

## **Agreement between the Canada Customs and Revenue Agency and the Public Service Alliance of Canada**

Program and Administration Services Group: (AS, CR, DA, IS, OE, PM, ST) CODES: 90504, 90505, 90506, 90513, 90514, 90515, 90516, 90517, 90518, 90519, 90520, 90521.

Operational Services Group: (GL, GS) CODES: 90522, 90523, 90524, 90525, 90526, 90527, 90528, 90529, 90532.

Technical Services Group: (DD, EG, GT) CODES: 90508, 90509, 90510.

Education and Library Science Group: (ED, LS) CODES: 90500, 90501, 90502, 90503.

**Expiry Date: 31 October 2000**

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RC4208

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### **PART I – GENERAL PROVISIONS**

#### **ARTICLE 1**

##### **PURPOSE AND SCOPE OF AGREEMENT**

**1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between Employer, the Alliance, and the employees and to set forth herein certain terms and conditions of employment for all employees of the Employer described in the certificates issued by the Public Service Staff Relations**

- June 7, 1999, for the Program and Administrative Services Group.
- June 10, 1999, for the Technical Services Group.
- June 16, 1999, for the Operational Services Group.
- June 7, 1999, for the Education and Library Science Group.

**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 be better and more efficiently served. Accordingly, they are determined to establish, within the framework provided by this Agreement, an effective working relationship at all levels of the Public Service in which members of the bargaining unit are employed.**

#### **ARTICLE 2**

##### **INTERPRETATION AND DEFINITIONS**

**2.01 For the purpose of this Agreement:**

**"Alliance" means the Public Service Alliance of Canada (Alliance),**

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

**"alternate provision" means a provision of this Agreement which may only have application to a particular bargaining unit or certain employees within a bargaining unit (disposition de dérogation),**

**The following definition applies to employees classified as GL and GS only:**

**"annual rate of pay" means an employee's weekly rate of pay multiplied by fifty-two point one seventy (taux de rémunération annuel),**

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

**"common-law spouse": a common-law spouse relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse, and continued 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 compensation, overtime rate, call-back and reporting pay. The duration of such leave will be equal to the time compensation 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 rate prescribed in the employee's certificate of appointment on the day immediately prior to the day on which the leave is taken (congé compensateur),**

**"continuous employment" has the same meaning as specified in the Employer's Terms and Conditions of Employment Policy on the date of signing of this Agreement (emploi continu),**

**"daily rate of pay" means an employee's weekly rate of pay divided by five (5) (taux de rémunération journalier),**

*"daily rate of pay" for employees classified as GL and GS means an employee's hourly rate of pay multiplied by the employee's normal number of hours of work per day,*

**"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 called to duty 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 a bargaining unit specified in Article 1 (employé-e),**

**"Employer" means Her Majesty in right of Canada as represented by the Canada Customs and Revenue Agency and includes any person authorized to exercise the authority of the CCRA (Employeur),**

**"excluded provision" means a provision of this Agreement which may have no application at all to either a particular bargaining unit or to certain employees within a bargaining unit and for which there are no alternative provisions (disposition exclue),**



**"headquarters area" has the same meaning as given to the expression in the Employer's Travel Policy d'affectation),**

**"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 the Collective Agreement,

(ii) however, for the purpose of administration of a shift that does not commence and end on the same day, the 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

or

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

**The following definition does not apply to employees classified as GL and GS:**

**"hourly rate of pay" means a full-time employee's weekly rate of pay divided by thirty-seven and one-half (37 1/2) hours (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 (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, life 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

or

(ii) in the case of a part-time employee, authorized work in excess of seven and one-half (7 1/2) hours 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 25.27), 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,

**NOTE: For employees classified as GL and GS, see article 25.**

**The following definition applies to employees classified as GL only:**

**"pay" means basic rate of pay as specified in Appendix "A" and includes supervisory differential (rémunération)**

**The following definition applies to employees in the Technical Services Group only:**

**"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 de**

**"time and three quarters" means one and three quarters (1 3/4) times the employee's hourly rate of pay (tarif et de trois-quarts),**

**"weekly rate of pay" means an employee's annual rate of pay divided by 52.176 (taux de rémunération hebdomadaire),**

*"weekly rate of pay" for employees classified as GL and GS means an employee's daily rate of pay multiplied by five (5),*

*"weekly rate of pay" for employees classified as ED means the employee's annual rate of pay divided by fifty-two point one seventy six (52.176),*

**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 that 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 a contrary to any instruction, direction, or regulations given or made by, or on behalf of the Government 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 employees, renders null and void any part of this Agreement, the remaining provisions 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**

DELETED

## **ARTICLE 8**

### **DENTAL CARE PLAN**

**8.01 The Dental Care plan as contained in the Master Agreement between the Treasury Board and the Service Alliance of Canada, with an expiry date of June 30, 1988, and subsequently amended on March 11, 1989, December 12, 1991, November 26, 1993, April 2, 1996, January 15, 1997, March 11, 1998, and February 11, 1999, 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 E described in the certificates issued by the Public Service Staff Relations Board as outlined in Article 1.**

### **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 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 is not 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 each employee.**

**11.03 For the purpose of applying clause 11.01, deductions from pay for each employee in respect of each month will start with the first 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 if 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 its members.**

of employees.

**11.06** The amounts deducted in accordance with clause 11.01 shall be remitted to the Comptroller of the cheque within a reasonable period of time after deductions are made and shall be accompanied by partial 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 production of appropriate documentation.

**11.08** The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising from the application of this Article, except for any claim or liability arising out of an error committed by the Alliance 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 on 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 relating to business affairs of the Alliance, including the names of Alliance representatives, and social and recreational notices. Such approval shall not be unreasonably withheld.

**12.02** The Employer will also continue its present practice of making available to the Alliance specific space on its premises 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 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.

**12.04** The Alliance shall provide the Employer a list of such Alliance representatives and shall advise the Employer 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 the organization, the number and distribution of employees in each place, and the administrative structure implied by the grievance procedure. Where the parties are unable to reach an agreement 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 representative 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 grievance, 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 her normal duties.

(b) Where practicable, when management requests the presence of an Alliance representative at a meeting, a 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 an employee 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

#### **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, 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 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 meeting takes place in their headquarters area, and reasonable leave without pay when it takes place outside the 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;

(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 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 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 Committee, Executive Board meetings of the Alliance, and conventions of the Alliance, the Component Organizations, 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 acting on the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.

### **ARTICLE 15**

#### **LABOUR DISPUTES**

**15.01** If employees are prevented from performing their duties because of a strike or lock-out on the part of another employer, the employees shall report the matter to the Employer, and the Employer will make efforts to ensure that such employees are employed elsewhere, so that they shall receive their regular 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. Discipline may also be taken, which will include penalties up to and including termination of employment pursuant to paragraph 51(1)(f) of the *Canada Customs and Revenue Agency Act*, for participation in an illegal strike 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 51(1)(f) of



**Canada Customs and Revenue Agency Act, the Employer undertakes to notify the employee in writing 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, at his or her request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of one 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 a disciplinary 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 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 DELETED

**18.02 Subject to and as provided in Section 91 of the *Public Service Staff Relations Act*, an employee who complains that he or she has been treated unjustly or considers himself or herself aggrieved by any action or lack of action of the Employer, in matters other than those arising from the classification process, is entitled to present his or her 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 an 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 arbitration award, an 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 level of management;

(b) levels 2 and 3 – intermediate level(s) where such level or levels are established in departments or divisions;

(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 employee, to whom the procedure applies, of the name or title of the person so designated together with or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be This information shall be communicated to employees by means of notices posted by the Employer in such notices are most likely to come to the attention of the employees to whom the grievance procedure 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 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 appropriate level,

and

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

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

**18.09 The Alliance shall have the right to consult with the Employer with respect to a grievance at each 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 18.05 not later than the twenty-fifth (25th) day after the date on which he or she is notified orally or in writing 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 the 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 her in writing.**

**18.12 If the Employer does not reply within fifteen (15) days from the date that a grievance is presented at a 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 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 the final 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 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 51(1)(c) of the *Canada Customs and Revenue Agency 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 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 collective agreement or award,

or

(b) disciplinary action resulting in termination of employment pursuant to paragraph 51(1)(f) of the *Canada Customs and Revenue Agency Act*, suspension or financial penalty,

and the employee's grievance has not been dealt with to his or her satisfaction, he or she may refer the grievance to the arbitrator.

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 interpretation or application, in respect of him or her, of a provision of this Agreement or an arbitrator's award, an 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 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, marital status, 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 of 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 harassment. The selection of the mediator will be by mutual agreement.**

## **ARTICLE 21**

### **JOINT CONSULTATION**

**Clauses 21.01 to 21.04 do not apply to employees classified as ED.**

**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 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 times 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 the future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subjects to be determined as appropriate for joint consultation will be by agreement of the parties.**

**Clauses 21.05 to 21.11 apply to employees classified as ED only.**

#### **Consultation Committees**

**21.05 To facilitate discussions on matters of mutual interest outside the terms of this collective agreement, the Employer recognizes the following Education Group Committees of the Alliance for the purpose of consultation and management:**

with regard to the Language Teaching Sub-Group, committees in each region and/or work unit determined by mutual agreement by the Public Service Commission's Joint Departmental Committee.

**21.06 The parties will consult for the purpose of providing information, discussing the application of proposals, promoting understanding, and reviewing problems.**

**21.07 The Employer agrees to inform and consult with the appropriate Alliance representatives on proposals for changes which affect the majority of the employees in any work unit.**

**21.08 It is understood that no commitment may be made by either party on a subject that is not within the authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to, or modify the terms of this agreement.**

**21.09 Representation at such meetings will be limited to five (5) representatives from each party, except by mutual agreement of the parties, the number of representatives may be decreased or increased. It is agreed that meetings will be held at the request of either party.**

**21.10 Committee meetings will normally be held on the Employer's premises at times to be determined by agreement between the representatives for both sides. Representatives of the parties will normally exchange written agenda for the meeting not less than five (5) calendar days in advance of the date of each meeting.**

**21.11 Full-time employees forming the continuing membership of the Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.**

The Employer shall not be responsible for any travel or other expenses incurred by employees travelling or attending consultation meetings with management.

## **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 in good 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 employees are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the provisions of Appendix "E" on Work Force Adjustment will apply. In all other cases, the following clauses will apply.**

**24.02 In this Article, "Technological Change" means:**

- (a) the introduction, by the Employer, of equipment or material of a different nature than that previously used;
- 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 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 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 clause 24.04 for each group of employees, including training.**

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

### **PART III – WORKING CONDITIONS**

#### **ARTICLE 25**

#### **HOURS OF WORK**

**Provisions applicable to employees in the Operational Services Group.**

(a) Throughout this collective agreement, including the definition of overtime, any reference to seven (7 1/2) hours per day and/or thirty-seven and one-half (37 1/2) hours per week shall be read as eight per day and/or forty (40) hours per week for employees in the Operational Services Group except for employees classified as GS to whom the provisions of Appendix "B" apply.

(b) The provision provided for in paragraph (a) will cease to apply effective the date on which the Public Staff Relations Board renders its decision and issues a bargaining unit certificate for PSAC members incorporates Operational Services employees working for the Canada Customs and Revenue Agency that day forward, any reference to seven and one-half (7 1/2) hours per day and/or thirty-seven and one-half (37 1/2) hours per week shall be read as written. Effective that day forward, the employee's hourly rate shall be adjusted upward as shown in Appendix "A".

### **Excluded provisions**

Clauses 25.13 to 25.23 inclusive, pertaining to shift work, do not apply to employees classified as IS in the Program Administration Services Group and to employees classified as ED-EDS in the Education and Library Science Group.

### **Alternate provisions**

Clauses 25.13 to 25.23 inclusive, pertaining to shift work, do not apply to employees classified as LS and ED-LA in the Education and Library Science Group. See alternate provisions under clauses 25.28 for ED-LAT and 25.29 for IS.

### **General**

#### **25.01 For the purpose of this Article:**

(a) the week shall consist of seven (7) consecutive days beginning at 00:00 hours Monday morning and ending at 24:00 hours Sunday;

(b) the day is a twenty-four (24)-hour period commencing at 00:00 hours.

**25.02 Nothing in this Article shall be construed as guaranteeing minimum or maximum hours of work. This shall permit the Employer to reduce the hours of work of a full-time employee permanently.**

**25.03 The employees may be required to register their attendance in a form or in forms to be determined by the Employer.**

**25.04 It is recognized that certain operations require some employees to stay on the job for a full scheduled period, inclusive of their meal period. In these operations, such employees will be compensated for their (1/2)-hour meal period in accordance with the applicable overtime provisions.**

**25.05 The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day on all occasions when operational requirements do not permit.**

#### **Alternate provision**

*The following clause applies to employees in the Operational Services Group only.*



**The Employer shall schedule two (2) rest periods of ten (10) minutes each during each shift three (3) rest periods of ten (10) minutes each during each shift scheduled for twelve (12) hours or more.**

## **Day Work**

### **25.06 Except as provided for in clauses 25.09, 25.10, and 25.11:**

(a) the normal work week shall be thirty-seven and one-half (37 1/2) hours from Monday to Friday inclusive and

(b) the normal work day shall be seven and one-half (7 1/2) consecutive hours, exclusive of a lunch break between the hours of 7 a.m. and 6 p.m. except for employees in the Technical Services Group whose work shall be between the hours of 6 a.m. and 6 p.m.

**25.07 Employees shall be informed by written notice of their scheduled hours of work. Any changes to their scheduled hours shall be by written notice to the employee(s) concerned. The Employer will endeavor to provide seven (7) days notice for changes to the scheduled hours of work.**

### **25.08 Flexible Hours**

**Clause 25.08 does not apply to employees classified as ED-LAT.**

Subject to operational requirements, an employee on day work shall have the right to select and request flexible hours between 7 a.m. and 6 p.m. (6 a.m. and 6 p.m. for employees in the Technical Services Group) and such request shall not be unreasonably denied.

### **25.09 Variable Hours**

**Clause 25.09 does not apply to employees classified as ED-LAT.**

(a) Notwithstanding the provisions of clause 25.06, upon request of an employee and the concurrence of the Employer, an employee may complete the weekly hours of employment in a period of other than five (5) days provided that over a period of fourteen (14), twenty-one (21), or twenty-eight (28) calendar days, the employee works an average of thirty-seven and one-half (37 1/2) hours per week.

(b) In every fourteen (14), twenty-one (21), or twenty-eight (28) day period, the employee shall be entitled to one (1) day of rest on such days as are not scheduled as a normal work day for the employee.

(c) Employees covered by this clause shall be subject to the variable hours of work provisions established in clauses 25.24 to 25.27.

### **25.10 Summer and winter hours**

**Clause 25.10 does not apply to employees classified as ED-LAT.**

The weekly and daily hours of work may be varied by the Employer, following consultation with the Alliance to all

summer and winter hours, provided the annual total of hours is not changed.

## **25.11 Consultation**

### **Clause 25.11 applies to employees in the Program and Administration Services Group only.**

(a) Where hours of work, other than those provided in clause 25.06, are in existence when this Agreement is signed, the Employer, on request, will consult with the Alliance on such hours of work and in such consultation will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.

(b) Where hours of work are to be changed so that they are different from those specified in clause 25.06, the Employer, except in cases of emergency, will consult in advance with the Alliance on such hours of work. In such consultation, the Employer will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service. In no case shall the hours under clause 25.06 extend before 6:00 a.m. or beyond 6:00 p.m., or alter the Monday to Friday work week, or the seven and one-half (7 1/2) consecutive hours of work.

(c) Within five (5) days of notification of consultation served by either party, the parties shall notify in writing the representative authorized to act on their behalf for consultation purposes. Consultation shall be held at the local level for fact finding and implementation purposes.

(d) It is understood by the parties that this clause will not be applicable in respect of employees whose work week is less than thirty-seven and one-half (37 1/2) hours per week.

## **25.12**

### **Clause 25.12 applies to employees in the Program and Administration Services Group only.**

(a) An employee on day work whose hours of work are changed to extend before or beyond the stipulated hours of 7:00 a.m. and 6:00 p.m., as provided in clause 25.06(b), and who has not received at least seven days notice in advance of the starting time of such change, shall be paid for the first day or shift worked on such change at the rate of time and one-half (1 1/2) for the first seven hours and one-half (7 1/2) thereafter. Subsequent days or shifts worked on the revised hours shall be paid for at straight-time, as provided in Article 28, Overtime.

#### **(b) Late Hour Premium**

An employee who is not a shift worker and who completes his work day in accordance with the provisions of paragraph 25.11(b) shall receive a Late Hour Premium of seven dollars (\$7) per hour for each hour worked before 7:00 a.m. and after 6:00 p.m. The Late Hour Premium shall not apply to overtime hours.

## **Shift Work**

### **25.13 When, because of the operational requirements, hours of work are scheduled for employees on an irregular basis, they shall be scheduled so that employees, over a period of not more than fifty-six (56) days:**

(a) on a weekly basis, work an average of thirty-seven and one-half (37 1/2) hours and an average of six (6) days;

- (b) work seven and one-half (7 1/2) consecutive hours per day, exclusive of a one-half (1/2) hour meal period;
- (c) obtain an average of two (2) days of rest per week;
- (d) obtain at least two (2) consecutive days of rest at any one time, except when days of rest are separately designated paid holiday which is not worked; the consecutive days of rest may be in separate calendar months.

**25.14 The Employer will make every reasonable effort:**

- (a) not to schedule the commencement of a shift within sixteen (16) hours (eight (8) hours for employees in Operational Services and Technical Services Groups) of the completion of the employee's previous shift;
- and
- (b) to avoid excessive fluctuation in hours of work.

**Additional provision**

*Sub-clause (c) applies to employees in the Technical Services Group only.*

- (c) to consider the wishes of the majority of employees concerned in the scheduling of shifts within a shift schedule.

**25.15 The staffing, preparation, posting, and administration of shift schedules is the responsibility of the Employer.**

**25.16 The Employer shall set up a master shift schedule for a fifty-six (56) day period, posted fifteen (15) days in advance, which will cover the normal requirements of the work area.**

**25.17 Except as provided for in clauses 25.22 and 25.23, the standard shift schedule is:**

- (a) 12 midnight to 8 a.m.; 8 a.m. to 4 p.m.; 4 p.m. to 12 midnight;
- or alternatively
- (b) 11 p.m. to 7 a.m.; 7 a.m. to 3 p.m.; 3 p.m. to 11 p.m.

**25.18 A specified meal period shall be scheduled as close to the mid-point of the shift as possible. It is recognized that the meal period may be staggered for employees on continuous operations. However, the Employer will make every effort to arrange meal periods at times convenient to the employees.**

**25.19**

- (a) Where 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:
  - (i) on the day it commenced where half or more of the hours worked fall on that day;

or

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

(b) Accordingly, the first day of rest will be considered 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 day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of the first intervening designated paid holiday if days of rest are separated thereby.

## 25.20

**Sub-clauses (a) and (b) apply to employees in the Program and Administration Services Group only. See provisions for other employees.**

(a) An employee who is required to change his or her scheduled shift without receiving at least seven days notice in advance of the starting time of such change in his or her scheduled shift, shall be paid for the hours worked on the revised schedule at the rate of time and one-half (1 1/2) for the first seven and one-half hours and double time thereafter. Subsequent shifts worked on the revised schedule shall be paid for at the rate of time, subject to Article 28, Overtime.

(b) Every reasonable effort will be made by the Employer to ensure that the employee returns to his or her original shift schedule and returns to his or her originally scheduled days of rest for the duration of the master schedule without penalty to the Employer.

### **Alternate provisions**

***This clause applies to employees classified as GL only.***

*An employee whose scheduled hours of work are changed without five (5) days prior notice:*

*(a) shall be compensated at the rate of time and one-half (1 1/2) for the first (1st) full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at straight-time*

*(b) shall retain his or her previously scheduled days of rest next following the change, or, if work is required on those days of rest shall be compensated in accordance with clause 28.07.*

***This clause applies to employees classified as GS only.***

*An employee whose scheduled hours of work are changed without five (5) days prior notice:*

*(a) shall be compensated at the rate of time and one-half (1 1/2):*

*(i) for the first full shift worked on the new schedule, if the new scheduled starting time of the employee's shift is at least four (4) hours earlier or later than the formerly scheduled starting time;*

*(ii) for those hours worked on the first shift of the new schedule which are the hours of the employee's formerly scheduled shift, if the new scheduled*

*of the employee's shift is less than four (4) hours earlier or later than the scheduled starting time.*

*Subsequent shifts worked on the new schedule shall be paid for at straight-*

*(b) shall retain his or her previously scheduled days of rest next following the change, or, if work days of rest shall be compensated in accordance with clause 28.07.*

***This clause applies to employees in the Technical Services Group only.***

*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 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.*

**25.21 Provided sufficient advance notice is given, the Employer may:**

(a) authorize employees to exchange shifts if there is no increase in cost to the Employer,

and

(b) notwithstanding the provisions of paragraph 25.13(d), authorize employees to exchange shifts if there is no increase in cost to the Employer.

**25.22**

(a) Where shifts, other than those provided in clause 25.17, are in existence when this Agreement is entered into, the Employer, on request, will consult with the Alliance on such hours of work and in such consultation will establish that such shifts are required to meet the needs of the public and/or the efficient operation of the service.

(b) Where shifts are to be changed so that they are different from those specified in clause 25.17, the Employer, except in cases of emergency, will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.

(c) Within five (5) days of notification of consultation served by either party, the parties shall notify the representative authorized to act on their behalf for consultation purposes. Consultation shall be conducted at the local level for fact finding and implementation purposes.

**25.23 Variable Shift Schedule Arrangements**

(a) Notwithstanding the provisions of clauses 25.05 and 25.13 to 25.22 inclusive, consultation may be conducted at the local level with a view to establishing shift schedules which may be different from those established in clauses 25.13 and 25.17. Such consultation will include all aspects of arrangements of shift schedules.

(b) Once a mutually acceptable agreement is reached at the local level, the proposed variable shift schedule shall be submitted at the respective Employer and Alliance Headquarters levels before implementation.

(c) Both parties will endeavour to meet the preferences of the employees in regard to such arrangements.

(d) It is understood that the flexible application of such arrangements must not be incompatible with the spirit of provisions otherwise governing such arrangements. Such flexible application of this clause must be consistent with the average hours of work over the duration of the master schedule and must be consistent with the requirements as determined by the Employer.

(e) Employees covered by this clause shall be subject to the Variable Hours of Work provisions established in clauses 25.24 to 25.27, inclusive.

### **Terms and Conditions Governing the Administration of Variable Hours of Work**

**25.24 The terms and conditions governing the administration of variable hours of work implemented pursuant to clauses 25.09, 25.10, and 25.23 are specified in clauses 25.24 to 25.27, inclusive. This Agreement is modified by these provisions to the extent specified herein.**

**25.25 Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variable hours schedule shall not result in any additional overtime work or additional payment by reason only of such variable hours schedule. It shall be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the Agreement.**

#### **25.26**

(a) The scheduled hours of work of any day as set forth in a variable schedule specified in clause 25.24 shall not exceed or be less than seven and one-half (7 1/2) hours; starting and finishing times, meal breaks, and other conditions of work shall be determined according to operational requirements as determined by the Employer and the duration 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 shift schedule shall be six (6) months.

(ii) The maximum life of other types of schedule shall be twenty-eight (28) days. The normal weekly and daily hours of work are varied by the Employer to allow for seasonal and winter hours in accordance with clause 25.10, 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 adjustments will be made.

#### **25.27 Specific Application of this Agreement**

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 25.14(a), relating to the minimum period between the termination and commencement of an employee's next shift, shall not apply.

**(c) Exchange of Shifts (clause 25.21)**

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

**(d) Overtime (clauses 28.06 and 28.07)**

Overtime shall be compensated for all work performed in excess of an employee's scheduled hours regular working days or on days of rest at time and three-quarter (1 3/4).

**Alternate provision**

**This sub-clause applies to employees in the Education and Library Science Group only.**

**Overtime shall be compensated for all work performed:**

**(a) in excess of an employee's scheduled hours of work on a scheduled work day in accordance with the provisions of this Agreement;**

**(b) on days of rest at time and one-half (1 1/2) except that if the overtime is worked by the employee on two (2) or more consecutive and contiguous days of rest, the employee shall be paid at double time for each hour worked on the second and subsequent days of rest. Second and subsequent days of rest means the subsequent days in an unbroken series of consecutive and contiguous days of rest.**

**(e) Designated Paid Holidays (clause 30.08)**

(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 subparagraph (i), at time and one-half (1 1/2) up to his or her regular scheduled hours worked and at double time for hours worked in excess of his or her regular scheduled hours.

**(f) Travel**

Overtime compensation referred to in clause 32.06 shall only be applicable on a work day for hours in excess of the employee's daily scheduled hours of work.

**(g) Acting Pay**

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

## Alternate provisions

### 25.28

#### Clause 25.28 applies to employees classified as ED-LAT only.

(a) Notwithstanding clause 25.06, because of the operational requirements of the Service, an employee's daily hours of work may be scheduled to extend beyond 6 p.m. and/or on a Saturday or a Sunday but shall not be scheduled beyond 10 p.m. When hours of work are scheduled to extend beyond 6 p.m. and/or on a Saturday or a Sunday, they shall be scheduled in such a manner that employees, over a period of not more than five (5) calendar days:

- (i) work an average of thirty-seven and one-half (37 1/2) hours and an average five (5) days per week;
- (ii) work seven and one-half (7 1/2) consecutive hours per day, exclusive of a minimum of one (1) hour of rest per day;
- (iii) obtain an average of two (2) days of rest per week;
- (iv) obtain at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday, and the consecutive days of rest shall be in separate calendar weeks.

(b) Employees whose hours of work are scheduled pursuant to the provisions of clause 25.28(a) shall be informed by written notice of their scheduled hours of work.

(c) Employees whose hours of work are changed pursuant to the provisions of clause 25.28(a) will be notified of such change by written notice provided fifteen (15) days in advance, except where, subject to operational requirements as determined by the Employer, such change must be made on shorter notice.

(d) When hours of work are scheduled in accordance with clause 25.28(a), the Employer will make reasonable effort:

- (i) to take the employees' preferences into consideration;

and

- (ii) not to schedule the commencement of a shift within sixteen (16) hours of the end of the employee's previous shift.

(e) Except for employees whose hours of work are scheduled pursuant to clause 25.06, employees required to change their scheduled hours of work without receiving at least five (5) days' notice in advance of the starting time of such change, shall be paid for the first shift worked on the revised schedule at the rate of one and one-half (1 1/2) times the regular rate of pay. Subsequent shifts worked on the revised schedule shall be paid for at straight-time, and overtime provisions of this Agreement shall not apply.



(f) The Employer will, at the request of the Alliance, consult with the local Alliance representative(s) schedules established pursuant to clause 25.28(a) when such schedules affect the majority of the employee work unit.

## **Alternate provisions**

### **25.29**

#### **Clause 25.29 applies to employees classified as LS only.**

(a) Notwithstanding clause 25.06, for employees required to provide direct services to the public or

(i) the normal hours of work may be scheduled between 7:00 a.m. and 10:00 p.m. Monday to Friday inclusive, and between 8:30 a.m. and 5:00 p.m. on Saturday;

(ii) the Employer shall set up a master shift schedule for a fifty-six (56) calendar days posted at least fifteen (15) calendar days in advance;

(iii) the Employer shall schedule for each employee at least two (2) consecutive days per week. This provision shall be considered to have been met when two (2) days an employee are separated by a designated paid holiday on which the employee is scheduled to work.

(b) When an employee who is subject to clause 25.29(a) is required to change his or her scheduled shift receiving at least five (5) working days' notice in advance of the starting time of such change in his or her scheduled shift, the employee shall be paid at the rate of time and one-half (1 1/2) for all hours worked those which the employee is scheduled to work.-

(c) When employees who are subject to clause 25.29(a) provide sufficient advance notice, they may, with the approval of the Employer, exchange shifts, provided there is no increase in cost to the Employer.

## **ARTICLE 26**

### **SHIFT PRINCIPLE**

#### **26.01**

(a) When a full-time indeterminate employee is required to attend one of the following proceedings during a period which extends before or beyond three (3) hours his or her scheduled hours of work on a day he or she would be eligible for a Shift Premium, the employee may request that his or her hours of work 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 at least twelve (12) hours of rest between the time his or her attendance was no longer required at the end 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 49.

(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 25.06 to 25.12 inclusive.

#### 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 sixty cents (\$1.60) 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.

#### Alternate provision

*This clause applies to employees in the Education and Library Science Group only.*

***A shift work employee, whose hours of work are scheduled pursuant to clauses 25.28(a) and 25.28(b) will receive a shift premium of one dollar and sixty cents (\$1.60) 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 and sixty cents (\$1.60) 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 shall substitute two (2) other contiguous days to conform to local practice.

## ARTICLE 28

### OVERTIME

**28.01 Compensation under this Article shall not be paid for overtime worked by an employee at courses, sessions, conferences, and seminars unless the employee is required to attend by the Employer.**

**28.02 – DELETED**

**28.03 – DELETED**

#### **28.04 General**

(a) An employee is entitled to overtime compensation under clauses 28.06 and 28.07 for each comp of fifteen (15) minutes of overtime worked by him or her :

(i) when the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions,

and

(ii) when the employee does not control the duration of the overtime work.

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

(c) For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime for the same hours worked.

(d) Payments provided under the Overtime, Designated Paid Holidays, and Standby provisions of this Agreement shall not be pyramided, that is an employee shall not receive more than one compensation for the same hours worked.

#### **28.05 Assignment of Overtime Work**

(a) Subject to the operational requirements, the Employer shall make every reasonable effort to avoid overtime and to offer overtime work on an equitable basis among readily available qualified employees.

##### **Alternate provision**

*This clause applies to employees in the Education and Library Science Group only.*

**Subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate the requirement to work overtime among readily available employees who normally perform those duties.**

**Sub-clause (b) applies to employees in the Program and Administration Services Group only. See alternate provisions for other employees.**

(b) Except in cases of emergency, call-back, or mutual agreement with the employee, the Employer shall not require overtime work.

wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

### **Alternate provisions**

*This clause applies to employees in the Operational Services Group only.*

**Subject to operational requirements, the Employer shall make every reasonable effort:**

**(i) to give employees classified as GL who are required to work overtime advance notice of this requirement.**

**(ii) to give employees classified as GS who are required to work overtime twenty-four (24) hours' advance notice of this requirement.**

**This clause applies to employees in the Technical Services Group only.**

**Subject to operational requirements, the Employer shall make every reasonable effort to give employees who are required to work overtime adequate advance notice of the requirement.**

**This clause applies to employees in the Education and Library Science Group only.**

**Except in cases of emergency, call-back, or mutual agreement, the Employer shall, wherever possible, give at least twelve (12) hours' notice of any requirement for overtime work.**

## **28.06 Overtime Compensation on a Workday**

Subject to clause 28.04(a):

(a) an employee who is required to work overtime on his or her scheduled workday is entitled to compensation at double time and one-half (1 1/2) for the first seven and one-half (7 1/2) consecutive hours of overtime work and double time for all overtime hours worked in excess of seven and one-half (7 1/2) consecutive hours in any contiguous period;

### **Alternate provision**

*This clause applies to employees in the Education and Library Science Group only.*

**When an employee works overtime authorized by the Employer, the employee shall be compensated on the basis of time and one-half (1 1/2) for all hours worked in excess of seven and one-half (7 1/2) hours per day.**

### **Excluded provision**

**Sub-clause (b) does not apply to employees in the Education and Library Science Group.**

**Sub-clause (b) applies to employees in the Program and Administration Services Group with the exception of certain employees classified as PM. See alternate provision and additional alternate provisions for other employees.**

(b) if an employee is given instructions during the employee's work day to work overtime on that day for work at a time which is not contiguous to the employee's scheduled hours of work, the employee shall be paid a minimum of two (2) hours' pay at straight-time or for actual overtime worked at the applicable overtime rate, whichever is the greater.

### **Alternate Provision**

*Employees who are classified PM in the Program and Administration Services Group and who are required to clear commercial transport on a scheduled work day at a time which is not contiguous to normal hours of work, shall be paid a minimum of two (2) hours' pay at straight-time or actual overtime worked at the applicable overtime rate, whichever is greater.*

### **Alternate provisions**

*This clause applies to employees classified as GL only.*

**If an employee reports back for overtime work which is not contiguous to either:**

**(a) the employee's regularly scheduled shift on that day,**

**or**

**(b) any other period of work on that day,**

**the employee shall be paid for the time actually worked; or a minimum of four (4) hours' pay at straight-time, whichever is the greater. However, this clause shall be applicable only to employees who are notified of such a non-contiguous overtime requirement prior to the completion of either their regularly scheduled shift on that day, or any other period of work on that day, as applicable.**

**This clause applies to employees classified as GS only.**

**Subject to clause 28.04(a), overtime shall be compensated for at the following rates:**

**if an employee reports for work after being given instructions before the termination of the work shift, or at any earlier time or day to work overtime at a specified time on a regular work day for a period which is not contiguous to the employee's scheduled shift, 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.**

**The following two paragraphs apply to employees in the Technical Services Group only.**

**If an employee is given instructions before the beginning of the employee's meal break or at the midpoint of the employee's work day whichever is earlier, to work overtime on that day and to 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**

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

(c) an employee who is called back to work 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 shall be paid the greater of:

(i) compensation equivalent to three (3) hours' pay at the applicable overtime rate for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period; or such maximum shall include any reporting pay pursuant to paragraph (b) or its equivalent provision; or

#### **Alternate provision**

*This sub-clause applies to employees in the Operational Services Group*

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

(ii) compensation at the applicable overtime rate for actual overtime worked, provided that the period worked by the employee is not contiguous to the employee's normal work;

(d) the minimum payment referred to in subparagraph (c)(i), does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clauses 62.05 or 62.06.

### **28.07 Overtime Compensation on a Day of Rest**

**The following sub-clauses (a) and (b) apply to employees in the Program and Administration and the Technical Services Groups. See alternate provisions for other employees.**

Subject to clause 28.04 (a):

(a) an employee who is required to work on a first day of rest is entitled to compensation at time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours and double (2) time thereafter;

(b) 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 consecutive and contiguous calendar days of rest);

#### **Alternate provisions**

*The following sub-clauses (a), (b), and (c) apply to employees in the Operational Services Group*

Subject to clause 28.04, an employee is entitled to compensation at time and one-half (1 1/2) for each

overtime worked by the employee.

*Notwithstanding the above, an employee is entitled to double (2) time for each hour of overtime worked by the employee,*

*(a) on a first day of rest, after a period of overtime equal to the normal daily hours of work specified in Article 25,*

*and*

*(b) on a second or subsequent day of rest, provided the days of rest are consecutive except that they may be separated by a designated paid holiday (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest),*

*and*

*(c) where an employee is entitled to double (2) time in accordance with (a) and has worked a period of overtime equal to the normal daily hours of work, the employee shall continue to be compensated at double (2) time for all hours worked until he or she is given a period of rest of at least eight (8) consecutive hours.*

***This clause applies to employees classified as LS only.***

*When an employee works overtime authorized by the Employer on his or her normal day of rest, compensation shall be granted on the basis of time and one-half (1 1/2) for all hours worked on the first day of rest, and double (2) time on the second day of rest.*

***The following sub-clauses (a) and (b) apply to employees classified as ED only.***

*(a) when an employee is required by the Employer to work overtime on a normal day of rest, compensation shall be granted on the basis of time and one-half (1 1/2) for all hours worked,*

*(b) an employee who is required to work on a second day of rest is entitled to compensation at double time, provided that the employee also worked on the first day of rest. Second day of rest means the second day in an unbroken series of consecutive and continuous calendar days of rest.*

**The following sub-clauses (c) and (d) apply to all groups.**

*(c) when an employee is required to report for work and reports on a day of rest, the employee shall be compensated at a rate greater of:*

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

*or*

(ii) compensation at the applicable overtime rate;

(d) the minimum payment referred to in subparagraph (c)(i), does not apply to part-time employees. employees will receive a minimum payment in accordance with clause 62.05.

### **28.08 Compensation in Cash or Leave With Pay**

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

(b) The Employer shall endeavour to pay cash overtime compensation by the sixth (6th) week after v employee submits the request for payment.

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

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

### **28.09 Meals**

(a) An employee who works three (3) or more hours of overtime immediately before or immediately employee's scheduled hours of work shall be reimbursed his or her expenses for one meal in the amc dollars (\$9.00) except where free meals are provided.

(b) When an employee works overtime continuously extending four (4) hours or more beyond the p provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of (\$9.00) for each additional four (4)-hour period of overtime worked thereafter, except where free n provided.

(c) Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in c 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 en employee to claim expenses for lodging and/or meals.

### **28.10 Transportation Expenses**

(a) When an employee is required to report for work and reports under the conditions described in j 28.06(b), (c), and 28.07(c), and is required to use transportation services other than normal public t 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 Employer to use his or her automobile when the employee travels by means of t automobile,



or

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

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

## ARTICLE 29

### STANDBY

**29.01 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.**

#### 29.02

(a) An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible, if called.

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

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

(d) An employee on standby who is required to report for work and reports shall be compensated in accordance with clauses 28.06(c) or 28.07(c), and is also eligible for reimbursement of transportation expenses with clause 28.10.

## ARTICLE 30

### DESIGNATED PAID HOLIDAYS

#### 30.01 – DELETED

**30.02 Subject to clause 30.03, the following days shall be designated paid holidays for employees:**

(a) New Year's Day,

(b) Good Friday,

(c) Easter Monday,

(d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,

(e) Canada Day,

- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, such additional day is recognized as a provincial or civic holiday, the first Monday in August,
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

**30.03 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, or is an Alliance Business.**

#### **30.04 Designated Holiday Coinciding With a Day of Paid Leave**

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 day of leave and not as a day of holiday.

#### **30.05 Designated Holiday Coinciding With a Day of Rest**

(a) When a day designated as a holiday under clause 30.02 coincides with an employee's day of rest, that day shall be moved to the first scheduled working day following the employee's day of rest. When a day designated as a holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a day of leave and not as a day of holiday.

(b) When two (2) days designated as holidays under clause 30.02 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 employee's days of rest. When the days that are designated as holidays are so moved to days on which the employee is on leave with pay, those days shall count as days of leave and not as days of holiday.

#### **Work Performed on a Designated Holiday**

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

**30.07 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 30.05:**

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

and

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

### **30.08**

(a) When an employee works on a holiday, he or she shall be paid time and one-half (1 1/2) for all hours up to seven and one-half (7 1/2) hours and double (2) time thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday,

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

and

(ii) pay at one and one-half (1 1/2) times the straight-time rate of pay for all hours up to seven and one-half (7 1/2) hours,

and

(iii) pay at two (2) times the straight-time rate of pay for all hours worked by the employee on the holiday in excess of seven and one-half (7 1/2) hours.

### **Sub-clause (c) does not apply to employees in the Education and Library Science Group.**

(c) Notwithstanding paragraphs (a) and (b), when an employee works on a holiday contiguous to a day on which he or she also worked and received overtime in accordance with clause 28.07(b), he or she shall be paid, in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.

(d) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at two (2) 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 requested by him or her, at the employee's request, such lieu days shall be carried forward to the following 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.

### **30.09 Reporting for Work on a Designated Holiday**

(a) When an employee is required to report for work and reports on a designated holiday, the employee shall be paid

paid the greater of:

(i) compensation equivalent to three (3) hours' pay at the applicable overtime rate each reporting to a maximum of eight (8) hours' compensation in an eight (8) hour day; such maximum shall include any reporting pay pursuant to paragraph 28.06(c);

or

(ii) compensation in accordance with the provisions of clause 30.08.

(b) The minimum payment referred to in subparagraph (a)(i) does not apply to part-time employees. Employees will receive a minimum payment in accordance with clause 62.09 of this Agreement.

(c) When an employee is required to report for work and reports under the conditions described in clause 30.08 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 his or her automobile,

or

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

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

## ARTICLE 31

### RELIGIOUS OBLIGATIONS

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

**31.02 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.**

**31.03 Notwithstanding clause 31.02, 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 of 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 result in any additional payments by the Employer.**

**31.04 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 to fulfill but no later than four (4) weeks before the requested period of absence.**

## ARTICLE 32

### TRAVELLING TIME

**32.01 This Article does not apply to an employee when the employee travels by any type of transport in which 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 30, Designated Paid Holidays, and Article 31, Overtime, of this Agreement.

**32.02 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.**

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

**32.04 When an employee is required to travel outside his or her headquarters area on government business, 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 32.05 and 32.06. Travelling time shall include time necessarily spent at each stop-over enroute provided the stop-over is not longer than three (3) hours.**

**32.05 For the purposes of clauses 32.04 and 32.06, the travelling time for which an employee shall be compensated is as follows:**

(a) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at the destination, including the normal travel time to the point of departure, as determined by the Employer;

(b) for travel by private means of transportation, the normal time as determined by the Employer, to the employee's place of residence or work place, as applicable, direct to the employee's destination and on the employee's return, direct back to the employee's residence or work place;

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

**32.06 If an employee is required to travel as set forth in clauses 32.04 and 32.05:**

(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 her regular scheduled working hours,

and

(ii) at the applicable overtime rate for additional travel time in excess of his or her scheduled hours of work and travel, with a maximum payment for such additional 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 traveled to a maximum of twelve (12) hours' pay at the straight-time rate of pay.

### **32.07**

(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 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) period.

## **PART IV – LEAVE PROVISIONS**

### **ARTICLE 33**

#### **LEAVE – GENERAL**

### **33.01**

(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 leave credits shall be reconverted into days, with one 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 leave being equal to the number of hours of work scheduled for the employee for the day in question

(c) Notwithstanding the above, in Article 47, Bereavement Leave With Pay, a "day" will mean a calendar day.

**Clause 33.02 does not apply to employees in the Education and Library Science Group.**

**33.02 Except as otherwise specified in this Agreement:**

(a) where leave without pay for a period in excess of three (3) months is granted to an employee for more than illness, the total period of leave granted shall be deducted from "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave;

(b) time spent on such leave which is for a period of more than three (3) months shall not be counted for salary increment purposes.

**33.03 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.**

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

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

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

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

**33.08 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 credited by the employee, as calculated from the classification prescribed in the employee's certificate of appointment as of the date of the termination of the employee's employment.**

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

**Clause 33.10 does not apply to employees in the Education and Library Science Group.**

**33.10 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**

**extra duties in respect of which the employee is paid the allowance were assigned to the employee on a basis, or for a period of two (2) or more months prior to the period of leave.**

## **ARTICLE 34**

### **VACATION LEAVE WITH PAY**

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

#### **Accumulation of vacation leave credits**

**34.02 For each calendar month in which an employee has earned at least ten (10) days' pay, the employee shall earn vacation leave credits at the rate of:**

(a) one and one-quarter ( $1 \frac{1}{4}$ ) days until the month in which the anniversary of the employee's eighth anniversary of service occurs;

#### **For employees classified as LS only.**

one and one-quarter ( $1 \frac{1}{4}$ ) days until the month in which the anniversary of the employee's seventh anniversary of service occurs;

(b) one and two-thirds ( $1 \frac{2}{3}$ ) days commencing with the month in which the employee's eighth (8th) anniversary of service occurs;

#### **For employees classified as LS only.**

one and two-thirds ( $1 \frac{2}{3}$ ) days commencing with the month in which the employee's seventh (7th) anniversary of service occurs;

(c) one and eleven-twelfths ( $1 \frac{11}{12}$ ) days commencing with the month in which the employee's seventh anniversary of service occurs;

(d) two and one-twelfth ( $2 \frac{1}{12}$ ) days commencing with the month in which the employee's eighth anniversary of service occurs;

(e) two and one-third ( $2 \frac{1}{3}$ ) days commencing with the month in which the employee's ninth anniversary of service occurs;

(f) two and one-half ( $2 \frac{1}{2}$ ) days commencing with the month in which the employee's tenth anniversary of service occurs;

(g) however, an employee who has received or is entitled to receive furlough leave shall have the vacation credits earned under this clause, reduced by five-twelfths ( $\frac{5}{12}$ ) of a day per month from the beginning of the month in which the employee's twentieth (20th) anniversary of service occurs until the beginning of the month in which the employee's twenty-fifth (25th) anniversary of service occurs.

**34.03**



(a) For the purpose of clause 34.02 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, has received or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is re-appointed to the Public Service within one year following the date of lay-off.

(b) Notwithstanding (a) above, an employee who was a member of one of the bargaining units listed in Schedule 1 on the date of signing of the relevant collective agreement or an employee who became a member of those units between the date of signing of the relevant collective agreement and May 31, 1990, shall retain the purpose of "service" and of establishing his or her vacation entitlement pursuant to this clause, those former services which had previously qualified for counting as continuous employment, until such time as his or her employment in the Public Service is terminated.

### **Bargaining units and dates of signing**

AS, IS, and PM, May 17, 1989

CR, DA, OE, and ST, May 19, 1989

GL&T, May 4, 1989

GS, August 4, 1989

EG, May 17, 1989

DD and GT, May 19, 1989

ED, May 17, 1989

LS, May 17, 1989

**34.04 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits for the current vacation year. An employee who has completed six (6) months of continuous employment is entitled to receive an advance vacation leave equivalent to the anticipated credits for the current vacation year.**

### **Scheduling of vacation leave with pay**

#### **34.05**

(a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.

(b) Subject to the following subparagraphs, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:

(i) to provide an employee's vacation leave in an amount and at such time as the employee may request;

(ii) not to recall an employee to duty after the employee has proceeded on vacation leave;

(iii) not to cancel nor alter a period of vacation or furlough leave which has been approved in writing.

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

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

(a) is granted bereavement leave,

or

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

or

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

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

**34.08 Advance Payments**

(a) The Employer agrees to issue advance payments of estimated net salary for vacation periods of more than one complete week, 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.

(b) Providing the employee has been authorized to proceed on vacation leave for the period concerned, advance of going on vacation shall be made prior to the commencement of leave. Any overpayment 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.

**34.09 Recall From Vacation Leave**

(a) Where an employee is recalled to duty during any period of vacation or furlough leave, the employee shall be reimbursed for reasonable expenses 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.

**Additional provision**

***Sub-clause (iii) applies to employees classified as GS only.***

**(iii) Such expenses shall include any non-refundable deposit that the employee has lost in consequence of the employee having been recalled to duty, or submitting such accounts as are normally required by the Employer.**

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

### **34.10 Cancellation or Alteration of Vacation Leave**

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 such losses.

### **34.11 Carry-Over and/or Liquidation of Vacation Leave**

**Sub-clauses (a) and (b) apply to employees in the Program and Administration Services Group only. See provisions for other employees.**

(a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave, up to a maximum of thirty-five (35) days credits, shall be carried over into the following vacation year. All vacation leave credits in excess of thirty-five (35) days shall be automatically paid in cash at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.

(b) Notwithstanding paragraph (a), if on March 31, 1999, or on the date an employee becomes subject to this Agreement after March 31, 1999, an employee has more than thirty-five (35) days of unused vacation leave credits, a minimum of ten (10) credits per year shall be granted or paid in cash by March 31st of each year commencing on March 31, 2000, until all vacation leave credits in excess of thirty-five (35) days have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31st of the applicable previous vacation year.

#### **Alternate provisions**

***This clause applies to employees in the Operational Services and the Technical Services Groups.***

**Where in any vacation year, the Employer has not granted all of the vacation leave credited to an 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.**

**The following sub-clauses (a), (b), (c), (d), and (e) apply to employees in the Education and Health Services Group only.**

**(a) The leave entitlement for the current vacation year shall be used first.**

(b) Where in any vacation year, an employee has not been granted all of leave credited to him or her, the unused portion of annual leave shall be into the following year, except that the unused portion of annual leave in thirty (30) days shall be automatically converted into cash, by multiplying of days to which the excess leave credits correspond by the daily rate of applicable to the classification prescribed in the employee's certificate of employment of his or her substantive position in effect on the last day of preceding fiscal year.

(c) An employee who, on the date of the signature of this Agreement, has thirty (30) days of annual leave credits earned during previous years must each of the subsequent four (4) years, use and/or have converted into cash twenty-five percent (25%) of the portion of credits exceeding thirty (30) beginning on April 1, 1999. The sum shall be paid in one (1) payment per shall be calculated by multiplying the number of days of annual leave in the daily rate of pay applicable to the classification prescribed in the employee's certificate of appointment of his or her substantive position in effect on the of the preceding year.

(d) When in a vacation year, an employee has applied for vacation leave accordance with Clause 34.05, and was not granted all the leave requested portion of the yearly entitlement of leave that was not granted should be by mutual agreement into the next vacation year. Such mutual agreement be unreasonably withheld.

(e) While vacation leave credits shall normally not exceed thirty (30) days of the current year entitlement, an employee may request, in exceptional circumstances, to carry-over additional vacation leave credits for specific Such request shall include the duration and purpose of the carry-over.

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

#### **Leave when employment terminates**

**34.13** When an employee dies or otherwise ceases to be employed, the employee's estate or the employer shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation or furlough leave to the employee's credit by the daily rate of pay as calculated from the classification prescribed in the certificate of appointment on the date of the termination of employment.

**34.14** Notwithstanding clause 34.13, an employee whose employment is terminated for cause pursuant to paragraph 51(1)(g) of the *Canada Customs and Revenue Agency Act* by reason of abandonment of his or her position is entitled to receive the payment referred to in clause 34.13, if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

**34.15 Where the employee requests, the Employer shall grant the employee his or her unused vacation credits prior to termination of employment if this will enable the employee, for purposes of severance p complete the first year of continuous employment in the case of lay-off, and the tenth (10th) year of con employment in the case of resignation.**

#### **34.16 Appointment to a Schedule I Employer**

Notwithstanding clause 34.13, an employee who resigns to accept an appointment with an organization listed in S the *Public Service Staff Relations Act* may choose not to be paid for unused vacation and furlough leave credits that the appointing organization will accept such credits.

#### **34.17**

**The following clause applies to employees classified as GS in the Operational Services Group, to empl Technical Services Group, and to employees in the Education and Library Science Group.**

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

**The following clause applies to employees classified as LS who work variable hours.**

Employees scheduled to work any portion of a fiscal year under the variable hours of work provisions of this Agre not have fractional vacation entitlement of more or less than one-half (1/2) day increased to the nearest half day.

#### **34.18 Summer Leave for Employees Classified as ED-LAT Only**

Employees shall be granted leave without pay during the months of May, June, July, August, and September prov for such leave is received by the Employer on or before March 31st in each year, and provided that leave without immediately follows the annual leave. The total number of requests for leave without pay, spread over the aforeme (5) months shall not exceed four percent (4%) of the employees subject to this agreement. The total number of w with pay earned by the employee together with the total number of weeks of leave without pay granted to the emp not exceed ten (10) weeks. The period of leave of absence without pay shall be considered as time worked for tl accruing leave credits providing the employee continues in the employment of the Employer in the month immediat the employee's return to work.

### **ARTICLE 35**

#### **SICK LEAVE WITH PAY**

##### **Credits**

#### **35.01**

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

**Clause (b) does not apply to employees in the Education and Library Science Group.**

(b) A shift worker shall earn additional sick leave credits at the rate of one-sixth (1/6) of a day for each 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 fifty (50) sick leave credits during the current fiscal year.

### **35.02 – DELETED**

#### **Granting of sick leave**

**35.03 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.

**35.04 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 35.03(a), if the total number of days of sick leave granted in a fiscal year does not exceed ten (10) days solely on the basis of statements signed by the employee. The Employer may extend the above time limit based on individual circumstances.**

#### **Alternate provision**

*This clause applies to employees in the Education and Library Science Group only.*

**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 clause 35.03.**

**35.05 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 35.03, 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.**

**35.06 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 granted sick leave with pay.**

**35.07 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay in lieu of 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 on a later date.**

**35.08 Sick leave credits earned but unused by an employee during a previous period of employment in this**

**Service shall be restored to an employee whose employment was terminated by reason of layoff and will be re-appointed in the Public Service within two (2) years from the date of layoff.**

**35.09 The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity to paragraph 51(1)(g) of the *Canada Customs and Revenue Agency Act* at a date earlier than the date an employee will have utilized his or her accumulated sick leave credits, except where the incapacity is the injury or illness for which Injury on Duty Leave has been granted pursuant to Article 37.**

## **ARTICLE 36**

### **MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES**

**36.01 Up to half a day of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.**

**36.02 Where a series of continuing appointments are necessary for the treatment of a particular condition to the pregnancy, absences shall be charged to sick leave.**

## **ARTICLE 37**

### **INJURY-ON-DUTY LEAVE**

**37.01 An employee shall be granted injury-on-duty leave with pay for such period as may be reasonable by the Employer when a claim has been made pursuant to the *Government Employees Compensation Act* and the 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 of pay resulting from or in respect of such injury, illness, or disease providing, however, that such amount does not exceed the amount of the employee's personal disability policy for which the employee or the employee's agent has paid the premium.

## **ARTICLE 38**

### **MATERNITY LEAVE WITHOUT PAY**

#### **38.01 Maternity Leave Without Pay**

(a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay beginning before, on, or after the termination date of pregnancy and ending not later than seventeen

after the termination date of pregnancy.

(b) Notwithstanding paragraph (a):

(i) where the employee has not yet proceeded on maternity leave without pay at the time a newborn child is hospitalized,

or

(ii) where the employee has proceeded on maternity leave without pay and then returned 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 of termination of pregnancy by a period equal to that portion 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 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 term terminates, subject to the provisions set out in Article 35, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 35, 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 at least four (4) weeks in advance of the initial date of her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of her absence during which termination of pregnancy is expected to occur unless there is a valid reason why such 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.

### **38.02 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 (i), provided that she:

(i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay.



maternity leave without pay,

(ii) provides the Employer with proof that she has applied for and is in receipt of benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of 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 unless the return to work date is modified by the approval of another leave;

(B) within eighteen (18) months following her return to work, as defined 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 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 defined 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:

$$\frac{(26 \text{ weeks}) \times (\text{number of weeks during which she received the maternity allowance})}{(17 \text{ weeks})}$$

(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 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:

$$(\text{allowance received}) \times (\text{number of hours not worked following her return to work})$$

[total number of hours to be worked as specified in (B) or (C)]

however, an employee whose specified period of employment expires is rehired by the same department within a period of five days or less is not indebted for the amount if her new period of employment is sufficient to satisfy 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. Periods of leave without pay shall not 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 percent (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 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 percent (93%) of her weekly rate of pay less any other monies earned during this period shall result in a decrease in Employment Insurance benefits to which she would have been entitled had no extra monies had been earned during this period.

(d) At the employee's request, the payment referred to in subparagraph 38.02(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). 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/part-time basis during the six (6)-month period preceding the commencement of 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 at the substantive level to which she is appointed.

(h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding commencement of maternity leave without pay an employee has been on an acting assignment for at least 12 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.

### **38.03 Special Maternity Allowance for Totally Disabled Employees**

(a) An employee who:

(i) fails to satisfy the eligibility requirement specified in subparagraph 38.02(a)(ii) because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, Long-term Disability (LTD) Insurance portion of the Public Service Management 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 38.02(a) and those specified in sections (A) and (B) of subparagraph 38.02(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 percent (93%) of her weekly rate of pay and the 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 38.02 for a combined total of 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).

## **ARTICLE 39**

### **MATERNITY-RELATED REASSIGNMENT OR LEAVE**

**39.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or to be reassigned 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.**

**39.02 An employee's request under clause 39.01 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 or minimize the risk. Dependent upon the particular circumstances of the request, the Employer may obtain a second medical opinion.**

**independent medical opinion.**

**39.03 An employee who has made a request under clause 39.01 is entitled to continue in her current job. Employer examines her request, but, if the risk posed by continuing any of her job functions so require, 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.

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

**39.05 Where the Employer concludes that a modification of job functions or a reassignment that would be required by the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall 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) months after the birth.**

**39.06 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 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 40**

### **PARENTAL LEAVE WITHOUT PAY**

#### **40.01 Parental Leave Without Pay**

(a) Where an employee has or will have the actual care and custody of a new-born child (including a 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 a court 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 (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 return to work for all or part of the period during which his or her child is hospitalized, the parental leave without pay specified in the original leave request may be extended to 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 child of a spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (b) and (c).

(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 by the CCRA shall not exceed a total of twenty-six (26) weeks for both individuals combined.

(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 parental leave without pay shall count for pay increment purposes.

#### **40.02 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 paragraph (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 application for another form of leave;

(B) within ten (10) months of his or her return to work, as described in paragraph (A).

(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:

$$\frac{(15 \text{ weeks}) \times (\text{number of weeks during which he/she received the parental allowance})}{(12 \text{ weeks})}$$

(D) should he or she fail to return to work in accordance with 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 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 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:

$$\frac{(\text{allowance received}) \times (\text{number of hours not worked following his/her return to work})}{[\text{total number of hours to be worked as specified in (B) or (C)}]}$$

however, an employee whose specified period of employment expires and he or she is rehired by the same department within a period of five days or less will not be 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. Periods of leave without pay will not 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 parental allowance payments:

Employment Insurance parental benefits, ninety-three percent (93%) of his/her 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 an 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 percent (93%) of his or her rate of pay less any other monies earned during this period which may result in a reduction of Employment Insurance benefits to which he or she would have been eligible if no other 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 40.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of the parental benefits.

(e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c). 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/part-time basis during the six (6)-month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay referred to in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings during the six (6)-month period by the straight-time earnings the employee would have earned working full time during the six (6)-month period.

(g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled at 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 three (3) 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 benefits, 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.

### **40.03 Special Parental Allowance for Totally Disabled Employees**

(a) An employee who:

(i) fails to satisfy the eligibility requirement specified in subparagraph 40.02(a)(ii) because a concurrent entitlement to benefits under the Disability Insurance (DI) Long-term Disability (LTD) Insurance portion of the Public Service Management Plan (PSMIP), or via the *Government Employees Compensation Act* prevent employee from receiving Employment Insurance parental benefits,

and

(ii) has satisfied all of the other eligibility criteria specified in paragraph 40.02(a) those specified in sections (A) and (B) of subparagraph 40.02(a)(iii),

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

(b) An employee shall be paid an allowance under this clause and under clause 40.02 for a combine more than the number of weeks during which the employee would have been eligible for parental ber to Section 23 of the *Employment Insurance Act*, had the employee not been disqualified from Emp Insurance parental benefits for the reasons described in subparagraph (a)(i).

## **ARTICLE 41**

### **LEAVE WITHOUT PAY FOR THE CARE AND NURTURING OF PRESCHOOL AGE CHILDREN**

**41.01 Both parties recognize the importance of access to leave for the purpose of care and nurturing of age children.**

**41.02 An employee shall be granted leave without pay for the personal care and nurturing of the emplo preschool age children (including children of common-law spouse) in accordance with the following conc**

(a) an employee shall notify the Employer in writing as far in advance as possible but not less than fc in advance of the commencement date of such leave, unless because of an urgent or unforeseeable c 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 tot employment in the Public Service;

(d) leave granted for periods of one year or less shall be scheduled in a manner which ensures contir delivery.



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

## **ARTICLE 42**

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

**42.01 Both parties recognize the importance of access to leave for the purpose of long-term care of a p:**

**42.02 An employee shall be granted leave without pay for the long-term personal care of the employee 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 fo in advance of the commencement date of such leave, unless because of an urgent or unforeseeable c 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 tot employment in the Public Service;
- (d) leave granted for periods of one year or less shall be scheduled in a manner which ensures contir delivery.

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

## **ARTICLE 43**

### **LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES**

**43.01 For the purpose of this Article, family is defined as spouse (or common-law spouse resident with t employee), dependent children (including foster children or children of legal or common-law spouse), pa (including step-parents or foster parents), or any relative permanently residing in the employee's house whom the employee permanently resides.**

**43.02 The total leave with pay which may be granted under this Article shall not exceed five (5) days in year.**

**43.03 Subject to clause 43.02, the Employer shall grant leave with pay under the following circumstanc**

- (a) up to one (1) day to take a dependent family member for medical or dental appointments, or for with school authorities or adoption agencies, if the supervisor was notified of the appointment as far possible;
- (b) to provide for the immediate and temporary care of a sick member of the employee's family and 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) two (2) days leave with pay for needs directly related to the birth or to the adoption of the employee which may be divided into two (2) periods and granted on separate days.

## **ARTICLE 44**

### **LEAVE WITHOUT PAY FOR PERSONAL NEEDS**

#### **44.01 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 under each of paragraphs (a) and (b) during the employee's total period of employment in the Public Service. Leave without pay granted under paragraph (a) may not be used in combination with maternity or parental leave without the consent of the Employer.

#### **Additional provisions**

#### **The following sub-clauses (d) and (e) apply to the Education and Library Science Group only.**

- (d) leave without pay granted under paragraph (a) of this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes;
- (e) leave without pay granted under paragraph (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

## **ARTICLE 45**

### **MARRIAGE LEAVE WITH PAY**

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

**45.02 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, the amount equal to the amount paid to the employee during the period of leave will be recovered by the Employer from any monies owed to the employee.**

## ARTICLE 46

### LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE

**46.01 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.**

#### **Additional provision**

**The following clause applies to the Education and Library Science Group only.**

Leave without pay granted under this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

## ARTICLE 47

### BEREAVEMENT LEAVE WITH PAY

**47.01 For the purpose of this Article, immediate family is defined as father, mother (or alternatively 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.**

**47.02 When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement leave period of five (5) 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 funeral.**

**47.03 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.**

**47.04 If, during a period of sick leave, vacation leave, or compensatory leave, an employee is bereaved under circumstances under which he or she would have been eligible for bereavement leave with pay under clause 47.02 and 47.03, 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.**

**47.05 It is recognized by the parties that the circumstances which call for leave in respect of bereavement shall be based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different from that provided for in clauses 47.02 and 47.03.**

## ARTICLE 48

### COURT LEAVE

**48.01 The Employer shall grant leave with pay to an employee for the period of time he or she is comp**

- (a) to be available for jury selection;
  - (b) to serve on a jury;
  - (c) by subpoena or summons or other legal instrument 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 House of Commons otherwise than in the performance of the duties of the employment position,
    - (iv) before a legislative council, legislative assembly or house of assembly, or any 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 an inquiry and to compel the attendance of witnesses before it.

**ARTICLE 49****PERSONNEL SELECTION LEAVE**

**49.01 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 attend and from the place where his or her presence is so required.**

**ARTICLE 50****EDUCATION LEAVE WITHOUT PAY**

**Clauses 50.01 to 50.04 do not apply to employees classified as ED and LS.**

**50.01 The Employer recognizes the usefulness of education leave. Upon written application by the employee with the approval of the Employer, an employee may be granted education leave without pay for varying up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for study 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.**

**50.02 At the Employer's discretion, an employee on education leave without pay under this Article may be required to attend a recognized institution for study 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.**

**allowance in lieu of salary of up to 100% (one hundred percent) of the employee's annual rate of pay, and 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.**

**50.03 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 allowances are to be continued in whole or in part.**

#### **50.04**

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

(b) If the employee:

(i) fails to complete the course,

(ii) does not resume employment with the Employer on completion of the course

or

(iii) ceases to be employed, except by reason of death or lay-off, before the termination 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 leave or such lesser sum as shall be determined by the Employer.

**Clauses 50.05 to 50.15 apply to employees classified as ED only.**

#### **Education Leave**

**50.05 For the purposes of clauses 50.06 to 50.15, the Employer will normally consider once per year the applications for education leave, when the courses begin after June 1st of the current year and end no later than June 30th of the following year.**

**50.06 The Employer recognizes the usefulness of education leave and will grant such leave to employees for varying periods of up to one (1) year which can be renewed by mutual agreement in order to permit them to undertake additional or special training in some field of education in which special preparation is needed to enable the applicant to fill his or her present role more adequately in order to permit the employee to undertake some field in which training is needed in order to provide a service which the Employer requires or is planning to provide.**

**50.07 Applications for education leave must normally be submitted to the Employer by April 1st of the following school year by all employees.**

**50.08 All applications must be accompanied by a statement outlining the field of study, the programme of**

**followed, and the value of the leave to the employee and to the Employer.**

**50.09** The criteria for selection proposed by the Employer are submitted to the appropriate Alliance representative for consultation purposes, as provided for in Article 21. Subsequent to such consultation, the Employer provides selection criteria which will be used and provides a copy of these to the appropriate Alliance representative. Applications for education leave will be reviewed by the Employer, and a list of the applications received, including the names of the applicants to whom the Employer grants the leave, shall be provided to the appropriate Alliance representative. The employee will then be advised in writing on or before May 1st whether his or her application has been accepted or rejected.

**50.10** Education leave shall be granted to the maximum possible number of employees who make applications for such leave, but in any case shall be not less than one percent (1%) of the total number person-years in the respective Sub-Group, as determined on April 1st of each year.

**50.11** An employee on education leave shall receive allowances in lieu of salary equivalent to from fifty (50%) to one hundred percent (100%) of basic salary.

**50.12** For the purpose of calculating the education leave allowance, the term "basic salary" shall include compensation and allowance set out in the collective agreement already paid to an employee.

**50.13** Allowances already being received by the employee but not provided for in this collective agreement shall, at the discretion of the Employer, be continued during the period of education leave and the employee shall be advised when the leave is approved whether such allowances are to be continued in whole or in part.

**50.14** As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to commencement of the leave to return to the service of the Employer for a period at least equal to the period of the leave granted.

If the employee:

(a) fails to complete the approved programme of studies;

(b) does not resume employment with the Employer following completion of the programme;

or

(c) ceases to be employed before termination of the period he or she has undertaken to serve after completion of the program,

the employee shall repay the Employer all allowances paid to him or her during the education leave or such lesser amount as may be determined by the Employer.

**50.15** The employee shall be returned to a position at a basic salary level not lower than the position held immediately prior to the commencement of the leave.

**Clauses 50.16 and 50.17 apply to employees classified as LS only.**

**50.16 Education leave**

(a) An employee may be granted education leave without pay for varying periods up to one (1) year be renewed by mutual agreement, to attend a recognized institution for additional or special studies in education in which special preparation is needed to enable the employee to fill his or her present role adequately, or to undertake studies in some field in order to provide a service which the Employer is planning to provide.

(b) An employee on education leave, under this clause, shall receive allowances in lieu of salary equivalent to less than fifty percent (50%) of his or her basic salary provided that where the employee receives a grant 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.

(c) Any allowance already being received by the employee and not part of his or her basic salary shall be included in the calculation of the education leave allowance.

(d) Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave and the employee shall be notified when the leave is approved. Such allowances are to be continued in whole or in part.

(e) As a condition to the granting of education leave, 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, except with the permission of the Employer,

(i) fails to complete the course,

(ii) does not resume employment with the Employer on completion of the course

or

(iii) ceases to be employed before termination of the period he or she has undertaken after completion of the course,

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

(f) The Employer will endeavour to return the employee to a position at a basic salary level not lower than the position he or she occupied immediately prior to the commencement of the education leave.

### **50.17 Attendance at Conferences and Conventions**

(a) In order that each employee shall have the opportunity for an exchange of knowledge and experience with his or her professional colleagues, the employee shall have the right to apply to attend a reasonable number of conferences or conventions related to his or her field of specialization. The Employer may grant leave and reasonable expenses, including registration fees, to attend such gatherings, subject to budgetary and operational constraints as determined by the Employer.

(b) An employee who attends a conference or convention at the request of the Employer to represent the Employer shall be deemed to be on duty and, as required, in travel status.

(c) An employee invited to participate in a conference or convention in an official capacity, such as to give a formal address or to give a course related to his or her field of employment, may be granted leave without pay for the purpose and may, in addition, be reimbursed for his or her payment of registration fees and reasonable expenses.

(d) An employee shall not be entitled to any compensation under Articles 28 and 32 in respect of his or her attendance at or travelling to or from a conference or convention, under the provisions of this clause as may be provided in clause 50.17(b).

## ARTICLE 51

### CAREER DEVELOPMENT LEAVE

**Clauses 51.01 to 51.03 do not apply to employees classified as ED and LS.**

**51.01 Career development refers to an activity which, in the opinion of the Employer, is likely to be of benefit 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:**

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

**51.02 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 clause 51.01. The employee shall receive compensation under Article 28, Overtime, and Article 32, Travelling Time, during time spent on career development leave provided for in this Article.**

**51.03 Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.**

**Clause 51.04 applies to employees classified as ED only.**

#### **51.04 Professional development**

(a) Professional development refers to an activity which, in the opinion of the Employer, is likely to be of benefit to the individual in furthering his or her professional development and to the organization in achieving its goals. The following activities shall be deemed to be part of professional development:

- (i) a course given by the Employer;
- (ii) a course offered by a recognized academic institution;
- (iii) a research program carried out in a recognized institution;



(iv) a symposium, seminar, convention, or study session in a specialized field directly related to the employee's work.

(b) Where an employee has submitted an application for professional development leave in one of the categories described in clause 51.04(a) above and has been selected by the Employer, the employee shall continue to receive his or her normal salary plus any allowances that apply, in addition to any increments to which the employee may be entitled. The employee shall receive no pay under Articles 28 and 32 during the period of professional development leave provided for in this clause.

(c) Employees taking professional development training shall be reimbursed for all reasonable travel expenses incurred by them which the Employer may deem appropriate.

(d) Once the Employer has selected an employee for professional development leave, according to clause 51.04(a)(ii), (iii), (iv) above, the Employer shall consult with the employee to determine the location where the work or study program concerned will be undertaken and the duration of the programme.

(e) Attendance at courses at the request of the Employer – If an employee attends a course at the request of the Employer, the employee shall be considered as being on duty and his or her pay and allowances shall be determined accordingly.

#### **Clause 51.05 applies to employees classified as LS only.**

#### **51.05 Professional development**

(a) The parties to this agreement share a desire to improve professional standards by giving employees the opportunity, on occasion,

(i) to participate in seminars, workshops, short courses, or similar out-service programs to keep up to date with knowledge and skills in their respective fields,

(ii) to conduct research or to perform work related to their normal research programs at other institutions or locations other than those of the Employer,

or

(iii) to perform work in a co-operating department or agency for a short period of time in order to enhance the relevant subject knowledge or the technical expertise of the employee.

(b) An employee may apply at any time for professional development under this clause and the Employer may select an employee at any time for such professional development.

(c) When an employee is selected by the Employer for professional development under this clause, the Employer will consult with the employee before determining the location and duration of the program of work to be undertaken.

(d) An employee selected for professional development, under this clause, will continue to receive his or her normal compensation, including any increase for which the employee may become eligible. The employee shall be entitled to any compensation under Articles 28 and 32 while on professional development under this clause.

(e) An employee on professional development, under this clause, may be reimbursed for reasonable expenses and such other additional expenses as the Employer deems appropriate.

## **ARTICLE 52**

### **EXAMINATION LEAVE WITH PAY**

**Clause 52.01 does not apply to employees classified as ED and LS.**

**52.01 At the Employer's discretion, examination leave with pay may be granted to an employee for the writing an examination which takes place during the employee's scheduled hours of work.**

**Clause 52.02 applies to employees classified as ED only.**

**52.02 Leave of absence 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 of absence will be granted only if the course of study is directly related to the employee's duties or will improve his or her professional qualifications.**

**Clause 52.03 applies to employees classified as LS only.**

**52.03 Leave of absence with pay to write examinations may be granted by the Employer to an employee on educational leave. Such leave will be granted only where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his or her qualifications.**

## **ARTICLE 53**

### **PRE-RETIREMENT LEAVE**

**53.01 Effective on the date of signing of this collective agreement, the Employer will provide five (5) days of leave per year, up to a maximum of twenty-five (25) days, to employees fifty-five (55) years old and over with a minimum of thirty (30) years of service.**

## **ARTICLE 54**

### **LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

**54.01 At its discretion, the Employer may grant:**

- (a) leave with pay when circumstances not directly attributable to the employee prevent his or her performance of 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 55**

#### **RESTRICTION ON OUTSIDE EMPLOYMENT**

**55.01 Unless otherwise specified by the Employer as being in an area that could represent a conflict of employees shall not be restricted in engaging in other employment outside the hours they are required by the Employer.**

### **ARTICLE 56**

#### **STATEMENT OF DUTIES**

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

### **ARTICLE 57**

#### **DUTY ABOARD VESSELS**

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

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

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

**57.04 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 (\$3,000) dollars based on replacement cost.**

**57.05**

(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 58

### EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

#### 58.01

(a) When a formal assessment of an employee's performance is made, the employee concerned must have the 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 not an indication of 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 a sufficient amount of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is being evaluated.

(c) An employee has the right to make written comments to be attached to the performance review form.

#### 58.02

(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 provided to the employee.

**58.03 Upon written request of an employee, the personnel file of that employee shall be made available to the employee for his or her examination in the presence of an authorized representative of the Employer.**

## ARTICLE 59

### MEMBERSHIP FEES

**This article does not apply to employees in the Operational Services Group and to employees in the Technical Services Group.**

**59.01 The Employer shall reimburse an employee for the payment of membership or registration fees to a professional organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.**

**59.02 Membership dues referred to in Article 11, Check-Off, of this Agreement are specifically excluded and reimbursable fees under this Article.**

## **ARTICLE 60**

### **PROFESSIONAL ACCOUNTING ASSOCIATION ANNUAL MEMBERSHIP FEE**

**60.01 When related to the performance of the duties of their position, the Employer undertakes to reimburse employees covered by this collective agreement their annual membership fee paid to one of either Canadian professional accounting associations represented by the Institute of Chartered Accountants (CA), or the Institute of Management Accountants (C.M.A.), or the Association of Certified General Accountants (C.G.A.) and respective provincial organization.**

**60.02 Upon receipt of proof of payment by the employee, the Employer will reimburse the annual membership fee that becomes due after the date of signing of the agreement.**

**60.03 Reimbursement covered by this Article does not include arrears of previous years' dues or any charges requested by an accounting association.**

## **ARTICLE 61**

### **WASH-UP TIME**

**This article does not apply to employees in the Education and Library Science Group.**

**61.01 Where the Employer determines that due to the nature of work there is a clear cut need, wash-up time of 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 prescribed 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 compared with those of a full-time employee (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 clause 2.01.**

**62.04 The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked more than 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 absence in accordance with subparagraph 28.07(c)(i), or is entitled to receive a minimum payment rather than pay for actual time worked during a period of standby, in accordance with subparagraphs 28.06(c)(i) or 28.07(c)(i), the part-time employee shall be entitled to 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 28.06(c)(i) or 28.07(c)(i), the employee shall be entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be entitled to 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 one-quarter percent (4 1/4 %) for all straight-time hours worked.**

**62.08 Subject to paragraph 25.23(d), 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 30.02, 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 30.02, 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 the number of hours in the employee's normal workweek, at the rate for years of service established in clause 34.02 of the Agreement, prorated and calculated as follows:

- (a) when the entitlement is one and one-quarter ( $1 \frac{1}{4}$ ) days a month, 0.250 multiplied by the number of hours in the employee's workweek per month;
- (b) when the entitlement is one and two-thirds ( $1 \frac{2}{3}$ ) days a month, 0.333 multiplied by the number of hours in the employee's workweek per month;
- (c) when the entitlement is one and eleven-twelfths ( $1 \frac{11}{12}$ ) days a month, 0.383 multiplied by the number of hours in the employee's workweek per month;
- (d) when the entitlement is two and one-twelfth ( $2 \frac{1}{12}$ ) days a month, 0.417 multiplied by the number of hours in the employee's workweek per month;
- (e) when the entitlement is two and one-third ( $2 \frac{1}{3}$ ) days a month, 0.466 multiplied by the number of hours in the employee's workweek per month;
- (f) when the entitlement is two and a half ( $2 \frac{1}{2}$ ) days a month, 0.500 multiplied by the number of hours in the employee's workweek per month;
- (g) however, a part-time employee who has received or is entitled to receive furlough leave shall have vacation leave credits earned reduced by one-twelfth ( $1/12$ ) of the hours in the part-time workweek, the month in which the twentieth (20th) anniversary of service occurs until the beginning of the month or her twenty-fifth (25th) 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 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 and 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 47, 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 employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period 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 pay calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed on 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 for any period in respect of which the employee was granted severance pay under clause (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 twelve (12) 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 *Service Superannuation Act* or when the employee is entitled to an immediate allowance, under the *Public Service Superannuation Act*,

or

(ii) a part-time employee, who regularly works more than thirteen and one-half (13.5) but less than thirty (30) hours a week, and who, if he or she were a contributor under the *Service Superannuation Act*, would be entitled to an immediate annuity thereunder or 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, comprising 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 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 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 or incompetence pursuant to paragraph 51(1)(g) of the *Canada Customs and Revenue Agency 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 incapacity or incompetence pursuant to paragraph 51(1)(g) of the *Canada Customs and Revenue Agency 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 the circumstances shall the maximum severance pay provided under clause 63.01 be pyramided.**

### **63.03 Appointment to a Schedule I Employer**

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

(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 public service as identified in Article 1 of this Agreement during the retroactive period;

(iii) rates of pay shall be paid in an amount equal to what would have been paid if this Agreement had been signed or an arbitral award rendered therefore on the effective date of the retroactive 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 subparagraph (b)(iii), the former employees or their representatives shall notify, by registered mail, such individuals at their last known address that they intend to claim the retroactive pay within thirty (30) days from the date of receipt of the registered letter to request in writing

payment, after which time any obligation upon the Employer to provide payment

(v) no payment or no notification shall be made pursuant to paragraph 64.03(b) or less.

**64.04 Where a pay increment and a pay revision are effected on the same date, the pay increment shall 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 Treasury Board Secretariat 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, 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 treated as a day worked for purposes of the qualifying period.

#### **Alternate provision**

*This clause applies to employees in the Operational Services Group only.*

**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 one (1) full workday or one (1) full shift, 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.**

**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 Agreement may be amended by mutual consent.**

## **ARTICLE 66**

### **DURATION**

**66.01 This Agreement shall expire on October 31, 2000.**

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

**SIGNED AT OTTAWA, this 23<sup>rd</sup> day of the month of June 2000**

**THE CANADA CUSTOMS AND REVENUE  
AGENCY**

Robin D. Glass  
Claude P. Tremblay  
Nelson Sanscartier  
Pierre Fréchette  
Dale Holmes  
Gail Stewart  
Cynthia Leblanc  
Al Campbell  
Laraine Spencer  
Anne Pinsonneault  
Brian Grandy  
Pierre Bertrand  
Rachel Auclair  
René Houle

**THE PUBLIC SERVICE  
ALLIANCE OF CANADA**

Nycole Turmel  
Ron Cochrane  
David Orfald  
Chris Aylward  
Betty Bannon  
Robyn Benson  
Linda Cassidy  
Perry Daschuk  
Patricia Ducharme  
Sylvie Labrèche  
Denis Lalancette  
Kent MacDonald  
Ron Moran  
Michelle Neill  
Laurel Randle  
Nick Stein  
Barbara Stewart

**[APPENDIX "A" - PROGRAM AND ADMINISTRATION SERVICES GROUP \(Annual rates of pay notes\)](#)**

**[APPENDIX "B" - PROVISIONS APPLICABLE TO EMPLOYEES IN THE OPERATIONAL SER GROUP ONLY](#)**

**[APPENDIX "C" - PROVISIONS APPLICABLE TO EMPLOYEES IN THE EDUCATION AND LI SCIENCE GROUP ONLY](#)**

**[APPENDIX "D" - MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADA CUSTOMS AND REVENUE AGENCY AND THE PUBLIC SERVICE ALLIANCE OF CANADA](#)**

**[APPENDIX "E" - WORK FORCE ADJUSTMENT](#)**



**APPENDIX "A"****AS – ADMINISTRATIVE SERVICES GROUP****ANNUAL RATES OF PAY**

(in dollars)

**A – Effective November 1, 1999****B – Effective June 21, 2000****X – Restructure effective August 1, 2000****AS – TECHNOLOGICAL INSTITUTE RECRUITMENT**

From:	\$	18813	to	29689
To:	A	19189	to	30283
	B	19329	to	30504

**AS – DEVELOPMENT**

From:	\$	21352	to	33419
To:	A	21779	to	34087
	B	21938	to	34336

**AS-1**

From:	\$	34896	36225	37548	38872	
To:	A	35594	36950	38299	39649	
	B	35854	37220	38579	39938	
	X	35854	37220	38579	39938	40737

**AS-2**

From:	\$	38841	40326	41814	
To:	A	39618	41133	42650	
	B	39907	41433	42961	
	X	39907	41433	42961	43605

**AS-3**

From:	\$	41349	42887	44419	
To:	A	42176	43745	45307	
	B	42484	44064	45638	
	X	42484	44064	45638	46094

**AS-4**

From:	\$	44620	46230	47851
To:	A	45512	47155	48808
	B	45844	47499	49164

**AS-5**

From:	\$	52080	53998	55926
To:	A	53122	55078	57045
	B	53510	55480	57461

**AS-6**

From:	\$	60580	62844	65105
To:	A	61700	64101	66407

10:	A	01792	04101	00407
	B	62243	64569	66892
<b>AS-7</b>				
From:	\$	63362	to	73750
To:	A	64629	to	75225
	B	65101	to	75774
<b>AS-8</b>				
From:	\$	64116	to	78415
To:	A	65398	to	79983
	B	65875	to	80567

## ADMINISTRATIVE SERVICES GROUP

### PAY NOTES

#### PAY INCREMENT

##### **1. Full-Time Employees**

(a) The pay increment period for full-time employees at levels AS-TIRL and AS-DEV is 26 weeks and for full-time employees at levels AS-1 to AS-8 is 52 weeks.

(b) The pay increment date for a full-time employee appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after June 21, 1976, shall be the first Monday following the pay increment period as calculated from the date of the promotion, demotion or appointment from outside the Public Service. The pay increment periods listed in Pay Note 1(a) above will continue to apply to employees appointed prior to June 21, 1976.

##### **2. Part-Time Employees**

(a) Part-time employees at levels AS-1 to AS-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 levels AS-TIRL and AS-DEV 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.

##### **3. Levels AS-DEV and AS-TIRL**

(a) For employees in the Administrative Services – Technological Institute Recruitment range, an

increase at the end of an increment period shall be to a rate in the pay range which is one hundred and twenty dollars (\$120) higher than the rate at which the employee is being paid or, if there is no such rate, to the maximum of the pay range.

(b) For employees in the Administrative Services – Development range, an increase at the end of an increment period shall be to a rate in the pay range which is two hundred and forty dollars (\$240) higher than the rate at which the employee is being paid or, if there is no such rate, to the maximum of the pay range.

#### **4. Levels AS-7 and AS-8**

Pay increases within the level AS-7 or AS-8 performance pay range shall be in accordance with the directive governing Performance Pay for Represented Employees in the Administrative and Foreign Service Category, except that the term "increment" in the directive shall mean an amount equal to \$750 for the performance pay range effective November 1, 1999, provided the maximum of the range is not exceeded.

### **PAY ADJUSTMENT**

#### **5. Levels AS-TIRL and AS-DEV**

(a) An employee being paid in the Administrative Services – Technological Institute Recruitment or Development ranges shall have his or her rate of pay increased on November 1, 1999, to a rate of pay within the "A" range shown in Appendix "A" which is two percent (2.0%) higher than his or her former rate of pay, or if there is no such rate, to the maximum of the range.

(b) An employee being paid in the Administrative Services – Technological Institute Recruitment or Development ranges shall have his or her rate of pay increased on June 21, 2000, to a rate of pay within the "B" range shown in Appendix "A" which is decimal seventy-three percent (0.73%) higher than his or her former rate of pay, or if there is no such rate, to the maximum of the range.

#### **6. Levels AS-7 and AS-8**

(a) An employee who on November 1, 1999, was paid at level AS-7 or AS-8 shall be paid, effective November 1, 1999, within the "A" performance pay range at a rate of pay which is two percent (2.0%) higher than his or her former rate of pay, rounded to the nearest multiple of \$100.

(b) An employee who on June 21, 2000, was paid at level AS-7 or AS-8 shall be paid, effective June 21, 2000, within the "B" performance pay range at a rate of pay which is decimal seventy-three percent (0.73%) higher than his or her former rate of pay, rounded to the nearest multiple of \$100.

### **RESTRUCTURING**

#### **7. Levels AS-01 – 03**

(a) All employees who have been at the maximum of their level for at least twelve (12) months on August 1, 2000, will move to the new maximum on August 1, 2000.



(b) The new step increment added on August 1, 2000, shall not constitute the "lowest pay increment" for the purposes of determining whether an appointment is a promotion, nor for determining the rate of pay upon promotion.

## APPENDIX "A"

### CR – CLERICAL AND REGULATORY GROUP

#### ANNUAL RATES OF PAY

(in dollars)

**A – Effective November 1, 1999**

**B – Effective June 21, 2000**

#### CR-1

From:	\$	24095	24596	25107	25613	26112	26621
To:	A	24577	25088	25609	26125	26634	27153
	B	24756	25271	25796	26316	26828	27351

#### CR-2

From:	\$	26152	26756	27350	27948
To:	A	26675	27291	27897	28507
	B	26870	27490	28101	28715

#### CR-3

From:	\$	29664	30440	31218	31997
To:	A	30257	31049	31842	32637
	B	30478	31276	32074	32875

#### CR-4

From:	\$	32866	33738	34609	35475
To:	A	33523	34413	35301	36185
	B	33768	34664	35559	36449

#### CR-5

From:	\$	35919	36906	37901	38887
To:	A	36637	37644	38659	39665
	B	36904	37919	38941	39955

#### CR-6

From:	\$	40885	41959	43025	44102
To:	A	41703	42798	43886	44984
	B	42007	43110	44206	45312

#### CR-7

From:	\$	45349	46605	47863	49127
To:	A	46256	47537	48820	50110
	B	46594	47884	49176	50476

## CLERICAL AND REGULATORY GROUP

### PAY NOTES

#### WORK MEASUREMENT PLAN

1. Persons employed as casuals who are paid under the Work Measurement Plan will continue to be paid under the Plan in the event they become subject to this Agreement.

#### PAY INCREMENT

##### *2. Full-Time Employees*

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 March 4, 1976, 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 continue to apply to employees appointed prior to March 4, 1976.

##### Pay Increment Periods

Level	Full-Time Employees
CR-1	26 weeks
CR-2 to CR-7 (inclusive)	52 weeks

##### *3. Part-Time Employees*

(a) Part-time employees at levels CR-2 to CR-7 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 level CR-1 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"

**DA – DATA PROCESSING GROUP****ANNUAL RATES OF PAY**

(in dollars)

**A – Effective November 1, 1999****B – Effective June 21, 2000****SUBGROUP: DATA CONVERSION****DA-CON-1**

From:	\$	22537	23170	23806	24444	25080	25715	26344
To:	A	22988	23633	24282	24933	25582	26229	26871
	B	23156	23806	24459	25115	25769	26420	27067

From:	\$	26978	27616	28254
To:	A	27518	28168	28819
	B	27719	28374	29029

**DA-CON-2**

From:	\$	24756	25457	26159	26862	27573	28301
To:	A	25251	25966	26682	27399	28124	28867
	B	25435	26156	26877	27599	28329	29078

**DA-CON-3**

From:	\$	29090	29908	30722	31538
To:	A	29672	30506	31336	32169
	B	29889	30729	31565	32404

**DA-CON-4**

From:	\$	36599	37496	38403	39303
To:	A	37331	38246	39171	40089
	B	37604	38525	39457	40382

**DA-CON-5**

From:	\$	38825	39817	40813	41806
To:	A	39602	40613	41629	42642
	B	39891	40909	41933	42953

**DA-CON-6**

From:	\$	40506	41599	42689	43778
To:	A	41316	42431	43543	44654
	B	41618	42741	43861	44980

**DA-CON-7**

From:	\$	45943	47149	48350	49557
To:	A	46862	48092	49317	50548
	B	47204	48443	49677	50917

**DA-CON-8**

From:	\$	48298	49625	50952	52290
To:	A	49264	50618	51971	53336

	B	49624	50988	52350	53725
<b>SPECIAL LEVEL C</b>					
From:	\$	28319			
To:	A	28885			
	B	29096			

## APPENDIX "A"

### DA – DATA PROCESSING GROUP

#### ANNUAL RATES OF PAY (in dollars)

**A – Effective November 1, 1999**

**B – Effective June 21, 2000**

#### SUBGROUP: DATA PRODUCTION

##### DA-PRO-1

From:	\$	19122	19746	20384	21027	21655	22288	22914
To:	A	19504	20141	20792	21448	22088	22734	23372
	B	19646	20288	20944	21605	22249	22900	23543

From:	\$	23663	24405	25109	25822	26555		
To:	A	24136	24893	25611	26338	27086		
	B	24312	25075	25798	26530	27284		

##### DA-PRO-2

From:	\$	27737	28576	29407				
To:	A	28292	29148	29995				
	B	28499	29361	30214				

##### DA-PRO-3

From:	\$	31034	31981	32918				
To:	A	31655	32621	33576				
	B	31886	32859	33821				

##### DA-PRO-4

From:	\$	34559	35605	36662				
To:	A	35250	36317	37395				
	B	35507	36582	37668				

##### DA-PRO-5

From:	\$	38445	39618	40798				
To:	A	39214	40410	41614				
	B	39500	40705	41918				

##### DA-PRO-6

From:	\$							
To:	A							
	B							

From:	\$	42976	44298	45621
To:	A	43836	45184	46533
	B	44156	45514	46873

**DA-PRO-7**

From:	\$	48052	49545	51024
To:	A	49013	50536	52044
	B	49371	50905	52424

**DATA PROCESSING GROUP****PAY NOTES****WORK MEASUREMENT PLAN**

1. Persons employed as casuals who are paid under the Work Measurement Plan will continue to be paid under the Plan in the event they become subject to this Agreement.

**PAY INCREMENT****2. Full-Time Employees**

(a) 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 April 29, 1976, 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 continue to apply to employees appointed prior to April 29, 1976.

**Pay Increment Periods**

<b>Level</b>	<b>Full-Time Employees</b>
DA-CON-1 (Steps 1 to 8 inclusive)	26 weeks
DA-PRO-1 (Steps 1 to 9 inclusive)	26 weeks
DA-CON-1 (Steps 9 and 10)	52 weeks
DA-PRO-1 (Steps 10 to 12)	52 weeks
DA-CON-2 to DA-CON-8	52 weeks
DA-PRO-2 to DA-PRO-7	52 weeks

(b) The increment period for full-time employees at DA-CON-1 level is semi-annual up to and including the eighth step in the salary range and annual at and above the ninth step in the salary range. Progression beyond the eighth step is contingent on meeting specified standards of proficiency and performance.

(c) The increment period for full-time employees at DA-PRO-1 level is semi-annual up to and

including the ninth step in the salary range and annual at and above the tenth step in the salary range. Progression beyond the ninth step is contingent on meeting specified standards of proficiency and performance.

(d) The increment period for full-time employees at DA-CON-2 to DA-CON-8 and at DA-PRO-2 to DA-PRO-7 levels is annual.

### **3. Part-Time Employees**

(a) Part-time employees at groups and levels for which the pay increment period is 52 weeks 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 groups and levels for which the pay increment period is 26 weeks 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"**

### **IS – INFORMATION SERVICES GROUP**

#### **ANNUAL RATES OF PAY**

**(in dollars)**

**A – Effective November 1, 1999**

**B – Effective June 21, 2000**

**IS-1**

From:	\$	18661	to	31509	*	/	31862	33128
To:	A	19034	to	32139	*	/	32499	33791
	B	19173	to	32374	*	/	32736	34038

From:	\$	34398	35663
To:	A	35086	36376
	B	35342	36642

\* (with increments of \$60)

**IS-2**

From:	\$	39071	40533	41989
To:	A	39852	41344	42829
	B	40143	41646	43142

**IS-3**

From:	\$	45251	46970	48708
To:	A	46156	47909	49682
	B	46493	48259	50045

**IS-4**

From:	\$	52560	54610	56654
To:	A	53611	55702	57787
	B	54002	56109	58209

**IS-5**

From:	\$	61216	63643	66068
To:	A	62440	64916	67389
	B	62896	65390	67881

**IS-6**

From:	\$	58853	to	70899
To:	A	60030	to	72317
	B	60468	to	72845

**INFORMATION SERVICES GROUP****PAY NOTES****PAY INCREMENT****1. Full-Time Employees**

(a) The pay increment period for a full-time employee in the IS-1 Development portion is 26 weeks and for full-time employees in the Lock-Step portion of IS-1 and at levels IS-2 to IS-5 is 52 weeks. A pay increment shall be to the next rate in the scale of rates.

(b) The pay increment date for a full-time employee, appointed to a position in the bargaining unit

on promotion, demotion or from outside the Public Service after September 9, 1976, shall be the first Monday following the pay increment period as calculated from the date of the promotion, demotion or appointment from outside the Public Service. The pay increment periods listed in Pay Note 1(a) above will continue to apply to employees appointed prior to September 9, 1976.

## **2. Part-Time Employees**

(a) Part-time employees in the Lock-Step portion of IS-1 and at levels IS-2 to IS-5 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 in the IS-1 Development portion 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.

## **3. Development Portion of the IS-1 Range**

For employees being paid in the Development portion of the IS-1 range characterized by \$60 increments, a pay increment at the end of an increment period shall be to a rate in the pay range which is \$240 higher than the rate at which the employee is being paid or if there is no such rate, to that step in the Lock-Step portion of the IS-1 range which is nearest to but not less than \$240 higher than the rate at which the employee is being paid or may be advanced to the first rate in the remaining part of the scale at such time after appointment to IS-1 as the Employer may determine.

## **4. Level IS-6**

Pay increases within the level IS-6 performance pay range shall be in accordance with the directive governing Performance Pay for Represented Employees in the Administrative and Foreign Service Category, except that the term "increment" in the directive shall mean an amount equal to \$750 for the performance pay ranges effective November 1, 1999, provided the maximum of the range is not exceeded.

## **PAY ADJUSTMENT**

### **5. Development Portion of the IS-1 Range**

(a) An employee being paid in the Development portion of the IS-1 range characterized by \$60 increments shall be paid, effective November 1, 1999 at a rate within the "A" range shown in Appendix "A" which is two percent (2.0%) higher than his or her former rate of pay.

(b) An employee being paid in the Development portion of the IS-1 range characterized by \$60 increments shall be paid, effective June 21, 2000, at a rate within the "B" range shown in Appendix "A" which is decimal seventy-three percent (0.73 %) higher than his or her former rate of pay.

### **6. Level IS-6**



(a) An employee who on November 1, 1999, was paid at Level IS-6 shall be paid, effective November 1, 1999, within the "A" performance pay range at a rate of pay which is two percent (2.0%) higher than his or her former rate of pay.

(b) An employee who on June 21, 2000, was paid at Level IS-6 shall be paid, effective June 21, 2000, within the "B" performance pay range at a rate of pay which is decimal seventy-three percent (0.73%) higher than his or her former rate of pay.

## APPENDIX "A"

### OE – OFFICE EQUIPMENT GROUP

#### ANNUAL RATES OF PAY (in dollars)

**A – Effective November 1, 1999**

**B – Effective June 21, 2000**

#### SUBGROUP: DUPLICATING EQUIPMENT OPERATOR

##### OE-DEO-1

From:	\$	18006	18568	19122	19675	20233	20791	21350
To:	A	18366	18939	19504	20069	20638	21207	21777
	B	18500	19077	19646	20216	20789	21362	21936

##### OE-DEO-2

From:	\$	22350	23015	23699	24410	25115
To:	A	22797	23475	24173	24898	25617
	B	22963	23646	24349	25080	25804

##### OE-DEO-3

From:	\$	24922	25680	26450	27225
To:	A	25420	26194	26979	27770
	B	25606	26385	27176	27973

## APPENDIX "A"

### OE – OFFICE EQUIPMENT GROUP

#### ANNUAL RATES OF PAY

(in dollars)

**A – Effective November 1, 1999****B – Effective June 21, 2000****SUBGROUP: MICROPHOTOGRAPHY EQUIPMENT OPERATOR****OE-MEO-1**

From:	\$	18006	18568	19122	19675	20233	20791	21350
To:	A	18366	18939	19504	20069	20638	21207	21777
	B	18500	19077	19646	20216	20789	21362	21936

**OE-MEO-2**

From:	\$	22350	23015	23699	24410	25115		
To:	A	22797	23475	24173	24898	25617		
	B	22963	23646	24349	25080	25804		

**OE-MEO-3**

From:	\$	24922	25680	26450	27225			
To:	A	25420	26194	26979	27770			
	B	25606	26385	27176	27973			

**OE-MEO-4**

From:	\$	27243	28093	28948	29792			
To:	A	27788	28655	29527	30388			
	B	27991	28864	29743	30610			

**OE-MEO-5**

From:	\$	31831	32828	33828	34830			
To:	A	32468	33485	34505	35527			
	B	32705	33729	34757	35786			

**APPENDIX "A"****OE – OFFICE EQUIPMENT GROUP****ANNUAL RATES OF PAY**

(in dollars)

**A – Effective November 1, 1999****B – Effective June 21, 2000**

**SUBGROUP: MAILING SERVICE EQUIPMENT OPERATOR****OE-MSE-1**

From:	\$	18006	18568	19122	19675	20233	20791	21350
To:	A	18366	18939	19504	20069	20638	21207	21777
	B	18500	19077	19646	20216	20789	21362	21936

**OE-MSE-2**

From:	\$	22350	23015	23699	24410	25115		
To:	A	22797	23475	24173	24898	25617		
	B	22963	23646	24349	25080	25804		

**OFFICE EQUIPMENT GROUP****PAY NOTES****PAY INCREMENT****1. Full-time Employees**

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 September 2, 1976, 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 continue to apply to employees appointed prior to September 2, 1976. Progression beyond the third step in the salary range of the OE-1 level is contingent on meeting specific standards of proficiency and performance.

**Pay Increment Periods**

<b>Level</b>	<b>Full-Time Employees</b>
<b>Effective Prior to November 15, 1976</b>	
OE-1 up to and including the third step in the salary range	26 weeks
OE-1 at and above the fourth step in the salary range	52 weeks
OE-2 to 5 inclusive	52 weeks
<b>Effective November 15, 1976</b>	
OE-1 up to and including the sixth step in the salary range	26 weeks
OE-1 at and above the seventh step in the salary range	52 weeks
OE-2 to 5 inclusive	52 weeks

**2. Part-Time Employees**

(a) Part-time employees at levels for which the pay increment period is 52 weeks 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 for which the pay increment period is 26 weeks 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"

### PM – PROGRAMME ADMINISTRATION GROUP

#### ANNUAL RATES OF PAY (in dollars)

**A – Effective November 1, 1999**

**B – Effective June 21, 2000**

**X – Restructure effective August 1, 2000**

#### PM – TECHNOLOGICAL INSTITUTE RECRUITMENT

From:	\$	18813	to	29689	(with increments of \$60)
To:	A	19189	to	30283	(with increments of \$60)
	B	19329	to	30504	(with increments of \$60)

#### PM – DEVELOPMENT

From:	\$	21352	to	33419	(with increments of \$60)
To:	A	21779	to	34087	(with increments of \$60)
	B	21938	to	34336	(with increments of \$60)

#### PM-1A

From:	\$	32248	33477	34710
To:	A	32893	34147	35404
	B	33133	34396	35662

#### PM-1

From:	\$	32294	33684	35074	36462	37848	
To:	A	32940	34358	35775	37191	38605	
	B	33180	34609	36036	37462	38887	
	X	33180	34609	36036	37462	38887	39665

#### PM-2

From:	\$	38809	40381	41949
To:	A	39585	41189	42788

	B	39874	41490	43100	
	X	39874	41490	43100	43747
<b>PM-3</b>					
From:	\$	42031	43654	45284	
To:	A	42872	44527	46190	
	B	43185	44852	46527	
	X	43185	44852	46527	46992
<b>PM-4</b>					
From:	\$	45946	47809	49676	
To:	A	46865	48765	50670	
	B	47207	49121	51040	
	X	47207	49121	51040	51423
<b>PM-5</b>					
From:	\$	54922	57162	59407	
To:	A	56020	58305	60595	
	B	56429	58731	61037	
<b>PM-6</b>					
From:	\$	64457	67112	69765	
To:	A	65746	68454	71160	
	B	66226	68954	71679	
<b>PM-7</b>					
From:	\$	64116	to	78415	
To:	A	65398	to	79983	
	B	65875	to	80567	

## PROGRAMME ADMINISTRATION GROUP

### PAY NOTES

#### PAY INCREMENT

##### 1. Full-Time Employees

(a) The pay increment period for full-time employees at levels PM-TIRL and PM-DEV is 26 weeks and for full-time employees at levels PM-1 to PM-6 is 52 weeks. A pay increment shall be to the next rate in the scale of rates.

(b) The pay increment date for a full-time employee appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after April 23, 1976, shall be the first Monday following the pay increment period as calculated from the date of the promotion, demotion or appointment from outside the Public Service.

## **2. Part-Time Employees**

(a) Part-time employees at levels for which the pay increment period is 52 weeks 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 for which the pay increment period is 26 weeks 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.

## **3. Levels PM-TIRL and PM-DEV**

(a) For employees in the Programme Administration – Technological Institute Recruitment range, an increase at the end of an increment period shall be to a rate in the pay range which is one hundred and twenty dollars (\$120) higher than the rate at which the employee is being paid or, if there is no such rate, to the maximum of the pay range.

(b) For employees in the Programme Administration – Development range, an increase at the end of an increment period shall be to a rate in the pay range which is two hundred and forty dollars (\$240) higher than the rate at which the employee is being paid or, if there is no such rate, to the maximum of the pay range.

## **4. Level PM-7**

Pay increases within the Level PM-7 performance pay range shall be in accordance with the directive governing Performance Pay for Represented Employees in the Administrative and Foreign Service Category, except that the term "increment" in the directive shall mean an amount equal to \$750 for the performance pay range effective November 1, 1999, provided the maximum of the range is not exceeded.

## **PAY ADJUSTMENT**

### **5. PM-TIRL and PM-DEV**

(a) An employee who on November 1, 1999, was paid in the Programme Administration – Technological Institute Recruitment or Development range shall be paid effective November 1, 1999, in the "A" range shown in Appendix "A" at a rate which is two percent (2.0%) higher than the employee's former rate of pay.

(b) An employee who on June 21, 2000, was paid in the Programme Administration – Technological Institute Recruitment or Development ranges shall be paid effective June 21, 2000, in the "B" range shown in Appendix "A" at a rate which is decimal seventy-three percent (0.73%) higher than the employee's former rate of pay.

## 6. Level PM-7

(a) An employee who on November 1, 1999, was paid at Level PM-7 shall be paid, effective November 1, 2000, within the "A" performance pay range at a rate of pay which is two percent (2.0%) higher than the employee's former rate of pay rounded to the nearest multiple of \$100.

(b) An employee who on June 21, 2000, was paid at Level PM-7 shall be paid, effective June 21, 2000, within the "B" performance pay range at a rate of pay which is decimal seventy-three percent (0.73%) higher than the employee's former rate of pay rounded to the nearest multiple of \$100.

## RESTRUCTURING

### 7. Levels PM-01 – 04

(a) All employees who have been at the maximum of their level for at least twelve (12) months on August 1, 2000, will move to the new maximum on August 1, 2000.

(b) The new step increment added on August 1, 2000, shall not constitute the "lowest pay increment" for the purposes of determining whether an appointment is a promotion, nor for determining the rate of pay upon promotion.

## APPENDIX "A"

### ST – SECRETARIAL, STENOGRAPHIC AND TYPING GROUP

#### ANNUAL RATES OF PAY

(in dollars)

**A – Effective November 1, 1999**

**B – Effective June 21, 2000**

#### SUBGROUP: TYPIST

##### ST-TYP-1

From:	\$	25985	26472	26972	27465	27953	28435
To:	A	26505	27001	27511	28014	28512	29004
	B	26698	27198	27712	28219	28720	29216

##### ST-TYP-2

From:	\$	26905	27449	28003	28560
To:	A	27443	27998	28563	29131
	B	27643	28202	28772	29344

**APPENDIX "A"****ST – SECRETARIAL, STENOGRAPHIC AND TYPING GROUP****ANNUAL RATES OF PAY**

(in dollars)

**A – Effective November 1, 1999****B – Effective June 21, 2000****SUBGROUP: STENOGRAPHER****ST-STN-1**

From:	\$	25029	25700	26305	26913	27525	28139	28750
To:	A	25530	26214	26831	27451	28076	28702	29325
	B	25716	26405	27027	27651	28281	28912	29539

From:	\$	29357	29969
To:	A	29944	30568
	B	30163	30791

**ST-STN-2**

From:	\$	28882	29284	29940	30608
To:	A	29460	29870	30539	31220
	B	29675	30088	30762	31448

**APPENDIX "A"****ST – SECRETARIAL, STENOGRAPHIC AND TYPING GROUP****ANNUAL RATES OF PAY**

(in dollars)

**A – Effective November 1, 1999****B – Effective June 21, 2000**



**SUBGROUP: OFFICE COMPOSING EQUIPMENT OPERATOR****ST-OCE-1**

From:	\$	23349	23944	24541	25129	25722	26313	26909
To:	A	23816	24423	25032	25632	26236	26839	27447
	B	23990	24601	25215	25819	26428	27035	27647

From:	\$	27499	28092	28690
To:	A	28049	28654	29264
	B	28254	28863	29478

**ST-OCE-2**

From:	\$	27957	28647	29372	30099
To:	A	28516	29220	29959	30701
	B	28724	29433	30178	30925

**ST-OCE-3**

From:	\$	30501	31325	32149	32977
To:	A	31111	31952	32792	33637
	B	31338	32185	33031	33883

**APPENDIX "A"****ST – SECRETARIAL, STENOGRAPHIC AND TYPING GROUP****ANNUAL RATES OF PAY****(in dollars)****A – Effective November 1, 1999****B – Effective June 21, 2000**

**SUBGROUP: SECRETARY****ST-SCY-1**

From:	\$	24338	25019	25702	26388	27067	27754	28438
To:	A	24825	25519	26216	26916	27608	28309	29007
	B	25006	25705	26407	27112	27810	28516	29219

From:	\$	29119	29556	30250	30969	31690		
To:	A	29701	30147	30855	31588	32324		
	B	29918	30367	31080	31819	32560		

**ST-SCY-2**

From:	\$	31059	31868	32676	33480			
To:	A	31680	32505	33330	34150			
	B	31911	32742	33573	34399			

**ST-SCY-3**

From:	\$	32177	33098	34031	34949			
To:	A	32821	33760	34712	35648			
	B	33061	34006	34965	35908			

**ST-SCY-4**

From:	\$	34586	35643	36694	37733			
To:	A	35278	36356	37428	38488			
	B	35536	36621	37701	38769			

**APPENDIX "A"****ST – SECRETARIAL, STENOGRAPHIC AND TYPING GROUP****ANNUAL RATES OF PAY**

(in dollars)

**A – Effective November 1, 1999****B – Effective June 21, 2000**

**SPECIAL LEVEL A**

From:	\$	23415
To:	A	23883
	B	24057

**SPECIAL LEVEL B**

From:	\$	24654
To:	A	25147
	B	25331

**SPECIAL LEVEL C**

From:	\$	25791
To:	A	26307
	B	26499

**SECRETARIAL, STENOGRAPHIC AND TYPING GROUP****PAY NOTES****PAY INCREMENT*****1. Full-time Employees***

(a) 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 18, 1976, 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 continue to apply to employees appointed prior to June 18, 1976.

**Pay Increment Periods**

<b>Level</b>	<b>Full-Time Employees</b>
ST-TYP-1	26 weeks
ST-STN-1 up to and including the fifth step	26 weeks
ST-SCY-1 up to and including the seventh step	26 weeks
ST-OCE-1 up to and including the fourth step	26 weeks
ST-STN-1 sixth step and above	52 weeks
ST-SCY-1 eighth step and above	52 weeks
ST-OCE-1 fifth step and above	52 weeks
ST-TYP-2, ST-STN-2, ST-SCY-2, ST-SCY-3, ST-SCY-4, ST-OCE-2, ST-OCE-3, ST-COR-1, ST-COR-2	52 weeks

(b) Progression beyond the fifth step of ST-STN-1, seventh step of ST-SCY-1 and fourth step of ST-OCE-1 is contingent on meeting specified standards of proficiency and performance.

## **2. Part-time Employees**

(a) Part-time employees at groups and levels for which the pay increment period is 52 weeks 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 groups and levels for which the pay increment is 26 weeks 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"**  
**OPERATIONAL SERVICES GROUP**

**(Hourly rates of pay)**

**APPENDIX "A"**

**GL – GENERAL LABOUR & TRADES**

**(SUPERVISORY AND NON-SUPERVISORY) GROUPS**

**EIM – ELECTRICAL INSTALLING AND MAINTAINING SUB-GROUP**

**HOURLY RATES OF PAY**

(in dollars)

**A – Effective November 1, 1999**

**B – Effective August 5, 2000**

**X – Effective when the PSSRB renders its decision regarding the CCRA bargaining units and certification of bargaining agents, provided the decision is rendered after August 5, 2000**

<b>ZONE</b>	<b>From</b>	<b>A</b>	<b>B</b>	<b>X</b>
<b>Level 1</b>				
1	14.49	14.78	14.85	15.84
2	12.53	12.78	12.84	13.70
3	12.94	13.20	13.26	14.14
4	14.04	14.32	14.39	15.35
5	12.53	12.78	12.84	13.70
6	14.49	14.78	14.85	15.84
7	13.68	13.95	14.02	14.95
<b>Level 2</b>				
1	14.99	15.29	15.36	16.38

2	12.98	13.24	13.30	14.19
3	13.39	13.66	13.73	14.65
4	14.53	14.82	14.89	15.88
5	12.98	13.24	13.30	14.19
6	14.99	15.29	15.36	16.38
7	14.13	14.41	14.48	15.45
<b>Level 3</b>				
1	15.50	15.81	15.89	16.95
2	13.41	13.68	13.75	14.67
3	13.83	14.11	14.18	15.13
4	15.00	15.30	15.37	16.39
5	13.41	13.68	13.75	14.67
6	15.50	15.81	15.89	16.95
7	14.64	14.93	15.00	16.00
<b>Level 4</b>				
1	16.05	16.37	16.45	17.55
2	13.86	14.14	14.21	15.16
3	14.27	14.56	14.63	15.61
4	15.53	15.84	15.92	16.98
5	13.86	14.14	14.21	15.16
6	16.05	16.37	16.45	17.55
7	15.13	15.43	15.50	16.53
<b>Level 5</b>				
1	16.58	16.91	16.99	18.12
2	14.36	14.65	14.72	15.70
3	14.78	15.08	15.15	16.16
4	16.08	16.40	16.48	17.58
5	14.36	14.65	14.72	15.70
6	16.58	16.91	16.99	18.12
7	15.64	15.95	16.03	17.10
<b>Level 6</b>				
1	17.21	17.55	17.63	18.81
2	14.84	15.14	15.21	16.22
3	15.28	15.59	15.66	16.70
4	16.65	16.98	17.06	18.20
5	14.84	15.14	15.21	16.22
6	17.21	17.55	17.63	18.81
7	16.18	16.50	16.58	17.69
<b>Level 7</b>				
1	17.80	18.16	18.25	19.47
2	15.30	15.61	15.68	16.73
3	15.81	16.13	16.21	17.29
4	17.21	17.55	17.63	18.81

5	15.30	15.61	15.68	16.73
6	17.80	18.16	18.25	19.47
7	16.74	17.07	17.15	18.29
<b>Level 8</b>				
1	18.54	18.91	19.00	20.27
2	15.92	16.24	16.32	17.41
3	16.39	16.72	16.80	17.92
4	17.92	18.28	18.37	19.59
5	15.92	16.24	16.32	17.41
6	18.54	18.91	19.00	20.27
7	17.36	17.71	17.80	18.99
<b>Level 9</b>				
1	19.28	19.67	19.76	21.08
2	16.51	16.84	16.92	18.05
3	17.05	17.39	17.47	18.63
4	18.61	18.98	19.07	20.34
5	16.51	16.84	16.92	18.05
6	19.28	19.67	19.76	21.08
7	18.07	18.43	18.52	19.75
<b>Level 10</b>				
1	19.99	20.39	20.49	21.86
2	17.09	17.43	17.51	18.68
3	17.66	18.01	18.10	19.31
4	19.33	19.72	19.81	21.13
5	17.09	17.43	17.51	18.68
6	19.99	20.39	20.49	21.86
7	18.78	19.16	19.25	20.53

**Note:** Refer to Annex "B" for definition of zones.

## APPENDIX "A"

### GL – GENERAL LABOUR & TRADES

#### (SUPERVISORY AND NON-SUPERVISORY) GROUPS

#### EIM – ELECTRICAL INSTALLING AND MAINTAINING SUB-GROUP (ELECTRICIAN)

#### HOURLY RATES OF PAY

(in dollars)

**A – Effective November 1, 1999****B – Effective August 5, 2000****X – Effective when the PSSRB renders its decision regarding the CCRA bargaining units and certification of bargaining agents, provided the decision is rendered after August 5, 2000**

<b>ZONE</b>	<b>From</b>	<b>A</b>	<b>B</b>	<b>X</b>
<b>Level 10</b>				
1	20.53	20.94	21.04	22.44
2	17.57	17.92	18.01	19.21
3	18.74	19.11	19.20	20.48
4	19.84	20.24	20.34	21.70
5	18.41	18.78	18.87	20.13
6	20.53	20.94	21.04	22.44
7	19.84	20.24	20.34	21.70
<b>Level 11</b>				
1	21.27	21.70	21.80	23.25
2	18.23	18.59	18.68	19.93
3	19.41	19.80	19.90	21.23
4	20.55	20.96	21.06	22.46
5	19.10	19.48	19.57	20.87
6	21.27	21.70	21.80	23.25
7	20.55	20.96	21.06	22.46
<b>Level 12</b>				
1	22.04	22.48	22.59	24.10
2	18.85	19.23	19.32	20.61
3	20.10	20.50	20.60	21.97
4	21.29	21.72	21.82	23.27
5	19.80	20.20	20.30	21.65
6	22.04	22.48	22.59	24.10
7	21.29	21.72	21.82	23.27
<b>Level 13</b>				
1	22.80	23.26	23.37	24.93
2	19.48	19.87	19.97	21.30
3	20.78	21.20	21.30	22.72
4	22.04	22.48	22.59	24.10
5	20.48	20.89	20.99	22.39
6	22.80	23.26	23.37	24.93
7	22.04	22.48	22.59	24.10
<b>Level 14</b>				
1	23.55	24.02	24.14	25.75
2	20.14	20.54	20.64	22.02



3	21.47	21.90	22.01	23.48
4	22.78	23.24	23.35	24.91
5	21.12	21.54	21.64	23.08
6	23.55	24.02	24.14	25.75
7	22.78	23.24	23.35	24.91

**Note:** Refer to Annex "B" for definition of zones.

## APPENDIX "A"

### GL – GENERAL LABOUR & TRADES

#### (SUPERVISORY AND NON-SUPERVISORY) GROUPS

#### ELE – ELEMENTAL SUB-GROUP

#### HOURLY RATES OF PAY

(in dollars)

**A – Effective November 1, 1999**

**B – Effective August 5, 2000**

**X – Effective when the PSSRB renders its decision regarding the CCRA bargaining units and certification of bargaining agents, provided the decision is rendered after August 5, 2000**

<b>ZONE</b>	<b>From</b>	<b>A</b>	<b>B</b>	<b>X</b>
<b>Level 1</b>				
1	13.14	13.40	13.46	14.36
2	11.95	12.19	12.25	13.07
3	11.99	12.23	12.29	13.11
4	12.55	12.80	12.86	13.72
5	12.07	12.31	12.37	13.19
6	13.14	13.40	13.46	14.36
7	12.83	13.09	13.15	14.03
<b>Level 2</b>				
1	13.65	13.92	13.99	14.92
2	12.36	12.61	12.67	13.51
3	12.44	12.69	12.75	13.60

4	12.98	13.24	13.30	14.19
5	12.49	12.74	12.80	13.65
6	13.65	13.92	13.99	14.92
7	13.28	13.55	13.62	14.53
<b>Level 3</b>				
1	14.11	14.39	14.46	15.42
2	12.79	13.05	13.11	13.98
3	12.84	13.10	13.16	14.04
4	13.42	13.69	13.76	14.68
5	12.90	13.16	13.22	14.10
6	14.11	14.39	14.46	15.42
7	13.72	13.99	14.06	15.00
<b>Level 4</b>				
1	14.53	14.82	14.89	15.88
2	13.18	13.44	13.50	14.40
3	13.27	13.54	13.60	14.51
4	13.86	14.14	14.21	15.16
5	13.32	13.59	13.66	14.57
6	14.53	14.82	14.89	15.88
7	14.14	14.42	14.49	15.46
<b>Level 5</b>				
1	15.08	15.38	15.45	16.48
2	13.65	13.92	13.99	14.92
3	13.72	13.99	14.06	15.00
4	14.36	14.65	14.72	15.70
5	13.79	14.07	14.14	15.08
6	15.08	15.38	15.45	16.48
7	14.67	14.96	15.03	16.03
<b>Level 6</b>				
1	15.58	15.89	15.97	17.03
2	14.11	14.39	14.46	15.42
3	14.17	14.45	14.52	15.49
4	14.84	15.14	15.21	16.22
5	14.25	14.54	14.61	15.58
6	15.58	15.89	15.97	17.03
7	15.15	15.45	15.52	16.55
<b>Level 7</b>				
1	16.10	16.42	16.50	17.60
2	14.55	14.84	14.91	15.90
3	14.66	14.95	15.02	16.02
4	15.30	15.61	15.68	16.73
5	14.70	14.99	15.06	16.06
6	16.10	16.42	16.50	17.60

7	15.66	15.97	16.05	17.12
<b>Level 8</b>				
1	16.74	17.07	17.15	18.29
2	15.13	15.43	15.50	16.53
3	15.19	15.49	15.56	16.60
4	15.92	16.24	16.32	17.41
5	15.28	15.59	15.66	16.70
6	16.74	17.07	17.15	18.29
7	16.28	16.61	16.69	17.80
<b>Level 9</b>				
1	17.34	17.69	17.77	18.95
2	15.67	15.98	16.06	17.13
3	15.76	16.08	16.16	17.24
4	16.52	16.85	16.93	18.06
5	15.88	16.20	16.28	17.37
6	17.34	17.69	17.77	18.95
7	16.85	17.19	17.27	18.42
<b>Level 10</b>				
1	18.03	18.39	18.48	19.71
2	16.26	16.59	16.67	17.78
3	16.34	16.67	16.75	17.87
4	17.09	17.43	17.51	18.68
5	16.42	16.75	16.83	17.95
6	18.03	18.39	18.48	19.71
7	17.50	17.85	17.94	19.14
<b>Level 11</b>				
1	18.70	19.07	19.16	20.44
2	16.81	17.15	17.23	18.38
3	16.89	17.23	17.31	18.46
4	17.72	18.07	18.16	19.37
5	16.99	17.33	17.41	18.57
6	18.70	19.07	19.16	20.44
7	18.11	18.47	18.56	19.80
<b>Level 12</b>				
1	19.33	19.72	19.81	21.13
2	17.36	17.71	17.80	18.99
3	17.49	17.84	17.93	19.13
4	18.34	18.71	18.80	20.05
5	17.56	17.91	18.00	19.20
6	19.33	19.72	19.81	21.13
7	18.79	19.17	19.26	20.54
<b>Level 13</b>				
1	19.99	20.39	20.49	21.86

2	17.98	18.34	18.43	19.66
3	18.07	18.43	18.52	19.75
4	18.95	19.33	19.42	20.71
5	18.20	18.56	18.65	19.89
6	19.99	20.39	20.49	21.86
7	19.41	19.80	19.90	21.23
<b>Level 14</b>				
1	20.63	21.04	21.14	22.55
2	18.55	18.92	19.01	20.28
3	18.67	19.04	19.13	20.41
4	19.56	19.95	20.05	21.39
5	18.78	19.16	19.25	20.53
6	20.63	21.04	21.14	22.55
7	20.02	20.42	20.52	21.89

**Note:** Refer to Annex "B" for definition of zones.

## APPENDIX "A"

### GL – GENERAL LABOUR & TRADES

#### (SUPERVISORY AND NON-SUPERVISORY) GROUPS

#### MAM – MACHINERY MAINTAINING SUB-GROUP

#### HOURLY RATES OF PAY

(in dollars)

**A – Effective November 1, 1999**

**B – Effective August 5, 2000**

**X – Effective when the PSSRB renders its decision regarding the CCRA bargaining units and certification of bargaining agents, provided the decision is rendered after August 5, 2000**

ZONE	From	A	B	X
<b>Level 1</b>				
1	14.14	14.42	14.49	15.46
2	12.39	12.64	12.70	13.55
3	12.84	13.10	13.16	14.04

4	13.10	13.36	13.42	14.31
5	13.07	13.33	13.39	14.28
6	14.14	14.42	14.49	15.46
7	14.08	14.36	14.43	15.39
<b>Level 2</b>				
1	14.67	14.96	15.03	16.03
2	12.83	13.09	13.15	14.03
3	13.29	13.56	13.63	14.54
4	13.52	13.79	13.86	14.78
5	13.50	13.77	13.84	14.76
6	14.67	14.96	15.03	16.03
7	14.53	14.82	14.89	15.88
<b>Level 3</b>				
1	15.17	15.47	15.54	16.58
2	13.27	13.54	13.60	14.51
3	13.73	14.00	14.07	15.01
4	14.03	14.31	14.38	15.34
5	13.94	14.22	14.29	15.24
6	15.17	15.47	15.54	16.58
7	15.00	15.30	15.37	16.39
<b>Level 4</b>				
1	15.67	15.98	16.06	17.13
2	13.68	13.95	14.02	14.95
3	14.17	14.45	14.52	15.49
4	14.45	14.74	14.81	15.80
5	14.42	14.71	14.78	15.77
6	15.67	15.98	16.06	17.13
7	15.50	15.81	15.89	16.95
<b>Level 5</b>				
1	16.23	16.55	16.63	17.74
2	14.14	14.42	14.49	15.46
3	14.67	14.96	15.03	16.03
4	14.96	15.26	15.33	16.35
5	14.91	15.21	15.28	16.30
6	16.23	16.55	16.63	17.74
7	16.08	16.40	16.48	17.58
<b>Level 6</b>				
1	16.80	17.14	17.22	18.37
2	14.64	14.93	15.00	16.00
3	15.19	15.49	15.56	16.60
4	15.49	15.80	15.88	16.94
5	15.43	15.74	15.82	16.87
6	16.80	17.14	17.22	18.37

7	16.65	16.98	17.06	18.20
<b>Level 7</b>				
1	17.36	17.71	17.80	18.99
2	15.13	15.43	15.50	16.53
3	15.67	15.98	16.06	17.13
4	15.98	16.30	16.38	17.47
5	15.94	16.26	16.34	17.43
6	17.36	17.71	17.80	18.99
7	17.21	17.55	17.63	18.81
<b>Level 8</b>				
1	18.08	18.44	18.53	19.77
2	15.70	16.01	16.09	17.16
3	16.30	16.63	16.71	17.82
4	16.65	16.98	17.06	18.20
5	16.56	16.89	16.97	18.10
6	18.08	18.44	18.53	19.77
7	17.91	18.27	18.36	19.58
<b>Level 9</b>				
1	18.80	19.18	19.27	20.55
2	16.30	16.63	16.71	17.82
3	16.89	17.23	17.31	18.46
4	17.28	17.63	17.71	18.89
5	17.21	17.55	17.63	18.81
6	18.80	19.18	19.27	20.55
7	18.61	18.98	19.07	20.34
<b>Level 10</b>				
1	19.53	19.92	20.02	21.35
2	16.85	17.19	17.27	18.42
3	17.50	17.85	17.94	19.14
4	17.92	18.28	18.37	19.59
5	17.85	18.21	18.30	19.52
6	19.53	19.92	20.02	21.35
7	19.33	19.72	19.81	21.13
<b>Level 11</b>				
1	20.24	20.64	20.74	22.12
2	17.49	17.84	17.93	19.13
3	18.17	18.53	18.62	19.86
4	18.56	18.93	19.02	20.29
5	18.50	18.87	18.96	20.22
6	20.24	20.64	20.74	22.12
7	20.02	20.42	20.52	21.89
<b>Level 12</b>				
1	20.96	21.38	21.48	22.91

2	18.09	18.45	18.54	19.78
3	18.80	19.18	19.27	20.55
4	19.21	19.59	19.68	20.99
5	19.13	19.51	19.60	20.91
6	20.96	21.38	21.48	22.91
7	20.76	21.18	21.28	22.70
<b>Level 13</b>				
1	21.67	22.10	22.21	23.69
2	18.72	19.09	19.18	20.46
3	19.43	19.82	19.92	21.25
4	19.86	20.26	20.36	21.72
5	19.81	20.21	20.31	21.66
6	21.67	22.10	22.21	23.69
7	21.44	21.87	21.97	23.43
<b>Level 14</b>				
1	22.37	22.82	22.93	24.46
2	19.31	19.70	19.79	21.11
3	20.08	20.48	20.58	21.95
4	20.53	20.94	21.04	22.44
5	20.41	20.82	20.92	22.31
6	22.37	22.82	22.93	24.46
7	22.16	22.60	22.71	24.22

**Note:** Refer to Annex "B" for definition of zones.

## APPENDIX "A"

### GL – GENERAL LABOUR & TRADES

#### (SUPERVISORY AND NON-SUPERVISORY) GROUPS

#### MAN – MANIPULATING SUB-GROUP

#### HOURLY RATES OF PAY

(in dollars)

**A – Effective November 1, 1999**

**B – Effective August 5, 2000**

**X – Effective when the PSSRB renders its decision regarding the CCRA bargaining**

**units and certification of bargaining agents, provided the decision is rendered  
after August 5, 2000**

<b>ZONE</b>	<b>From</b>	<b>A</b>	<b>B</b>	<b>X</b>
<b>Level 1</b>				
1	14.36	14.65	14.72	15.70
2	13.13	13.39	13.45	14.35
3	13.28	13.55	13.62	14.53
4	12.90	13.16	13.22	14.10
5	13.10	13.36	13.42	14.31
6	14.36	14.65	14.72	15.70
7	14.36	14.65	14.72	15.70
<b>Level 2</b>				
1	14.85	15.15	15.22	16.23
2	13.57	13.84	13.91	14.84
3	13.73	14.00	14.07	15.01
4	13.34	13.61	13.68	14.59
5	13.55	13.82	13.89	14.82
6	14.85	15.15	15.22	16.23
7	14.85	15.15	15.22	16.23
<b>Level 3</b>				
1	15.35	15.66	15.74	16.79
2	14.08	14.36	14.43	15.39
3	14.17	14.45	14.52	15.49
4	13.79	14.07	14.14	15.08
5	14.03	14.31	14.38	15.34
6	15.35	15.66	15.74	16.79
7	15.35	15.66	15.74	16.79
<b>Level 4</b>				
1	15.89	16.21	16.29	17.38
2	14.51	14.80	14.87	15.86
3	14.66	14.95	15.02	16.02
4	14.24	14.52	14.59	15.56
5	14.49	14.78	14.85	15.84
6	15.89	16.21	16.29	17.38
7	15.89	16.21	16.29	17.38
<b>Level 5</b>				
1	16.43	16.76	16.84	17.96
2	15.00	15.30	15.37	16.39
3	15.17	15.47	15.54	16.58
4	14.73	15.02	15.09	16.10
5	14.96	15.26	15.33	16.35
6	16.43	16.76	16.84	17.96
7	16.43	16.76	16.84	17.96



**Level 6**

1	17.00	17.34	17.42	18.58
2	15.53	15.84	15.92	16.98
3	15.69	16.00	16.08	17.15
4	15.25	15.56	15.63	16.67
5	15.49	15.80	15.88	16.94
6	17.00	17.34	17.42	18.58
7	17.00	17.34	17.42	18.58

**Level 7**

1	17.57	17.92	18.01	19.21
2	16.07	16.39	16.47	17.57
3	16.20	16.52	16.60	17.71
4	15.76	16.08	16.16	17.24
5	16.05	16.37	16.45	17.55
6	17.57	17.92	18.01	19.21
7	17.57	17.92	18.01	19.21

**Level 8**

1	18.34	18.71	18.80	20.05
2	16.69	17.02	17.10	18.24
3	16.84	17.18	17.26	18.41
4	16.37	16.70	16.78	17.90
5	16.67	17.00	17.08	18.22
6	18.34	18.71	18.80	20.05
7	18.34	18.71	18.80	20.05

**Level 9**

1	19.04	19.42	19.51	20.81
2	17.32	17.67	17.75	18.93
3	17.49	17.84	17.93	19.13
4	16.99	17.33	17.41	18.57
5	17.29	17.64	17.72	18.90
6	19.04	19.42	19.51	20.81
7	19.04	19.42	19.51	20.81

**Level 10**

1	19.79	20.19	20.29	21.64
2	18.00	18.36	18.45	19.68
3	18.17	18.53	18.62	19.86
4	17.60	17.95	18.04	19.24
5	17.96	18.32	18.41	19.64
6	19.79	20.19	20.29	21.64
7	19.79	20.19	20.29	21.64

**Level 11**

1	20.52	20.93	21.03	22.43
2	18.65	19.02	19.11	20.38

3	18.82	19.20	19.29	20.58
4	18.28	18.65	18.74	19.99
5	18.58	18.95	19.04	20.31
6	20.52	20.93	21.03	22.43
7	20.52	20.93	21.03	22.43
<b>Level 12</b>				
1	21.24	21.66	21.76	23.21
2	19.29	19.68	19.77	21.09
3	19.47	19.86	19.96	21.29
4	18.92	19.30	19.39	20.68
5	19.26	19.65	19.74	21.06
6	21.24	21.66	21.76	23.21
7	21.24	21.66	21.76	23.21
<b>Level 13</b>				
1	22.00	22.44	22.55	24.05
2	19.95	20.35	20.45	21.81
3	20.14	20.54	20.64	22.02
4	19.55	19.94	20.04	21.38
5	19.92	20.32	20.42	21.78
6	22.00	22.44	22.55	24.05
7	22.00	22.44	22.55	24.05
<b>Level 14</b>				
1	22.70	23.15	23.26	24.81
2	20.61	21.02	21.12	22.53
3	20.79	21.21	21.31	22.73
4	20.20	20.60	20.70	22.08
5	20.55	20.96	21.06	22.46
6	22.70	23.15	23.26	24.81
7	22.70	23.15	23.26	24.81

**Note:** Refer to Annex "B" for definition of zones.

## APPENDIX "A"

### GL – GENERAL LABOUR & TRADES

#### (SUPERVISORY AND NON-SUPERVISORY) GROUPS

#### MDO – MACHINE DRIVING-OPERATING SUB-GROUP

## HOURLY RATES OF PAY (in dollars)

**A – Effective November 1, 1999**

**B – Effective August 5, 2000**

**X – Effective when the PSSRB renders its decision regarding the CCRA bargaining units and certification of bargaining agents, provided the decision is rendered after August 5, 2000**

<b>ZONE</b>	<b>From</b>	<b>A</b>	<b>B</b>	<b>X</b>
<b>Level 1</b>				
1	13.28	13.55	13.62	14.53
2	12.05	12.29	12.35	13.17
3	11.65	11.88	11.94	12.74
4	12.35	12.60	12.66	13.50
5	11.67	11.90	11.96	12.76
6	13.28	13.55	13.62	14.53
7	13.35	13.62	13.69	14.60
<b>Level 2</b>				
1	13.73	14.00	14.07	15.01
2	12.45	12.70	12.76	13.61
3	12.05	12.29	12.35	13.17
4	12.79	13.05	13.11	13.98
5	12.07	12.31	12.37	13.19
6	13.73	14.00	14.07	15.01
7	13.83	14.11	14.18	15.13
<b>Level 3</b>				
1	14.21	14.49	14.56	15.53
2	12.86	13.12	13.18	14.06
3	12.44	12.69	12.75	13.60
4	13.19	13.45	13.51	14.41
5	12.45	12.70	12.76	13.61
6	14.21	14.49	14.56	15.53
7	14.28	14.57	14.64	15.62
<b>Level 4</b>				
1	14.67	14.96	15.03	16.03
2	13.29	13.56	13.63	14.54
3	12.84	13.10	13.16	14.04
4	13.65	13.92	13.99	14.92
5	12.85	13.11	13.17	14.05
6	14.67	14.96	15.03	16.03
7	14.76	15.06	15.13	16.14

**Level 5**

1	15.50	15.81	15.89	16.95
2	14.04	14.32	14.39	15.35
3	13.55	13.82	13.89	14.82
4	14.42	14.71	14.78	15.77
5	13.57	13.84	13.91	14.84
6	15.50	15.81	15.89	16.95
7	15.59	15.90	15.98	17.05

**Level 6**

1	16.05	16.37	16.45	17.55
2	14.51	14.80	14.87	15.86
3	14.03	14.31	14.38	15.34
4	14.88	15.18	15.25	16.27
5	14.04	14.32	14.39	15.35
6	16.05	16.37	16.45	17.55
7	16.13	16.45	16.53	17.63

**Level 7**

1	16.56	16.89	16.97	18.10
2	14.96	15.26	15.33	16.35
3	14.45	14.74	14.81	15.80
4	15.36	15.67	15.75	16.80
5	14.50	14.79	14.86	15.85
6	16.56	16.89	16.97	18.10
7	16.69	17.02	17.10	18.24

**Level 8**

1	17.21	17.55	17.63	18.81
2	15.55	15.86	15.94	17.00
3	15.00	15.30	15.37	16.39
4	15.96	16.28	16.36	17.45
5	15.06	15.36	15.43	16.46
6	17.21	17.55	17.63	18.81
7	17.34	17.69	17.77	18.95

**Level 9**

1	17.91	18.27	18.36	19.58
2	16.13	16.45	16.53	17.63
3	15.55	15.86	15.94	17.00
4	16.56	16.89	16.97	18.10
5	15.59	15.90	15.98	17.05
6	17.91	18.27	18.36	19.58
7	18.01	18.37	18.46	19.69

**Level 10**

1	18.55	18.92	19.01	20.28
2	16.72	17.05	17.13	18.27

3	16.12	16.44	16.52	17.62
4	17.16	17.50	17.58	18.75
5	16.17	16.49	16.57	17.67
6	18.55	18.92	19.01	20.28
7	18.71	19.08	19.17	20.45
<b>Level 11</b>				
1	19.26	19.65	19.74	21.06
2	17.30	17.65	17.73	18.91
3	16.69	17.02	17.10	18.24
4	17.79	18.15	18.24	19.46
5	16.70	17.03	17.11	18.25
6	19.26	19.65	19.74	21.06
7	19.37	19.76	19.85	21.17
<b>Level 12</b>				
1	19.93	20.33	20.43	21.79
2	17.91	18.27	18.36	19.58
3	17.26	17.61	17.69	18.87
4	18.39	18.76	18.85	20.11
5	17.28	17.63	17.71	18.89
6	19.93	20.33	20.43	21.79
7	20.08	20.48	20.58	21.95
<b>Level 13</b>				
1	20.59	21.00	21.10	22.51
2	18.50	18.87	18.96	20.22
3	17.81	18.17	18.26	19.48
4	19.01	19.39	19.48	20.78
5	17.85	18.21	18.30	19.52
6	20.59	21.00	21.10	22.51
7	20.77	21.19	21.29	22.71
<b>Level 14</b>				
1	21.29	21.72	21.82	23.27
2	19.10	19.48	19.57	20.87
3	18.38	18.75	18.84	20.10
4	19.61	20.00	20.10	21.44
5	18.41	18.78	18.87	20.13
6	21.29	21.72	21.82	23.27
7	21.43	21.86	21.96	23.42

**Note:** Refer to Annex "B" for definition of zones.

## ANNEX "B"

### DEFINITION OF ZONES

#### NOTES

(1) The geographic boundaries of a province or a territory define the geographic boundaries of applicable zones.

(2) Where reference is made to a specific location, e.g., Halifax, Nova Scotia, its boundaries shall be those defined by reference maps prepared by Statistics Canada for the 1971 Census.

(Reference: Statistics Canada catalogue Number 92-712;

Reference Maps: "... (including) maps of census metropolitan areas and census agglomerations 25,000 population and over)"

#### Zone 1

Yukon Territory

Nunavut and the Northwest Territories (including Wood Buffalo National Park)

#### Zone 2

Metropolitan Moncton, N.B. (including Moncton Airport, Coverdale, N.B. and  
Dorchester Penal Institution)

Metropolitan Halifax, N.S. (including Halifax International Airport and Mill Cove)

Remainder of the Atlantic Provinces

The Province of Quebec

#### Zone 3

Metropolitan Ottawa, Ontario (including Gatineau Park)

Belleville, Ont.

Trenton, Ont.

Mountain View, Ont.

Smithfield, Ont.

Kingston, Ont. (including Camp Barriefield and the Collins Bay, Joyceville, Millhaven and  
Warkworth Penal Institutions)

Remainder of the Province of Ontario

#### Zone 4

Metropolitan Toronto, Ont.

#### Zone 5

The Province of Manitoba

The Province of Saskatchewan  
The Province of Alberta

## Zone 6

Metropolitan Vancouver, B.C.  
Metropolitan Victoria, B.C. (including William Head Penal Institution)

## Zone 7

Remainder of the Province of British Columbia (including Banff and Jasper National Parks)

## ANNEX "C"

### SUPERVISORY DIFFERENTIAL

Supervisory Level	Supervisory Co-ordinates	Supervisory Differential as a Percentage of Basic Rate
1	A1	4.0
2	B2	6.5
3	B3, C2	11.0
4	B4, C3, D2	15.0
5	B5, C4, D3, E2	19.0
6	B6, C5, D4, E3	22.5
7	B7, C6, D5, E4	26.0
8	C7, D6, E5	29.5
9	D7, E6	33.0
10	E7	36.5

The Supervisory Differential is to be used in the following manner:

- (1) determine the non-supervisory rate of pay according to zone and level;
- (2) determine the Supervisory Differential by multiplying the applicable Supervisory Differential Percentage by the non-supervisory rate of pay;
- (3) determine the supervisory rate of pay by adding the non-supervisory rate of pay with the Supervisory Differential.

For example, an employee on August 5, 2000, in the MAM sub-group in Zone 7, at level 8 and a Supervisory Coordinate B2, would receive a basic rate of pay of \$18.36 as per Annex "A". The Supervisory Differential of \$1.19 is arrived by multiplying the Supervisory Differential Percentage of 6.5% (B2) by the basic rate of pay (non-supervisory). Therefore in this case the applicable supervisory rate of pay would be \$19.55.

## APPENDIX "A"

### GS – GENERAL SERVICES

#### (SUPERVISORY AND NON-SUPERVISORY) GROUPS

#### HOURLY RATES OF PAY

(in dollars)

**A – Effective November 1, 1999**

**B – Effective August 5, 2000**

**X – Effective when the PSSRB renders its decision regarding the CCRA bargaining units and certification of bargaining agents, provided the decision is rendered after August 5, 2000**

<b>ZONE</b>	<b>From</b>	<b>A</b>	<b>B</b>	<b>X</b>
<b>Level 1</b>				
1	10.20	10.40	10.45	11.15
2	9.83	10.03	10.08	10.75
3	9.91	10.11	10.16	10.84
4	9.87	10.07	10.12	10.79
5	10.01	10.21	10.26	10.94
6	10.20	10.40	10.45	11.15
7	10.94	11.16	11.21	11.96
<b>Level 2</b>				
1	13.14	13.40	13.46	14.36
2	11.53	11.76	11.82	12.61
3	12.02	12.26	12.32	13.14
4	11.50	11.73	11.79	12.58
5	11.92	12.16	12.22	13.03
6	13.14	13.40	13.46	14.36
7	13.14	13.40	13.46	14.36
<b>Level 3</b>				
1	15.38	15.69	15.77	16.82
2	13.47	13.74	13.81	14.73



3	14.05	14.33	14.40	15.36
4	13.46	13.73	13.80	14.72
5	13.97	14.25	14.32	15.27
6	15.38	15.69	15.77	16.82
7	15.38	15.69	15.77	16.82
<b>Level 4</b>				
1	16.15	16.47	16.55	17.65
2	14.15	14.43	14.50	15.47
3	14.78	15.08	15.15	16.16
4	14.12	14.40	14.47	15.43
5	14.63	14.92	14.99	15.99
6	16.15	16.47	16.55	17.65
7	16.15	16.47	16.55	17.65
<b>Level 5</b>				
1	17.79	18.15	18.24	19.46
2	16.21	16.53	16.61	17.72
3	16.21	16.53	16.61	17.72
4	16.85	17.19	17.27	18.42
5	16.95	17.29	17.37	18.53
6	17.79	18.15	18.24	19.46
7	18.02	18.38	18.47	19.70
<b>Level 6</b>				
1	18.33	18.70	18.79	20.04
2	16.66	16.99	17.07	18.21
3	16.66	16.99	17.07	18.21
4	17.36	17.71	17.80	18.99
5	17.41	17.76	17.85	19.04
6	18.33	18.70	18.79	20.04
7	18.60	18.97	19.06	20.33
<b>Level 7</b>				
1	19.23	19.61	19.70	21.01
2	17.46	17.81	17.90	19.09
3	17.46	17.81	17.90	19.09
4	18.19	18.55	18.64	19.88
5	18.28	18.65	18.74	19.99
6	19.23	19.61	19.70	21.01
7	19.47	19.86	19.96	21.29
<b>Level 8</b>				
1	20.17	20.57	20.67	22.05
2	18.29	18.66	18.75	20.00
3	18.29	18.66	18.75	20.00
4	19.03	19.41	19.50	20.80
5	19.10	19.48	19.57	20.87

6	20.17	20.57	20.67	22.05
7	20.40	20.81	20.91	22.30
<b>Level 9</b>				
1	22.30	22.75	22.86	24.38
2	19.50	19.89	19.99	21.32
3	20.40	20.81	20.91	22.30
4	19.49	19.88	19.98	21.31
5	20.24	20.64	20.74	22.12
6	22.30	22.75	22.86	24.38
7	22.30	22.75	22.86	24.38
<b>Level 10</b>				
1	23.52	23.99	24.11	25.72
2	20.60	21.01	21.11	22.52
3	21.55	21.98	22.09	23.56
4	20.58	20.99	21.09	22.50
5	21.35	21.78	21.88	23.34
6	23.52	23.99	24.11	25.72
7	23.52	23.99	24.11	25.72
<b>Level 11</b>				
1	24.45	24.94	25.06	26.73
2	21.43	21.86	21.96	23.42
3	22.40	22.85	22.96	24.49
4	21.41	21.84	21.94	23.40
5	22.20	22.64	22.75	24.27
6	24.45	24.94	25.06	26.73
7	24.45	24.94	25.06	26.73
<b>Level 12</b>				
1	25.44	25.95	26.07	27.81
2	22.31	22.76	22.87	24.39
3	23.30	23.77	23.88	25.47
4	22.25	22.70	22.81	24.33
5	23.08	23.54	23.65	25.23
6	25.44	25.95	26.07	27.81
7	25.44	25.95	26.07	27.81
<b>Level 13</b>				
1	26.45	26.98	27.11	28.92
2	23.19	23.65	23.76	25.34
3	24.23	24.71	24.83	26.49
4	23.15	23.61	23.72	25.30
5	24.01	24.49	24.61	26.25
6	26.45	26.98	27.11	28.92
7	26.45	26.98	27.11	28.92

**Note:** Refer to Annex "B" for definition of zones.

## **ANNEX "B"**

### **DEFINITION OF ZONES**

#### **NOTES**

(1) The geographic boundaries of a province or a territory define the geographic boundaries of applicable zones.

(2) Where reference is made to a specific location, e.g., Halifax, Nova Scotia, its boundaries shall be those defined by reference maps prepared by Statistics Canada for the 1971 Census.

(Reference: Statistics Canada catalogue Number 92-712;

Reference Maps: "... (including) maps of census metropolitan areas and census agglomerations 25,000 population and over")

#### **Zone 1**

Yukon Territory

Nunavut and the Northwest Territories (including Wood Buffalo National Park)

#### **Zone 2**

Metropolitan Moncton, N.B. (including Moncton Airport, Coverdale, N.B. and  
Dorchester Penal Institution)

Metropolitan Halifax, N.S. (including Halifax International Airport and Mill Cove)

Remainder of the Atlantic Provinces

The Province of Quebec

#### **Zone 3**

Metropolitan Ottawa, Ontario (including Gatineau Park)

Belleville, Ont.

Trenton, Ont.

Mountain View, Ont.

Smithfield, Ont.

Kingston, Ont. (including Camp Barriefield and the Collins Bay, Joyceville, Millhaven and  
Warkworth Penal Institutions)

Remainder of the Province of Ontario

#### **Zone 4**

Metropolitan Toronto, Ont.

#### **Zone 5**

The Province of Manitoba  
 The Province of Saskatchewan  
 The Province of Alberta

## Zone 6

Metropolitan Vancouver, B.C.  
 Metropolitan Victoria, B.C. (including William Head Penal Institution)

## Zone 7

Remainder of the Province of British Columbia (including Banff and Jasper National Parks)

## ANNEX "C"

### SUPERVISORY DIFFERENTIAL

Supervisory Level	Supervisory Co-ordinates	Supervisory Differential as a Percentage of Basic Rate
1	A1	4.0
2	B2	6.0
3	B3, C2	8.5
4	B4, C3, D2	11.5
5	B5, C4, D3	14.5
6	B6, C5, D4	17.5
7	C6, D5	20.5
8	D6	23.5

The Supervisory Differential is to be used in the following manner:

- (1) determine the non-supervisory rate of pay according to zone and level;
- (2) determine the Supervisory Differential by multiplying the applicable Supervisory Differential Percentage by the non-supervisory rate of pay;
- (3) determine the supervisory rate of pay by adding the non-supervisory rate of pay with the Supervisory Differential.

For example, an employee on August 5, 2000, in Zone 2, at level 5 and a Supervisory Coordinate B6, would receive a basic rate of pay of \$16.61 as per Annex "A". The Supervisory Differential of \$2.91 is arrived by

multiplying the Supervisory Differential Percentage of 17.5% (B6) by the basic rate of pay (non-supervisory). Therefore in this case the applicable supervisory rate of pay would be \$19.52.

**APPENDIX "A"**

**TECHNICAL SERVICES GROUP**

**(Annual rates of pay and pay notes)**

**APPENDIX "A"**

**DD – DRAFTING AND ILLUSTRATION GROUP**

**ANNUAL RATES OF PAY**  
**(in dollars)**

**A – Effective November 1, 1999**

**B – Effective June 22, 2000**

**DD-1**

From:	\$	21401	22152	22899	23653	24398	25146	25894
To:	A	21829	22595	23357	24126	24886	25649	26412
	B	21986	22758	23525	24300	25065	25834	26602

From:	\$	26929
To:	A	27468
	B	27666

**DD-2**

From:	\$	26373	27351	28312	29290	30258	31226	32202
To:	A	26900	27898	28878	29876	30863	31851	32846
	B	27094	28099	29086	30091	31085	32080	33082

From:	\$	33491
To:	A	34161
	B	34407

**DD-3**

From:	\$	32451	33538	34633	35720	37149
To:	A	33100	34209	35326	36434	37892
	B	33338	34455	35580	36696	38165

**DD-4**

From:	\$	33427	34611	35791	36973	38145	39320	40893
To:	A	34096	35303	36507	37712	38908	40106	41711
	B	34341	35557	36770	37984	39188	40395	42011

**DD-5**

From:	\$	39112	40470	41824	43183	44910
To:	A	39894	41279	42660	44047	45808
	B	40181	41576	42967	44364	46138

**DD-6**

From:	\$	41973	43440	44898	46365	48219
To:	A	42812	44309	45796	47292	49183
	B	43120	44628	46126	47633	49537

**DD-7**

From:	\$	45589	47193	48798	50404	52421
To:	A	46501	48137	49774	51412	53469
	B	46836	48484	50132	51782	53854

**DD-8**

From:	\$	47976	49684	51388	53081	55204
To:	A	48936	50678	52416	54143	56308
	B	49288	51043	52793	54533	56713

**DD-9**

From:	\$	50104	51888	53676	55456	57675
To:	A	51106	52926	54750	56565	58829

B            51474            53307            55144            56972            59253

## **DRAFTING AND ILLUSTRATION GROUP**

### **PAY NOTES**

#### **1. 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.

#### **2. 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 November 1, 1999**

**B – Effective June 22, 2000**

**EG – TECHNOLOGICAL INSTITUTE RECRUITMENT**

From:	\$	19203	to	28970
To:	A	19587	to	29549
	B	19728	to	29762

**EG-1**

From:	\$	30513	31732	33002	34321	35695	37123
To:	A	31123	32367	33662	35007	36409	37865
	B	31347	32600	33904	35259	36671	38138

**EG-2**

From:	\$	33565	34905	36303	37754	39264	40835
To:	A	34236	35603	37029	38509	40049	41652
	B	34482	35859	37296	38786	40337	41952

**EG-3**

From:	\$	36921	38396	39933	41528	43190	44918
To:	A	37659	39164	40732	42359	44054	45816
	B	37930	39446	41025	42664	44371	46146

**EG-4**

From:	\$	40612	42236	43927	45684	47510	49410
To:	A	41424	43081	44806	46598	48460	50398
	B	41722	43391	45129	46934	48809	50761

**EG-5**

From:	\$	44672	46459	48318	50250	52262	54352
To:	A	45565	47388	49284	51255	53307	55439
	B	45893	47729	49639	51624	53691	55838

**EG-6**

From:	\$	49141	51105	53150	55276	57486	59785
To:	A	50124	52127	54213	56382	58636	60981
	B	50485	52502	54603	56788	59058	61420

**EG-7**

From:	\$	54054	56217	58465	60804	63236	65766
To:	A	55135	57341	59634	62020	64501	67081
	B	55532	57754	60063	62467	64965	67564

**EG-8**

From:	\$	59461	61840	64311	66884	69560	72342
To:	A	60650	63077	65597	68222	70951	73789
	B	61087	63531	66069	68713	71462	74320

**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 November 1, 1999, or June 22, 2000, 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 November 1, 1999, or June 22, 2000, 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.

## **APPENDIX "A"**

### **GT – GENERAL TECHNICAL GROUP**

**ANNUAL RATES OF PAY**  
(in dollars)

**A – Effective November 1, 1999**

**B – Effective June 22, 2000**

**GT – TECHNOLOGICAL INSTITUTE RECRUITMENT**

From:	\$	17279	to	27919
To:	A	17625	to	28477
	B	17752	to	28682

**GT-1**

From:	\$	29810	30630	31451	32268	33558
To:	A	30406	31243	32080	32913	34229
	B	30625	31468	32311	33150	34475

**GT-2**

From:	\$	34186	35177	36168	37158	38644
To:	A	34870	35881	36891	37901	39417
	B	35121	36139	37157	38174	39701

**GT-3**

From:	\$	38231	39378	40533	41682	43350
To:	A	38996	40166	41344	42516	44217
	B	39277	40455	41642	42822	44535

**GT-4**

From:	\$	43075	44411	45752	47091	48975
To:	A	43937	45299	46667	48033	49955
	B	44253	45625	47003	48379	50315

**GT-5**

From:	\$	48349	49830	51319	52859	54974
To:	A	49316	50827	52345	53916	56073
	B	49671	51193	52722	54304	56477

**GT-6**

From:	\$	53505	55251	57009	58763	61113
To:	A	54575	56356	58149	59938	62335
	B	54968	56762	58568	60370	62784

**GT-7**

From:	\$	61316	63378	65441	67401	70096
To:	A	62542	64646	66750	68749	71498
	B	62992	65111	67231	69244	72013

**GT-8**

From:	\$	69556	71759	73953	76147	79193
To:	A	70947	73194	75432	77670	80777
	B	71458	73721	75975	78229	81359

## 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 November 1, 1999, or June 22, 2000, 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 November 1, 1999, or June 22, 2000, 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.

## **APPENDIX "A"**

### **EDUCATION AND LIBRARY SCIENCE GROUP**

**(Annual rates of pay and pay notes)**

**APPENDIX "A"****EDUCATION SERVICES SUB-GROUP (ED-EDS)****ANNUAL RATES OF PAY  
(in dollars)****A – Effective November 1, 1999****B – Effective July 1, 2000****EDS 1**

From:	\$	45886	48280	50017	51747	53479
To:	A	46804	49246	51017	52782	54549
	B	47118	49576	51359	53136	54914

**EDS 2**

From:	\$	54978	56701	58414
To:	A	56078	57835	59582
	B	56454	58222	59981

**EDS 3**

From:	\$	58672	60525	62371
To:	A	59845	61736	63618
	B	60246	62150	64044

**EDS 4**

From:	\$	62914	64819	66722
To:	A	64172	66115	68056
	B	64602	66558	68512

**EDS 5**

From:	\$	67814	69899	71960
To:	A	69170	71297	73399
	B	69633	71775	73891

**ED – EDS SUB-GROUP****PAY NOTES**

1. The pay increment date of an employee shall be the first Monday following the anniversary of his or her appointment.
2. Notwithstanding the preceding paragraph, if, on April 1, 1999, an employee was moved from the first increment of his or her level to the second increment as a direct result of the first increment

being deleted, the pay increment date of this employee shall be April 1<sup>st</sup> from then on.

## APPENDIX "A"

### LANGUAGE TEACHING SUB-GROUP (ED-LAT)

#### ANNUAL RATES OF PAY (in dollars)

THE SALARY TO BE PAID EMPLOYEES AT LEVELS ED-LAT-01 AND 02 SHALL BE DETERMINED AS FOLLOWS:

LANGUAGE TEACHING 1 –

EMPLOYEES WILL RECEIVE THE RATE ON THE GRID DETERMINED BY THEIR EDUCATION AND EXPERIENCE

LANGUAGE TEACHING 2 –

EMPLOYEES WILL RECEIVE THE RATE ON THE GRID DETERMINED BY THEIR EDUCATION AND EXPERIENCE PLUS THE SENIOR TEACHER'S ALLOWANCE

**A – Effective November 1, 1999**

**B – Effective July 1, 2000**

#### TEACHING

EXPERIENCE	LEVEL 1	A	B
1	30736	31351	31561
2	32097	32739	32958
3	33465	34134	34363
4	34835	35532	35770
5	36198	36922	37169
6	37567	38318	38575
7	38934	39713	39979
8	40306	41112	41387
9	41668	42501	42786
10	43037	43898	44192

11	44403	45291	45594
12	45776	46692	47005
<b>EXPERIENCE</b>	<b>LEVEL 2</b>	<b>A</b>	<b>B</b>
1	34749	35444	35681
2	36223	36947	37195
3	37692	38446	38704
4	39169	39952	40220
5	40641	41454	41732
6	42113	42955	43243
7	43588	44460	44758
8	45056	45957	46265
9	46530	47461	47779
10	48004	48964	49292
11	49476	50466	50804
12	50951	51970	52318
13	52422	53470	53828
<b>EXPERIENCE</b>	<b>LEVEL 3</b>	<b>A</b>	<b>B</b>
1	36708	37442	37693
2	38179	38943	39204
3	39650	40443	40714
4	41126	41949	42230
5	42596	43448	43739
6	44071	44952	45253
7	45543	46454	46765
8	47014	47954	48275
9	48488	49458	49789
10	49961	50960	51301
11	51435	52464	52816
12	52906	53964	54326
13	54379	55467	55839
<b>EXPERIENCE</b>	<b>LEVEL 4</b>	<b>A</b>	<b>B</b>
1	39133	39916	40183
2	40684	41498	41776
3	42241	43086	43375
4	43791	44667	44966
5	45344	46251	46561
6	46895	47833	48153
7	48450	49419	49750
8	50003	51003	51345
9	51553	52584	52936
10	53109	54171	54534

11	54662	55755	56129
12	56214	57338	57722
13	57765	58920	59315

SENIOR TEACHER'S ALLOWANCE (LANGUAGE TEACHING LAT-02) – \$4000 PER ANNUM EFFECTIVE ON THE DATE OF SIGNATURE.

## ED – LAT SUB-GROUP

### PAY NOTES

1. An employee is entitled to be paid at the rate of pay on the pay grid set forth in Appendix "A" as determined by his or her education and experience.

### 2. Changes in Rates of Pay

(a) Except as provided in notes (b), (c) and (d) below, in applying the new rates of pay an employee retains his or her step in the salary grid.

(b) An employee shall be entitled to be paid on a higher rate in the range of rates for the education level in which he or she is being paid on the first Monday following the date on which the employee attains the requisite experience.

(c) Notwithstanding the preceding paragraph, if, on April 1, 1999, an employee was moved from the first increment of the education level in which he or she was being paid to the second increment as a direct result of the first increment being deleted, the pay increment date of this employee shall be April 1st from then on.

(d) It is up to the employee to submit to the Employer the documents proving that he or she has higher educational qualifications than those of the education level in which he or she is being paid, within ninety (90) days following the date of issuance of the official transcript of such additional qualifications. The employee shall be granted retroactive pay, if he or she meets the requirements, either from the date of issuance of the official transcript of additional qualifications if it is submitted within ninety (90) days or from the date the official transcript was submitted to the Employer, in all other cases.

(e) It is the employee's responsibility to submit to the Employer within ninety (90) days following the date on which he or she enters the Public Service all documents that will establish his or her rate of pay. No retroactive changes shall be made to his or her rate of pay after the prescribed ninety (90)-day deadline.

### 3. Education Levels

Education Level 1 (B.A.):



This level requires a Bachelor's or equivalent degree recognized by a Canadian university.

Education Level 2 (B.A. + 1):

(a) this level requires an Honour's Bachelor's or equivalent degree recognized by a Canadian university,

or

(b) a Bachelor's or equivalent degree recognized by a Canadian university plus one (1) further year of teacher education as defined in Note 5.

Education Level 3 (B.A. + 2):

(a) this level requires an Honour's Bachelor's or equivalent degree recognized by a Canadian university, plus one (1) further year of teacher education as defined in Note 5,

or

(b) a Bachelor's or equivalent degree recognized by a Canadian university plus two (2) further years of teacher education as defined in Note 5.

Education Level 4 (B.A. + 3):

(a) this level requires an Honour's Bachelor's or equivalent degree, recognized by a Canadian university plus two (2) further years of teacher education as defined in Note 5,

or

(b) a Bachelor's or equivalent degree recognized by a Canadian university plus three (3) further years of teacher education as defined in Note 5.

#### **4. Experience**

(a) Within the pay range for each educational level, experience is recognized by the granting of one increment for each year of teaching experience prior to appointment. An employee with no experience will be appointed at the first rate in the range. For each year of experience after appointment, an employee will receive one additional increment provided that service has been satisfactory.

(b) A full year of experience prior to appointment will be allowed for any of the following:

(i) any full academic year at an establishment, recognized or accredited by a school board or provincial Department of Education, that is, eight (8) months (university teaching), ten (10)

months (elementary and secondary school teaching) or eleven (11) to twelve (12) months (government teaching or a recognized commercial school);

(ii) any portion of an academic year of six (6) months or more;

(iii) any portion of an academic year, in whole months, at an establishment recognized and accredited by a school board or provincial Department of Education, which total a full academic year, as defined in (i) above;

(iv) second language teaching at night school or on some other part-time basis in the amount of four hundred (400) hours at an establishment recognized and accredited by a school board or provincial Department of Education,

provided that, in all cases, no more than one (1) full year is credited during a twelve (12)-month calendar year.

(c) Any service rendered by an employee on duties classified in the Education Group shall be used in determining the employee's increment step on the LAT pay grid.

## 5. Miscellaneous

Teacher Education, for the purposes of this pay plan shall consist of any one or combination of the following:

(a) A year of study resulting in a recognized teaching certificate or diploma.

(b) A year of university study, completion of which is officially certified by an educational establishment, in any one of the following related fields: Anthropology, Social Communications, Education, History, Journalism, Linguistics (including courses in foreign languages and translation), Literature, Philosophy, Psychology, Political Science, Social Work, Sociology and Theology.

**6.** An employee appointed to a position in the Language Teaching Sub-Group prior to November 22, 1988, will not have his or her Education Level lowered solely by the application of pay notes 3 and 5.

This provision will cease to apply to an employee when he or she leaves the Language Teaching Sub-Group.

**APPENDIX "A"****LS – LIBRARY SCIENCE GROUP****ANNUAL RATES OF PAY****(in dollars)****A – Effective November 1, 1999****B – Effective July 1, 2000****LS-1**

From:	\$	40955	42225	43494	44765	46031	47300	48570
To:	A	41774	43070	44364	45660	46952	48246	49541
	B	42054	43359	44661	45966	47267	48569	49873

From:	\$	49838
To:	A	50835
	B	51176

**LS-2**

From:	\$	45290	46783	48277	49769	51265
To:	A	46196	47719	49243	50764	52290
	B	46506	48039	49573	51104	52640

**LS-3**

From:	\$	52980	54683	56382	58083	59786
To:	A	54040	55777	57510	59245	60982
	B	54402	56151	57895	59642	61391

**LS-4**

From:	\$	54851	56829	58803	60783	62761	64738
To:	A	55948	57966	59979	61999	64016	66033
	B	56323	58354	60381	62414	64445	66475

**LS-5**

From:	\$	66134	68298	70459	72621	74785	76948
To:	A	67457	69664	71868	74073	76281	78487
	B	67909	70131	72350	74569	76792	79013

**LS GROUP****PAY NOTES****General**

1. The pay increment period for a full-time employee is twelve (12) months.

2. A part-time employee 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 clause.

3. For the purpose of administering General Pay Note 1 above, the pay increment date for an employee, appointed on or after November 27, 1980, to a position in the bargaining unit upon 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 November 27, 1980, remains unchanged.

## **APPENDIX "A"**

### **SALARY PROTECTED EMPLOYEES**

#### **(Rates of pay and pay notes)**

## **APPENDIX "A"**

### **ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**

#### **ANNUAL RATES OF PAY (in dollars)**

**ALBERTA****(10 MONTH PAY PLAN)****A – Effective November 1, 1999****B – Effective July 1, 2000**

The following rates of pay apply to employees who are subject to Article 64.05 in respect of red-circled employees. These employees continue to be governed by the Pay Notes in effect at Treasury Board for these classifications, as applicable.

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>A</b>	<b>B</b>
1	35952	36671	36917
2	37860	38617	38876
3	39767	40562	40834
4	41675	42509	42794
5	43587	44459	44757
6	45495	46405	46716
7	47401	48349	48673
8	49308	50294	50631
9	51218	52242	52592
10	53124	54186	54549

**APPENDIX "A"****ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)****ANNUAL RATES OF PAY****(in dollars)****ONTARIO****(10 MONTH PAY PLAN)****A – Effective November 1, 1999****B – Effective July 1, 2000**

The following rates of pay apply to employees who are subject to Article 64.05 in respect of red-circled employees. These employees continue to be governed by the Pay Notes in effect at Treasury Board for these classifications, as applicable.

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>A</b>	<b>B</b>
1	35294	36000	36241
2	37085	37827	38080
3	38879	39657	39923
4	40671	41484	41762
5	42467	43316	43606
6	44255	45140	45442
7	46052	46973	47288
8	47844	48801	49128
9	49635	50628	50967
10	51436	52465	52817

## **APPENDIX "A"**

### **PI – PRIMARY PRODUCTS INSPECTION GROUP**

#### **ANNUAL RATES OF PAY (in dollars)**

**A – Effective November 1, 1999**

**B – Effective June 22, 2000**

The following rates of pay apply to employees who are subject to Article 64.05 in respect of red-circled employees. These employees continue to be governed by the Pay Notes in effect at Treasury Board for these classifications, as applicable.

#### **SUB-GROUP: GRAIN INSPECTION**

##### **PI-CGC-3**

From:	\$	37648	38958	40257	41560	43223
To:	A	38401	39737	41062	42391	44087
	B	38677	40023	41358	42696	44404

## **APPENDIX "A"**

**GL – GENERAL LABOUR & TRADES**  
**(SUPERVISORY AND NON-SUPERVISORY) GROUPS**  
**PCF – PAINTING & CONSTRUCTION FINISHING SUB-GROUP**

**HOURLY RATES OF PAY**  
(in dollars)

**A – Effective November 1, 1999**

**B – Effective August 5, 2000**

**X – Effective when the PSSRB renders its decision regarding the CCRA bargaining units and certification of bargaining agents, provided the decision is rendered after August 5, 2000**

<b>ZONE</b>	<b>From</b>	<b>A</b>	<b>B</b>	<b>X</b>
<b>Level 7</b>				
1	18.72	19.09	19.18	20.46
2	16.56	16.89	16.97	18.10
3	16.72	17.05	17.13	18.27
4	17.08	17.42	17.50	18.67
5	17.73	18.08	18.17	19.38
6	19.19	19.57	19.66	20.97
7	19.15	19.53	19.62	20.93

**Note:** Refer to Annex "B" for definition of zones.

## **APPENDIX "B"**

### **PROVISIONS APPLICABLE TO EMPLOYEES IN THE OPERATIONAL SERVICES GROUP ONLY**

Notwithstanding the general provisions of this collective agreement, the following specific provisions shall apply to employees classified in the General Labour and Trades (supervisory and non-supervisory) Groups and in the General Services (supervisory and non-supervisory) Groups.

**The following applies to employees classified as GL and GS:**

#### **Reporting pay**

An employee who reports for work on the employee's scheduled shift shall be paid for the time actually worked, or a minimum of four (4) hours' pay at straight time, whichever is the greater.

**The following apply to employees classified as GL only:**

#### **1. Travel between work sites**

When an employee is required to perform work at other than his or her normal work place, as defined in the Employer's Travel Policy, and the employee's status is such that the employee is not entitled to claim expenses for lodging and meals, the Employer shall provide transportation, or mileage allowance in lieu, for travel between the employee's normal workplace and any other work place(s).

#### **2. Supervisory differential**

A supervisory differential, as established in Appendix "A," part 2, Annex "C," shall be paid to employees in the bargaining unit who encumber positions which receive a supervisory rating under the classification standard, and who perform supervisory duties.

#### **3. Miscellaneous**

The Employer shall continue to provide any automobile windshield sticker or other form of permit which an employee may require in order to enter the employee's work site area, or shall repay the employee for the cost of same. However, this undertaking by the Employer shall not include free automobile parking privileges where payment of a parking fee would otherwise apply.

**The following applies to employees classified as GS only:**

#### **Thirty-seven and one-half hour work week**

The Employer agrees to maintain the thirty-seven and one-half (37 1/2) hour per work week and the seven and one-half (7 1/2) hour per day schedule for those employees who, as of February 23, 1989, were working a scheduled thirty-seven and one-half (37 1/2) hours per week and seven and one-half (7 1/2) hours per



day.

## **APPENDIX "C"**

### **PROVISIONS APPLICABLE TO EMPLOYEES IN THE EDUCATION AND LIBRARY SCIENCE GROUP ONLY**

Notwithstanding the general provisions of this collective agreement, the following specific provisions shall apply to employees classified in the Education and Library Science Group.

**The following applies to employees classified as ED only:**

#### **Reimbursement for training outside normal working hours**

Employees shall be reimbursed for correspondence courses and other training taking place outside normal working hours in accordance with Treasury Board T.B. 718445, dated March 30, 1973, and its subsequent amendments.

**The following apply to employees classified as ED-LAT only:**

#### **1. Pedagogical break**

Employees shall be granted a pedagogical break which will include all calendar days between December 25 and January 2 inclusively. During this period, employees are entitled to four (4) days of leave with pay, in addition to three (3) designated paid holidays as provided for under clause 30.02 of this Agreement.

Should January 2 coincide with an employee's day of rest or with a day to which a designated paid holiday has been moved by application of clause 30.05, the day shall be moved to the employee's first scheduled working day following the pedagogical break.

If an employee performs authorized work during the pedagogical break on a day other than a designated paid holiday or a normal day of rest, he or she shall receive compensation based upon his or her normal daily rate of pay, in addition to his or her usual pay for the day.

#### **2. Courses**

At the request of an employee who takes a course offered by the Employer, the Employer shall provide a certificate indicating the subject of the course, the name of the person who gave the course, the date on which it was given and its duration, provided the employee requests a certificate within thirty (30) days of completion of such a course.

#### **3. Hours of teaching**

Hours of teaching must be in accordance with the November 30, 1989 Award of the Special Arbitration Panel chaired by M. Teplitsky.

#### **4. Tasks performed away from the Employer's premises**

The Employer may authorize that certain tasks be performed away from the Employer's premises.

#### **The following applies to employees classified as LS only:**

##### **Authorship**

When an employee acts as a sole or joint author or editor of a publication, the employee's authorship or editorship shall normally be shown in the title page of such publication.

Where the Employer wishes to make changes in material submitted for publication with which the author does not agree, the author may request that he or she not be credited publicly.

## **APPENDIX "D"**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADA CUSTOMS AND REVENUE AGENCY AND THE PUBLIC SERVICE ALLIANCE OF CANADA**

The purpose of this Memorandum is to confirm an agreement reached by the Employer and the Alliance during the negotiations of this collective agreement.

The parties will establish a joint committee to meet and consult, over the life of the collective agreement, on changes to be made to the Work Force Adjustment APPENDIX "E," as a result of the new legal framework.

Any changes to the Appendix will be reviewed by CCRA Management and the Alliance at the National Level.

## **APPENDIX "E"**

### **WORK FORCE ADJUSTMENT**

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## General

For the purpose of applying Appendix "E" (Work Force Adjustment), the parties agree that Appendix "E" shall be read, with such modifications as the circumstances require, in light of the new legal framework applicable to the Canada Customs and Revenue Agency (CCRA) since November 1, 1999. Without limiting the generality of the foregoing, the parties agree specifically as follows:

Any reference in the Appendix to the Treasury Board, the Treasury Board Secretariat or to the term "department(s)" is inapplicable and shall be read as a reference to the CCRA;

Unless the context otherwise dictates, any reference to the "public service" shall be read as a reference to the CCRA;

Any reference to the *Public Service Employment Act* and its regulations, and to the Public Service Commission, including the measures related thereto, are inapplicable and shall be read as references to the CCRA and, as appropriate, the *Canada Customs and Revenue Agency Act*.

## 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.

## Two year employment guarantee

During the two year employment guarantee (November 1, 1999 to October 31, 2001), where the services of an indeterminate employee will no longer be required because of a WFA situation and where the employee wishes to voluntarily leave the CCRA, the affected employee may have access to the transition support measure options available under this Appendix. This applies to indeterminate employees who were Revenue Canada indeterminate employees on October 31, 1999, and who are CCRA employees since November 1, 1999.

## 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 \$7,000.00.

**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.

**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 month before the scheduled lay-off date. This period is included in the surplus period.

**Laid off person** (*personne mise en disponibilité*) – is a person who has been laid off pursuant to *CCRA Act* 51(1)(g) and who still retains a preferred status for reappointment within the CCRA under the Staffing Programs Directive on Preferred Status.

**Lay-off preferred status** (*statut privilégié de mise en disponibilité*) – a person who has been laid off is entitled to a preferred status for appointment without recourse to a position in the CCRA for which, in the opinion of the CCRA, he or she is qualified. The preferred status is for a period of 15 months following the lay-off date, or following the termination date, pursuant to subsection 51(1)(g) of the *CCRA 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 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 the Commissioner.

**Surplus preferred status** (*statut privilégié d'excédentaire*) – is, under the CCRA Staffing Programs, an entitlement of preferred status for placement to surplus employees to permit them to be appointed to other positions in the CCRA without recourse.

**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 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-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 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 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-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 "E" 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 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 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 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 month after the refusal, however not before six 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-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 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 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 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 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 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 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 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-month surplus priority period in which to secure a reasonable job offer at the end of the 90-day window.

**6.1.5** If a reasonable job offer which does not require a relocation is made at any time during the 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 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 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 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-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 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-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 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 \$7000 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 years, while attending the learning institution. The TSM shall be paid in one or two lump-sum amounts over a maximum two-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 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 \$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 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* 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-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 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 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 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 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 recognize:

- the union's need to represent employees during the transition process;
- the Employer's need for greater flexibility in organizing 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 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 85 percent 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 85 percent or greater of federal annual remuneration (= percent 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 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 60 days, but not less than 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 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 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 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 80 percent of their former federal hourly or annual remuneration, departments will pay an additional six months of salary top-up allowance for a total of 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 6.5 percent 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 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 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 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 6.5 percent 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

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Years of Service in the Public Service	Transition Support Measure (TSM) (Payment in weeks' pay)
0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52
19	52
20	52
21	52
22	52

23	52
24	52
25	52
26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37
35	34

Years of Service in the Public Service	Transition Support Measure (TSM) (Payment in weeks' pay)
36	31
37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	07
45	04

**Note:** Years of service are the total number of years of service in the CCRA and in any department, Agency or other portions of the Public Service specified in Schedule 1, Part 1 of the *Public Service Staff Relations Act* (PSSRA).

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.