeterminate affected employee who can demonstrate that his or her duties have already ceased to exist.

1.1.10 Departments or organizations shall send written notice to the PSC of an employee's surplus status, and shall send to the PSC such details, forms, resumes, and other material as the PSC may from time to time prescribe as necessary for it to discharge its function.

1.1.11 Departments or organizations shall advise and consult with the Alliance representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the Alliance the name and work location of affected employees.

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1.1.12 The home department or organization shall provide the PSC with a statement that it would be prepared to appoint the surplus employee to a suitable position in the department or organization commensurate with his or her qualifications if such a position were available.

1.1.13 Departments or organizations shall provide the employee with the official notification that he or she has become subject to a workforce adjustment and shall remind the employee that Appendix T, Workforce Adjustment, of this Agreement applies.

1.1.14 Deputy heads shall apply this Appendix so as to keep actual involuntary layoffs to a minimum, and a layoff shall normally occur only when an individual has refused a reasonable job offer, is not mobile, cannot be retrained within two (2) years, or is laid-off at his or her own request.

1.1.15 Departments or organizations are responsible for counselling and advising their affected employees on their opportunities for finding continuing employment in the public service.

1.1.16 Appointment of surplus employees to alternative positions with or without retraining shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower level. Departments or organizations shall avoid appointment to a lower level except where all other avenues have been exhausted.

1.1.17 Home departments or organizations shall appoint as many of their own surplus employees or laid-off persons as possible or identify alternative positions (both actual and anticipated) for which individuals can be retrained.

1.1.18 Home departments or organizations shall relocate surplus employees and laid-off individuals, if necessary.

1.1.19 Relocation of surplus employees or laid-off persons shall be undertaken when the individuals indicate that they are willing to relocate and relocation will enable their redeployment or reappointment, provided that:

- (a) there are no available priority persons, or priority persons with a higher priority, qualified and interested in the position being filled;

or

- (b) there are no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

1.1.20 The cost of travelling to interviews for possible appointments and of relocation to the new location shall be borne by the employee's home department or organization. Such cost shall be consistent with the Travel Directive and NJC Relocation Directive.

1.1.21 For the purposes of the NJC Relocation Directive, surplus employees and laid-off persons who relocate under this Appendix shall be deemed to be employees on employer-requested relocations. The general rule on minimum distances for relocation applies.

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1.1.22 For the purposes of the *Travel Directive*, a laid-off persons travelling to interviews for possible reappointment to the Core Public Administration are deemed to be a "traveller" as defined in the *Travel Directive*.

**

1.1.23 For the surplus and/or layoff priority periods, home departments or organizations shall pay the salary, salary protection and/or termination costs as well as other authorized costs such as tuition, travel, relocation and retraining for surplus employees and laid-off persons, as provided for in this Agreement and the various directives unless the appointing department or organization is willing to absorb these costs in whole or in part.

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1.1.24 Where a surplus employee is appointed by another department or organization to a term position, the home department or organization is responsible for the costs above for one (1) year from the date of such appointment, unless the home department or organization agree to a longer period, after which the appointing department or organization becomes the new home department or organization consistent with PSC authorities.

1.1.25 Departments or organizations shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position under this Appendix.

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1.1.26 Departments or organizations shall inform the PSC in a timely fashion, and in a method directed by the PSC, of the results of all referrals made to them under this Appendix.

**

1.1.27 Departments or organizations shall review the use of private temporary agency personnel, consultants, contractors, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, departments or organizations shall refrain from re-engaging such temporary agency personnel, consultants or contractors or renewing the employment of such employees referred to above where this will facilitate the appointment of surplus employees or laid-off persons.

1.1.28 Nothing in the foregoing shall restrict the Employer's right to engage or appoint persons to meet short-term, non-recurring requirements. Surplus and laid-off persons shall be given priority even for these short-term work opportunities.

1.1.29 Departments or organizations may layoff an employee at a date earlier than originally scheduled when the surplus employee so requests in writing.

1.1.30 Departments or organizations acting as appointing departments or organizations shall cooperate with the PSC and other departments or organizations in accepting, to the extent possible, affected, surplus and laid-off persons from other departments or organizations for appointment or retraining.

1.1.31 Departments or organizations shall provide surplus employees with a layoff notice at least one (1) month before the proposed layoff date if appointment efforts have been unsuccessful.

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1.1.32 When a surplus employee refuses a reasonable job offer, he or she shall be subject to layoff one (1) month after the refusal, but not before six (6) months have elapsed since the surplus declaration date. The provisions of Annex C of this Appendix shall continue to apply.

1.1.33 Departments or organizations are to presume that each employee wishes to be redeployed unless the employee indicates the contrary in writing.

**

1.1.34 Departments or organizations shall inform and counsel affected and surplus employees as early and as completely as possible and, in addition, shall assign a counsellor to each opting and surplus employee and laid-off person, to work with him or her throughout the process. Such counselling is to include explanations and assistance concerning:

- (a) the workforce adjustment situation and its effect on that individual;
- (b) the Workforce Adjustment Appendix;
- (c) the PSC's Priority Information Management System and how it works from the employee's perspective;
- (d) preparation of a curriculum vitae or resumé;
- (e) the employee's rights and obligations;
- (f) the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
- (g) alternatives that might be available to the employee (alternation, appointment, relocation, retraining, lower-level employment, term employment, retirement including the possibility of waiver of penalty if entitled to an annual allowance, transition support measure, education allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated layoff);
- (h) the likelihood that the employee will be successfully appointed;
- (i) the meaning of a guarantee of a reasonable job offer, a twelve (12) month surplus priority period in which to secure a reasonable job offer, a transition support measure and an education allowance;

- (j) the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
 - (k) preparation for interviews with prospective employers;
 - (l) feedback when an employee is not offered a position for which he or she was referred;
 - (m) repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
- and
- (n) advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity.

1.1.35 The home departments or organizations shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by it, the employee and the appointing department or organization.

1.1.36 Severance pay and other benefits flowing from other clauses in this Agreement are separate from and in addition to those in this Appendix.

1.1.37 Any surplus employee who resigns under this Appendix shall be deemed, for purposes of severance pay and retroactive remuneration, to be involuntarily laid-off as of the day on which the deputy head accepts in writing the employee's resignation.

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1.1.38 The department or organization will review the status of each affected employee annually, or earlier, from the date of initial notification of affected status and determine whether the employee will remain on affected status or not.

**

1.1.39 The department or organization will notify the affected employee' in writing, within five (5) working days of the decision pursuant to subsection 1.1.38.

1.2 Treasury Board Secretariat

1.2.1 It is the responsibility of the Treasury Board Secretariat to:

- (a) investigate and seek to resolve situations referred by the PSC or other parties;
- (b) consider departmental or organizational requests for retraining resources.

and

**

- (c) ensure that departments or organizations are provided to the extent possible with information on occupations for which there are skill shortages.

**

1.3 Public Service Commission

1.3.1 Within the context of workforce adjustment, and the Public Service Commission's (PSC) governing legislation, it is the responsibility of the PSC to:

- (a) ensure that priority entitlements are respected;
- (b) ensure that a means exists for priority persons to be assessed against vacant positions and appointed if found qualified against the essential qualifications of the position; and
- (c) ensure that priority persons are provided with information on their priority entitlements.

1.3.2 The PSC will, in accordance with the *Privacy Act*:

- (a) provide the Treasury Board Secretariat with information related to the administration of priority entitlements which may reflect on departments' or organizations' level of compliance with this directive, and;
- (b) provide information to the bargaining agents on the numbers and status of their members in the Priority Information Management System, as well as information on the overall system.

1.3.3 The PSC's roles and responsibilities flow from its governing legislation, not the collective agreement. As such, any changes made to these roles/responsibilities must be agreed upon by the Commission. For greater detail on the PSC's role in administering surplus and layoff priority entitlements, refer to Annex C of this Appendix.

1.4 Employees

1.4.1 Employees have the right to be represented by the Alliance in the application of this Appendix.

1.4.2 Employees who are directly affected by workforce adjustment situations and who receive a guarantee of a reasonable job offer or opt, or are deemed to have opted, for Option (a) of Part VI of this Appendix are responsible for:

- (a) actively seeking alternative employment in cooperation with their departments or organizations and the PSC, unless they have advised the department or organization and the PSC, in writing, that they are not available for appointment;
- (b) seeking information about their entitlements and obligations;
- (c) providing timely information (including curricula vitae or resumé) to the home department or organization and to the PSC to assist them in their appointment activities;
- (d) ensuring that they can be easily contacted by the PSC and appointing departments or organizations, and attending appointments related to referrals;
- (e) seriously considering job opportunities presented to them (referrals within the home department or organization, referrals from the PSC, and job offers made by departments or organizations), including retraining and relocation possibilities, specified period appointments and lower-level appointments.

1.4.3 Opting employees are responsible for:

- (a) considering the options in Part VI of this Appendix;
- (b) communicating their choice of options, in writing, to their manager no later than one hundred and twenty (120) days after being declared opting.

Part II

Official notification

2.1 Department or organization

2.1.1 As already mentioned in 1.1.11, departments or organizations shall advise and consult with the bargaining agent representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process, and will make available to the bargaining agent the name and work location of affected employees.

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2.1.2 In any workforce adjustment situation which is likely to involve ten (10) or more indeterminate employees covered by this Appendix, the department or organizations concerned shall notify the Treasury Board Secretariat of Canada, in confidence, at the earliest possible date and under no circumstances less than four (4) working days before the situation is announced.

**

2.1.3 Prior to notifying any potentially affected employee, departments or organizations shall also notify the Chief Executive Officer of the Alliance. Such notification is to be in writing, in confidence and at the earliest possible date and under no circumstances less than two (2) working days before any employee is notified of the workforce adjustment situation.

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2.1.4 Such notification will include the identity and location of the work unit(s) involved, the expected date of the announcement, the anticipated timing of the workforce adjustment situation and the number, group and level of the employees who are likely to be affected by the decision.

Part III

Relocation of a work unit

3.1 General

3.1.1 In cases where a work unit is to be relocated, departments or organizations shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position or be treated as if they were subject to a workforce adjustment situation.

3.1.2 Following written notification, employees must indicate, within a period of six (6) months, their intention to move. If the employee's intention is not to move with the relocated position, the deputy head can provide the employee with either a guarantee of a reasonable job offer or access to the options set out in section 6.3 of this Appendix.

3.1.3 Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.18 to 1.1.22.

3.1.4 Although departments or organizations will endeavour to respect employee location preferences, nothing precludes the department or organization from offering a relocated position to an employee in receipt of a guarantee of a reasonable job offer from his or her deputy head, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

3.1.5 Employees who are not in receipt of a guarantee of a reasonable job offer shall become opting employees and have access to the options in Part VI of this Appendix.

Part IV Retraining

4.1 General

4.1.1 To facilitate the redeployment of affected employees, surplus employees and laid-off persons, departments or organizations shall make every reasonable effort to retrain such persons for:

- (a) existing vacancies;
- or
- (b) anticipated vacancies identified by management.

**

4.1.2 It is the responsibility of the employee, home department or organization and appointing department or organization to identify retraining opportunities pursuant to subsection 4.1.1.

**

4.1.3 When a retraining opportunity has been identified, the deputy head of the home department or organization shall approve up to two (2) years of retraining.

4.2 Surplus Employees

4.2.1 A surplus employee is eligible for retraining, provided that:

(a) retraining is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates;

and

(b) there are no other available priority persons who qualify for the position.

**

4.2.2 The home department or organization is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the delegated officers of the home and appointing departments or organization. The home department or organization is responsible for informing the employee in a timely fashion if a retraining proposal submitted by the employee is not approved. Upon request of the employee, feedback regarding the decision will be provided in writing.

4.2.3 Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee.

4.2.4 While on retraining, a surplus employee continues to be employed by the home department or organization and is entitled to be paid in accordance with his or her current appointment unless the appointing department or organization is willing to appoint the employee indeterminately, on condition of successful completion of retraining, in which case the retraining plan shall be included in the letter of offer.

4.2.5 When a retraining plan has been approved and the surplus employee continues to be employed by the home department or organization, the proposed layoff date shall be extended to the end of the retraining period, subject to 4.2.3.

4.2.6 An employee unsuccessful in retraining may be laid-off at the end of the surplus period if the Employer has been unsuccessful in making the employee a reasonable job offer.

4.2.7 In addition to all other rights and benefits granted pursuant to this section, an employee who is guaranteed a reasonable job offer is also guaranteed, subject to the employee's willingness to relocate, training to prepare the surplus employee for appointment to a position pursuant to 4.1.1, such training to continue for one (1) year or until the date of appointment to another position, whichever comes first. Appointment to this position is subject to successful completion of the training.

4.3 Laid-off persons

4.3.1 A laid-off person shall be eligible for retraining, provided that:

- (a) retraining is needed to facilitate the appointment of the individual to a specific vacant position;
 - (b) the individual meets the minimum requirements set out in the relevant selection standard for appointment to the group concerned;
 - (c) there are no other available persons with priority who qualify for the position;
- and
- (d) the appointing department or organization cannot justify a decision not to retrain the individual.

4.3.2 When an individual is offered an appointment conditional on successful completion of retraining, a retraining plan shall be included in the letter of offer. If the individual accepts the conditional offer, he or she will be appointed on an indeterminate basis to the full level of the position after having successfully completed training and being assessed as qualified for the position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which he or she was laid-off, the employee will be salary-protected in accordance with Part V.

Part V
Salary protection

5.1 Lower-level position

5.1.1 Surplus employees and laid-off persons appointed to a lower-level position under this Appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of this Agreement or, in the absence of such provisions, the appropriate provisions of the Regulations Respecting Pay on Reclassification or Conversion.

5.1.2 Employees whose salary is protected pursuant to 5.1.1 will continue to benefit from salary protection until such time as they are appointed or deployed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid-off.

Part VI
Options for employees

6.1 General

6.1.1 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict that employment will be available. A deputy head who cannot provide such a guarantee shall provide his or her reasons in writing, if so requested by the employee. Employees in receipt of this guarantee will not have access to the choice of options below.

6.1.2 Employees who are not in receipt of a guarantee of a reasonable job offer from their deputy head have one hundred and twenty (120) days to consider the three options below before a decision is required of them.

6.1.3 The opting employee must choose, in writing, one (1) of the three (3) options of section 6.3 of this Appendix within the one hundred and twenty (120) day window. The employee cannot change options once he or she has made a written choice.

6.1.4 If the employee fails to select an option, the employee will be deemed to have selected Option (a), twelve (12) month surplus priority period in which to secure a reasonable job offer, at the end of the one hundred and twenty (120) day window.

6.1.5 If a reasonable job offer which does not require relocation is made at any time during the one hundred and twenty (120) day opting period and prior to the written acceptance of the transition support measure (TSM) or education allowance option, the employee is ineligible for the TSM, the pay in lieu of unfulfilled surplus period or the education allowance.

6.2 Alternation

6.2.1 All departments or organizations must participate in the alternation process.

6.2.2 An alternation occurs when an opting employee who wishes to remain in the Core Public Administration exchanges positions with a non-affected employee (the alternate) willing to leave the Core Public Administration under the terms of Part VI of this Appendix.

6.2.3 Only an opting employee, not a surplus one, may alternate into an indeterminate position that remains in the Core Public Administration.

6.2.4 An indeterminate employee wishing to leave the Core Public Administration may express an interest in alternating with an opting employee. Management will decide, however, whether a proposed alternation is likely to result in retention of the skills required to meet the ongoing needs of the position and the Core Public Administration.

6.2.5 An alternation must permanently eliminate a function or a position.

6.2.6 The opting employee moving into the unaffected position must meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five (5) days of the alternation.

6.2.7 An alternation should normally occur between employees at the same group and level. When the two (2) positions are not in the same group and at the same level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher paid position is no more than six-per-cent (6 %) higher than the maximum rate of pay for the lower-paid position.

6.2.8 An alternation must occur on a given date, that is, the two (2) employees must directly exchange positions on the same day. There is no provision in alternation for a “domino” effect or for “future considerations.”

6.3 Options

6.3.1 Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the deputy head will have access to the choice of options below:

- (a)
 - (i) Twelve (12) month surplus priority period in which to secure a reasonable job offer. It is time-limited. Should a reasonable job offer not be made within a period of twelve (12) months, the employee will be laid-off in accordance with the *Public Service Employment Act*. Employees who choose or are deemed to have chosen this option are surplus employees.
 - (ii) At the request of the employee, this twelve (12) month surplus priority period shall be extended by the unused portion of the one hundred and twenty (120) day opting period referred to in 6.1.2 which remains once the employee has selected in writing Option (a).
 - (iii) When a surplus employee who has chosen or is deemed to have chosen Option (a) offers to resign before the end of the twelve (12) month surplus priority period, the deputy head may authorize a lump-sum payment equal to the surplus employee’s regular pay for the balance of the surplus period, up to a maximum of six (6) months. The amount of the lump-sum payment for the pay in lieu cannot exceed the maximum of what he or she would have received had he or she chosen Option (b), the transition support measure.

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(iv) Departments or organizations will make every reasonable effort to market a surplus employee within the employee's surplus period within his or her preferred area of mobility.

(b) Transition support measure (TSM) is a cash payment, based on the employee's years of service in the public service (see Annex B), made to an opting employee. Employees choosing this option must resign but will be considered to be laid-off for purposes of severance pay.

or

**

(c) Education allowance is a transition support measure (see Option (b) above) plus an amount of not more than ten thousand dollars (\$10,000) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and mandatory equipment. Employees choosing Option (c) could either:

(i) resign from the Core Public Administration but be considered to be laid-off for severance pay purposes on the date of their departure;

or

(ii) delay their departure date and go on leave without pay for a maximum period of two (2) years while attending the learning institution. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2)-year period. During this period, employees could continue to be public service benefit plan members and contribute both employer and employee shares to the benefits plans and the *Public Service Superannuation Plan*. At the end of the two (2)-year leave without pay period, unless the employee has found alternative employment in the Core Public Administration, the employee will be laid-off in accordance with the *Public Service Employment Act*.

6.3.2 Management will establish the departure date of opting employees who choose Option (b) or Option (c) above.

6.3.3 The TSM, pay in lieu of unfulfilled surplus period, and the education allowance cannot be combined with any other payment under the Workforce Adjustment Appendix.

6.3.4 In cases of pay in lieu of unfulfilled surplus period, Option (b) and Option (c)(i), the employee relinquishes any priority rights for reappointment upon the Employer's acceptance of his or her resignation.

6.3.5 Employees choosing Option (c)(ii) who have not provided their department or organization with a proof of registration from a learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from the Core Public Administration and be considered to be laid-off for purposes of severance pay.

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6.3.6 All opting employees will be entitled to up to six hundred dollars (\$600) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

6.3.7 An opting employee who has received a TSM, pay in lieu of unfulfilled surplus period, or an education allowance, and is reappointed to that portion of the Core Public Administration specified from time to time in Schedules I and IV of the *Financial Administration Act* shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of such reappointment or hiring to the end of the original period for which the TSM or education allowance was paid.

6.3.8 Notwithstanding 6.3.7, an opting employee who has received an education allowance will not be required to reimburse tuition expenses and costs of books and mandatory equipment for which he or she cannot get a refund.

6.3.9 The deputy head shall ensure that pay in lieu of unfulfilled surplus period is only authorized where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during that period.

6.3.10 If a surplus employee who has chosen or is deemed to have chosen Option (a) refuses a reasonable job offer at any time during the twelve (12) month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.

6.3.11 Approval of pay in lieu of unfulfilled surplus period is at the discretion of management, but shall not be unreasonably denied.

6.4 Retention payment

6.4.1 There are three (3) situations in which an employee may be eligible to receive a retention payment. These are total facility closures, relocation of work units and alternative delivery initiatives.

6.4.2 All employees accepting retention payments must agree to leave the Core Public Administration without priority rights.

6.4.3 An individual who has received a retention payment and, as applicable, either is reappointed to that portion of the Core Public Administration specified from time to time in Schedules I and IV of the *Financial Administration Act* or is hired by the new employer within the six (6) months immediately following his or her resignation shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of such reappointment or hiring to the end of the original period for which the lump sum was paid.

6.4.4 The provisions of 6.4.5 shall apply in total facility closures where public service jobs are to cease and:

- (a) such jobs are in remote areas of the country;
or
- (b) retraining and relocation costs are prohibitive;
or
- (c) prospects of reasonable alternative local employment (whether within or outside the Core Public Administration) are poor.

6.4.5 Subject to 6.4.4, the deputy head shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the Core Public Administration to take effect on that closure date, a sum equivalent to six (6) months' pay payable on the day on which the departmental or organizational operation ceases, provided the employee has not separated prematurely.

6.4.6 The provisions of 6.4.7 shall apply in relocation of work units where Core Public Administration work units:

- (a) are being relocated;
and
- (b) the deputy head of the home department or organization decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation;
and
- (c) the employee has opted not to relocate with the function.

6.4.7 Subject to 6.4.6, the deputy head shall pay to each employee who is asked to remain until the relocation of the work unit and who offers a resignation from the Core Public Administration to take effect on the relocation date, a sum equivalent to six (6) months' pay payable on the day on which the departmental or organizational operation relocates, provided the employee has not separated prematurely.

6.4.8 The provisions of 6.4.9 shall apply in alternative delivery initiatives:

- (a) where the Core Public Administration work units are affected by alternative delivery initiatives;
- (b) when the deputy head of the home department or organization decides that, compared to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of the transfer to the new employer;
and
- (c) where the employee has not received a job offer from the new employer or has received an offer and did not accept it.

6.4.9 Subject to 6.4.8, the deputy head shall pay to each employee who is asked to remain until the transfer date and who offers a resignation from the Core Public Administration to take effect on the transfer date, a sum equivalent to six (6) months' pay payable upon the transfer date, provided the employee has not separated prematurely.

Part VII

Special provisions regarding alternative delivery initiatives

**

Preamble

The administration of the provisions of this Part will be guided by the following principles:

- (a) fair and reasonable treatment of employees;
- (b) value for money and affordability;
- and
- (c) maximization of employment opportunities for employees.

7.1 Definitions

For the purposes of this part, an **alternative delivery initiative** (*diversification des modes de prestation des services*) is the transfer of any work, undertaking or business of the Core Public Administration to any body or corporation that is a separate agency or that is outside the Core Public Administration.

For the purposes of this part, a **reasonable job offer** (*offre d'emploi raisonnable*) is an offer of employment received from a new employer in the case of a Type 1 or Type 2 transitional employment arrangement, as determined in accordance with 7.2.2.

For the purposes of this part, a **termination of employment** (*licenciement de l'employé-e*) is the termination of employment referred to in paragraph 12(1)(f.1) of the *Financial Administration Act*.

7.2 General

Departments or organizations will, as soon as possible after the decision is made to proceed with an alternative delivery initiative (ADI), and if possible, not less than one hundred and eighty (180) days prior to the date of transfer, provide notice to the Alliance component(s) of its intention.

The notice to the Alliance component(s) will include:

- (a) the program being considered for ADI;
- (b) the reason for the ADI;
- and
- (c) the type of approach anticipated for the initiative.

A joint Workforce Adjustment–Alternative Delivery Initiative (WFA–ADI) committee will be created for ADI and will have equal representation from the department or organization and the component(s). By mutual agreement, the committee may include other participants. The joint WFA–ADI committee will define the rules of conduct of the committee.

In cases of ADI, the parties will establish a joint WFA–ADI committee to conduct meaningful consultation on the human resources issues related to the ADI in order to provide information to the employee which will assist him or her in deciding on whether or not to accept the job offer.

1. **Commercialization**

In cases of commercialization where tendering will be part of the process, the members of the joint WFA–ADI committee shall make every reasonable effort to come to an agreement on the criteria related to human resources issues (e.g. terms and conditions of employment, pension and health care benefits, the take-up number of employees) to be included in the request for proposal process. The committee will respect the contracting rules of the federal government.

2. **Creation of a new Agency**

In cases of the creation of new agencies, the members of the joint WFA–ADI committee shall make every reasonable effort to agree on common recommendations related to human resources issues (e.g. terms and conditions of employment, pension, and health care benefits) that should be available at the date of transfer.

3. **Transfer to existing employers**

In all other ADI where an employer-employee relationship already exists, the parties will hold meaningful consultations to clarify the terms and conditions that will apply upon transfer.

In cases of commercialization and the creation of new agencies, consultation opportunities will be given to the component(s); however, in the event that agreements are not possible, the department may still proceed with the transfer.

7.2.1 The provisions of this Part apply only in the case of alternative delivery initiatives and are in exception to other provisions of this Appendix. Employees who are affected by alternative delivery initiatives and who receive job offers from the new employer shall be treated in accordance with the provisions of this Part, and only where specifically indicated will other provisions of this Appendix apply to them.

7.2.2 There are three (3) types of transitional employment arrangements resulting from alternative delivery initiatives:

(a) Type 1—Full Continuity

Type-1 arrangements meet all of the following criteria:

(i) legislated successor rights apply; specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;

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(ii) the Directive on Terms and Conditions of Employment, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer or by the PSLRB pursuant to a successor rights application;

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(iii) recognition of continuous employment, as defined in the Directive on Terms and Conditions of Employment, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;

- (iv) pension arrangements according to the Statement of Pension Principles set out in Annex A or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump sum to employees pursuant to 7.7.3;
 - (v) transitional employment guarantee: a two (2)-year minimum employment guarantee with the new employer;
 - (vi) coverage in each of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
 - (vii) short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to the maximum of the new employer's LTDI waiting period.
- (b) Type 2—Substantial Continuity

Type-2 arrangements meet all of the following criteria:

- (i) the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85 %) or greater of the group's current federal hourly remuneration (= pay + equal pay adjustments + supervisory differential) when the hours of work are the same;
- (ii) the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85 %) or greater of federal annual remuneration (= per cent or greater of federal annual remuneration (= pay + equal pay adjustments + supervisory differential) when the hours of work are different;
- (iii) pension arrangements according to the Statement of Pension Principles as set out in Annex A or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump sum to employees pursuant to 7.7.3;
- (iv) transitional employment guarantee: employment tenure equivalent to that of the permanent workforce in receiving organizations or a two (2) year minimum employment guarantee;

- (v) coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
 - (vi) short-term disability arrangement.
- (c) Type 3—Lesser Continuity

A Type-3 arrangement is any alternative delivery initiative that does not meet the criteria applying in Type-1 and Type-2 transitional employment arrangements.

7.2.3 For Type-1 and Type-2 transitional employment arrangements, the offer of employment from the new employer will be deemed to constitute a reasonable job offer for purposes of this Part.

7.2.4 For Type-3 transitional employment arrangements, an offer of employment from the new employer will not be deemed to constitute a reasonable job offer for purposes of this Part.

7.3 Responsibilities

7.3.1 Deputy heads will be responsible for deciding, after considering the criteria set out above, which of the types applies in the case of particular alternative delivery initiatives.

7.3.2 Employees directly affected by alternative delivery initiatives are responsible for seriously considering job offers made by new employers and advising the home department or organization of their decision within the allowed period.

7.4 Notice of alternative delivery initiatives

7.4.1 Where alternative delivery initiatives are being undertaken, departments or organizations shall provide written notice to all employees offered employment by the new employer, giving them the opportunity to choose whether or not they wish to accept the offer.

7.4.2 Following written notification, employees must indicate within a period of sixty (60) days their intention to accept the employment offer, except in the case of Type-3 arrangements, where home departments or organizations may specify a period shorter than sixty (60) days, but not less than thirty (30) days.

7.5 Job offer from new employer

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7.5.1 Employees subject to this Appendix (see Application) and who do not accept the reasonable job offer from the new employer in the case of Type-1 or Type-2 transitional employment arrangements will be given four (4) months' notice of termination of employment and their employment will be terminated at the end of that period or on a mutually agreed-upon date before the end of the four (4) month notice period, except where the employee was unaware of the offer or incapable of indicating an acceptance of the offer.

7.5.2 The deputy head may extend the notice-of-termination period for operational reasons, but no such extended period may end later than the date of the transfer to the new employer.

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7.5.3 Employees who do not accept a job offer from the new employer in the case of Type-3 transitional employment arrangements may be declared opting or surplus by the deputy head in accordance with the provisions of the other parts of this Appendix.

7.5.4 Employees who accept a job offer from the new employer in the case of any alternative delivery initiative will have their employment terminated on the date on which the transfer becomes effective, or on another date that may be designated by the home department or organization for operational reasons, provided that this does not create a break in continuous service between the Core Public administration and the new employer.

7.6 Application of other provisions of the Appendix

7.6.1 For greater certainty, the provisions of Part II, Official Notification, and section 6.4, Retention Payment, will apply in the case of an employee who refuses an offer of employment in the case of a Type-1 or Type-2 transitional employment arrangement. A payment under section 6.4 may not be combined with a payment under the other section.

7.7 Lump-sum payments and salary top-up allowances

7.7.1 Employees who are subject to this Appendix (see Application) and who accept the offer of employment from the new employer in the case of Type-2 transitional employment arrangements will receive a sum equivalent to three months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees an eighteen (18) month salary top-up allowance equivalent to the difference between the remuneration applicable to their Core Public administration position and the salary applicable to their position with the new employer. This allowance will be paid as a lump sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

7.7.2 In the case of individuals who accept an offer of employment from the new employer in the case of a Type-2 arrangement and whose new hourly or annual salary falls below eighty per cent (80 %) of their former federal hourly or annual remuneration, departments or organizations will pay an additional six (6) months of salary top-up allowance for a total of twenty-four (24) months under this section and 7.7.1. The salary top-up allowance equivalent to the difference between the remuneration applicable to their Core Public administration position and the salary applicable to their position with the new employer will be paid as a lump sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

7.7.3 Employees who accept the reasonable job offer from the successor employer in the case of Type-1 or Type-2 transitional employment arrangements where the test of reasonableness referred to in the Statement of Pension Principles set out in Annex A is not met, that is, where the actuarial value (cost) of the new employer's pension arrangements is less than six decimal five per cent (6.5 %) of pensionable payroll (excluding the employer's costs related to the administration of the plan), will receive a sum equivalent to three (3) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

7.7.4 Employees who accept an offer of employment from the new employer in the case of Type-3 transitional employment arrangements will receive a sum equivalent to six (6) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees a twelve (12) month salary top-up allowance equivalent to the difference between the remuneration applicable to their Core Public Administration position and the salary applicable

to their position with the new employer. The allowance will be paid as a lump-sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The total of the lump-sum payment and the salary top-up allowance provided under this section will not exceed an amount equivalent to one (1) year's pay.

7.7.5 For the purposes of 7.7.1, 7.7.2 and 7.7.4, the term "remuneration" includes and is limited to salary plus equal pay adjustments, if any, and supervisory differential, if any.

7.8 Reimbursement

7.8.1 An individual who receives a lump-sum payment and salary top-up allowance pursuant to 7.7.1, 7.7.2, 7.7.3 or 7.7.4 and who is reappointed to that portion of the Core Public Administration specified from time to time in Schedules I and IV of the *Financial Administration Act* at any point during the period covered by the total of the lump-sum payment and salary top-up allowance, if any, shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of reappointment to the end of the original period covered by the total of the lump-sum payment and salary top-up allowance, if any.

7.8.2 An individual who receives a lump-sum payment pursuant to 7.6.1 and, as applicable, is either reappointed to that portion of the Core Public Administration specified from time to time in Schedules I and IV of the *Financial Administration Act* or hired by the new employer at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of the reappointment or hiring to the end of the original period covered by the lump-sum payment.

7.9 Vacation leave credits and severance pay

7.9.1 Notwithstanding the provisions of this Agreement concerning vacation leave, an employee who accepts a job offer pursuant to this Part may choose not to be paid for earned but unused vacation leave credits, provided that the new employer will accept these credits.

7.9.2 Notwithstanding the provisions of this Agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this Part will not be paid severance pay where successor rights apply and/or, in the case of a Type-2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the public service for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer.

7.9.3 Where:

- (a) the conditions set out in 7.9.2 are not met,
- (b) the severance provisions of this Agreement are extracted from this Agreement prior to the date of transfer to another non-federal public sector employer,
- (c) the employment of an employee is terminated pursuant to the terms of 7.5.1,

or
- (d) the employment of an employee who accepts a job offer from the new employer in a Type-3 transitional employment arrangement is terminated on the transfer of the function to the new employer,

the employee shall be deemed, for purposes of severance pay, to be involuntarily laid-off on the day on which employment in the Core Public Administration terminates.

Annex A: Statement of pension principles

1. The new employer will have in place, or Her Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for transferring employees. The test of “reasonableness” will be that the actuarial value (cost) of the new employer pension arrangements will be at least six decimal five per cent (6.5 %) of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the Assessment Methodology dated October 7, 1997, developed by Towers Perrin for the Treasury Board. This assessment methodology will apply for the duration of this Agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new employer to pay the employer costs, *Public Service Superannuation Act (PSSA)* coverage could be provided during a transitional period of up to a year.
2. Benefits in respect of service accrued to the point of transfer are to be fully protected.
3. Her Majesty in right of Canada will seek portability arrangements between the Public Service Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, Her Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new employer for vesting and benefit thresholds under the PSSA.

Annex B

Years of Service in the public service	Transition Support Measure (TSM) (Payment in weeks' pay)
0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52
19	52
20	52
21	52
22	52
23	52
24	52
25	52
26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37
35	34

Years of Service in the public service	Transition Support Measure (TSM) (Payment in weeks' pay)
36	31
37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	07
45	04

For indeterminate seasonal and part-time employees, the TSM will be pro-rated in the same manner as severance pay under the terms of this Agreement.

Severance pay provisions of this Agreement are in addition to the TSM.

****Annex C****Role of PSC in administering surplus and layoff priority entitlements**

1. The PSC will refer surplus employees and laid-off persons to positions, in all departments, organizations and agencies governed by the *PSEA*, for which they are potentially qualified for the essential qualifications, unless the individuals have advised the PSC and their home departments or organizations in writing that they are not available for appointment. The PSC will further ensure that entitlements are respected and that priority persons are fairly and properly assessed.
2. The PSC, acting in accordance with the *Privacy Act*, will provide the Treasury Board Secretariat with information related to the administration of priority entitlements which may reflect on departments' or organizations' and agencies' level of compliance with this Directive.
3. The PSC will provide surplus and laid-off individuals with information on their priority entitlements.
4. The PSC will, in accordance with the *Privacy Act*, provide information to bargaining agents on the numbers and status of their members who are in the Priority Administration System and, on a service-wide basis.
5. The PSC will ensure that a reinstatement priority is given to all employees who are appointed to a position at a lower level.
6. The PSC will, in accordance with the *Privacy Act*, provide information to the Employer, departments or organizations and/or bargaining agents on referrals of surplus employees and laid-off persons in order to ensure that the priority entitlements are respected.

Public Service Commission "Guide to the Priority Information Management System": <http://www.psc-cfp.gc.ca/prad-adpr/index-eng.htm>.

****APPENDIX U**

**MEMORANDUM OF UNDERSTANDING
SALARY PROTECTION - RED CIRCLING**

GENERAL

1. This Memorandum of Understanding cancels and replaces the Memorandum of Understanding entered into between the Treasury Board and the Public Service Alliance of Canada on June 9, 1978.
2. This Memorandum of Understanding shall remain in effect until amended or cancelled by mutual consent of the parties.
3. This Memorandum of Understanding supersedes the Regulations respecting Pay on Reclassification or Conversion where the Regulations are inconsistent with the Memorandum of Understanding.
4. Where the provisions of any collective agreement differ from those set out in the Memorandum of Understanding, the conditions set out in the Memorandum of Understanding shall prevail.
5. This Memorandum of Understanding will form part of all collective agreements to which the Public Service Alliance of Canada and Treasury Board are parties, with effect from December 13, 1981.

Part I

Part I of this Memorandum of Understanding shall apply to the incumbents of positions which will be reclassified to a group and/or level having a lower attainable maximum rate of pay after the date this Memorandum of Understanding becomes effective.

NOTE: The term “attainable maximum rate of pay” means the rate attainable for fully satisfactory performance in the case of levels covered by a performance pay plan or the maximum salary rate in the case of all other groups and levels.

1. Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.

2. Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent, this may be cited as Salary Protection Status and subject to section 3(b) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level. Determination of the attainable maxima rates of pay shall be in accordance with the Retroactive Remuneration Regulations.
3.
 - (a) The Employer will make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position.
 - (b) In the event that an incumbent declines an offer of transfer to a position as in (a) above in the same geographic area, without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.
4. Employees subject to section 3, will be considered to have transferred (as defined in the Directive on Terms and Conditions of Employment) for the purpose of determining increment dates and rates of pay.

Part II

Part II of the Memorandum of Understanding shall apply to incumbents of positions who are in holding rates of pay on the date this Memorandum of Understanding becomes effective.

1. An employee whose position has been downgraded prior to the implementation of this memorandum and is being paid at a holding rate of pay on the effective date of an economic increase and continues to be paid at that rate on the date immediately prior to the effective date of a further economic increase, shall receive a lump sum payment equal to 100 % of the economic increase for the employee's former group and level (or where a performance pay plan applied to the incumbent, the adjustment to the attainable maximum rate of pay) calculated on his annual rate of pay.

2. An employee who is paid at a holding rate on the effective date of an economic increase, but who is removed from that holding rate prior to the effective date of a further economic increase by an amount less than he would have received by the application of paragraph 1 of Part II, shall receive a lump sum payment equal to the difference between the amount calculated by the application of paragraph 1 of Part II and any increase in pay resulting from his removal from the holding rate.

SIGNED AT OTTAWA, this 9th day of the month of February 1982.