



Treasury Board of Canada  
Secretariat

Secrétariat du Conseil du Trésor  
du Canada

# Agreement between the Treasury Board and The Public Service Alliance of Canada

Group: Technical Services  
(all employees)

Drafting and Illustration (DD)  
Engineering and Scientific Support (EG)  
General Technical (GT)  
Photography (PY)  
Primary Products Inspection (PI)  
Technical Inspection (TI)

CODES: 403, 405, 406, 407, 408, 413  
Expiry Date: 21 June 1999

Canada





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Treasury Board of Canada Secretariat  
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**THIS AGREEMENT COVERS THE FOLLOWING GROUPS:**

<b>CODE</b>	<b>GROUP</b>	
403	Drafting and Illustration	(DD)
405	Engineering and Scientific Support	(EG)
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**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”** means the Public Service Alliance of Canada (Alliance),

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

**“bargaining unit”** means the employees of the Employer in one (1) of the groups described in Article 7 (unité de négociation),

**“common-law spouse”**: a common-law spouse relationship exists when, for a continuous period of at least one (1) year, an employee has lived with a person, publicly represented that person to be his/her spouse and continues to live with the person as if that person were his/her spouse (conjoint de fait),

**“compensatory leave”** means leave with pay in lieu of cash payment for overtime, travelling time compensated at overtime rate and call back. 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 (congé compensateur),

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

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

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

**“day of rest”** 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 (jour de repos),

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

**“employee”** means a person so defined in the *Public Service Staff Relations Act* and who is a member of one of the bargaining units specified in Article 7 (employé-e),

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

**“holiday”** (jour férié) means:

- (i) the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement,
- (ii) 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:
  - (A) on the day it commenced where half (1/2) or more of the hours worked fall on that day,

or

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

**“hourly rate of pay”** means a full-time employee’s weekly rate of pay divided by thirty-seven and one-half (37 1/2) (taux de rémunération horaire),

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

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

**“membership dues”** 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 (cotisations syndicales),

**“overtime”** (heures supplémentaires) means:

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

or

- (ii) in the case of a part-time employee, authorized work in excess of seven and one-half (7 1/2) hours per day or thirty-seven and one-half (37 1/2) hours per week, but does not include time worked on a holiday,

or

- (iii) in the case of a part-time employee whose normal scheduled hours of work are in excess of seven and one-half (7 1/2) hours per day in accordance with the Variable Hours of Work provisions (clauses 25.10 to 25.13 and Appendix B, 25.11 to 25.14), authorized work in excess of those normal scheduled daily hours or an average of thirty-seven and one-half (37 1/2) hours per week,

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

**“spouse”** will, when required, be interpreted to include “common-law spouse” 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 (conjoint),

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

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

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

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

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

### **ARTICLE 3 APPLICATION**

**3.01** The provisions of this agreement apply to the Alliance, employees and the Employer.

**3.02** Both 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 Staff Relations Act* (PSSRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in Schedule II of the PSSRA.

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

**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

Foreign Service Directives

**Health / Safety**

Boiler and Pressure Vessels Directive

Committees and Representatives Directive

Dangerous Substances Directive

Electrical Directive

Elevated Work Structures Directive

Elevating Devices Directive

First-Aid Allowance Directive

First-Aid Safety and Health Directive

Hazardous Confined Spaces Directive

Material Handling Directive

Motor Vehicle Operations Directive

Noise Control and Hearing Conservation Directive

Personal Protective Equipment and Clothing Directive

Pesticides Directive

Refusal to Work Directive

Sanitation Directive

Tools and Machinery Directive

Use and Occupancy of Buildings Directive

Isolated Posts Directive

Living Accommodation Charges Directive

Relocation Directive

Travel Directive

Uniforms 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 subsequently amended on March 10, 1988, December 12, 1991, November 26, 1993, April 2, 1996, January 15, 1997 and March 11, 1998 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 certificates issued by the Public Service Staff Relations Board:

- (1) on October 12, 1967 covering employees of the Drafting and Illustration (DD) Group;
- (2) on October 12, 1967 covering employees of the Engineering and Scientific Support (EG) Group;
- (3) on September 15, 1967 covering employees of the General Technical (GT) Group;
- (4) on September 15, 1967 covering employees of the Photography (PY) Group;
- (5) on September 15, 1967 covering employees of the Primary Products Inspection (PI) Group;
- (6) on March 29, 1968 covering employees of the Technical Inspection (TI) Group.

**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 (1<sup>st</sup>) full calendar month of employment to the extent that earnings are available.

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

**11.05** No employee organization, as defined in Section 2 of the *Public Service Staff Relations Act*, other than 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 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 work place and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/adjudication procedure.

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

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

- (a) to an employee who makes a complaint on his or her own behalf, before the Public Service Staff Relations Board,  
  
and
- (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the 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 Staff Relations Board,  
  
and
- (b) when operational requirements permit, to an employee called as a witness by an employee or the Alliance.

**Arbitration Board Hearings, Conciliation Board 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, Conciliation Board 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, Conciliation Board 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 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****EMPLOYEES ON PREMISES OF OTHER EMPLOYERS**

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

**ARTICLE 16****ILLEGAL STRIKES**

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

**ARTICLE 17****DISCIPLINE**

**17.01** When an employee is suspended from duty or terminated in accordance with paragraph 11(2)(f) 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 (NJC) of the Public Service on items which may be included in a collective agreement and which the parties to this Agreement have endorsed, the grievance procedure will be in accordance with Section 14 of the NJC By-Laws.

**18.02** Subject to and as provided in Section 91 of the *Public Service Staff Relations Act*, an employee who feels that he or she has been treated unjustly or considers himself or herself aggrieved by any action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 18.05 except that:

- (a) where there is another administrative procedure provided by or under any Act of Parliament to deal with the employee's specific complaint, such procedure must be followed,  
  
and
- (b) where the grievance relates to the interpretation or application of this Agreement or an arbitral award, the employee is not entitled to present the grievance unless he or she has the approval of and is represented by the Alliance.

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

- (a) level 1 - first (1<sup>st</sup>) level of management;

- (b) levels 2 and 3 - intermediate level(s) where such level or levels are established in departments or agencies;
- (c) final level - Deputy Head or Deputy Head's authorized representative.

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

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

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

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,  
  
and
- (b) provide the employee with a receipt stating the date on which the grievance was received by him or her.

**18.06** Where it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the date it is delivered to the appropriate office of the department or agency concerned. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his or her 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.

**18.07** A grievance of an employee shall not be deemed to be invalid by reason only that it is not in accordance with the form supplied by the Employer.

- 18.08** An employee may be assisted and/or represented by the Alliance when presenting a grievance at any level.
- 18.09** The Alliance shall have the right to consult with the Employer with respect to a grievance at each level of the grievance procedure. Where consultation is with the deputy head, the deputy head shall render the decision.
- 18.10** An employee may present a grievance to the First Level of the procedure in the manner prescribed in clause 18.05 not later than the twenty-fifth (25<sup>th</sup>) day after the date on which he or she is notified orally or in writing or on which he or she first becomes aware of the action or circumstances giving rise to the grievance.
- 18.11** The Employer shall normally reply to an employee's grievance, at any level in the grievance procedure, except the final level, within ten (10) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the employee, he or she may submit a grievance at the next higher level in the grievance procedure within ten (10) days after that decision or settlement has been conveyed to him or her in writing.
- 18.12** If the Employer does not reply within fifteen (15) days from the date that a grievance is presented at any level, except the final level, the employee may, within the next ten (10) days, submit the grievance at the next higher level of the grievance procedure.
- 18.13** The Employer shall normally reply to an employee's grievance at the final level of the grievance procedure within thirty (30) days after the grievance is presented at that level.
- 18.14** Where an employee has been represented by the Alliance in the presentation of his or her 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.
- 18.15** The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee unless the grievance is a class of grievance that may be referred to adjudication.
- 18.16** In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.

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

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

**18.19** Where the Employer demotes or terminates an employee for cause pursuant to paragraph 11(2)(f) or (g) 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.

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

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

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

**18.23** Where an employee has presented a grievance up to and including the Final Level in the grievance procedure with respect to:

- (a) the interpretation or application in respect of him or her of a provision of this Agreement or a related arbitral award,  
or
- (b) disciplinary action resulting in suspension or a financial penalty,  
or
- (c) termination of employment or demotion pursuant to paragraph 11(2)(f) or (g) of the *Financial Administration Act*,

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

**18.24** Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him or her 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 in the prescribed manner:

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

## **ARTICLE 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 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.

**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 work place.

**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.

**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 work force 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, the National Joint Council Work Force Adjustment agreement concluded by the parties 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 "P") or to employees covered by Appendix "B", Hours of Work and Overtime Applicable to Park Wardens.

**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**

- (a) Except as provided for in clause 25.09, the normal work week shall be thirty-seven and one-half (37 1/2) hours exclusive of lunch periods, comprising five (5) days of seven and one-half (7 1/2) hours each, Monday to Friday. The work day shall be scheduled to fall within a nine (9)-hour period between the hours of 6:00 a.m. and 6:00 p.m., 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 6 a.m. and 6 p.m. 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 and one-half (37 1/2) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every 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 collective 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 and one-half (37 1/2) hours per week and an average of five (5) days per week,
  - and
  - (ii) seven and one-half (7 1/2) 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 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.

- (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 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.

Accordingly, the first (1<sup>st</sup>) 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 (2<sup>nd</sup>) day of rest will start immediately after midnight of the employee's first (1<sup>st</sup>) 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 provision of clauses 25.09(a)(ii) and (d)(i) will not apply.

- (f) Subject to clauses 25.09(a) through 25.09(e), scheduling practices will continue in specialized areas as follows:
  - (i) ice observers aboard ice-breakers 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 clauses 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 and one-half (7 1/2) 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 and one-half (37 1/2) 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 clause 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 herein:

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

“Daily rate of pay” - shall not apply.

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

The minimum period between the termination and commencement of the employee’s 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 and one half (7 1/2) 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 sub-paragraph (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 work day 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 "F" 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-quarter (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 which 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 7 a.m. and 6 p.m.; 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 Staff 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 which are a requirement for the continuation of the performance of the duties of the employee's position.
  - (v) Training Courses which 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 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 "P".

### **27.01 Shift Premium**

An employee working on shifts, half or more of the hours of which are regularly scheduled between 4:00 p.m. and 8:00 a.m., will receive a shift premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

### **27.02 Weekend Premium**

- (a) An employee working on shifts during a weekend will receive an additional premium of one dollar (\$1) 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**

#### **Alternate Provisions**

This article does not apply to employees covered by Appendix "B".

**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 clause 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 and one-half (7 1/2) hours' work on the employee's first (1<sup>st</sup>) day of rest, and for all hours worked on the second or subsequent day of rest. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest,

#### **28.02**

- (a) Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, 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 work day 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 work day 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:

- (a) for all hours worked in excess of seven and one-half (7 1/2) hours beyond what was scheduled for a normal day;
- (b) for all hours worked in excess of scheduled hours on a first (1<sup>st</sup>) 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 (2<sup>nd</sup>) 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 nine dollars (\$9) 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 seven dollars (\$7) 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/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 nine dollars (\$9), 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 seven dollars (\$7) 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** Upon request of the employee and with the consent of the Employer, an employee of Industry Canada (previously the Department of Consumer and Corporate Affairs) in the TI bargaining unit shall be permitted to work on days of rest when away from the employee's headquarters area. Overtime rates shall not apply in such a case but the employee shall be granted a lieu day of rest at a mutually acceptable date.

**28.12** 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.

**ARTICLE 29**  
**CALL-BACK PAY**

**Alternate Provisions\***

Clauses 29.01, 29.02 and 29.03 do not apply to employees covered by 29.04.

**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:

**(Amended as per Memo of Understanding)**

- (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 62.06 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.

### **No Pyramiding of Payments**

**29.03** Payments provided under the Overtime, Reporting Pay, Designated Paid Holiday and Standby provisions of this collective agreement and clause 29.01 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

**29.04** 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**

#### **29.05**

- (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, 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** When an employee is required to report for work and reports on a day of rest, the employee shall be paid the greater of:

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

or

- (b) compensation at the applicable overtime rate.

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

**No Pyramiding of Payments**

**30.06** Payments provided under the Overtime, Reporting Pay, Designated Paid Holidays and Call-Back Pay provisions of this collective agreement and clause 30.04 above shall not be pyramided, that is, an employee shall not receive more than one compensation for the same service.

**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 62.05.

**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 the DD, PY, GT, TI, and EG Groups**

Payments provided under Article 29, Call-Back Pay, and Article 31, Reporting Pay, shall not be pyramided; that is an employee shall not receive more than one compensation for the same service.

**31.05 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 hour's pay at the straight-time rate.

**31.06 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.

**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 (1<sup>st</sup>) 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 an 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 an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

**32.05** When an employee works on a holiday, he or she shall be paid:

- (a) time and one-half (1 1/2) for all hours worked up to the regular daily scheduled hours of work as specified in Article 25 of this collective agreement 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,  
  
or
- (b) upon request, and with the approval of the Employer, the employee may be granted:
  - (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday,  
  
and
  - (ii) pay at one and one-half (1 1/2) times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified in this collective agreement,  
  
and
  - (iii) pay at two (2) times the straight-time rate of pay for all hours worked by him or her on the holiday in excess of the regular daily scheduled hours of work as specified by the Article 25 of this collective agreement.

- (c) Notwithstanding paragraphs (a) and (b), when an employee works on a holiday contiguous to a day of rest on which he also worked and received overtime in accordance with clause 28.01(b), he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday, two (2) times his hourly rate of pay for all time worked.
- (d) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.
  - (i) When in a fiscal year an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's request, such lieu days shall be carried over for one (1) year.
  - (ii) In the absence of such request, unused lieu days shall be paid off at the employee's straight-time rate of pay in effect when the lieu day was earned.

**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 both December 25 and January 1 in the same holiday season.

### **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.

**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:

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

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

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

**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 regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours,
 

and
  - (ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed 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 (12) 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 (12) period.

**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 lay-off, 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 To Apply to all Groups Except DD**

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

**36.02 To Apply to DD Group only**

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 and one-half (7 1/2) hours.
- (b) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
- (c) 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, 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 to say, five (5) weeks' leave with pay upon completing twenty (20) years of continuous employment, retains his or her entitlement to furlough leave subject to the conditions respecting the granting of such leave that are in force on the day that this Agreement is signed.

**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 lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.

**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<sup>st</sup> to March 31<sup>st</sup> 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 ten (10) days:

- (a) one and one-quarter (1 1/4) days until the month in which the anniversary of the employee's eighth (8<sup>th</sup>) year of service occurs;
- (b) one and two-thirds (1 2/3) days commencing with the month in which the employee's eighth (8<sup>th</sup>) anniversary of service occurs;
- (c) two and one-twelfth (2 1/12) days commencing with the month in which the employee's nineteenth (19<sup>th</sup>) anniversary of service occurs;
  - (i) effective April 1<sup>st</sup>, 1999, two and one-twelfth (2 1/12) days commencing with the month in which the employee's eighteenth (18<sup>th</sup>) anniversary of service occurs;
- (d) two and one-half (2 1/2) days commencing with the month in which the employee's thirtieth (30<sup>th</sup>) anniversary of service occurs;
  - (i) effective April 1<sup>st</sup>, 1999, two and one-half (2 1/2) days commencing with the month in which the employee's twenty-ninth (29<sup>th</sup>) anniversary of service occurs;
- (e) however, an employee who is entitled to or who has received furlough leave shall have the vacation leave credits earned under this article, reduced by five-twelfths (5/12) of a day per month from the beginning of the month in which the employee completes his or her twentieth (20<sup>th</sup>) year of service until the beginning of the month in which the employee completes his or her twenty-fifth (25<sup>th</sup>) year of service,
- (f) 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 lay-off and is reappointed to the Public Service within one (1) year following the date of lay-off.
- (g) Notwithstanding 38.02(f) 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	17 May 1989
DD, GT, PI, PY, TI	19 May 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**

**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 vacation year.

**38.04** If, at the end of a fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) day, the entitlement shall be increased to the nearest half (1/2) day.

### **Scheduling of Vacation Leave With Pay**

**38.05** 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.

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

**38.07** 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.

**38.08** Where, in any vacation year, an employee has not been granted all of the vacation leave credited to the employee the unused portion of the employee's vacation leave shall be carried over into the following vacation year. Carry-over beyond one (1) year shall be by mutual consent.

#### **Recall from Vacation Leave With Pay**

#### **38.09**

- (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 clause 38.09(b) to be reimbursed for reasonable expenses incurred by the employee.

### **Leave When Employment Terminates**

**38.10** 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 lay-off if the employee so requests because of a requirement to meet minimum continuous employment requirements for severance pay.

**38.11** Notwithstanding clause 38.10, an employee whose employment is terminated by reason of a declaration that he or she abandoned his or her position is entitled to receive the payment referred to in clause 38.10, if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

### **Advance Payments**

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

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

### **Cancellation of Vacation Leave**

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

**38.14** During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of fifteen (15) days may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on March 31 of the previous vacation year.

## **ARTICLE 39**

### **SICK LEAVE WITH PAY**

#### **Credits**

#### **39.01**

- (a) An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which the employee receives pay for at least ten (10) days.
- (b) A shift worker shall earn additional sick leave credits at the rate of one-sixth (1/6) of a day for each calendar month during which he or she works shifts and he or she receives pay for at least ten (10) days. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used fifteen (15) 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), if the period of leave with pay requested does not exceed five (5) days and the total number of days of sick leave with pay granted in a fiscal year does not exceed ten (10) days. The Employer may extend the above time limits based on individual circumstances.

**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 twenty-five (25) days, 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.

**39.08** The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity pursuant to Section 11(2)(g) 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 half (1/2) a day 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 are 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 seventeen (17) weeks after the termination date of pregnancy.
  
  - (b) Notwithstanding paragraph (a):
    - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,  
  
or
  
    - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,
- the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.
- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
  
  - (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
  
  - (e) An employee who has not commenced maternity leave without pay may elect to:
    - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;

- (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 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 for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

#### **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 paragraph (c) to (i), provided that she:
  - (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
  - (ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and

  - (iii) has signed an agreement with the Employer stating that:
    - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;

- (B) within eighteen (18) months following her return to work, as described in section (A), should she claim the full seventeen (17) weeks of maternity allowance, she will work a number of hours paid at the straight time calculated by multiplying the number of hours in the work week on which her maternity leave allowance was calculated by twenty-six (26);
- (C) within eighteen (18) months following her return to work, as described in section (A), should she claim only a portion of the seventeen (17) weeks of maternity allowance, she will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week on which her maternity allowance was calculated by a number determined as follows:
- $$(26 \text{ weeks}) \times \frac{\text{(number of weeks during which she received the maternity allowance)}}{(17 \text{ weeks})}$$
- (D) should she fail to return to work in accordance with section (A), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sections (B) and (C), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for the full amount of the maternity allowance she has received;
- (E) should she return to work but fail to work the total number of hours as specified in sections (B) or (C), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sections (B) and (C), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

(allowance received) X (number of hours not worked  
following her return to work)  
 [total number of hours to  
 be worked as specified in  
 (B) or (C)]

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

- (b) For the purpose of section (a)(iii)(B), (C) and (E), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but will extend the eighteen (18) month period referred to in sections (a)(iii)(B) and (C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
  - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,  
  
and
  - (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.

- (d) At the employee's request, the payment referred to in subparagraph 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 pregnancy benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
  - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

### **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 Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance pregnancy benefits,

and

  - (ii) has satisfied all of the other eligibility criteria specified in paragraph 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 via 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 during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

### **42.04 Transitional Provisions**

- (a) If, on the date of signature of this Agreement, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.



- (b) If, on the date of signature of this Agreement, an employee is absent on maternity leave without pay and more than seventeen (17) weeks have elapsed since the termination date of her pregnancy, she may request parental leave as of the date of signing and her return to work date will be extended subject to the provisions of the Parental Leave Without Pay Article. Time already spent on maternity leave after seventeen (17) weeks following the termination of pregnancy shall be deducted from the period of parental leave specified in paragraph 44.01(a) unless it is for reasons related to the hospitalization of the newborn child, as specified in paragraphs 42.01(b) and (c).

### **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 (24<sup>th</sup>) 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.

**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. Dependent upon 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.

## **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 spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to twenty-six (26) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to twenty-six (26) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b):
  - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or

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

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

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

**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 benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer,
- and
- (iii) has signed an agreement with the Employer stating that:
    - (A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
    - (B) within ten (10) months of his or her return to work, as described in section (A), should the employee claim the full twelve (12) weeks of parental allowance, the employee will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by fifteen (15);
    - (C) within ten (10) months of his or her return to work, as described in section (A), should the employee claim only a portion of the full twelve (12) weeks of parental allowance, the employee will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by a number determined as follows:

(15 weeks) X (number of weeks during which he/she  
received the parental allowance)  
 (12 weeks)

(D) should he or she fail to return to work in accordance with section (A), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sections (B) and (C), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for the full amount of the parental allowance he or she has received;

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

(allowance received) X (number of hours not worked  
following his/her return to work)  
 [total number of hours to be  
 worked as specified in  
 (B) or (C)]

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

- (b) For the purpose of sections (a)(iii)(B), (C) and (E), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but will extend the ten (10) month period referred to in sections (a)(iii)(B) and (C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
  - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
  - (ii) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance parental benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;
  - (iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *Employment Insurance Act*, the parental allowance payable under the SUB Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the *Employment Insurance Act*.
- (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 EI parental benefits.

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

**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 via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance parental benefits,

and

  - (ii) has satisfied all of the other eligibility criteria specified in paragraph 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 via 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 during which the employee would have been eligible for parental benefits pursuant to Section 23 of the *Employment Insurance Act*, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

**44.04 Transitional Provisions**

If, on the date of signature of this Agreement, any employee is currently on paternity or adoption leave without pay or has requested a period of such leave without pay but has not commenced the leave, he or she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.



**ARTICLE 45**  
**LEAVE WITHOUT PAY FOR THE CARE AND NURTURING OF**  
**PRE-SCHOOL AGE CHILDREN**

**45.01** Both parties recognize the importance of access to leave for the purpose of care and nurturing of pre-school age children.

**45.02** An employee shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children (including children of common-law spouse) in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (b) leave granted under this 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 periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

**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.

**ARTICLE 46**  
**LEAVE WITHOUT PAY FOR**  
**THE LONG-TERM CARE OF A PARENT**

**46.01** Both parties recognize the importance of access to leave for the purpose of long-term care of a parent.

**46.02** An employee shall be granted leave without pay for the long-term personal care of the employee's parents, including step-parents or foster parents, in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (b) leave granted under this 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 periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

**46.03** 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.

**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 spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents), or any relative 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 five (5) days in a fiscal year.

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

- (a) up to one-half (1/2) day to take a dependent 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) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child, which may be divided into two (2) periods and granted on separate days.

## **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, paternity or adoption leave without the consent of the Employer.

## **ARTICLE 49**

### **MARRIAGE LEAVE WITH PAY**

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

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

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

**51.02** When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (4) consecutive calendar days which must include the day of the funeral. 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.

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

**51.04** 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 51.02 and 51.03, 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.

**51.05** It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clauses 51.02 and 51.03.

## **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 Staff Relations Act*, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his 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 lay-off, before termination of the period he or she has undertaken to serve after completion of the course;

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

**Career Development Leave With Pay****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 sub-clause 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 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 shall be payable to incumbents in some positions in the bargaining unit which are in Correctional Service Canada, subject to the following conditions.

**60.02** The Penological Factor Allowance is used to provide additional compensation to an incumbent of a position who, by reason of duties being performed in a penitentiary, as defined in the *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, and is exposed to immediate hazards of physical injury by assault and other disagreeable conditions.

#### **Degrees of Exposure**

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

- Continual - means fulfillment of the conditions described in clause 60.02 above throughout the working day and recurring daily.
- Frequent - means fulfillment of the conditions described in clause 60.02 above for part or parts of the working day and generally recurring daily.
- Limited - means fulfillment of the conditions described in clause 60.02 above on an occasional basis.

**Formula**

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

<b>Penological Factor (X) Type of Institution</b>									
<b>Degree of Exposure</b>	<b>Maximum</b>			<b>Medium</b>			<b>Minimum</b>		
Continual	100%	X	(\$1,600)	50%	X	(\$800)	30%	X	(\$480)
Frequent	50%	X	(\$800)	30%	X	(\$480)	20%	X	(\$320)
Limited	30%	X	(\$480)	20%	X	(\$320)	10%	X	(\$160)

**Amount of PFA**

**60.05** The value of “X” is set at one thousand and six hundred dollars (\$1,600) per annum. This allowance shall be paid on the same basis as that for the employee’s regular pay.

**Application of PFA**

**60.06** Penological Factor Allowance shall only be payable to the incumbent of a position on the establishment of, or loaned to, Correctional Staff Colleges, Regional Headquarters, and National Headquarters, when the conditions described in clause 60.02 above are applicable.

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

**60.08** Except as prescribed in clause 60.11 below, an employee shall be entitled to receive PFA for any month in which he or she receives a minimum of ten (10) days' pay in a position(s) to which PFA applies.

**60.09** Except as provided in clause 60.10 below, PFA shall be adjusted when the incumbent of a position to which PFA applies, is appointed or assigned duties in another position to which a different degree of PFA applies, regardless of whether such appointment or assignment is temporary or permanent, and for each month in which an employee performs duties in more than one position to which PFA applies, the employee shall receive the higher allowance, provided he or she has performed duties for at least ten (10) days as the incumbent of the position to which the higher allowance applies.

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

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

(a) during any period of paid leave up to a maximum of sixty (60) consecutive calendar days,

or

(b) during the full period of paid leave where an employee is granted injury-on-duty leave with pay because of an injury resulting from an act of violence from one or more inmates.

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

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

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

**ARTICLE 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.



**PART VI - PART-TIME EMPLOYEES**

**ARTICLE 62**  
**PART-TIME EMPLOYEES**

**62.01 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 Staff Relations Act*.

**General**

**62.02** 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 and one-half (37 1/2).

**62.03** Part-time employees are entitled to overtime compensation in accordance with subparagraphs (ii) and (iii) of the overtime definition in paragraph 2.01.

**62.04** 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 and one-half (37 1/2) hours.

**Specific Application of this Agreement**

**62.05 Reporting Pay**

Subject to clause 62.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with sub-paragraph 31.01(a) of this collective 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.

**62.06 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**

**62.07** 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.

**62.08** 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 and one-half (7 1/2) hours and double time (2T) thereafter.

**62.09** 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 62.08, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

### **62.10 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, prorated and calculated as follows:

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

**62.11 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.

**62.12 Vacation and Sick Leave Administration**

- (a) For the purposes of administration of clauses 62.10 and 62.11, 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.

**62.13 Bereavement Leave**

Notwithstanding clause 62.02, there shall be no prorating of a "day" in Article 51, Bereavement Leave With Pay.

**62.14 Severance Pay**

Notwithstanding the provisions of Article 63 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 63**  
**SEVERANCE PAY**

**63.01** Under the following circumstances and subject to clause 63.02, 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) Lay-off**

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

**(b) Resignation**

On resignation, subject to paragraph 63.01(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 and one-half (13 1/2) but less than thirty (30) hours a week, and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*,

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

**(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 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 Section 11(2)(g) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

- (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 Section 11(2)(g) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

**63.02** 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 63.01 be pyramided.

**63.03 Appointment to a separate Employer organization**

Notwithstanding paragraph 63.01(b), an employee who resigns to accept an appointment with an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* may choose not to be paid severance pay provided that the appointing organization will accept the employee's Part I service for its severance pay entitlement.

**ARTICLE 64**

**PAY ADMINISTRATION**

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

**64.02** 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.



**64.03**

- (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 commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day this Agreement is signed or when an arbitral award is rendered therefore;
  - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the groups identified in Article 9 of this Agreement during the retroactive period;
  - (iii) rates of pay shall be paid in an amount equal to what would have been paid had this Agreement been signed or an arbitral award rendered therefore on the effective date of the revision in rates of pay;
  - (iv) in order for former employees or, in the case of death, for the former employees’ representatives to receive payment in accordance with subparagraphs (b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;
  - (v) no payment or no notification shall be made pursuant to paragraph 64.03(b) for one (\$1) dollar or less.

**64.04** 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.

**64.05** 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.

**64.06** 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.

**64.07**

- (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.

**64.08** 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..

**ARTICLE 65**  
**AGREEMENT REOPENER**

**65.01** This collective agreement may be amended by mutual consent.

**ARTICLE 66**  
**DURATION**


**66.01** The duration of this collective agreement shall be from the date it is signed to June 21, 1999.

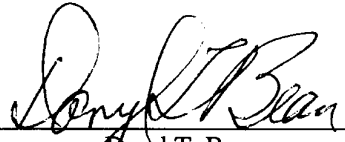
**66.02** Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date it is signed.


SIGNED AT OTTAWA, this 26<sup>th</sup> day of the month of March 1999.

THE TREASURY BOARD OF  
CANADA

THE PUBLIC SERVICE  
ALLIANCE OF CANADA

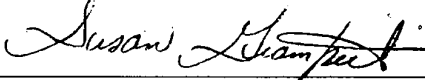
  
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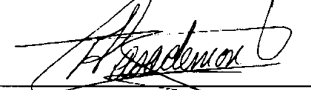
  
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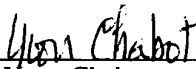
  
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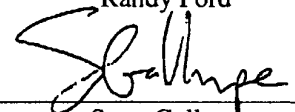
  
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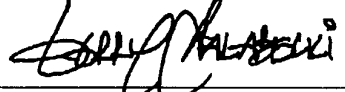
  
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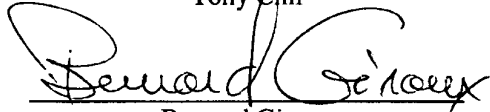
  
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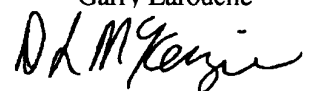
  
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Gerry Halabecki

  
Tony Chir


  
Garry Larouche

  
Bernard Giroux

  
Darrell-Lee McKenzie


THE TREASURY BOARD OF  
CANADA

THE PUBLIC SERVICE  
ALLIANCE OF CANADA



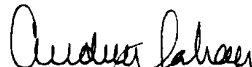
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Lionel Provost



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Audrey Lahay



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Patrice Robin




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Brett Moore



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Gwen Rutherford



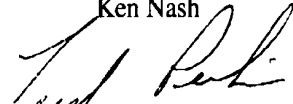
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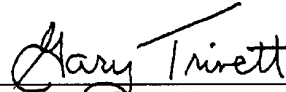
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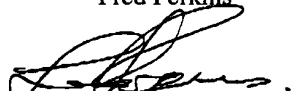
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Fred Perkins



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Gary Trivett




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Lew Rogers




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Donald Sherritt



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Bud Streeter



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David A Winston

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

(in dollars)

- A) Effective March 14, 1997**  
**B) Effective June 22, 1997**  
**C) Restructure - Effective June 22, 1998**  
**D) Effective June 22, 1998**

**DD-1**

From:	\$	20448	21165	21879	22599	23311	24026
To:	A	20570	21292	22010	22734	23451	24170
	B	20981	21718	22450	23189	23920	24653
	C	20981	21718	22450	23189	23920	24653
	D	21401	22152	22899	23653	24398	25146

From:	\$	24740					
To:	A	24888					
	B	25386					
	C	25386	26401				
	D	25894	26929				

**DD-2**

From:	\$	25198	26132	27051	27985	28910	29835
To:	A	25349	26289	27213	28153	29083	30014
	B	25856	26815	27757	28716	29665	30614
	C	25856	26815	27757	28716	29665	30614
	D	26373	27351	28312	29290	30258	31226

From:	\$	30768					
To:	A	30952					
	B	31571					
	C	31571	32834				
	D	32202	33491				

**DD-3**

From:	\$	31005	32043	33090	34129	
To:	A	31191	32235	33288	34333	
	B	31815	32880	33954	35020	
	C	31815	32880	33954	35020	36421
	D	32451	33538	34633	35720	37149

**DD-4**

From:	\$	31938	33069	34196	35325	36446
To:	A	32129	33267	34401	35537	36664
	B	32772	33932	35089	36248	37397
	C	32772	33932	35089	36248	37397
	D	33427	34611	35791	36973	38145

From:	\$	37568				
To:	A	37793				
	B	38549				
	C	38549	40091			
	D	39320	40893			

**DD-5**

From:	\$	37369	38666	39961	41259	
To:	A	37593	38898	40200	41506	
	B	38345	39676	41004	42336	
	C	38345	39676	41004	42336	44029
	D	39112	40470	41824	43183	44910

**DD-6**

From:	\$	40103	41504	42898	44300	
To:	A	40343	41753	43155	44565	
	B	41150	42588	44018	45456	
	C	41150	42588	44018	45456	47274
	D	41973	43440	44898	46365	48219

**DD-7**

From:	\$	43558	45091	46624	48159	
To:	A	43819	45361	46903	48447	
	B	44695	46268	47841	49416	
	C	44695	46268	47841	49416	51393
	D	45589	47193	48798	50404	52421

**DD-8**

From:	\$	45838	47471	49098	50716	
To:	A	46113	47755	49392	51020	
	B	47035	48710	50380	52040	
	C	47035	48710	50380	52040	54122
	D	47976	49684	51388	53081	55204

**DD-9**

From:	\$	47872	49577	51285	52986	
To:	A	48159	49874	51592	53303	
	B	49122	50871	52624	54369	
	C	49122	50871	52624	54369	56544
	D	50104	51888	53676	55456	57675

**DRAFTING AND ILLUSTRATION GROUP****PAY NOTES****Restructuring**

1. All employees who have been at the maximum of their level for at least twelve (12) months on June 22, 1998 will move to the new maximum on June 22, 1998.
2. **Full-Time Employees**  
  
The pay increment period for full-time employees at levels DD-1 and DD-2 is 26 weeks and for full-time employees at levels DD-3 to DD-9 is 52 weeks.
3. **Part-Time Employees**
  - (a) Part-time employees at levels DD-3 to DD-9 shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.

- (b) Part-time employees at levels DD-1 and DD-2 shall be eligible to receive a pay increment when the employee has worked a total of nine hundred and seventy-five (975) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.



**APPENDIX "A"****EG - ENGINEERING AND SCIENTIFIC SUPPORT GROUP****ANNUAL RATES OF PAY**

(in dollars)

- A) **Effective June 22, 1997**  
 B) **Restructure - June 22, 1998**  
 C) **Effective June 22, 1998**  
 D) **Restructure - Effective March 22, 1999**

**EG- TECHNOLOGICAL INSTITUTE RECRUITMENT**

From:	\$	18457	to	27845
To:	A	18826	to	28402
	B	18826	to	28402
	C	19203	to	28970
	D	19203	to	28970

**EG-1**

From:	\$	28200	29328	30500	31721	32988	34309
To:	A	28764	29915	31110	32355	33648	34995
	B	28764	29915	31110	32355	33648	34995 36395
	C	29339	30513	31732	33002	34321	35695 37123
	D		30513	31732	33002	34321	35695 37123

**EG-2**

From:	\$	31019	32262	33550	34893	36288	37739
To:	A	31639	32907	34221	35591	37014	38494
	B	31639	32907	34221	35591	37014	38494 40034
	C	32272	33565	34905	36303	37754	39264 40835
	D		33565	34905	36303	37754	39264 40835

**EG-3**

From:	\$	34122	35487	36905	38382	39916	41513
To:	A	34804	36197	37643	39150	40714	42343
	B	34804	36197	37643	39150	40714	42343 44037
	C	35500	36921	38396	39933	41528	43190 44918
	D		36921	38396	39933	41528	43190 44918

**EG-4**

From:	\$	37535	39035	40596	42222	43910	45665	
To:	A	38286	39816	41408	43066	44788	46578	
	B	38286	39816	41408	43066	44788	46578	48441
	C	39052	40612	42236	43927	45684	47510	49410
	D		40612	42236	43927	45684	47510	49410

**EG-5**

From:	\$	41285	42937	44655	46442	48299	50232	
To:	A	42111	43796	45548	47371	49265	51237	
	B	42111	43796	45548	47371	49265	51237	53286
	C	42953	44672	46459	48318	50250	52262	54352
	D		44672	46459	48318	50250	52262	54352

**EG-6**

From:	\$	45415	47232	49121	51086	53129	55254	
To:	A	46323	48177	50103	52108	54192	56359	
	B	46323	48177	50103	52108	54192	56359	58613
	C	47249	49141	51105	53150	55276	57486	59785
	D		49141	51105	53150	55276	57486	59785

**EG-7**

From:	\$	49957	51955	54034	56195	58443	60780	
To:	A	50956	52994	55115	57319	59612	61996	
	B	50956	52994	55115	57319	59612	61996	64476
	C	51975	54054	56217	58465	60804	63236	65766
	D		54054	56217	58465	60804	63236	65766

**EG-8**

From:	\$	54954	57152	59438	61814	64287	66859	
To:	A	56053	58295	60627	63050	65573	68196	
	B	56053	58295	60627	63050	65573	68196	70924
	C	57174	59461	61840	64311	66884	69560	72342
	D		59461	61840	64311	66884	69560	72342

**APPENDIX "A"**

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

- A) Effective June 22, 1997**  
**B) Effective June 22, 1998**

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

**EG- TECHNOLOGICAL INSTITUTE RECRUITMENT**

From:	\$	18457	to *	27845
To:	A	18826	to *	28402
	B	19203	to *	28970

\* (with increments of \$60)

**EG-1**

From:	\$	23768	24601	25459	26353
To:	A	24243	25093	25968	26880
	B	24728	25595	26487	27418

**EG-2**

From:	\$	25835	26741	27676	28642
To:	A	26352	27276	28230	29215
	B	26879	27822	28795	29799

**EG-3**

From:	\$	27878	28972	30055	31135
To:	A	28436	29551	30656	31758
	B	29005	30142	31269	32393

**EG-4**

From:	\$	30012	31196	32374	33554
To:	A	30612	31820	33021	34225
	B	31224	32456	33681	34910

**EG-5**

From:	\$	32458	33741	35031	36320
To:	A	33107	34416	35732	37046
	B	33769	35104	36447	37787

**EG-6**

From:	\$	35298	36720	38141	39555
To:	A	36004	37454	38904	40346
	B	36724	38203	39682	41153

**EG-7**

From:	\$	38120	39666	41204	42749
To:	A	38882	40459	42028	43604
	B	39660	41268	42869	44476

**EG-8**

From:	\$	43343	45133	46920	48699
To:	A	44210	46036	47858	49673
	B	45094	46957	48815	50666

**EG-9**

From:	\$	47658	49649	51634	53608
To:	A	48611	50642	52667	54680
	B	49583	51655	53720	55774

**EG-10**

From:	\$	54995	57314	59629	61949
To:	A	56095	58460	60822	63188
	B	57217	59629	62038	64452

**EG-11**

From:	\$	59320	61828	64337	66859
To:	A	60506	63065	65624	68196
	B	61716	64326	66936	69560

**ENGINEERING AND SCIENTIFIC SUPPORT GROUP  
PAY NOTES**

**1. Part-Time Employees**

- (a) Part-time employees at levels EG-1 to EG-8 shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.
- (b) Part-time employees at the EG recruitment level shall be eligible to receive a pay increment when the employee has worked a total of nine hundred and seventy-five (975) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.

**2. T.I.R.L.**

- (a) Graduates of a Technological Institute will, on appointment, be assigned to the EG Recruiting Level and will be paid at the rate determined by the Employer for the year of appointment.
- (b) The pay increment period for employees paid in the EG Recruiting Level scale of rates shall be six (6) months, and the pay increment shall be to a rate which is one hundred and twenty dollars (\$120) higher than the employee's former rate, or if there is no such rate, to the maximum of the pay range.
- (c) An employee being paid in the EG Recruitment Level shall not have his/her rate of pay increased on the above effective dates.

- (d) An employee paid in the EG Recruiting Level on June 22, 1997 or June 22, 1998, during the year following his/her appointment to that level will be transferred to the EG level for which he/she is qualified at the rate nearest to but not less than that at which he/she is being paid. The transfer shall take place prior to the application of any economic adjustment of the pay scales which may take effect on either June 22, 1997 or June 22, 1998, as applicable, the employee shall be granted the increment prior to the employee's transfer.
3. Subject to Pay Note 1, 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 below as calculated from the date of the promotion, demotion or appointment from outside the Public Service. Subject to Pay Note 1, 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. The pay increment period for full-time employees is fifty two (52) weeks.

### **Restructuring**

4. All employees who have been at the maximum of their level for at least twelve (12) months on June 22, 1998 will move to the new maximum on June 22, 1998.
5. All employees at the minimum of a level for which a restructuring is effective March 22, 1999 will move to the new minimum of their level on March 22, 1999.

**APPENDIX "A"**

**GT - GENERAL TECHNICAL GROUP**  
**ANNUAL RATES OF PAY**  
(in dollars)

- A) Effective June 22, 1997**  
**B) Restructure - June 22, 1998**  
**C) Effective June 22, 1998**

**GT- TECHNOLOGICAL INSTITUTE RECRUITMENT**

From:	\$	16608	to	26835
To:	A	16940	to	27372
	B	16940	to	27372
	C	17279	to	27919

**GT-1**

From:	\$	28652	29440	30229	31015	
To:	A	29225	30029	30834	31635	
	B	29225	30029	30834	31635	32900
	C	29810	30630	31451	32268	33558

**GT-2**

From:	\$	32859	33811	34764	35715	
To:	A	33516	34487	35459	36429	
	B	33516	34487	35459	36429	37886
	C	34186	35177	36168	37158	38644

**GT-3**

From:	\$	36746	37849	38959	40064	
To:	A	37481	38606	39738	40865	
	B	37481	38606	39738	40865	42500
	C	38231	39378	40533	41682	43350

**GT-4**

From:	\$	41402	42686	43975	45263	
To:	A	42230	43540	44855	46168	
	B	42230	43540	44855	46168	48015
	C	43075	44411	45752	47091	48975

**GT-5**

From:	\$	46472	47895	49326	50807	
To:	A	47401	48853	50313	51823	
	B	47401	48853	50313	51823	53896
	C	48349	49830	51319	52859	54974

**GT-6**

From:	\$	51427	53106	54795	56481	
To:	A	52456	54168	55891	57611	
	B	52456	54168	55891	57611	59915
	C	53505	55251	57009	58763	61113

**GT-7**

From:	\$	58935	60917	62900	64783	
To:	A	60114	62135	64158	66079	
	B	60114	62135	64158	66079	68722
	C	61316	63378	65441	67401	70096

**GT-8**

From:	\$	66855	68973	71081	73190	
To:	A	68192	70352	72503	74654	
	B	68192	70352	72503	74654	77640
	C	69556	71759	73953	76147	79193

**GENERAL TECHNICAL GROUP**

**PAY NOTES**

1. An employee at levels 1 through 8 who is paid in the present scale of rates shall, on the relevant effective dates, be paid at the rate immediately below that rate.
2. An employee at the Recruiting Level shall not have his or her rate of pay increased on the above effective dates.
3. An employee at the Recruiting Level will be paid in accordance with Pay Note 7.



4. **Part-Time Employees**

- (a) Part-time employees at levels GT-1 to GT-8 shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.
- (b) Part-time employees at the GT recruitment level shall be eligible to receive a pay increment when the employee has worked a total of nine hundred and seventy-five (975) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.

5. Subject to Pay Note 4, 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. The pay increment period for a full-time employee is twelve (12) months.

6. 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.

7. **T.I.R.L.**

- (a) Graduates of a Technological Institute will, on appointment, be assigned to the Recruiting Level and will be paid at the rate determined by the Employer for the year of appointment.

- (b) The pay increment period for employees paid in the Recruiting Level scale of rates shall be six (6) months, and the pay increment shall be to a rate which is one hundred and twenty dollars (\$120) higher than the employee's former rate, or if there is no such rate, to the maximum of the pay range.
  - (c) Employees paid in the Recruiting Level on June 22, 1997 or June 22, 1998, during the year following their appointment to that level, will be transferred to the level for which they are qualified at the rate nearest to but not less than that at which they are being paid. The transfer shall take place prior to the application of any economic adjustment of the pay scales which may take effect on either June 22, 1997 or June 22, 1998, as applicable, the employee shall be granted the increment prior to the employee's transfer.
8. 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.

### **Restructuring**

9. All employees who have been at the maximum of their level for at least twelve (12) months on June 22, 1998 will move to the new maximum on June 22, 1998.

**APPENDIX "A"****PY - PHOTOGRAPHY GROUP****ANNUAL RATES OF PAY**

(in dollars)

- A) Effective March 16, 1997**  
**B) Effective June 22, 1997**  
**C) Restructure - Effective June 22, 1998**  
**D) Effective June 22, 1998**

**PY-1**

From:	\$	22610	23208	23812	24408	
To:	A	22743	23345	23952	24552	
	B	23198	23812	24431	25043	
	C	23198	23812	24431	25043	26045
	D	23662	24288	24920	25544	26566

**PY-2**

From:	\$	25825	26554	27279	27996	
To:	A	25977	26710	27440	28161	
	B	26497	27244	27989	28724	
	C	26497	27244	27989	28724	29873
	D	27027	27789	28549	29298	30470

**PY-3**

From:	\$	28148	28957	29777	30590	
To:	A	28314	29128	29952	30770	
	B	28880	29711	30551	31385	
	C	28880	29711	30551	31385	32640
	D	29458	30305	31162	32013	33293

**PY-4**

From:	\$	30379	31282	32192	33096	
To:	A	30558	31466	32382	33291	
	B	31169	32095	33030	33957	
	C	31169	32095	33030	33957	35315
	D	31792	32737	33691	34636	36021

**PY-5**

From:	\$	32056	32937	33845	34787	35809	
To:	A	32245	33131	34044	34992	36020	
	B	32890	33794	34725	35692	36740	
	C	32890	33794	34725	35692	36740	38210
	D	33548	34470	35420	36406	37475	38974

**PY-6**

From:	\$	34343	35375	36437	37528	38654	
To:	A	34545	35583	36652	37749	38882	
	B	35236	36295	37385	38504	39660	
	C	35236	36295	37385	38504	39660	41246
	D	35941	37021	38133	39274	40453	42071

**PY-7**

From:	\$	36605	37703	38835	39999	41199	
To:	A	36821	37925	39064	40235	41442	
	B	37557	38684	39845	41040	42271	
	C	37557	38684	39845	41040	42271	43962
	D	38308	39458	40642	41861	43116	44841

**PHOTOGRAPHY GROUP****PAY NOTES****Restructuring**

1. All employees who have been at the maximum of their level for at least twelve (12) months on June 22, 1998 will move to the new maximum on June 22, 1998.

2. **Full-Time Employees**

The pay increment period for full-time employees is twelve (12) months.

3. **Part-Time Employees**

Part-time employees shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.

**APPENDIX "A"****PI - PRIMARY PRODUCTS INSPECTION GROUP****ANNUAL RATES OF PAY**

(in dollars)

- A) Effective April 27, 1997**  
**B) Effective June 22, 1997**  
**C) Restructure - Effective June 22, 1998**  
**D) Effective June 22, 1998**

**PI-1**

From:	\$	25356	27054	28097	29142	30182
To:	A	25441	27145	28191	29240	30283
	B	25950	27688	28755	29825	30889
	C	25950	27688	28755	29825	30889
	D	26469	28242	29330	30422	31507

From:	\$	31222				
To:	A	31327				
	B	31954				
	C	31954	33232			
	D	32593	33897			

**PI-2**

From:	\$	30177	31307	32444	33580	
To:	A	30278	31412	32553	33693	
	B	30884	32040	33204	34367	
	C	30884	32040	33204	34367	35742
	D	31502	32681	33868	35054	36457

**PI-3**

From:	\$	32624	33876	35118	36367	
To:	A	32734	33990	35236	36489	
	B	33389	34670	35941	37219	
	C	33389	34670	35941	37219	38708
	D	34057	35363	36660	37963	39482

**PI-4**

From:	\$	34789	36131	37488	38831	40172	
To:	A	34906	36252	37614	38961	40307	
	B	35604	36977	38366	39740	41113	
	C	35604	36977	38366	39740	41113	42758
	D	36316	37717	39133	40535	41935	43613

**PI-5**

From:	\$	39771	41344	42925	44497		
To:	A	39905	41483	43069	44647		
	B	40703	42313	43930	45540		
	C	40703	42313	43930	45540	47362	
	D	41517	43159	44809	46451	48309	

**PI-6**

From:	\$	43775	45531	47282	49039		
To:	A	43922	45684	47441	49204		
	B	44800	46598	48390	50188		
	C	44800	46598	48390	50188	52196	
	D	45696	47530	49358	51192	53240	

**APPENDIX "A"****PI - PRIMARY PRODUCTS INSPECTION GROUP****ANNUAL RATES OF PAY**

(in dollars)

- A) Effective April 27, 1997
- B) Effective June 22, 1997
- C) Restructure - Effective June 22, 1998
- D) Effective June 22, 1998

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

From:	\$	25356	30501	31543	32584	33625
To:	A	25441	30603	31649	32693	33738
	B	25950	31215	32282	33347	34413
	C	25950	31215	32282	33347	34413
	D	26469	31839	32928	34014	35101

From:	\$	34668				
To:	A	34784				
	B	35480				
	C	35480	36899			
	D	36190	37637			

**PI-2-CGC**

From:	\$	33619	34752	35888	37022	
To:	A	33732	34869	36009	37146	
	B	34407	35566	36729	37889	
	C	34407	35566	36729	37889	39405
	D	35095	36277	37464	38647	40193

**PI-3-CGC**

From:	\$	36065	37320	38564	39812	
To:	A	36186	37445	38694	39946	
	B	36910	38194	39468	40745	
	C	36910	38194	39468	40745	42375
	D	37648	38958	40257	41560	43223



**PI-4-CGC**

From:	\$	38234	39579	40932	42274	43618	
To:	A	38362	39712	41070	42416	43765	
	B	39129	40506	41891	43264	44640	
	C	39129	40506	41891	43264	44640	46426
	D	39912	41316	42729	44129	45533	47355

**PI-5-CGC**

From:	\$	43216	44790	46370	47941		
To:	A	43361	44940	46526	48102		
	B	44228	45839	47457	49064		
	C	44228	45839	47457	49064	51027	
	D	45113	46756	48406	50045	52048	

**PI-6-CGC**

From:	\$	47217	48973	50725	52483		
To:	A	47376	49138	50895	52659		
	B	48324	50121	51913	53712		
	C	48324	50121	51913	53712	55860	
	D	49290	51123	52951	54786	56977	

**PRIMARY PRODUCTS INSPECTION GROUP****PAY NOTES****1. Full-Time Employees**

The pay increment period for full-time employees is twelve (12) months.

**2. Part-Time Employees**

Part-time employees at shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.

3. The pay increment date for an employee appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after December 13, 1974 shall be the first Monday following the pay increment period listed below as calculated from the date of the promotion, demotion or appointment from outside the Public Service. The pay increment periods listed below will not apply to employees appointed prior to December 13, 1974.

**Restructuring**

4. All employees who have been at the maximum of their level for at least twelve (12) months on June 22, 1998 will move to the new maximum on June 22, 1998.

**APPENDIX "A"**

**TI - TECHNICAL INSPECTION GROUP**  
**ANNUAL RATES OF PAY**  
(in dollars)

- A) Effective June 22, 1997**  
**B) Restructure - June 22, 1998**  
**C) Effective June 22, 1998**

**TI- TECHNOLOGICAL INSTITUTE RECRUITMENT**

From:	\$	16608	to	26835
To:	A	16940	to	27372
	B	16940	to	27372
	C	17279	to	27919

**TI-1**

From:	\$	30036	30879	31726	32577	
To:	A	30637	31497	32361	33229	
	B	30637	31497	32361	33229	34558
	C	31250	32127	33008	33894	35249

**TI-2**

From:	\$	31663	32576	33480	34386	
To:	A	32296	33228	34150	35074	
	B	32296	33228	34150	35074	36477
	C	32942	33893	34833	35775	37207

**TI-3**

From:	\$	35501	36563	37616	38672	
To:	A	36211	37294	38368	39445	
	B	36211	37294	38368	39445	41023
	C	36935	38040	39135	40234	41843

**TI-4**

From:	\$	39084	40279	41475	42671	
To:	A	39866	41085	42305	43524	
	B	39866	41085	42305	43524	45265
	C	40663	41907	43151	44394	46170

**TI-5**

From:	\$	43635	45013	46391	47764	
To:	A	44508	45913	47319	48719	
	B	44508	45913	47319	48719	50668
	C	45398	46831	48265	49693	51681

**TI-6**

From:	\$	49021	50615	52206	53798	
To:	A	50001	51627	53250	54874	
	B	50001	51627	53250	54874	57069
	C	51001	52660	54315	55971	58210

**TI-7**

From:	\$	53962	55676	57400	59119	
To:	A	55041	56790	58548	60301	
	B	55041	56790	58548	60301	62713
	C	56142	57926	59719	61507	63967

**TI-8**

From:	\$	59901	61911	63916	65770	
To:	A	61099	63149	65194	67085	
	B	61099	63149	65194	67085	69768
	C	62321	64412	66498	68427	71163

**TECHNICAL INSPECTION GROUP**

**PAY NOTES**

1. An employee at levels 1 through 8 who is paid in the present scale of rates shall, on the relevant effective dates, be paid at the rate immediately below that rate.
2. An employee at the Recruiting Level shall not have his or her rate of pay increased on the above effective dates.
3. An employee at the Recruiting Level will be paid in accordance with Pay Note 7.

4. **Part-Time Employees**

- (a) Part-time employees at levels TI-1 to TI-8 shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.
- (b) Part-time employees at the TI recruitment level shall be eligible to receive a pay increment when the employee has worked a total of nine hundred and seventy-five (975) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.

5. Subject to Pay Note 4, 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. The pay increment period for a full time employee is twelve (12) months.

6. 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.

7. **T.I.R.L.**

- (a) Graduates of a Technological Institute will, on appointment, be assigned to the Recruiting Level and will be paid at the rate determined by the Employer for the year of appointment.

- (b) The pay increment period for employees paid in the Recruiting Level scale of rates shall be six (6) months, and the pay increment shall be to a rate which is one hundred and twenty dollars (\$120) higher than the employee's former rate, or if there is no such rate, to the maximum of the pay range.
  - (c) Employees paid in the Recruiting Level on June 22, 1997 or June 22, 1998, during the year following their appointment to that level, will be transferred to the level for which they are qualified at the rate nearest to but not less than that at which they are being paid. The transfer shall take place prior to the application of any economic adjustment of the pay scales which may take effect on June 22, 1997 or June 22, 1998, as applicable, the employee shall be granted the increment prior to the employee's transfer.
8. 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 his or her 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.

### **Restructuring**

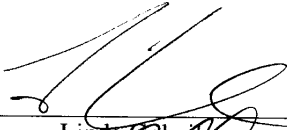
9. All employees who have been at the maximum of their level for at least twelve (12) months on June 22, 1998 will move to the new maximum on June 22, 1998.

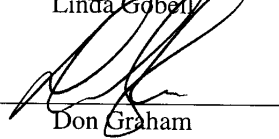
**MEMORANDA OF AGREEMENT**

The following Appendices shall be effective on the date of signature and shall expire on June 21, 1999.

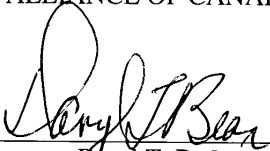
SIGNED AT OTTAWA, this 26<sup>th</sup> day of the month of March 1999.

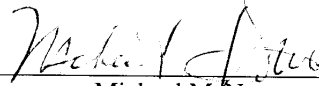
THE TREASURY BOARD OF  
CANADA

  
\_\_\_\_\_  
Linda Gobel

  
\_\_\_\_\_  
Don Graham

THE PUBLIC SERVICE  
ALLIANCE OF CANADA

  
\_\_\_\_\_  
Daryl T. Bean

  
\_\_\_\_\_  
Michael McNamara

**APPENDIX "B"****HOURS OF WORK AND OVERTIME  
APPLICABLE TO PARK WARDENS**

- 25.01** Hours of work shall be scheduled so that Park Wardens, on a weekly basis, work an average of thirty-seven and one-half (37 1/2) hours and five (5) days per week.
- 25.02** An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.
- 25.03** The Employer agrees that, before a schedule of working hours is changed, the changes will be discussed with the appropriate representative of the Alliance, if the change will affect a majority of the employees governed by the schedule.
- 25.04** 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.
- 25.05** 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 collective agreement.
- 25.06** 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.
- 25.07** Park Wardens are entitled to receive compensation at straight-time rates for all hours worked, other than hours worked on a day of rest or on a designated paid holiday, up to an average of seventy-five (75) hours over a two (2)-week period and compensation at time and one-half (1 1/2) for all other hours worked.



**25.08** Park Wardens are entitled to receive compensation at time and one-half (1 1/2) rates for work performed on the first (1<sup>st</sup>) day of rest and compensation at double (2) time for work performed on the second and subsequent days of rest where two (2) or more contiguous days of rest are indicated by the schedule.

**25.09** 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.

**25.10** 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.

**25.11** Overtime shall be compensated in cash, except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.

**25.12** The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

Compensatory leave with pay not used by the end of the fiscal year, will be paid for in cash. Such payments will be at the employee's daily rate of pay.

**25.13** The Employer shall endeavour to pay cash overtime compensation in the pay period following that in which the credits were earned.

**25.14** When an employee is required to work either contiguous or non-contiguous overtime, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

**Meal Allowance**

**25.15**

- (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 nine dollars (\$9) 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 additional meal in the amount of seven dollars (\$7) 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.

**APPENDIX "C"**

**MEMORANDUM OF UNDERSTANDING  
CONCERNING PARK WARDENS  
IN THE GENERAL TECHNICAL BARGAINING UNIT  
EMPLOYED BY THE DEPARTMENT OF  
ENVIRONMENT AT MOUNT REVELSTOKE AND  
GLACIER NATIONAL PARKS - PARK  
WARDEN SERVICE, ROGERS PASS**

**(GT - 406 GT - App. B)**

1. The undersigned agree that the above-mentioned work unit employees who are required to be on standby status at Rogers Pass, B.C. instead of their residences in Golden and Revelstoke, B.C., as the case may be, for the purpose of carrying out duties on the Trans-Canada Highway related to avalanche control shall not be entitled to be paid in accordance with Article 30, Standby, of this collective agreement.
2. In lieu, it is agreed that those employees in the Park Warden Service 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 stand-by status at Rogers Pass;
    - (b) overnight bachelor bunk house 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 Rogers Pass shall be immediately available at Rogers Pass 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 status who is called in to work and who reports for work immediately shall be compensated in accordance with the call-back provisions of this collective agreement.

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.
4. The Public Service Alliance of Canada agrees it will not support any grievance arising out of 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 Park Warden Service, Rogers Pass. Neither party to this memorandum shall rely on this initiative as a precedent to justify similar arrangements for other units in the Park Warden Service in any other location the Department of Canadian Heritage (formerly the Department of Environment) (Parks Canada) during the lifetime of this memorandum.
6. This memorandum does not apply to employees of the above-mentioned work unit residing at Rogers Pass.

**APPENDIX "D"**

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

**(GT - 406 - new)**

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 bunk house 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 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.

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 "E"**

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

**(GT - 406 GT - App. F)**

The Employer and the Public Service Alliance of Canada agree, for the term of this collective agreement, which expires on June 21, 1991, that Fishery Officers working on off-shore surveillance and employed with the Department of Fisheries and Oceans will work an average of nine and one-half (9 1/2) 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. 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 and one-half (37 1/2) 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 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, severance pay and in the application of Pay Note 8 (pay increment periods) time spent by employees in Surveillance Mode shall be deemed to be seven and one-half (7 1/2) hours per day and/or thirty-seven and one-half (37 1/2) 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 and one-half (7 1/2) 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 sub-clauses 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 and one-half (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 and one-half (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 "F"**

**MEMORANDUM APPLICABLE TO  
CERTAIN EMPLOYEES OF 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)**

**(GT-406 GT- App. I)**

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 Co-ordination 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 as follows:

25.09

For employees who work on a rotating or irregular basis, the normal hours of work of thirty seven and one-half (37 1/2) hours per week and seven and one-half (7 1/2) hours per day may be arranged so that employees are scheduled:

- (a) to work an average of thirty-seven and one-half (37 1/2) hours per week;
- (b) 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 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. Employees to whom this memorandum applies shall be subject to clauses 25.10 to 25.13 of this collective agreement.

**APPENDIX "G"**

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

**(GT - MOU - New)**

1. Notwithstanding the provision of Article 25 and Appendix "I" 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 and one-half (37 1/2) hours per week. In every such period, employees shall be granted days of rest on days not scheduled as normal work days 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 "H"**

**MEMORANDUM OF AGREEMENT  
APPLICABLE TO SURVIVAL INSTRUCTORS IN THE  
GENERAL TECHNICAL BARGAINING UNIT  
IN THE DEPARTMENT OF NATIONAL DEFENCE**

**(GT - 406 GT - App. H)**

This will confirm the understanding reached in negotiations that for the term of the collective agreement, which expires on June 21, 1991, that, notwithstanding the terms of the agreement, employees engaged as survival instructors in the Department of National Defence shall be compensated for all hours in excess of seven and one-half (7 1/2) 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 "I"**

**MEMORANDUM OF AGREEMENT  
APPLICABLE TO CERTAIN EMPLOYEES OF  
THE GENERAL TECHNICAL BARGAINING UNIT  
EMPLOYED BY THE DEPARTMENT OF FISHERIES AND OCEANS**

**(GT - 406 GT - App.C)**

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 clause 25.09 as follows:

**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 and one-half (37 1/2) 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 clause 28.01, Overtime Compensation, as follows:

#### **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 (1<sup>st</sup>) 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 sub-clause 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 “J”**

**MEMORANDUM OF AGREEMENT  
CONCERNING EMPLOYEES OF THE ENGINEERING  
AND SCIENTIFIC SUPPORT BARGAINING UNIT  
WHO ARE REQUIRED TO BE  
ON STANDBY AT ROGERS PASS, B.C.**

**(EG - 405 EG-MOA-2)**

1. Notwithstanding Article 30 of this collective agreement, employees who are required to be on standby at Rogers Pass, B.C. instead of their residences at Revelstoke or Golden, B.C. for avalanche control on the Trans-Canada Highway will not be paid the standby pay provided in the collective agreement.
2. In lieu of this, it is agreed that the employees in the Snow Research and Avalanche Warning Group (section) will receive the following compensation for standby:
  - (a) four (4) hours pay at the employee’s regular straight time hourly rate of pay for each eight (8) consecutive hours or portion thereof that the employee is designated as being on standby at Rogers Pass;
  - (b) overnight bachelor bunk house accommodation to be provided by the Employer at no cost to the employee;
  - (c) supper and breakfast to be provided by the Employer at no cost to the employee.

An employee designated by letter or list for standby duty at Rogers Pass shall be immediately available at Rogers Pass during the employee’s period of standby.

In designating employees for standby, the Employer will endeavour to provide for an equitable distribution of standby duties.

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

4. An employee on standby who is called in to work and who reports for work shall be compensated in accordance with the call-back provisions of this collective agreement.
5. 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 Agreement.
6. This Memorandum of Agreement may be terminated by either party with sixty (60) days written notice to the other party prior to its date of expiry.
7. It is expressly understood that the terms of this agreement are intended to allow for an experimental application of standby pay for the Snow Research and Avalanche Warning Section, Rogers Pass. Neither party to this agreement shall use this experimental initiative as a precedent to justify similar arrangements for other units in the Engineering and Scientific Support Group in any other location of the Department of Canadian Heritage (formerly the Department of Environment) (Parks Canada) during the lifetime of this agreement.

**APPENDIX “K”****MEMORANDA OF AGREEMENT  
CONCERNING EMPLOYEES OF THE ENGINEERING  
AND SCIENTIFIC SUPPORT BARGAINING UNIT IN  
FOREST RESEARCH CENTRES****(EG - 405 EG-MOA-1)**

Notwithstanding the provisions of Article 25, Hours of Work, and Article 28, Overtime, the following provisions shall apply to employees of the Newfoundland and Labrador Region of the Forest Research Centres of the Canadian Forestry Service 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 specified number of earned days of rest. The schedule will contain the specified hours of work for each day, including starting and quitting times and, except as provided in paragraph 3 below, the normal daily hours of work shall be consecutive and, with the exception of a lunch break, shall not exceed seven and one-half (7 1/2) hours.

It is agreed that, in order to achieve a shorter work schedule, the daily hours may be extended by mutual agreement up to eight (8) hours and twenty (20) minutes for certain work units.

Except as provided above, a work schedule shall normally not exceed a combination of twenty (20) consecutive calendar days of work and eight (8) days of rest. 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 extended on a prorated basis.

All work performed: (a) in excess of seven and one-half (7 1/2) hours per day [or, in the case of paragraph 3 above, eight (8) hours and twenty (20) minutes per day] on a scheduled working day; (b) on any of the employees' scheduled days of rest; (c) on holidays; or (d) on a scheduled working day to which a holiday has been moved in accordance with Article 26.03 of this agreement, shall be compensated in accordance with this collective agreement.

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

**APPENDIX "L"****MEMORANDUM OF AGREEMENT  
CONCERNING EMPLOYEES OF THE ENGINEERING  
AND SCIENTIFIC SUPPORT BARGAINING UNIT  
IN THE SEA LAMPREY CONTROL UNIT****(EG - 405 EG-MOA-4)**

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 specified number of earned days of rest. The schedule will not contain the hours of work on each day and the starting and quitting time 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 and one-half (7 1/2) hours and, accordingly, Article 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. 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 extended on a prorated basis.

All work performed: (a) in excess of seven and one-half (7 1/2) hours per day on a scheduled working day; (b) on any of the employees' scheduled days of rest; (c) on holidays; or (d) on a scheduled working day to which a holiday has been moved in accordance with Article 26.03 shall be compensated in accordance with this collective agreement.

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

**APPENDIX "M"****MEMORANDUM OF AGREEMENT  
CONCERNING EMPLOYEES OF THE ENGINEERING  
AND SCIENTIFIC SUPPORT BARGAINING UNIT  
EMPLOYED AT THE DEFENCE AND CIVIL INSTITUTE  
OF ENVIRONMENTAL MEDICINE****(EG - 405 EG-MOA-5)**

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 the Defence and Civil Institute of Environmental Medicine (DCIEM) 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 and one-half (7 1/2) 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 a clearance, ship's, or shallow water diver;  
and
  - (b) their duties include participating in dives;  
or
  - (c) they volunteer and are directed to participate in dives;  
at the rate of:
    - (1) sixty dollars (\$60) per month,  
or
    - (2) eighty dollars (\$80) per month after three (3) years,  
or
    - (3) one hundred dollars (\$100) per month after six (6) years for the period they are required to participate on a continuous basis as a member of Defence and Civil Institute of Environmental Medicine,  
or
    - (4) nine dollars (\$9) per day each day during which the employee participates on a casual basis in a dive, to a maximum of sixty dollars (\$60) in any calendar month.
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.

<b>COLUMN I Depth (in feet)</b>	<b>COLUMN II Depth (in metres)</b>	<b>COLUMN III Daily Rate</b>
50 - 250	15.24 - 76.20	\$15
251 - 600	76.50 - 182.88	\$25
Over 600	Over 182.88	\$35

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 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 "N"**

**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**

**(EG 405 EG-APP.B)**

**N-1 Diving Duty Allowance**

**N-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.

**N-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.

**N-2 Vacation Leave With Pay**

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

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

**N-3 National Consultation Committee**

**N-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.

**N-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.

**N-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.

#### **N-4     Transfer at Sea Allowance**

**N-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 "O"**

**MEMORANDUM OF AGREEMENT  
CONCERNING EMPLOYEES IN THE ENGINEERING  
AND SCIENTIFIC SUPPORT (EG) 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 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 "P"**

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

**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 and one-half (37 1/2) hours exclusive of lunch periods, comprising five (5) days of seven and one-half (7 1/2) 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 and one-half (8 1/2) 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 six (6) a.m. and six (6) p.m. 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 and one-half (37 1/2) hours per week and an average of five (5) days per week,
  - and
  - (ii) either seven and one-half (7 1/2) hours per day,

or

- (iii) an average of seven and one-half (7 1/2) 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 and one-half (37 1/2) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every 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 half or more of the hours worked fall on that day;

or

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

Accordingly, the first (1<sup>st</sup>) 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/her last scheduled shift; and the second (2<sup>nd</sup>) day of rest will start immediately after midnight of the employee's first (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 clauses 25.05(a) and 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 and one-half (7 1/2) 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 and one-half (37 1/2) 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**

Paragraph 23.05(b)(i), relating to the minimum period between the termination and commencement of the employee’s 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 and one half (7 1/2) 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 sub-paragraph (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 work day 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 "F" 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-quarter (1 3/4).

**APPENDIX "Q"**

**LETTER OF UNDERSTANDING  
CONCERNING THE  
PRIMARY PRODUCT INSPECTION,  
BARGAINING UNIT**

**RE: SUPPLEMENTAL EMPLOYMENT BENEFITS**

This letter is to give effect to the understanding reached by the Employer and the Alliance in negotiations for the renewal of the agreement covering the above specified bargaining unit.

Accordingly, the parties agree to meet to consult on this issue over the life of the collective agreement. Such consultation shall commence within thirty (30) days of the signing of this agreement.

**APPENDIX “R”**

**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  
THE PRIMARY PRODUCTS INSPECTORS  
(PI) GROUP BARGAINING UNIT**

**Preamble**

In an effort to resolve retention problems, the Employer will provide an Allowance to incumbents of PI-1 through PI-6 level positions in Vancouver and Prince Rupert for the performance of duties in the Primary Products Inspection Group.

1. On the date of signing of this memorandum of understanding, the parties agree that incumbents of positions identified above 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 grid:

<b>TERMINABLE ALLOWANCE</b>	
<b>Level</b>	<b>Monthly Payments January 1, 1999 to June 1, 1999*</b>
<b>PI-1</b>	\$250
<b>PI-2</b>	\$250
<b>PI-3</b>	\$416.67
<b>PI-4</b>	\$416.67
<b>PI-5</b>	\$250
<b>PI-6</b>	\$250

**\*Allowance is effective on the first (1<sup>st</sup>) day of each month**

- (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 ten (10) days' pay in the previous month.
- (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 64.07, 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, 1999.

**APPENDIX "S"**

**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  
THE TECHNICAL INSPECTION  
(TI) GROUP BARGAINING UNIT**

**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, and Public Works and Government Services 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 and Investigators who have knowledge 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 who have had extensive operational experience in the railway industry with qualifications in at least one of the following disciplines: locomotive engineer, conductor, breakperson, track specialist, dispatcher, equipment/ car/ locomotive inspector, mechanical officer, signal maintainer and operations officer.
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:

<b>TERMINABLE ALLOWANCE AVIATION</b>	
<b>Level</b>	<b>Monthly Payments January 1, 1999 to June 1, 1999*</b>
<b>TI-5</b>	\$246.92
<b>TI-6</b>	\$549.17
<b>TI-7</b>	\$759.83
<b>TI-8</b>	\$759.83

<b>TERMINABLE ALLOWANCE MARINE</b>	
<b>Level</b>	<b>Monthly Payments January 1, 1999 to June 1, 1999*</b>
<b>TI-5</b>	\$486.92
<b>TI-6</b>	\$916.67
<b>TI-7</b>	\$609.83
<b>TI-8</b>	\$609.83

<b>TERMINABLE ALLOWANCE RAILWAY SAFETY</b>	
<b>Level</b>	<b>Monthly Payments January 1, 1999 to June 1, 1999*</b>
<b>TI-7</b>	\$159.83
<b>TI-8</b>	\$159.83

**\*Allowance is effective on the first (1<sup>st</sup>) day of each month**

- (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 ten (10) days' pay in the previous month.
- (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 64.07, 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, 1999.

**APPENDIX "T"**

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

**(GT - 406 GT - App. E)  
(TI - 413 TI - App. B)  
(EG - 405 EG - MOA - 3)**

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 "U"**

**LETTER OF UNDERSTANDING  
CONCERNING THE TECHNICAL INSPECTION,  
ENGINEERING AND SCIENTIFIC SUPPORT,  
GENERAL TECHNICAL, PRIMARY PRODUCT INSPECTION,  
PHOTOGRAPHY AND DRAFTING AND  
ILLUSTRATION BARGAINING UNITS  
RE: CAPTIVE TIME ISSUE**

This letter is to give effect to the understanding reached by the Employer and the Alliance in negotiations for the renewal of agreements covering the above specified bargaining units.

Accordingly, the parties will consult on this issue over the life of the collective agreement. Such consultation shall commence within thirty (30) days of the signing of this agreement.

**APPENDIX "V"****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 operations,
  - (a) 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 N-N-4
  - (b) they shall receive a weekly sea duty allowance of thirty (30) hours compensation at the rate of time and one-half (1 1/2). Periods of less than seven (7) days will be prorated. Upon request and with the approval of the Employer, such time may be granted as compensatory leave at time 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.

2.
  - (a) Aircraft Maintenance Engineers who are required to perform flight duties other than test flights shall be paid an allowance of eighty dollars (\$80) 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 ten dollars and fifty cents (\$10.50) 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 work place 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 sea duty 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 “W”****WORK FORCE ADJUSTMENT****TABLE OF CONTENTS**

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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 Work Force Adjustment Appendix and that article, the present Work Force Adjustment Appendix will take precedence.

### Objectives

It is the policy of the Employer to maximise employment opportunities for indeterminate employees affected by work force 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 work force adjustment situation and for whom the deputy head knows or can predict employment availability will receive a guarantee of a reasonable job offer within the public service. Those employees for whom the deputy head cannot provide the guarantee will have access to transitional employment arrangements (as per Part VI and VII).

### Definitions

**Accelerated lay-off** (*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. Lay-off entitlements begin on the actual date of lay-off.

**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 work force adjustment situation.

**Alternation** (*échange de postes*) - occurs when an opting employee (not a surplus employee) who wishes to remain in the public service exchanges positions with a non-affected employee (the alternate) willing to leave the public service 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 public service to any body or corporation that is a separate employer or that is outside the public service.

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

**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 work force adjustment for whom the deputy head cannot guarantee a reasonable job offer. The Education Allowance is a cash payment, equivalent to the Transitional Support Measure (see Annex B), plus a reimbursement of tuition from a recognised learning institution, book and mandatory equipment costs, up to a maximum of seven thousand dollars (\$7,000).

**Guarantee of a reasonable job offer** (*garantie d'une offre d'emploi raisonnable*) - is a guarantee of an offer of indeterminate employment within the public service provided by the deputy head to an indeterminate employee who is affected by work force 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 employment availability in the public service. Surplus employees in receipt of this guarantee will not have access to the Options available in Part VI of this appendix.

**Home department** (*ministère d'attache*) - is a department or agency declaring an individual employee surplus.

**Laid off person** (*personne mise en disponibilité*) - is a person who has been laid off pursuant to PSEA 29(1) and who still retains a reappointment priority under PSEA 29(3).

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

**Lay-off priority** (*priorité de mise en disponibilité*) - a person who has been laid off is entitled to a priority for appointment without competition or appeal to a position in the public service for which, in the opinion of the PSC, they are qualified. This priority is accorded for one (1) year following the lay-off date, pursuant to subsection 29(3) of the *Public Service Employment Act*, or following the termination date, pursuant to paragraph 11(2.01) of the *Financial Administration Act*.

**Opting employee** (*employé-e optant*) - is an indeterminate employee whose services will no longer be required because of a work force adjustment situation and who has not received a guarantee of a reasonable job offer from the deputy head and who has ninety (90) days to consider the Options of Part 6.3 of this appendix.

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

**Priority administration system** (*système d’administration des priorités*) - is a system designed by the PSC to facilitate appointments of individuals entitled to statutory and regulatory priorities.

**Public Service** (*fonction publique*) - means the several positions in or under any department, agency, or other portion of the public service of Canada specified in Schedule I, Part I of the *Public Service Staff Relations Act (PSSRA)*, for which the PSC has the sole authority to appoint.

**Reasonable job offer** (*offre d’emploi raisonnable*) - is an offer of indeterminate employment within the public service, normally at an equivalent level but 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 in Type 1 and Type 2 of Part VII of this appendix.

**Reinstatement priority** (*priorité de réintégration*) - is an appointment priority accorded by the PSC, pursuant to the *Public Service Employment Regulations*, to certain individuals salary-protected under this appendix for the purpose of assisting such persons to re-attain an appointment level equivalent to that from which they were declared surplus.

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

**Relocation of work unit** (*réinstallation d'une unité de travail*) - is the authorised move of a work unit of any size to a place of duty 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 public service.

**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 by the PSC, pursuant to the *Public Service Employment Regulations*, to surplus employees to permit them to be appointed to other positions in the public service without competition or right of appeal.

**Surplus status** (*statut d'employé-e excédentaire*) - An indeterminate employee is in surplus status from the date he or she is declared surplus until the date of lay-off, 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 (1) 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 service in the public service, 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 mois pour trouver une offre d'emploi raisonnable*) - is one (1) of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer.

**Work force 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 relocate or an alternative delivery initiative.

### **Authorities**

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

### **Monitoring**

Departments 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 Work Force Adjustment are as follows:

*Canada Labour Code*, Part I.

*Financial Administration Act*, section 11.

Pay Rate Selection (*Treasury Board Manual*, Pay administration volume, chapter 3).

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

*Public Service Employment Act*, section 29.

*Public Service Employment Regulations*, sections 34, 35, 36, 37, 39 and 42.

*Public Service Staff Relations Act*, sections 48.1 and 49.

*Public Service Superannuation Act*, section 40.1.

Relocation Directive (*Treasury Board Manual*, Employee Services Volume, Chapter 3-1).

Travel Directive (*Treasury Board Manual*, Employee Services Volume, Chapter 1-1).

## **Enquiries**

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

Responsible officers in departmental headquarters may, in turn, direct questions regarding the application of this appendix to the Human Resources Management Group, Human Resources Branch, 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 human resource advisors or to the regional and district offices of the PSC responsible for their case. Responsible officers in departmental headquarters seeking interpretations and guidance may contact the Employment Equity and Priority Administration Division of the Recruitment Programs and Priority Administration Directorate, Resourcing and Learning Branch, Public Service Commission Canada.

## **Part I**

### **Roles and responsibilities**

#### **1.1 Departments**

**1.1.1** Since indeterminate employees who are affected by work force adjustment situations are not themselves responsible for such situations, it is the responsibility of departments 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 shall carry out effective human resource planning to minimise the impact of work force adjustment situations on indeterminate employees, on the department, and on the public service.

**1.1.3** Departments shall establish work force adjustment committees, where appropriate, to manage the work force adjustment situations within the department.

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

**1.1.5** Departments shall establish systems to facilitate redeployment or retraining of the department's affected employees, surplus employees, and laid-off persons.

**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:

- is being provided a guarantee of a reasonable job offer from the deputy head and that the employee will be in surplus status from that date on,
- or
- is an opting employee and has access to the Options of 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 lay-off date.

**1.1.7** Deputy heads will be expected to provide a guarantee of a reasonable job offer for those employees subject to work force adjustment for whom they know or can predict employment availability in the public service.

**1.1.8** Where a deputy head cannot provide a guarantee of a reasonable job offer, the deputy head will provide ninety (90) 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 either provide a guarantee of a reasonable job offer or access to the Options set out in 6.3 of this appendix, upon request of any indeterminate affected employee who can demonstrate that his or her duties have already ceased to exist.

**1.1.10** Departments shall send written notice to the PSC of the 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 shall advise and consult with the Alliance representatives as completely as possible regarding any work force 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.

**1.1.12** The home department shall recommend in writing to the PSC whether the employee is suitable for appointment. Where an employee is not considered suitable for appointment, the department shall advise the employee and the Alliance of that recommendation. The department shall send to the employee a copy of the written communication to the Public Service Commission, indicating the reasons for the recommendation together with any enclosures. The department shall also advise the employee that he or she may make oral or written submissions about the matter to the Public Service Commission before the PSC makes its decision. Where the Public Service Commission does not accept the department's recommendation, the department shall provide the surplus period required under this appendix, beginning on the date the department is advised of the decision. The department shall so advise the employee.

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

**1.1.14** Departments shall provide that employee with the official notification that he or she has become subject to a work force adjustment and shall remind them that Appendix "W" on Work Force Adjustment of this Agreement applies.

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

**1.1.16** Departments are responsible to counsel and advise their affected employees on their opportunities of finding continuing employment in the public service.

**1.1.17** Appointment of surplus employees to alternative positions, whether 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 shall avoid appointment to a lower level except where all other avenues have been exhausted.

**1.1.18** Home departments 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.

**1.1.19** Home departments shall relocate surplus employees and laid-off individuals, if necessary.

**1.1.20** 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, providing that:

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

or

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

**1.1.21** 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. Such cost shall be consistent with the Travel and Relocation directives.

**1.1.22** For the purposes of the 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.

**1.1.23** For the purposes of the Travel directive, laid-off persons travelling to interviews for possible reappointment to public service are deemed to be "other persons travelling on government business".

**1.1.24** For the priority period, home departments shall pay the salary costs, and other authorised 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; all authorised costs of termination; and salary protection upon lower-level appointment, unless the appointing department is willing to absorb these costs in whole or in part.

**1.1.25** Where a surplus employee is appointed by another department to a term position, the home department is responsible for the costs above for one (1) year from the date of such appointment, after which the appointing department becomes the new home department.

**1.1.26** Departments shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position under this appendix.

**1.1.27** Departments shall inform the PSC in a timely fashion of the results of all referrals made to them under this appendix, whether such referrals are for immediate appointment, for retraining designed to qualify individuals for appointment, or for anticipated vacancies.

**1.1.28** Departments shall review the use of private temporary agency personnel, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, departments shall not re-engage such temporary agency personnel nor renew the employment of such employees referred to above where such action would facilitate the appointment of surplus employees or laid-off persons.

**1.1.29** 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.

**1.1.30** Departments may lay off an employee at a date earlier than originally scheduled when the surplus employee requests them to do so in writing.

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

**1.1.32** Departments shall provide surplus employees with a lay-off notice at least one (1) month before the proposed lay-off date, if appointment efforts have been unsuccessful.

**1.1.33** When a surplus employee refuses a reasonable job offer, he or she shall be subject to lay-off one (1) month after the refusal, however not before six (6) months after the surplus declaration date.

**1.1.34** Departments are to presume that each employee wishes to be redeployed unless the employee indicates the contrary in writing.

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

- (a) the work force adjustment situation and its effect on that individual;
- (b) the work force adjustment appendix;
- (c) the PSC's Priority Administration System and how it works from the employee's perspective (referrals, interviews or "boards", feedback to the employee, follow-up by the PSC, how the employee can obtain job information and prepare for an interview, etc.);
- (d) preparation of a curriculum vitae or resume;
- (e) preparation for an interview with the PSC;
- (f) the employee's rights and obligations;
- (g) the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
- (h) alternatives that might be available to the employee (alternation, appointment, relocation, retraining, lower-level employment, term employment, retirement including 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 lay-off);
- (i) the likelihood that the employee will be successfully appointed;

- (j) the meaning of a guarantee of reasonable job offer, a twelve (12) month surplus priority period in which to secure a reasonable job offer, a Transition Support Measure, an Education Allowance;
  - (k) the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
  - (l) preparation for interviews with prospective employers;
  - (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.

**1.1.36** Home departments shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by themselves, the employee and the appointing department.

**1.1.37** Severance pay and other benefits flowing from other clauses in this Agreement are separate from, and in addition to, those in this appendix.

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

## **1.2 The 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,
- and
- (b) consider departmental requests for retraining resources.

### **1.3 The Public Service Commission**

**1.3.1** The PSC shall establish and modify staffing policies and procedures to ensure the most effective and efficient means of maximizing the redeployment of surplus employees and the appointment of laid-off persons to positions in the public service.

**1.3.2** The PSC shall temporarily restrict or suspend any authority delegated to deputy heads to make appointments in specified occupational groups when such action is necessary.

**1.3.3** The PSC shall actively market surplus employees and laid-off persons to all departments unless the individuals have advised the PSC in writing that they are not available for appointment.

**1.3.4** The PSC shall advise the Treasury Board Secretariat when departments fail to comply in good faith with this appendix and/or to cooperate with the PSC in redeployment, retraining, or appointment activities.

**1.3.5** The PSC shall determine, to the extent possible, the occupations in which there are skill shortages for which surplus employees or laid-off persons could be retrained, and advise departments accordingly.

**1.3.6** The PSC shall provide surplus and laid-off individuals with counselling on their work force adjustment situation and its impact on them during their priority entitlement.

**1.3.7** The PSC shall provide information directly to the Alliance on the numbers and status of their members who are in the Priority Administration System and, on a service-wide basis, through reports to the Alliance.

**1.3.8** The Public Service Commission shall decide whether employees are suitable for appointment. Where a deputy head recommends that an employee is not suitable, the PSC shall, after considering such a recommendation, and representations of the employee or his or her representative, advise the deputy head, the employee, and his or her representative of its decision whether the employee is entitled to surplus and lay-off priority and the reasons for the decision. The PSC shall also inform the Alliance of its decision.

**1.3.9** The PSC shall, wherever possible, ensure that reinstatement priority is given to all employees who are subject to salary protection.

**1.3.10** While the responsibility for retraining lies with the home department, the PSC is responsible for making the appropriate referrals and may recommend retraining where it would facilitate appointment, and the appointing department is responsible for considering retraining the individual and for justifying a decision not to retrain.

**1.3.11** The PSC shall inform, in a routine and timely manner, a surplus employee or laid-off person, his or her home department and a representative of the Alliance, when he or she has been referred to a department for consideration but will not be offered the position. The PSC shall include full details of why he or she will not be appointed to or retrained for that position.

## **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 work force adjustment situations and who receive a guarantee of a reasonable job offer, or who 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 co-operation with their departments and the PSC, unless they have advised the department and the PSC, in writing, that they are not available for appointment;
- (b) seeking information about their entitlements and obligations;
- (c) providing timely information to the home department and to the PSC to assist them in their appointment activities (including curriculum vitae or resumes);
- (d) ensuring that they can be easily contacted by the PSC and appointing departments, and attending appointments related to referrals;
- (e) seriously considering job opportunities presented to them (referrals within the home department, referrals from the PSC, and job offers made by departments), including retraining and relocation possibilities, specified period appointments and lower-level appointments.

**1.4.3** Opting employees are responsible for:

- (a) considering the Options of Part VI of this appendix;
- (b) communicating their choice of Options, in writing, to their manager no later than ninety (90) days after being declared opting.

**Part II**

**Official notification**

**2.1 Department**

**2.1.1** In any work force adjustment situation which is likely to involve ten or more indeterminate employees covered by this appendix, the department concerned shall notify the Director, Human Resources Management Group, Human Resources Management Division, Human Resources Branch, Treasury Board Secretariat, in confidence, at the earliest possible date and under no circumstances less than ninety six (96) hours before the situation is announced. The department shall send a copy of the advice to the Director General, Recruitment Programs and Priority Administration Directorate, Resourcing and Learning Branch, Public Service Commission.

**2.2 Treasury Board Secretariat**

**2.2.1** Upon notification by the department concerned in 2.1 above, and under no circumstances less than forty eight (48) hours before the situation is announced, the Director, Human Resources Management Group, Human Resources Branch, Treasury Board Secretariat shall inform, in writing and in confidence, the chief executive officer of the Alliance. This information is to include the identity and location of the work unit(s) involved; the expected date of the announcement; the anticipated timing of the situation; and the numbers of employees, by group and level, who will be affected.



### **Part III**

#### **Relocation of a work unit**

##### **3.1 General**

**3.1.1** In cases where a work unit is to be relocated, departments 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 work force 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 either provide the employee with 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 1.1.19 to 1.1.23.

**3.1.4** Although departments will endeavour to respect employee location preferences, nothing precludes the department from offering the relocated position to employees in receipt of a guarantee of a reasonable job offer from their deputy heads, 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 set out 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 shall make every reasonable effort to retrain such persons for:

- (a) existing vacancies,
- or
- (b) anticipated vacancies identified by management.

**4.1.2** The PSC and departments shall be responsible for identifying situations where retraining can facilitate the appointment of surplus employees and laid-off persons, and shall cooperate in such efforts.

**4.1.3** Subject to the provisions of 4.1.2, the deputy head of the home department shall approve up to two (2) years of retraining, unless retraining costs cannot be absorbed, in which case the prior approval of the Treasury Board Secretariat is required following review of a retraining plan by the PSC.

## **4.2 Surplus employees**

**4.2.1** A surplus employee is eligible for retraining providing:

- (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 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.

**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 and is entitled to be paid in accordance with his or her current appointment, unless the appointing department is willing to appoint the employee indeterminately, conditional on 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, the proposed lay-off 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, provided that the Employer has been unsuccessful in making the employee a reasonable job offer.

### **4.3 Laid-off persons**

**4.3.1** A laid-off person shall be eligible for retraining, with the approval of the PSC, providing:

- (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 a priority who qualify for the position;
- and
- (d) the appointing department 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 reviewed by the PSC 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 section 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 employment availability. Employees in receipt of this guarantee would 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 ninety (90) 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 of the three Options of section 6.3 of this appendix within the ninety (90) day window. The employee cannot change Options once having 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 ninety (90) day window.

**6.1.5** If a reasonable job offer which does not require a relocation is made at any time during the ninety (90) day opting period and prior to the written acceptance of the Transition Support Measure or the 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 must participate in the alternation process.

**6.2.2** An alternation occurs when an opting employee who wishes to remain in the public service exchanges positions with a non-affected employee (the alternate) willing to leave the public service 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 public service.

**6.2.4** An indeterminate employee wishing to leave the public service may express an interest in alternating with an opting employee. Management will decide, however, whether a proposed alternation will result in retaining the skills required to meet the ongoing needs of the position and the public service.

**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 positions are not the same group and 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, i.e. two (2) employees 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) Twelve (12) month surplus priority period in which to secure a reasonable job offer 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.

When a surplus employee who has chosen, or who 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 authorise 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 that which he or she would have received had they chosen Option (b), the Transition Support Measure.

Departments will make every reasonable effort to market a surplus employee and the Employer will ask the Public Service Commission to make every reasonable effort to market a surplus employee within the employee's surplus period within his or her preferred area of mobility.

or

- (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 Transitional Support Measure (see Option (b) above) plus an amount of not more than seven thousand dollars (\$7,000) 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 public service 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 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 share to the benefits plans and the Public Service Superannuation Plan. At the end of the two-year leave without pay period, unless the employee has found alternate employment in the public service, 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 Work Force Adjustment Appendix.

**6.3.4** In the cases of: pay in lieu of unfulfilled surplus period, Option (b) and Option (c)(i), the employee relinquishes any priority rights for reappointment upon acceptance of his or her resignation.

**6.3.5** Employees choosing Option (c)(ii) who have not provided their department 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 public service , and be considered to be laid-off for purposes of severance pay.

**6.3.6** Opting employees who choose Option (b) or (c) above will be entitled to up to three hundred and eighty-five dollars (\$385) for financial planning advice.

**6.3.7** An opting employee who has received pay in lieu of unfulfilled surplus period, a TSM or an Education Allowance and is re-appointed to that portion of the public service of Canada specified from time to time in Schedule I, Part I of the *Public Service Staff Relations Act* shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the TSM or Education Allowance was paid.

**6.3.8** The deputy head shall ensure that pay in lieu of unfulfilled surplus period is only authorised 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.

**6.3.9** 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.

**6.3.10** 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 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 public service without priority rights.

**6.4.3** An individual who has received a retention payment and, as applicable, is either reappointed to that portion of the public service of Canada specified from time to time in Schedule I, Part I of the *Public Service Staff Relations 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 by an amount corresponding to the period from the effective date of such re-appointment 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 public service) 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 public service to take effect on that closure date, a sum equivalent to six (6) months' pay payable upon the day on which the departmental 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 public service work units:

- (a) are being relocated,  
and
- (b) when the deputy head of the home department 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) where 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 offers a resignation from the public service to take effect on the relocation date, a sum equivalent to six (6) months' pay payable upon the day on which the departmental 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 public service work units are affected by alternative delivery initiatives;
- (b) when the deputy head of the home department 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 public service 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.

The parties recognise:

- the union's need to represent employees during the transition process;
- the Employer's need for greater flexibility in organising the public service.

## 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 public service to any body or corporation that is a separate employer or that is outside the public service;

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 section 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 11(2)(g.1) of the *Financial Administration Act* (FAA).

## 7.2 General

Departments will, as soon as possible after the decision is made to proceed with an ASD initiative, and if possible, not less than one hundred and eighty (180) days prior to the date of transfer, provide notice to the PSAC component(s) of its intention.

The notice to the PSAC component(s) will include:

- (a) the program being considered for ASD,
- (b) the reason for the ASD,
- and
- (c) the type of approach anticipated for the initiative (e.g. transfer to province, commercialisation).

A joint WFA-ASD committee will be created for ASD initiatives and will have equal representation from the department and the component(s). By mutual agreement the committee may include other participants. The joint WFA-ASD committee will define the rules of conduct of the committee.

In cases of ASD initiatives, the parties will establish a joint WFA-ASD committee to conduct meaningful consultation on the human resources issues related to the ASD initiative 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. Commercialisation**

In cases of commercialisation where tendering will be part of the process, the members of the joint WFA-ASD 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 used in the request for proposal (RFP) 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/ASD 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 ASD initiatives 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 the cases of commercialisation and 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 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;
- (ii) recognition of continuous employment in the public service, as defined in the *Public Service Terms and Conditions of Employment Regulations*, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;
- (iii) 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 section 7.7.3;
- (iv) transitional employment guarantee: a two-year minimum employment guarantee with the new employer;
- (v) coverage in each of the following core benefits: health benefits, long term disability insurance (LTDI) and dental plan;
- (vi) short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to 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 section 7.7.3;
  - (iv) transitional employment guarantee: employment tenure equivalent to that of the permanent work force in receiving organizations or a two-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 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 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 shall provide written notice to all employees offered employment by the new employer, giving them the opportunity to choose whether 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 may specify a period shorter than sixty (60) days, but not less than thirty (30) days.

#### **7.5 Job offers from new employers**

**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 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 as provided for in subsection 11(2.02) of the *Financial Administration Act* (FAA).

**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.

**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. For greater certainty, those who are declared surplus will be subject to the provisions of section 29 of the *Public Service Employment Act* (PSEA) and section 39 of the *Public Service Employment Regulations* (PSER).

**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 for operational reasons provided that this does not create a break in continuous service between the public service 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 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 upon the day on which the departmental work or function is transferred to the new employer. The home department will also pay these employees an eighteen (18) month salary top-up allowance equivalent to the difference between the remuneration applicable to their public service 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 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 whose new hourly or annual salary falls below eighty per cent (80%) of their former federal hourly or annual remuneration, departments will pay an additional six (6) months of salary top-up allowance for a total of twenty-four (24) months under this section and section 7.7.1. The salary top-up allowance equivalent to the difference between the remuneration applicable to their public service 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 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 a Type 1 or Type 2 transitional employment arrangement 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 are less than six point 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 months pay, payable on the day on which the departmental 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 work or function is transferred to the new employer. The home department will also pay these employees a twelve (12) month salary top-up allowance equivalent to the difference between the remuneration applicable to their public service 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 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 subsection 7.7.1, 7.7.2, 7.7.3 or 7.7.4 and who is reappointed to that portion of the public service of Canada specified from time to time in Schedule I to the *Public Service Staff Relations 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 by an amount corresponding to the period from the effective date of re-appointment 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 subsection 7.6.1 and, as applicable, is either reappointed to that portion of the public service of Canada specified from time to time in Schedule I to the *Public Service Staff Relations Act* or hired by the new employer at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada by 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 section 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 public service 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 point 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 developed by Towers Perrin for the Treasury Board, dated October 7, 1997. 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**

<b>Years of Service in the Public Service</b>	<b>Transition Support Measure (TSM) (Payment in weeks' pay)</b>
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

<b>Years of Service in the Public Service</b>	<b>Transition Support Measure (TSM) (Payment in weeks' pay)</b>
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.