

Collective Agreement

Between

Canadian Food inspection Agency
(CFIA)

and

PSAC

Begins:

Terminates:
31/12/2006

12484(02)

Employees :

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**** Asterisks denote changes from the previous Collective Agreement.**

ARTICLE 1 - PURPOSE AND SCOPE OF AGREEMENT

- 1.01** The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Alliance and the employees and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 1.02** The parties to this Agreement share a desire to improve the quality of the Canadian Food Inspection Agency and to promote the well-being and increased efficiency of its employees to the end that the people of Canada will be well and efficiently served. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Agency in which members of the bargaining units are employed.

ARTICLE 2 - INTERPRETATIONS AND DEFINITIONS

Excluded Provisions

Sub-clauses 2.01(g), (h), (r) and (w) do not apply to bargaining unit employees classified as GL or GS.

Alternate Provisions

Sub-clauses 2.01(aa), (bb), (cc), (dd), (ee) and (ff) apply only to bargaining unit employees classified as GL or GS.

2.01 For the purpose of this Agreement:

- (a) "Alliance" means the Public Service Alliance of Canada: (Alliance)
- (b) "allowance" means compensation payable for the performance of special or additional duties; (indemnité)
- (c) "bargaining unit" means the employees of the Employer as described in Article 8; (unité de négociation)

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- (d) "common-law partner" means a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year; (conjoint de fait)
- (e) "compensatory leave" means leave with pay in lieu of cash payment for overtime, travelling time compensated at an overtime rate, call-back, reporting pay and standby. The duration of such leave will be equal to the time compensated or the minimum time entitlement multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the day immediately prior to the day on which leave is taken; (congé compensateur)

- (f) "continuous employment" has the same meaning as specified in the existing Terms and Conditions of Employment Policy on the date of signing of this Agreement; (emploi continu)
- (g) "daily rate of pay" means a full-time employee's weekly rate of pay divided by five (5); (taux de rémunération)
- (h) "day" means a twenty-four (24) hour period commencing at 00:01 hours;
- (i) "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 the position other than by reason of the employee being on leave or absent from duty without permission; (jour de repos)
- (j) "double time" means two (2) times the employee's hourly rate of pay: (tarif double)
- (k) "employee" means a person so defined in the *Public Service Staff Relations Act*, and who is a member of the bargaining unit specified in Article 8; (employé)
- (l) "Employer" means Her Majesty in right of Canada as represented by the Canadian Food Inspection Agency, and includes any person authorized to exercise the authority of the Canadian Food Inspection Agency; (Employeur)
- (m) "holiday" (jour férié) means:
 - (i) the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement;
 - (ii) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:
 - (A) on the day it commenced where half ($\frac{1}{2}$) or more of the hours worked fall on that day;
 - or
 - (B) on the day it terminates where more than half ($\frac{1}{2}$) of the hours worked fall on that day;
- (n) "hourly rate of pay" means a full-time employee's weekly rate of pay divided by thirty-seven decimal five (37.5); (taux de rémunération)
- (o) "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)
- (p) "leave" means authorized absence from duty by an employee during the employee's regular or normal hours of work; (congé)

- (q) "membership dues" means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium, or special levy; (cotisations syndicales)
 - (r) "overtime" (heures supplémentaires) means:
 - (i) in the case of a full-time employee, authorized work in excess of the employee's scheduled hours of work;
 - or
 - (ii) in the case of a part-time employee, authorized work in excess of seven decimal five (7.5) hours per day or thirty-seven decimal five (37.5) hours per week, but does not include time worked on a holiday;
 - or
 - (iii) in the case of a part-time employee whose normal scheduled hours of work are in excess of seven decimal five (7.5) hours per day in accordance with the Variable Hours of Work provisions, clauses 24.12 to 24.15, authorized work in excess of those normal scheduled daily hours or an average of thirty-seven decimal five (37.5) hours per week;
 - (s) "remuneration" means pay and allowances; (rémunération)
- **
- (t) "spouse" will, when required, be interpreted to include "common-law partner" except, for the purposes of the Foreign Service Directives, the definition of "spouse" will remain as defined in Directive 2 of the Foreign Service Directives; (conjoint-e)
 - (u) "straight-time rate" means the employee's hourly rate of pay; (tarif normal)
 - (v) "time and one-half" means one decimal five (1.5) times the employee's hourly rate of pay; (tarif et demi)
 - (w) "weekly rate of pay" means an employee's annual rate of pay divided by fifty-two decimal one seven six (52.176). (taux de rémunération hebdomadaire)

Alternate Provisions

- (aa) "annual rate of pay" means the employee's weekly rate of pay multiplied by fifty-two decimal one seven six (52.176): (taux de rémunération annuel)
- (bb) "daily rate of pay" means an employee's hourly rate of pay times the employee's normal number of hours of work per day; (taux de rémunération journalier)

- (cc) “weekly rate of pay” means the employee’s daily rate of pay multiplied by five (5); (taux de rémunération hebdomadaire)
- (dd) “overtime” (heures supplémentaires) means:
 - (i) in the case of a full-time employee, authorized work in excess of the employee’s scheduled hours of work;
 - or
 - (ii) in the case of a part-time employee, authorized work in excess of eight (8) hours per day or forty (40) 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 eight (8) hours per day in accordance with the Variable Hours of Work provisions, clauses 24.12 to 25.14, authorized work in excess of those normal scheduled daily hours or an average of forty (40) hours per week;
- (ee) “rate of pay” means the basic rate of pay as specified in Appendix “ A and includes supervisory differential; (taux de rémunération)
- (ff) “week” means a period of seven (7) consecutive days beginning at 00:01 hours Monday morning and ending at 24:00 hours the following Sunday night; (semaine)

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

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

ARTICLE 3 -APPLICATION

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

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

ARTICLE 4 - STATE SECURITY

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

ARTICLE 5 - PRECEDENCE OF LEGISLATION AND THE COLLECTIVE AGREEMENT

- 5.01** In the event that any law passed by Parliament, applying to Canadian Food Inspection Agency employees covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

ARTICLE 6 - MANAGERIAL RESPONSIBILITIES

- 6.01** Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the Canadian Food Inspection Agency.

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ARTICLE 7 - DENTAL CARE PLAN

- 7.01** The Public Service Dental Care Plan, as amended from time to time by the terms and conditions of the Dental Care Agreement between the Treasury Board of Canada Secretariat and the Public Service Alliance of Canada shall be deemed to form part of this Agreement.

ARTICLE 8 - RECOGNITION

- 8.01** The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Public Service Staff Relations Board on October 27, 1997.

ARTICLE 9 - INFORMATION

- 9.01** The Employer agrees to supply the Alliance each quarter with the name, geographic location and classification of each new employee.
- 9.02** The Employer agrees to supply each employee with a copy of this Agreement and will endeavour to do so within one (1) month after receipt from the printer.

ARTICLE 10 - CHECK-OFF

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

- 10.02** The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 10.03** For the purpose of applying clause 10.01, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.
- 10.04** An employee who satisfies the Employer to the extent that he or she declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved.
- 10.05** No employee organization, as defined in section 2 of the *Public Service Staff Relations Act*, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees.
- 10.06** The amounts deducted in accordance with clause 10.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 10.07** The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.
- 10.08** The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

ARTICLE 11 - USE OF EMPLOYER FACILITIES

- 11.01** Reasonable space on bulletin boards in convenient locations will be made available to the Alliance for the posting of official Alliance notices. The Alliance shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Alliance, including the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.
- 11.02** The Employer will also continue its present practice of making available to the Alliance specific locations on its premises, for the placement of reasonable quantities of literature of the Alliance.
- 11.03** A duly accredited representative of the Alliance may be permitted access to the Employer's premises, which includes vessels, to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer. In the case of access to vessels, the Alliance representative upon boarding any vessel must report to the Master,

state his or her business and request permission to conduct such business. It is agreed that these visits will not interfere with the sailing and normal operation of the vessels.

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

ARTICLE 12 - EMPLOYEE REPRESENTATIVES

- 12.01** The Employer acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.
- 12.02** The Alliance and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organization, the number and distribution of employees at the work place and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/adjudication procedure.
- 12.03** The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 12.02.
- 12.04** (a) A representative shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.
- (b) Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated **to** the employee's supervisor.
- (c) An employee shall not suffer any loss of pay when permitted to leave his or her work under sub-clause 12.04(a).
- 12.05** 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 such programs exist.

ARTICLE 13 - 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*

- 13.01** When operational requirements permit, the Employer will grant leave with pay:
- (a) to an employee who makes a complaint on his or her own behalf, before the Public Service Staff Relations Board;
- and
- (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Alliance making a complaint.

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

13.02 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.

13.03 The Employer will grant leave with pay:

- (a) to an employee called as a witness by the Public Service Staff Relations Board;
- and
- (b) when operational requirements permit, to an employee called as a witness by an employee or the Alliance.

Arbitration Board Hearings, Conciliation Board Hearings and Alternate Dispute Resolution Process

13.04 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.

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

Adjudication

13.06 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

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

13.08 Subject to operational requirements:

- (a) when the Employer originates a meeting with a grievor in his or her headquarters area, he or she will be granted leave with pay and "on duty" status when the meeting is held outside the grievor's headquarters area,
- (b) when a grievor seeks to meet with the Employer, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area, and
- (c) when an employee representative attends a meeting referred to in this clause, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area.

Contract Negotiation Meetings

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

Preparatory Contract Negotiation Meetings

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

Meetings Between the Alliance and Management Not Otherwise Specified in this Article

13.11 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.

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

Representatives' Training Courses

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

ARTICLE 14 - EMPLOYEES ON PREMISES OF OTHER EMPLOYERS

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

ARTICLE 15 - ILLEGAL STRIKES

- 15.01** The *Public Service Staff Relations Act* provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including termination of employment pursuant to paragraph 11(2)(f) of the *Financial Administration Act*, for participation in an illegal strike as defined in the *Public Service Staff Relations Act*.

ARTICLE 16 - DISCIPLINE

- 16.01** When an employee is suspended from duty or terminated in accordance with paragraph 11(2)(f) of the *Financial Administration Act*, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.
- 16.02** When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.
- 16.03** The Employer shall notify the local representative of the Alliance as soon as possible that such suspension or termination has occurred.
- 16.04** 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 at the time of filing or within a reasonable period thereafter.
- 16.05** 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 17 -GRIEVANCE PROCEDURE

- 17.01** Subject to and as provided in section 91 of the *Public Service Staff Relations Act*, an employee who feels that he or she has been treated unjustly or considers himself or herself aggrieved by any action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 17.04 except that:
- (a) where there is another administrative procedure provided by or under any Act of Parliament to deal with the employee's specific complaint, such procedure must be followed, and
 - (b) where the grievance relates to the interpretation or application of this Agreement or an arbitral award, the employee is not entitled to present the grievance unless he or she has the approval of and is represented by the Alliance.

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

- (a) Level 1 - first (1st) level of management;
- (b) Levels 2 and 3 - intermediate level(s) where such level or levels are established by the Canadian Food Inspection Agency;
- (c) Final Level - President or President's authorized representative.

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

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

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

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

17.05 Where it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the date it is delivered to the appropriate office of the Agency. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his or her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

17.06 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.

17.07 An employee may be assisted and/or represented by the Alliance when presenting a grievance at any level.

17.08 The Alliance shall have the right to consult with the Employer with respect to a grievance at each level of the grievance procedure. Where consultation is with the President, the President shall render the decision.

- 17.09** An employee may present a grievance to the First Level of the grievance procedure in the manner prescribed in clause 17.04 not later than the twenty-fifth (25th) day after the date on which he or she is notified orally or in writing or on which he or she first becomes aware of the action or circumstances giving rise to the grievance.
- 17.10** The Employer shall normally reply to an employee's grievance, at any level in the grievance procedure, except the Final Level, within ten (10) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the employee, he or she may submit a grievance at the next higher level in the grievance procedure within ten (10) days after that decision or settlement has been conveyed to him or her in writing.
- 17.11** If the Employer does not reply within fifteen (15) days from the date that a grievance is presented at any level, except the Final Level, the employee may, within the next ten (10) days, submit the grievance at the next higher level of the grievance procedure.
- 17.12** The Employer shall normally reply to an employee's grievance at the Final Level of the grievance procedure within thirty (30) days after the grievance is presented at that level.
- 17.13** Where an employee has been represented by the Alliance in the presentation of his or her grievance, the Employer will provide the appropriate representative of the Alliance with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 17.14** 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.
- 17.15** 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.
- 17.16** 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.
- 17.17** Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels, except the Final Level may be eliminated by agreement of the Employer and the employee and, where applicable, the Alliance.
- 17.18** Where the Employer demotes or terminates an employee for cause pursuant to paragraph 11(2)(f) or (g) of the Financial Administration Act, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be presented at the Final Level only.
- 17.19** An employee may abandon a grievance by written notice to his or her immediate supervisor or officer-in-charge.
- 17.20** 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.

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

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

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

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

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

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

17.24 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement and which the parties to this Agreement have endorsed, the grievance procedure will be in accordance with Part 14 of the NJC By-Laws.

Expedited Adjudication

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

- (a) at the request of either party, a grievance that has been referred to adjudication may be dealt with through Expedited Adjudication with the consent of both parties;
- (b) future cases may **be** identified for this process by either party, subject to the consent of the parties;
- (c) when the parties agree that a particular grievance will proceed through Expedited Adjudication, the bargaining agent will submit to the Public Service Staff Relations Board (PSSRB) the consent form signed by the grievor or the bargaining agent;

- (d) the parties may proceed with or without an Agreed Statement of Facts. When the parties arrive at an Agreed Statement of Facts, it will be submitted to the PSSRB or to the Adjudicator at the hearing;
- (e) no witnesses will testify;
- (f) the Adjudicator will be appointed by the PSSRB from among its members who have had at least three (3) years' experience as a member of the Board;
- (g) each Expedited Adjudication session will take place in Ottawa unless the parties and the PSSRB otherwise agree. The cases will be scheduled jointly by the parties and the PSSRB and will appear on the PSSRB schedule:
- (h) the Adjudicator will make an oral determination at the hearing which will be recorded and initialed by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case; and
- (i) the Adjudicator's determination will be final and binding on all the parties, but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.

ARTICLE 18 - NO DISCRIMINATION

- 18.01** There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, membership or activity in the Alliance, marital status or a conviction for which a pardon has been granted.
- 18.02** (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 sub-clause 18.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.
- 18.03** 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 19 - SEXUAL HARASSMENT

- 19.01** The Alliance and the Employer recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the work place.
- 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 sub-clause 19.02(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 sexual harassment. The selection of the mediator will be by mutual agreement.

ARTICLE 20 -JOINT CONSULTATION

- 20.01** The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.
- 20.02** 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.
- 20.03** Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in Conditions of employment or working conditions not governed by this Agreement.
- 20.04** Without prejudice to the position the Employer or the Alliance may wish to take in future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.

ARTICLE 21 - HEALTH AND SAFETY

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

ARTICLE 22 - JOB SECURITY

- 22.01** 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 23 -TECHNOLOGICAL CHANGE

- 23.01** The parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the Employment Transition Policy (Appendix "B") concluded by the parties will apply. In all other cases the following clauses will apply.
- 23.02** In this Article "Technological Change" means:
- (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized; and

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

23.03 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.

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

23.05 The written notice provided for in clause 23.04 will provide the following information:

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

23.06 As soon as reasonably practicable after notice is given under clause 23.04, the Employer shall consult meaningfully with the Alliance concerning the rationale for the change and the topics referred to in clause 23.05 on each group of employees, including training.

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

ARTICLE 24 - HOURS OF WORK

Excluded Provisions

Clauses 24.04, 24.05 and 24.06 do not apply to bargaining unit employees classified as GL or GS.

Alternate Provisions

Clauses GL/GS 24.04, GL/GS 24.05, and GL/GS 24.06 apply only to bargaining unit employees classified as GL or GS.

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

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

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

24.04 (a) Except as provided for in clause 24.05, the normal work week shall be thirty-seven decimal five (37.5) hours exclusive of lunch periods, comprising five (5) days of seven decimal five (7.5) hours each, Monday to Friday. The work day shall be scheduled to fall within an eight (8) hour period where the lunch period is one-half ($\frac{1}{2}$) hour or within an eight decimal five (8.5) hour period where the lunch period is more than one half ($\frac{1}{2}$) hour and not more than one (1) hour. Such work periods shall be scheduled between the hours of six (6) a.m. and six (6) p.m. unless otherwise agreed in consultation with the Alliance and the Employer at the appropriate level.

(b) For employees who are governed by sub-clause 24.04(a) and who perform meat inspection duties, the Employer will make every reasonable effort to:

(i) avoid excessive fluctuation in hours of work;

(ii) post hours of work schedules seven (7) days in advance;

(iii) notify the employee(s) in writing of any changes to the scheduled hours of work;

(iv) when the scheduled hours of work are changed by the Employer after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is earlier, the employee is entitled to a cash premium payment of twenty dollars (\$20.00) in addition to regular daily pay;

(v) when the scheduled meal break is changed by the Employer by more than one half an hour ($\frac{1}{2}$) after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is earlier, the employee is entitled to a cash premium payment of twenty dollars (\$20.00) in addition to regular daily pay;

(vi) total cash premium payment under paragraphs 24.04(b)(iv) and 24.04(b)(v) shall not be more than twenty dollars (\$20.00) per work day.

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

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

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

and

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

- (iii) an average of seven decimal five (7.5) hours per day where so agreed between the Employer and the majority of the employees affected;
 - (iv) subject to the operational requirements of the service, an employee's days of rest shall be consecutive and not less than two (2).
- (b) Every reasonable effort shall be made by the Employer:
- (i) not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift;
 - (ii) to avoid excessive fluctuations in hours of work;
 - (iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;
 - (iv) to arrange shifts over a period of time not exceeding two (2) months and to post schedules at least seven (7) days in advance of the starting date of the new schedule.
- (c) When the scheduled hours of work are changed by the Employer after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is the earlier, the employee is entitled to a cash premium payment of twenty dollars (\$20.00) in addition to regular daily pay.
- (d) When the scheduled meal break is changed by the Employer by more than one half hour ($\frac{1}{2}$) after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is earlier, the employee is entitled to a cash premium payment of twenty dollars (\$20.00) in addition to regular daily pay.
- (e) Total cash premium payment under sub-clauses 24.05(c) and 24.05(d) shall not be more than twenty dollars (\$20.00) per work day.

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

GL/GS 24.04

Except as provided for in clause GL/GS 24.05, the normal work week shall be forty (40) hours exclusive of lunch periods, comprising five (5) consecutive days of eight (8) hours each, unless otherwise agreed in consultation with the Alliance and the Employer at the appropriate level.

GL/GS 24.05 For employees who work on a rotating or irregular basis:

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

- (i) an average of forty (40) hours per week and an average of five (5) days per week;
 - and
 - (ii) either eight (8) hours per day;
 - or
 - (iii) an average of eight (**8**) hours per day where so agreed between the Employer and the majority of the employees affected;
 - (iv) subject to the operational requirements of the service, an employee's days of rest shall be consecutive and not less than two (2).
- (b) Every reasonable effort shall be made by the Employer:
- (i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;
 - (ii) to avoid excessive fluctuations in hours of work;
 - (iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;
 - (iv) to arrange shifts over a period of time not exceeding two (2) months and to post schedules at least seven (**7**) days in advance of the starting date of the new schedule.

GL/GS24.06

- (a) Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer ~~in~~ consultation with the Alliance, the employee works an average of forty (40) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every such period an employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.
- (b) Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the majority of employees affected and shall apply to all employees of the work unit.

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

- 24.08** When an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:
- (a) on the day it commenced where half or more of the hours worked fall on that day;
 - or
 - (b) on the day it terminates where more than half of the hours worked fall on that day.

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

- 24.09** Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal working day.
- 24.10** If an employee is given less than seven (7) days' advance notice of a change in that employee's shift schedule, the employee will receive a premium rate of time and one-half (1%) for work performed on the first (1st) shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time.
- 24.11** Within five (5) days of notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representative authorized to act on behalf of the Alliance for consultation purposes.

Terms And Conditions Governing The Administration Of Variable Hours Of Work in clauses 24.12 to 24.15 inclusive

- 24.12** The terms and conditions governing the administration of variable hours of work implemented pursuant to paragraphs 24.05(a)(iii) and GL/GS 24.05(a)(iii), and clauses 24.06 and GL/GS 24.06 are specified in clauses 24.12 to 24.15. This Agreement is modified by these provisions to the extent specified herein.
- 24.13** Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

24.14

Sub-clauses 24.14(a) and (b) do not apply to bargaining unit employees classified as GL or GS.

- (a) The scheduled hours of work of any day, may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.
- (b) Such schedules shall provide an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule. The maximum life of a schedule for day shift workers shall be twenty-eight (28) days. The maximum life of a shift schedule for shift workers shall be one hundred and twenty-six (126) days.

Sub-clauses 24.14(c) and (d) apply only to bargaining unit employees classified as GL or GS.

- (c) The scheduled hours of work of any day, may exceed or be less than eight (8) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.
- (d) Such schedules shall provide an average of forty (40) hours of work per week over the life of the schedule. The maximum life of a schedule for day shift workers shall be twenty-eight (28) days. The maximum life of a shift schedule for shift workers shall be one hundred and twenty-six (126) days.
- (e) Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

24.15 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
Paragraphs 24.05 (b)(i) and GL/GS 24.05 (b)(i), relating to the minimum period between the termination and commencement of the employee's next shift, shall not apply.
- (c) Exchange of Shifts (clause 24.03)
On exchange of shifts between employees, the Employer shall pay as if no exchange had occurred.
- (d) Designated Paid Holidays (clause 31.05)

Paragraph 24.15(d)(i) does not apply to bargaining unit employees classified as GL or GS.

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

Paragraph 24.15(d)(ii) applies only to bargaining unit employees classified as GL or GS.

- (ii) A designated paid holiday shall account for eight (8) hours.
- (iii) When an employee works on a designated paid holiday, the employee shall be compensated, in addition to the pay for the hours specified in paragraphs (i) and (ii), at time and one-half (1½) up to his or her regular scheduled hours worked and at double (2) time for all hours worked in excess of his or her regular scheduled hours.
- (e) Travel
Overtime compensation referred to in clause 33.04 shall only be applicable on a work day for hours in excess of the employee's daily scheduled hours of work.

- (f) Acting Pay

The qualifying period for acting pay as specified in sub-clause 62.07(a) shall be converted to hours.

- (g) Overtime

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

ARTICLE 25 - SHIFT PRINCIPLE

- 25.01** (a) When a full-time indeterminate employee is required to attend one of the following proceedings outside a period which extends before or beyond three (3) hours of his or her scheduled hours of work on a day during which he or she would be eligible for a shift premium, the employee may request that his or her hours of work on that day be scheduled between six (6) a.m. and six (6) p.m.; such request will be granted provided there is no increase in cost to the Employer. In no case will the employee be expected to report for work or lose regular pay without receiving at least twelve (12) hours of rest between the time his or her attendance was no longer required at the proceeding and the beginning of his or her next scheduled work period.

- (i) Public Service Staff Relations Board Proceedings
Clauses 13.01, 13.02, 13.04, 13.05 and 13.06.

- (ii) Contract Negotiation and Preparatory Contract Negotiation Meetings
Clauses 13.09 and 13.10.

- (iii) Personnel Selection Process
Article 51.

- (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 sub-clause (a), proceedings described in paragraph (v) are not subject to the condition that there be no increase in cost to the Employer.

ARTICLE 26 -SHIFT PREMIUMS

Excluded provisions

This Article does not apply to employees on day work, covered by clauses 24.04 or GL/GS 24.04.

26.01 Shift Premium

An employee working on shifts, half or more of the hours of which are regularly scheduled between four (4) p.m. and eight (8) a.m., will receive a shift premium of two dollars (\$2.00)

per hour for all hours worked, including overtime hours, between four (4) p.m. and eight (8) a.m. The shift premium will not be paid for hours worked between eight (8) a.m. and four (4) p.m.

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26.02 Weekend Premium

An employee working on shifts during a weekend will receive an additional premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

ARTICLE 27 - OVERTIME

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

(a) time and one-half (1½) except as provided for in sub-clause 27.01(b) or (c);

Sub-clause 27.01(b) does not apply to bargaining unit employees classified as GL or GS.

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

Sub-clause 27.01(c) applies only to bargaining unit employees classified as GL or GS.

(c) double (2) time for each hour of overtime worked after sixteen (16) hours' work in any twenty-four (24) hour period or after eight (8) hours' work on the employee's first (1st) day of rest, and for all hours worked on the second (2nd) or subsequent day of rest. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

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

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(b) The Employer shall endeavour to make cash payment for overtime by the fourth (4th) week after which the employee submits the request for payment;

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

(d) Compensatory leave earned in a fiscal year and outstanding on September 30th of the following fiscal year shall **be** paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the fiscal year in question.

- 27.03** Subject to the operational requirements of the service, the Employer shall make every reasonable effort:
- (a) to avoid excessive overtime work and to offer overtime work on an equitable basis amongst readily available, qualified employees;
 - and
 - (b) to give employees who are required to work overtime reasonable advance notice of the requirement.
- 27.04** The Alliance is entitled to consult the President or the President's representative whenever it is alleged that employees are required to work unreasonable amounts of overtime.
- 27.05**
- (a) If an employee is given instructions before the beginning of the employee's meal break or before the midpoint of the employee's work day whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight time, whichever is the greater;
 - (b) If an employee is given instructions, after the midpoint of the employee's work day or after the beginning of his or her meal break whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of three (3) hours' pay at straight time, whichever is the greater;
 - (c) When an employee is required to report for work and reports under the conditions described in (a) or (b) above, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
 - (i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of the employee's own automobile;
 - or
 - (ii) out-of-pocket expenses for other means of commercial transportation.
- 27.06** Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.
- 27.07** The daily overtime provisions of the Agreement shall not apply to an employee attending a training course on the instructions of the Employer, except that an employee who performs his or her normal duties during the employee's regular working hours shall be paid at overtime rates for time spent after eight (8) hours performing work, while the employee is in attendance at training sessions.

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- 27.08** (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of ten dollars (\$10.00) except where free meals are provided.
- (b) When an employee works overtime continuously extending three (3) hours or more beyond the period provided for in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of ten dollars (\$10.00) for each additional three (3) hour period thereafter, except where free meals are provided.
- (c) Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- (d) Meal allowances under this clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

ARTICLE 28 - CALL-BACK PAY

28.01 If an employee is called back to work:

- (a) on a designated paid holiday which is not the employee's scheduled day of work;
or
- (b) on the employee's day of rest;
or
- (c) after the employee has completed his or her work for the day and has left his or her place of work, and returns to work, the employee shall be paid the greater of:
- (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period. Such maximum shall include any reporting pay pursuant to clause 31.06 and the relevant reporting pay provisions;
or
- (ii) compensation at the applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.
- (d) The minimum payment referred to in 28.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 60.06 of this collective agreement.
- **
- (e) When an employee completes a call-back requirement without leaving the location in which the employee was contacted, the minimum of three (3) hours provided for in sub-clause 28.01(c) shall be replaced by a minimum of one (1) hour which shall apply only once in respect of each eight (8) hour period.

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

No Pyramiding of Payments

28.03 Payments provided under the Overtime, Reporting Pay, Designated Paid Holiday and Standby provisions of this collective agreement and clause 28.01 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

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

- (a) is not in his or her home port, who reports for sailing in accordance with posted sailing orders or as otherwise required by the Master;

or

- (b) is on the Employer's premises at the time of notification of the requirement to work overtime.

Compensation in cash or leave with pay

28.05 (a) Compensation earned under this article shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.

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- (b) The Employer shall endeavour to make cash payment for overtime by the fourth (4th) week after which the employee submits the request for payment.
- (c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- (d) Compensatory leave earned in a fiscal year and outstanding on September 30th of the following fiscal year shall be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the fiscal year in question.

ARTICLE 29 - STANDBY

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29.01 Where the Employer requires an employee to be available on standby, without the agreed notice of cancellation, during off-duty hours, such employee shall be compensated at the rate of one-half (½) hour for each four (4) hour period or part thereof for which the employee has been designated as being on standby duty.

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

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

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

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

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(b) compensation at the applicable overtime rate for actual overtime worked;

(c) Stand-by shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, standby may be compensated in equivalent leave with pay;

(d) Compensatory leave earned in a fiscal year and outstanding on September 30th of the following fiscal year shall be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the fiscal year in question.

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(e) The Employer shall endeavour to make cash payment for overtime by the fourth (4th) week after which the employee submits the request for payment.

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

No Pyramiding of Payments

29.06 Payments provided under the Overtime, Call-Back, Reporting Pay, Designated Paid Holidays and Call-Back provisions of this collective agreement and clause 29.04 above shall not be pyramided, that is, an employee shall not receive more than one compensation for the same service.

ARTICLE 30 - REPORTING PAY

30.01 (a) When an employee is required to report and reports to work on the employee's day of rest, the employee is entitled to a minimum of three (3) hours' compensation at the applicable overtime rate of pay:

(b) The minimum payment referred to in (a) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 60.05.

30.02 When an employee reports for work under the conditions described in clause 30.01, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

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

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

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

30.04 Payments provided under Article 28 (Call-Back Pay) and Article 30 (Reporting Pay) shall not be pyramided; that is, an employee shall not receive more than one compensation for the same service.

30.05 Compensation in cash or leave with pay

(a) Compensation earned under this Article shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay;

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(b) The Employer shall endeavour to make cash payment for overtime by the fourth (4th) week after which the employee submits the request for payment;

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

(d) Compensatory leave earned in a fiscal year and outstanding on September 30th of the following fiscal year shall be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the fiscal year in question.

ARTICLE 31 - DESIGNATED PAID HOLIDAYS

31.01 Subject to clause 31.02, the following days shall be designated paid holidays for employees:

(a) New Year's Day,

(b) Good Friday,

(c) Easter Monday,

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

(e) Canada Day,

(f) Labour Day,

(g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,

(h) Remembrance Day,

(i) Christmas Day,

(j) Boxing Day,

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

31.02 An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 13 (Leave With or Without Pay For Alliance Business).

31.03 When a day designated as a holiday under clause 31.01 coincides with an employee's day of rest, the holiday shall be moved to the first (1st) scheduled working day following the employee's day of rest. When a day that is a designated paid holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

When two (2) days designated as holidays under clause 31.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first (1st) two (2) scheduled working days following the days of rest. When the days that are designated paid holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

31.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 31.03:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as worked performed on a day of rest;
- and
- (b) work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.

31.05 When an employee works on a designated paid holiday, he or she shall be paid:

- (a) time and one-half (1½) for all hours worked up to the regular daily scheduled hours of work as specified in Article 24 (Hours of Work) of this collective agreement and double time (2T) thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday;
- or
- (b) upon request, and with the approval of the Employer, the employee may be granted:
 - (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday;
 - and
 - (ii) pay at one and a half times (1.5T) the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by the Article 24 of this collective agreement; and

- (iii) pay at two times (2T) the straight-time rate of pay for all hours worked by him or her on the holiday in excess of the regular daily scheduled hours of work as specified by the Article 24 (Hours of Work) of this collective agreement.
- (c) Notwithstanding sub-clauses 31.05(a) and (b), when an employee works on a designated paid holiday contiguous to a day of rest on which he or she also worked and received overtime in accordance with sub-clause 27.01(b) or (c), 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 (2T) 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 such times as the employee may request.
 - (i) When in a fiscal year an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's request, such lieu days shall be carried over for one (1) year;
 - (ii) In the absence of such request, unused lieu days shall be paid off at the employee's straight-time rate of pay in effect when the lieu day was earned.

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

- (a) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period;
- or
- (b) compensation in accordance with the provisions of clause 31.05.
- (c) when an employee is required to report for work and reports under the conditions described in 31.06(a) or (b) above, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
 - (i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of the employee's own automobile;
 - or
 - (ii) out-of-pocket expenses for other means of commercial transportation.

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

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

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

ARTICLE 32 - RELIGIOUS OBSERVANCE

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

32.02 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.

32.03 Notwithstanding clause 32.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of **time** off granted under this Article shall not be compensated nor should they result in any additional payments by the Employer.

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

ARTICLE 33 - TRAVELLING TIME

Excluded Provisions

Sub-clauses 33.08(a) and (b) do not apply to bargaining unit employees classified as GL or GS.

Alternate Provisions

Sub-clauses 33.08(c) and (d) apply only to bargaining unit employees classified as GL or GS.

33.01 For the purposes of this collective agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.

33.02 When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 33.03 and 33.04. Travelling time shall include time necessarily spent at each stop-over en route provided such stop-over is not longer than three (3) hours.

33.03 For the purposes of clauses 33.02 and 33.04, the travelling time for which an employee shall be compensated is as follows:

- a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.
- b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place,

as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place.

- 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.

33.04 If an employee is required to travel as set forth in clauses 33.02 and 33.03:

- (a) On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.
- (b) On a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) his or her regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours;
and
 - (ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours pay at the straight-time rate of pay.
- (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay at the straight-time rate of pay.

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

- (a) on a normal working day, his or her regular pay for the day;
or
- (b) pay for actual hours worked in accordance with Article 27 (Overtime) and Article 31 (Designated Paid Holidays) of this collective agreement.

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

- 33.07** (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 earned in a fiscal year and outstanding on September 30th of the following fiscal year shall be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the fiscal year in question.

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33.08 Travel Status Leave

- (a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his or her permanent residence for forty (40) nights during a fiscal year shall be granted fifteen (15) hours off with pay. The employee shall be credited with an additional seven decimal five (7.5) hours off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of sixty (60) nights.
- (b) The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his or her permanent residence for forty (40) nights during a fiscal year shall be granted sixteen (16) hours off with pay. The employee shall be credited with an additional eight (8) hours off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of sixty (60) nights.
- (d) The maximum number of hours off earned under this clause shall not exceed forty (40) hours in a fiscal year and shall accumulate as compensatory leave with pay.
- (e) This leave with pay is deemed to be compensatory and is subject to clause 27.02.

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

ARTICLE 34 -TRAVELLING EXPENSES ON LEAVE OR TERMINATION

34.01 When an employee serving on a vessel which is away from its home port:

- (a) is authorized to take leave under the provisions of Article 37 (Vacation Leave With Pay) or under the provisions of Article 49 (Bereavement Leave With Pay) the Employer shall pay the cost of the return travelling expenses, as normally defined by the Employer, from the point of disembarkation to the vessel's home port or to the employee's normal place of residence, whichever is the lesser amount;
- (b) terminates his or her employment by reason of retirement, release or lay-off, the Employer shall pay the cost of the travelling expenses, as normally defined by the Employer, from the point of disembarkation to the employee's port of hiring or to the employee's normal place of residence, whichever is the lesser amount.

ARTICLE 35 - NOTICE OF TRANSFER

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

ARTICLE 36 -LEAVE GENERAL

Excluded Provision

Sub-clause 36.01(a) does not apply to bargaining unit employees classified as GL or GS.

Alternate Provision

Sub-clause 36.01(b) applies only to bargaining unit employees classified as GL or GS.

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SEE APPENDIX "C" FOR VACATION CONVERSION TABLES

- 36.01** (a) When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one (1) day being equal to seven decimal five (7.5) hours.
- (b) When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one (1) day being equal to eight (8) hours.
- (c) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
- (d) Notwithstanding the above, in the Article 49 (Bereavement Leave with Pay) a "day" will mean a calendar day.
- 36.02** Except as otherwise specified in this Agreement:
- (a) where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation.
- (b) time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.
- 36.03** 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.
- 36.04** The amount of leave with pay earned but unused credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.
- 36.05** An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.
- 36.06** An employee who, on the day that this Agreement is signed, is entitled to receive furlough leave, that is to say, five (5) weeks' leave with pay upon completing twenty (20) years of continuous employment, retains his or her entitlement to furlough leave

subject to the conditions respecting the granting of such leave that are in force on the day that this Agreement is signed.

- 36.07** An employee is not entitled to leave with pay during periods he or she is on leave without pay or under suspension.
- 36.08** In the event of termination of employment for reasons other than incapacity, death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.
- 36.09** An employee shall not earn leave credits under this Agreement in any month for which leave has already been credited to him or her under the terms of any other collective agreement to which the Employer is a party or under other rules or regulations of the Employer.
- 36.10** When an employee who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, the employee is entitled during the employee's period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis, or for a period of two (2) or more months prior to the period of leave.

ARTICLE 37 -VACATION LEAVE WITH PAY

Excluded Provision

Sub-clauses 37.02(a), 37.13(a) and 37.13(b) do not apply to bargaining unit employees classified as GL or GS.

Alternate Provision

Sub-clauses 37.02(b), 37.13(c) and 37.13(d) apply only to bargaining unit employees classified as GL or GS.

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

Accumulation of Vacation Leave Credits

- 37.02** (a) An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least seventy-five (75) hours:
- (i) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
 - (ii) twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
 - (iii) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;

- (iv) fourteen decimal three seven five (**14.375**) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- (v) fifteen decimal six two five (**15.625**) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- (vi) sixteen decimal eight seven five (**16.875**) hours commencing with the months in which the employee's twenty-seventh (27th) anniversary of service occurs;
- (vii) eighteen decimal seven five (**18.75**) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;

however, an employee who is entitled to or who has received furlough leave shall have the vacation leave credits earned under this Article, reduced by three decimal one two five (**3.125**) hours per month from the beginning of the month in which the employee completes his or her twentieth (20th) year of service until the beginning of the month in which the employee completes his or her twenty-fifth (25th) year of service

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- (b) An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least eighty (**80**) hours:
 - (i) ten (**10**) hours until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
 - (ii) thirteen decimal three three (**13.33**) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
 - (iii) fourteen decimal six seven (**14.67**) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
 - (iv) fifteen decimal three three (**15.33**) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
 - (v) sixteen decimal six seven (**16.67**) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
 - (vi) eighteen (**18**) hours commencing with the months in which the employee's twenty-seventh (27th) anniversary of service occurs;
 - (vii) twenty (**20**) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;

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however, an employee who is entitled to or who has received furlough leave shall have the vacation leave credits earned under this Article, reduced by three decimal three four (**3.34**) hours per month from the beginning of the month in which the employee completes his or her twentieth (20th) year of service until the beginning of the month in which the employee completes his or her twenty-fifth (25th) year of service,

- (c) For the purpose of this clause only, all service within the Public Service and the Canadian Food Inspection Agency, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Canadian Food Inspection Agency or the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Canadian Food Inspection Agency within one (1) year following the date of lay-off.

Entitlement to Vacation Leave With Pay

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

Scheduling of Vacation Leave With Pay

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

- (a) to grant the employee his or her vacation leave during the fiscal year in which it is earned, if so requested by the employee not later than June 1;

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- (b) to comply with any request made by an employee before January 31 that the employee be permitted to use in the following fiscal year any period of vacation leave of thirty (30) hours, or thirty-two (32) hours where the standard work week is forty (40) hours, or more earned by the employee in the current year;
- (c) to ensure that approval of an employee's request for vacation leave is not unreasonably denied;
- (d) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or the other employees, according to the wishes of the employee.

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

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

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

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

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

Recall from Vacation Leave With Pay

- 37.08** (a) The Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay.
- (b) Where, during any period of vacation leave or furlough leave with pay an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:
- (i) in proceeding to the employee's place of duty;
 - and
 - (ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.
- (c) The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under sub-clause 37.08(b) to be reimbursed for reasonable expenses incurred by the employee.

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Leave When Employment Terminates

- 37.09** When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation and furlough leave with pay to the employee's credit by the hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment, except that the Employer shall grant the employee any vacation and furlough leave earned but not used by the employee before the employment is terminated by lay-off if the employee so requests because of a requirement to meet minimum continuous employment requirements for severance pay.
- 37.10** Notwithstanding clause 37.09, an employee whose employment is terminated by reason of a declaration that he or she abandoned his or her position is entitled to receive the payment referred to in clause 37.09, if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

Advance Payments

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

Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first (1st) charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

Cancellation of Vacation Leave

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

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- 37.13** (a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and sixty-two decimal five (262.5) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours shall be automatically paid in cash at his or her hourly 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 sub-clause 37.13(a), if on the date of signing of this Agreement or on the date an employee becomes subject to this Agreement, he or she has more than two hundred and sixty-two decimal five (262.5) hours of unused vacation leave credits earned during previous years, a minimum of seventy-five (75) hours per year shall be granted, or paid in cash by March 31st of each year, until all vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours have been liquidated. Payment shall be in one instalment per year, and shall be at his or her hourly 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.
- (c) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and eighty (280) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and eighty (280) hours shall be automatically paid in cash at his or her hourly 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.
- (d) Notwithstanding sub-clause 37.13(c), if on the date of signing of this Agreement or on the date an employee becomes subject to this Agreement, he or she has more than two hundred and eighty (280) hours of unused vacation leave credits earned during previous years, a minimum of eighty (80) hours per year shall be granted, or paid in cash by March 31st of each year, until all vacation leave credits in excess of two hundred and eighty (280) hours have been liquidated. Payment shall be in one instalment per year, and shall be at his or her hourly 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.

37.14 During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours, or one hundred and twenty (120) hours where the standard work week is forty (40) hours per week, may be paid in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on March 31st of the previous vacation year.

ARTICLE 38 -SICK LEAVE WITH PAY

Excluded Provisions

Sub-clauses 38.01(a), 38.01(c) and 38.04(a) do not apply to bargaining unit employees classified as GL or GS.

Alternate Provisions

Sub-clauses 38.01(b), 38.01(d) and 38.04(b) apply only to bargaining unit employees classified as GL or GS.

Credits

- 38.01** (a) An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee receives pay for at least seventy-five **(75)** hours.
- (b) An employee shall earn sick leave credits at the rate of ten (10) hours for each calendar month for which the employee receives pay for at least eighty (80) hours.
- (c) A shift worker shall earn additional sick leave credits at the rate of one decimal two five (1.25) hours for each calendar month during which he or she works shifts and he or she receives pay for at least seventy-five **(75)** hours. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used one hundred and twelve decimal five (112.5) hours sick leave credits during the current fiscal year.
- (d) A shift worker shall earn additional sick leave credits at the rate of one decimal three three (1.33) hours for each calendar month during which he or she works shifts and he or she receives pay for at least eighty (80) hours. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used one hundred and twenty (120) hours sick leave credits during the current fiscal year.

Granting of Sick Leave

- 38.02** An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:
- (a) he or she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and

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

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38.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of sub-clause 38.02(a).

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38.04 (a) When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 38.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to one hundred and eighty-seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

(b) When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 38.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to two hundred (200) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

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

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

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

38.08 The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity pursuant to paragraph 11(2)(g) of the *Financial Administration Act* at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits, except where the incapacity is the result of an injury or illness for which injury-on-duty leave has been granted pursuant to Article 40.

ARTICLE 39 - MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

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39.01 Up to half three decimal seven five (3.75) hours, or four (4) hours where the standard work week is forty (40) hours per week, of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

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

ARTICLE 40 - INJURY-ON-DUTY LEAVE

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

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

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

ARTICLE 41 - MATERNITY LEAVE WITHOUT PAY

41.01 Maternity Leave without Pay

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.
- (b) Notwithstanding sub-clause 41.01(a):
 - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized;

or
 - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized, the period of maternity leave without pay defined in sub-clause 41.01(a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.
- (c) The extension described in sub-clause 41.01(b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:

- (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 38 (Sick Leave With Pay). For purposes of this subparagraph, the terms "illness" or "injury" used in Article 38 (Sick Leave With Pay) shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

41.02 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 sub-clauses 41.02(c) to (i), provided that she:
- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay;
 - (ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to section 22 of the **Employment Insurance Act** in respect of insurable employment with the Employer;
- and
- (iii) has signed an agreement with the Employer stating that:
- (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following her return to work, as described in sub-paragraph (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
 - (C) should she fail to return to work in accordance with sub-paragraph (A), or should she return to work but fail to work for the total period specified in sub-paragraph (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sub-paragraph (B), or having become disabled as defined in the

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

(Allowance received) X (remaining period to be worked following her return to work)

$\frac{\quad}{\text{[total period to be worked as specified in (B)]}}$

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

- (b) For the purpose of sub-paragraphs 41.02(a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in sub-paragraph 41.02(a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance 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 section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in paragraph 41.02(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 sub-clause 41.02(c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in paragraph 41.02(f)(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 sub-clause 41.02(f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding sub-clause 41.02(g), and subject to paragraph 41.02(f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four 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.

41.03 Special Maternity Allowance for Totally-Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in paragraph 41.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance pregnancy benefits;
 - and
 - (ii) has satisfied all of the other eligibility criteria specified in sub-clause 41.02(a), other than those specified in sub-paragraphs (A) and (B) of paragraph 41.02(a)(iii), shall be paid, in respect of each week of maternity allowance not received for the reason described in paragraph (i), the difference between ninety-three percent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.
- (b) An employee shall be paid an allowance under this clause and under clause 41.02 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in paragraph 41.03(a)(i).

41.04 Transitional Provisions

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

ARTICLE 42 - MATERNITY-RELATED REASSIGNMENT OR LEAVE

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- 42.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate work place committee or the health and safety representative.
- 42.02** An employee's request under clause 42.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.
- 42.03** An employee who has made a request under clause 42.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
- (a) modifies her job functions or reassigns her;
 - or
 - (b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- 42.04** Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.
- 42.05** Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.
- 42.06** An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks' notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

ARTICLE 43 - PARENTAL LEAVE WITHOUT PAY

43.01 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to

thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.

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

**

- (c) Notwithstanding sub-clauses (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in sub-clauses (a) and (b) above may be taken in two periods.

**

- (d) Notwithstanding paragraphs (a) and (b):
 - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay;
 - or
 - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

**

- (e) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the commencement date of such leave.
- (f) The Employer may :
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.

- (g) Parental leave without pay taken by a couple employed in the Canadian Food Inspection Agency shall not exceed a total of thirty-seven (37) weeks for both individuals combined.
- (h) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

43.02 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 sub-clauses 43.02(c) to (i), providing he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay;
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and

- (iii) has signed an agreement with the Employer stating that:
 - (A) the employee will return to work on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - (B) following his or her return to work, as described in sub-paragraph (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in sub-paragraph 41.02(a)(iii)(B), if applicable;
 - (C) should he or she fail to return to work in accordance with sub-paragraph (A) or should he or she return to work but fail to work the total period specified in sub-paragraph (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sub-paragraph (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows;

**

(Allowance received) X (remaining period to be worked following his /her return to work)

[total period to be worked as specified in (B)]

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

- (b) For the purpose of sub-paragraphs (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in sub-paragraph (a)(iii)(B), without activating the recovery provisions described in sub-paragraph (a)(iii)(C).
- **
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three percent (93%) of his or her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) for each week in respect of which the employee receives parental benefits pursuant to section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance parental benefits he or she is eligible to receive and ninety-three percent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;
 - (d) At the employee's request, the payment referred to in paragraph 43.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.
 - (e) The parental allowance to which an employee is entitled is limited to that provided in sub-clause 43.02(c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
 - (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in paragraph 43.02(f)(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 sub-clause 43.02(f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
 - (h) Notwithstanding sub-clause 43.02(g), and subject to paragraph 43.02(f)(ii), if on the day immediately preceding the commencement of parental leave without pay

an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.

- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

43.03 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in paragraph 43.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance parental benefits; and
 - (ii) has satisfied all of the other eligibility criteria specified in sub-clause 43.02(a), other than those specified in sub-paragraphs (A) and (B) of paragraph 43.02(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three percent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.
- (b) An employee shall be paid an allowance under this clause and under clause 43.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to section 23 of the *Employment Insurance Act*, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in paragraph 43.03(a)(i).

43.04 Transitional Provisions

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

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ARTICLE 44 - LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

- 44.01** Both parties recognize the importance of access to leave for the purpose of care for immediate family.
- 44.02** For the purpose of this Article, family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of spouse or common-law partner), and parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.

44.03 Subject to clause 44.02, an employee shall be granted leave without pay for the Care of Immediate Family in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four **(4)** weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (b) leave granted under this Article shall be for a minimum period of three **(3)** weeks;
- (c) the total leave granted under this Article shall not exceed five **(5)** years during an employee's total period of employment in the Public Service and the Canadian Food Inspection Agency;
- (d) leave granted for periods of one **(1)** year or less shall be scheduled in a manner which ensures continued service delivery.

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

44.05 All leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of previous collective agreements between the Canadian Food Inspection Agency and the Public Service Alliance of Canada or other agreements will not count towards the calculation of the maximum amount of time allowed for Care of Immediate Family during an employee's total period of employment in the Canadian Food Inspection Agency and in the Public Service.

Transitional Provision

44.06 This transitional provision is applicable to employees who have been granted and have proceeded on leave on or after the date of signature of this agreement:

- (a) An employee who, on the date of signature of this agreement, is on Leave Without Pay for the Long-Term Care of a Parent (Article **45**) or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children (Article 44) under the terms of the agreement expired on December 31, 2002, continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.
- (b) An employee who becomes a member of the bargaining unit on or after the date of signature of this agreement and who is on Leave Without Pay for the Long-Term Care of a Parent or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of another agreement, continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.

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ARTICLE 45 - LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

- 45.01** For the purpose of this Article, family is defined as spouse or common-law partner resident with the employee, dependent children (including foster children or children of spouse or common-law partner), and parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- 45.02** The total leave with pay which may be granted under this Article shall not exceed thirty-seven decimal five (37.5) hours, or forty (40) hours where the standard work week is forty (40) hours, in a fiscal year.
- 45.03** Subject to clause 45.02, the Employer shall grant leave with pay under the following circumstances:
- (a) to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
 - (b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
 - (c) to provide for the immediate and temporary care of an elderly member of the employee's family;
 - (d) leave with pay for needs directly related to the birth or to the adoption of the employee's child.

ARTICLE 46 - LEAVE WITHOUT PAY FOR PERSONAL NEEDS

- 46.01** 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 sub-clauses (a) and (b) during the employee's total period of employment in the Public Service and the Canadian Food Inspection Agency. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.

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ARTICLE 47 - MARRIAGE LEAVE WITH PAY

Excludes Provisions

Sub-clauses 47.01(a) and 47.02(a) do not apply to bargaining unit employees classified as GL or GS.

Alternate Provisions

Sub-clauses 47.01(b) and 47.02(b) apply only to bargaining unit employees classified as GL or GS.

- 47.01** (a) After the completion of one (1) year's continuous employment in the Public Service and the Canadian Food Inspection Agency, and providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted up to thirty-seven decimal five (37.5) hours' marriage leave with pay for the purpose of getting married.
- (b) After the completion of one (1) year's continuous employment in the Public Service and the Canadian Food Inspection Agency, and providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted up to forty (40) hours' marriage leave with pay for the purpose of getting married.
- 47.02** (a) Where same-sex marriage is not available and after the completion of one (1) year's continuous employment in the Public Service and the Canadian Food Inspection Agency, and providing an employee gives the Employer at least five (5) days' notice and a sworn affidavit certifying to the spousal union, the employee shall be granted up to thirty-seven decimal five (37.5) hours' marriage leave with pay for the purpose of participating in a public commitment ceremony with a person of the same sex.
- (b) Where same-sex marriage is not available and after the completion of one (1) year's continuous employment in the Public Service and the Canadian Food Inspection Agency, and providing an employee gives the Employer at least five (5) days' notice and a sworn affidavit certifying to the spousal union, the employee shall be granted up to forty (40) hours' marriage leave with pay for the purpose of participating in a public commitment ceremony with a person of the same sex.
- 47.03** An employee cannot be granted leave with pay in accordance with both 47.01 and 47.02 for a union with the same person.
- 47.04** 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 leave under 47.01 or 47.02 above, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

**ARTICLE 48 - LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE
OR COMMON-LAW PARTNER**

- 48.01** 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 or common-law partner is permanently relocated and up to five (5) years to an employee whose spouse or common-law partner is temporarily relocated.

ARTICLE 49 -BEREAVEMENT LEAVE WITH PAY

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

- 49.02** When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement 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 death.

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

- 49.04** If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 49.02 and 49.03, 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.

- 49.05** It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the President may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 49.02 and 49.03.

ARTICLE 50 - COURT LEAVE

- 50.01** The Employer shall grant leave with pay to an employee for the period of time he or she is required:
- (a) to be available for jury selection;
 - (b) to serve on a jury;
 - (c) by subpoena or summons to attend as a witness in any proceeding held:

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

ARTICLE 51 - PERSONNEL SELECTION LEAVE

51.01 Where an employee participates in a personnel selection process, including the Agency's Staffing Complaint Process, for a position in the Canadian Food Inspection Agency, or the appeal process where applicable, for positions in other Agencies or Departments, (as defined in the **Public Service Staff Relations Act**) with whom the Canadian Food Inspection Agency has agreements on areas of selection, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his or her presence is so required.

ARTICLE 52 - EDUCATION LEAVE WITHOUT PAY, CAREER DEVELOPMENT LEAVE WITH PAY AND EXAMINATION LEAVE WITH PAY

Education Leave Without Pay

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

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

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

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

If the employee:

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

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

Career Development Leave With Pay

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

- (i) a course given by the Employer;
 - (ii) a course offered by a recognized academic institution;
 - (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.
- (b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 52.05(a) above. The employee shall receive no compensation under Article 27 (Overtime) and Article 33 (Travelling Time) of this collective agreement during time spent on career development leave provided for in this clause.
- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

Examination Leave With Pay

52.06 At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's

scheduled hours of work. Such leave will only be granted where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his or her qualifications.

ARTICLE 53 - LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

53.01 At its discretion, the Employer may grant:

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

53.02 Volunteer Leave

Sub-clause 53.02(a) does not apply to bargaining unit employees classified as GL or GS.

Sub-clause 53.02(b) applies only to bargaining unit employees classified as GL or GS.

- (a) Subject to operational requirements as determined by the Employer and with an advance notice of at least ten (10) days, the employee shall be granted, in each fiscal year, one (1) day's leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign. For purposes of this clause, a day is equal to seven decimal five (7.5) hours.
- (b) Subject to operational requirements as determined by the Employer and with an advance notice of at least ten (10) days, the employee shall be granted, in each fiscal year, one (1) day's leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign. For purposes of this clause, a day is equal to eight (8) hours.
- (c) The leave will be scheduled at a time convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such a time as the employee may request.

53.03 Personal Leave

Sub-clause 53.03(a) does not apply to bargaining unit employees classified as GL or GS.

Sub-clause 53.03(b) applies only to bargaining unit employees classified as GL or GS.

- (a) Subject to operational requirements as determined by the Employer and with an advance notice of at least ten (10) days, the employee shall be granted, in each fiscal year, one (1) day's leave with pay for reasons of a personal nature. For purposes of this clause, a day is equal to seven decimal five (7.5) hours.
- (b) Subject to operational requirements as determined by the Employer and with an advance notice of at least ten (10) days, the employee shall be granted, in each

fiscal year, one **(1)** day's leave with pay for reasons of a personal nature. For purposes of this clause, a day is equal to eight **(8)** hours.

- (c) The leave will be scheduled at a time convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such a time as the employee may request.

ARTICLE 54 - RESTRICTION ON OUTSIDE EMPLOYMENT

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

ARTICLE 55 - STATEMENT OF DUTIES

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

ARTICLE 56 - DUTY ABOARD VESSELS

- 56.01** Nothing in this Agreement shall be construed to impair in any manner whatsoever the authority of the Master.
- 56.02** The Master may, whenever he or she deems it advisable, require any employee to participate in lifeboat or other emergency drills without the payment of overtime.
- 56.03** Any work necessary for the safety of the vessel, passengers, crew or cargo shall be performed by all employees at any time on immediate call and, notwithstanding any provisions of this Agreement which might be construed to the contrary, in no event shall overtime be paid for work performed in connection with such emergency duties of which the Master shall be the sole judge.
- 56.04** When an employee suffers loss of clothing or personal effects (those which can reasonably be expected to accompany the employee aboard the ship) because of marine disaster or shipwreck, the employee shall be reimbursed the value of those articles up to a maximum of three thousand dollars (\$3,000) based on replacement cost.
- 56.05** (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 57 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 57.01** (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (½) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the Performance review form.
- 57.02** (a) Prior to an employee performance review the employee shall be given:
- (i) the evaluation form which will be used for the review;
- (ii) any written document which provides instructions to the person conducting the review:
- (b) if during the employee performance review, either the form or instructions are changed they shall be given to the employee.
- 57.03** Upon written request of an employee, the personnel file of that employee shall be made available once per year for his or her examination in the presence of an authorized representative of the Employer.

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ARTICLE 58 - MEMBERSHIP FEES

- 58.01** The Employer shall reimburse an employee for the payment of membership or registration fees to an 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.
- 58.02** Upon receipt of proof of payment, the Employer shall reimburse an employee, who is classified as an FI, his or her annual membership fees paid to either the Institute of Chartered Accountants (CA), the Society of Management Accountants (CMA) or the Association of Certified General Accountants (CGA), when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.
- 58.03** When the payment of such fees is not a requirement for the continuation of the performance of the duties of an employee's position, but eligibility for a professional accounting designation from one of these associations is a qualification specified in the Standards for Selection and Assessment for the Financial Administration Group:

- (a) the Employer shall reimburse the employee, upon receipt of proof of payment, for his or her annual membership fees paid to one of the associations referred to in clause 58.02 to a maximum of one thousand dollars (\$1,000),
- (b) effective January 1, 2004, upon receipt of proof of payment, the reimbursement referred to in (a) above will commence for fees that become due for 2004.

58.04 Reimbursement covered by this Article does not include arrears of previous years' dues.

58.05 Membership dues referred to in Article 10 (Check-Off) of this Agreement are specifically excluded as reimbursable fees under this Article.

ARTICLE 59 - WASH-UP TIME

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

59.02 Wash-up time permitted pursuant to clause 59.01 and immediately following and contiguous to the working day shall be deemed to qualify for overtime compensation for the purpose of clause 27.01.

ARTICLE 60 - PART-TIME EMPLOYEES

60.01 Definition

Part-time employee means an employee whose weekly scheduled hours of work on average are less than those established in Article 24 (Hours of Work) but not less than those prescribed in the *Public Service Staff Relations Act*.

General

Sub-clause 60.02(a) does not apply to bargaining unit employees classified as GL or GS.

60.02 (a) 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 thirty-seven decimal five (37.5).

Sub-clause 60.02(b) applies only to bargaining unit employees classified as GL or GS.

(b) 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 forty (40).

60.03 Part-time employees are entitled to overtime compensation in accordance with paragraphs (ii) and (iii) of the overtime definition in sub-clause 2.01.

Sub-clause 60.04(a) does not apply to bargaining unit employees classified as GL or GS.

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

Sub-clause 60.04(b) applies only to bargaining unit employees classified as GL or GS.

(b) The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days or forty (40) hours.

Specific Application of this Agreement

60.05 Repotting Pay

Subject to clause 60.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with sub-clause 30.01(a) of this collective agreement, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

60.06 Call-Back

When a part-time employee meets the requirements to receive call-back pay in accordance with clause 28.01 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

Designated Paid Holidays

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

Sub-clause 60.08(a) does not apply to bargaining unit employees classified as GL or GS.

60.08 (a) 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 31.01, the employee shall be paid at time and one-half (1%) of the straight-time rate of pay for all hours worked up to seven decimal five (7.5) hours and double time (2T) thereafter.

Sub-clause 60.08(b) applies only to bargaining unit employees classified as GL or GS.

(b) 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 31.01, the employee shall be paid at time and one-half (1%) of the straight-time rate of pay for all hours worked up to eight (8) hours and double time (2T) thereafter.

60.09 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 31.01, shall be paid for the time actually worked in accordance with clause 60.08, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

Vacation Leave

Excluded, Provision

Sub-clause 60.10 (a) does not apply to bargaining unit employees classified as GL or GS.

Alternate Provision

Sub-clause 60.10 (b) applies only to bargaining unit employees classified as GL or GS.

- 60.10 (a)** A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal work week, at the rate for years of service established in clause 37.02 of this Agreement, prorated and calculated as follows:
- (i) when the entitlement is nine decimal three seven five (9.375) hours a month, zero decimal two five zero (0.250) multiplied by the number of hours in the employee's work week per month;
 - (ii) when the entitlement is twelve decimal five (12.5) hours a month, zero decimal three three three (0.333) multiplied by the number of hours in the employee's work week per month;
 - (iii) when the entitlement is thirteen decimal seven five (13.75) hours a month, zero decimal three six seven (0.367) multiplied by the number of hours in the employee's work week per month;
 - (iv) when the entitlement is fourteen decimal three seven five (14.375) hours a month, zero decimal three eight three (0.383) multiplied by the number of hours in the employee's work week per month;
 - (v) when the entitlement is fifteen decimal six two five (15.625) hours a month, zero decimal four one seven (0.417) multiplied by the number of hours in the employee's work week per month;
 - (vi) when the entitlement is sixteen decimal eight seven five (16.875) hours a month, zero decimal four five zero (0.450) multiplied by the number of hours in the employee's work week per month;
 - (vii) when the entitlement is eighteen decimal seven five (18.75) hours a month, zero decimal five zero zero (0.500) multiplied by the number of hours in the employee's work week per month;
- (b) A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal work week, at the rate for years of service established in clause 37.02 of this Agreement, prorated and calculated as follows:
- (i) when the entitlement is ten (10) hours a month, zero decimal two five zero (0.250) multiplied by the number of hours in the employee's work week per month;

- (ii) when the entitlement is thirteen decimal three three (13.33) hours a month, zero decimal three three three (0.333) multiplied by the number of hours in the employee's work week per month;
 - (iii) when the entitlement is fourteen decimal six seven (14.67) hours a month, zero decimal three six seven (0.367) multiplied by the number of hours in the employee's work week per month;
 - (iv) when the entitlement is fifteen decimal three three (15.33) hours a month, zero decimal three eight three (0.383) multiplied by the number of hours in the employee's work week per month;
 - (v) when the entitlement is sixteen decimal six seven (16.67) hours a month, zero decimal four one seven (0.417) multiplied by the number of hours in the employee's work week per month;
 - (vi) when the entitlement is eighteen (18) hours a month, zero decimal four five zero (0.450) multiplied by the number of hours in the employee's work week per month;
 - (vii) when the entitlement is twenty (20) hours a month, zero decimal five zero zero (0.500) multiplied by the number of hours in the employee's work week per month;
- (c) however, a part-time employee who has received or *is* entitled to receive furlough leave shall have his or her vacation leave credits earned reduced by decimal zero eight three (.083) of the hours in the part-time work week, beginning in the month in which the twentieth (20th) anniversary of service occurs until the beginning of the month in which his or her twenty-fifth (25th) anniversary of service occurs.

60.11 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 work week for each calendar month in which the employee has received pay for at least twice the number of hours in the employee's normal work week.

60.12 Vacation and Sick Leave Administration

- (a) For the purposes of administration of clauses 60.10 and 60.11, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.
- (b) **An** employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

60.13 Bereavement Leave

Notwithstanding clause 60.02, there shall be no pro-rating of a "day" in Article 49 (Bereavement Leave With Pay).

60.14 Severance Pay

Notwithstanding the provisions of Article 61 (Severance Pay) of this Agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

ARTICLE 61 - SEVERANCE PAY

61.01 Under the following circumstances and subject to clause 61.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

(a) **Lay-off**

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

(b) **Resignation**

On resignation, subject to sub-clause 61.01(d) and with ten (10) or more years of continuous employment, one-half ($\frac{1}{2}$) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) **Rejection on Probation**

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

(d) **Retirement**

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

- (ii) a part-time employee, who regularly works more than thirteen decimal five (13.5) but less than thirty (30) hours a week, and who, if he or she were a contributor under the Public Service Superannuation Act, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the Public Service Superannuation Act, a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365) to a maximum of thirty (30) weeks' pay.

(e) **Death**

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

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

- (i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to paragraph 11(2)(g) of the Financial Administration Act, one week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.
- (ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to paragraph 11(2)(g) of the Financial Administration Act, one week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

61.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 61.01 be pyramided.

61.03 Appointment to another employer organization

Notwithstanding sub-clause 61.01(b), an employee who resigns to accept an appointment with an organization listed in Part I or Part II of Schedule I of the Public Service Staff Relations Act may choose not to be paid severance pay provided that the appointing organization will accept the employee's Part II service for its severance pay entitlement.

ARTICLE 62 - PAY ADMINISTRATION

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

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

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

or

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

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

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

(i) "retroactive period" for the purpose of paragraphs (ii) to (v) below means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day this Agreement is signed or when an arbitral award is rendered therefore;

(ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the group identified in Article 8 of this Agreement during the retroactive period;

(iii) rates of pay shall be paid in an amount equal to what would have been paid had this Agreement been signed or an arbitral award rendered therefore on the effective date of the revision in rates of pay;

(iv) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with paragraph 62.03(b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;

(v) no payment or no notification shall be made pursuant to sub-clause 62.03(b) for one dollar or less.

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

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

62.06 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.

62.07 Sub-clause 62.07(a) does not apply to employees covered by sub-clause 62.07(b).

(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 two (2) consecutive working days or shifts, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.

(b) **Sub-clause 62.07(b) applies only to employees at the EG-02 and EG-03 levels performing inspection duties and for GL and GS employees.**

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) day or one (1) shift, employees in the classification groups GL, GS and employees in the EG-02 and EG-03 levels who perform inspection duties in their substantive position 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.

(c) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

62.08 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 63 - NATIONAL JOINT COUNCIL AGREEMENTS

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

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

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

- Bilingualism Bonus Directive
- Commuting Assistance Directive
- Foreign Service Directives
- Isolated Posts and Government Housing Directive
- Memorandum of Understanding on the definition of spouse
- Public Service Health Care Plan Directive
- Relocation - IRP Directive
- Travel Directive;
- Uniforms Directive

HEALTH/SAFETY

- Boiler and Pressure Vessels Directive
 - Committees and Representatives Directive
 - Electrical Directive
 - Elevated Work Structures Directive
 - Elevating Devices Directive
 - First-Aid Directive
 - First Aid Allowance Directive
 - Hazardous Confined Spaces Directive
 - Hazardous Substances Directive
 - Material-handling Directive
 - Motor Vehicle Operations Directive
 - Noise Control and Hearing Conservation Directive
 - Personal Protective Equipment and Clothing Directive
 - Pesticides Directive
 - Refusal to Work Directive
 - Sanitation Directive
 - Tools and Machinery Directive
 - Use and Occupancy of Buildings Directive
- (b) During the term of this collective agreement, other directives may be added to the above noted list.
- (c) Grievances in regard to the above directives shall be filed in accordance with clause of clause 17.24 of this collective agreement.

ARTICLE 64 -AGREEMENT RE-OPENER

64.01 This collective agreement may be amended by mutual consent.

ARTICLE 65 - DURATION

65.01 The duration of this collective agreement shall be from the date it is signed to December 31, 2006.

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

SIGNED AT OTTAWA, this 9th day of March, 2005.

CANADIAN FOOD INSPECTION AGENCY

PUBLIC SERVICE ALLIANCE OF CANADA

Richard B. Fadden

Robyn Benson

Fiona L. W. Spencer

Yves Ducharme

Stephen Black

Brenda Baergen

Paul Farrell

Bob Kingston

Josée Rousseau

Terri Lee

Susan Shaw

Kim Gruninger

Bernard Vanier

Henriette Pollon

Stuart Wilson

John Langs

Paul Plouffe

Marlene O'Neil

Paulene Bourgault

Denis Sicard

Line Caissie

Gary Keough

Bonnie Bates

Mike McNamara

APPENDIX "A"

RATES OF PAY

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APPENDIX "A"

AS - ADMINISTRATIVE SERVICES GROUP

ANNUAL RATES OF PAY
(in dollars)

X - Effective January 1, 2003
A - Effective January 1, 2003
B - Effective January 1, 2004
C - Effective January 1, 2005
D - Effective January 1, 2006

AS-01

From: \$	38064	39514	40956	42400
To: X	39364	40861	42413	44026
A	40348	41883	43473	45127
B	41256	42825	44451	46142
C	42246	43853	45518	47249
D	43302	44949	46656	48430

AS-02

From: \$	42368	43986	45609
To: X	43863	45529	47260
A	44960	46667	48442
B	45972	47717	49532
C	47075	48862	50721
D	48252	50084	51989

AS-03

From: \$	45102	46780	48450
To: X	47015	48802	50657
A	48190	50022	51923
B	49274	51147	53091
C	50457	52375	54365
D	51718	53684	55724

AS-04

From: \$	48670	50426	52193
To: X	51358	53309	55495
A	52642	54642	56882
B	53826	55871	58162
C	55118	57212	59558
D	56496	58642	61047

AS-05

From: \$	56807	58898	61002
To: X	61312	63642	66287
A	62845	65233	67944
B	64259	66701	69473
C	65801	68302	71140
D	67446	70010	72919

AS-06

From: \$	66078	68548	71013
To: X	68294	70889	73675
A	70001	72661	75517
B	71576	74296	77216
C	73294	76079	79069
D	75126	77981	81046

AS-07

From: \$	69113		to		80445
To: X	71888	74621	77456	79780	82196
A	73685	76487	79392	81775	84251
B	75343	78208	81178	83615	86147
C	77151	80085	83126	85622	88215
D	79080	82087	85204	87763	90420

AS-00

From: \$	69936	to	85533
To: X	74227	to	87370
A	76083	to	89554
B	77795	to	91569
C	79662	to	93767
D	81654	to	96111

APPENDIX "A"

CR -CLERICAL AND REGULATORY GROUP

ANNUAL RATES OF PAY
(in dollars)

A: Effective January 1, 2003
B: Effective January 1, 2004
C: Effective January 1, 2005
D: Effective January 1, 2006

CR-01

From: \$	26282	26829	27386	27939	28482	29038
To: A	26939	27500	28071	28637	29194	29764
B	27545	28119	28703	29281	29851	30434
C	28206	28794	29392	29984	30567	31164
D	28911	29514	30127	30734	31331	31943

CR-02

From: \$	28526	29184	29833	30486
To: A	29239	29914	30579	31248
B	29897	30587	31267	31951
C	30615	31321	32017	32718
D	31380	32104	32817	33536

CR-03

From: \$	32358	33204	34052	34902
To: A	33167	34034	34903	35775
B	33913	34800	35688	36580
C	34727	35635	36545	37458
D	35595	36526	37459	38394

CR-04

From: \$	35850	36800	37750	38694
To: A	36746	37720	38694	39661
B	37573	38569	39565	40553
C	38475	39495	40515	41526
D	39437	40482	41528	42564

CR-05

From: \$	39180	40256	41342	42417
To: A	40160	41262	42376	43477
B	41064	42190	43329	44455
C	42050	43203	44369	45522
D	43101	44283	45478	46660

CR-06

From: \$	44596	45767	46932	48105
To: A	45711	46911	48105	49308
B	46739	47966	49187	50417
C	47861	49117	50367	51627
D	49058	50345	51626	52918

CR-07

From: \$	49466	50835	52208	53587
To: A	50703	52106	53513	54927
B	51844	53278	54717	56163
C	53088	54557	56030	57511
D	54415	55921	57431	58949

APPENDIX "A"

DA - DATA PROCESSING GROUP

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

- A - Effective January 1, 2003**
- B - Effective January 1, 2004**
- C - Effective January 1, 2005**
- D - Effective January 1, 2006**

DA-CON-01

From: \$	24584	25274	25967	26662	27357	28050	28735
To: A	25199	25906	26616	27329	28041	28751	29453
B	25766	26489	27215	27944	28672	29398	30116
C	26384	27125	27868	28615	29360	30104	30839
D	27044	27803	28565	29330	30094	30857	31610

DA-CON-01 (cont'd)

From: \$	29427	30123	30818
To: A	30163	30876	31588
B	30842	31571	32299
C	31582	32329	33074
D	32372	33137	33901

DA-CON-02

From: \$	27003	27768	28532	29300	30075	30870
To: A	27678	28462	29245	30033	30827	31642
B	28301	29102	29903	30709	31521	32354
C	28980	29800	30621	31446	32278	33130
D	29705	30545	31387	32232	33085	33958

DA-CON-03

From: \$	31729	32623	33511	34400
A	32522	33439	34349	35260
B	33254	34191	35122	36053
C	34052	35012	35965	36918
D	34903	35887	36864	37841

DA-CON-04

From: \$	39920	40899	41888	42871
To: A	40918	41921	42935	43943
B	41839	42864	43901	44932
C	42843	43893	44955	46010
D	43914	44990	46079	47160

DA-CON-05

From: \$	42349	43431	44518	45600
To: A	43408	44517	45631	46740
B	44385	45519	46658	47792
C	45450	46611	47778	48939
D	46586	47776	48972	50162

DA-CON-06

From: \$	44182	45375	46564	47752
To: A	45287	46509	47728	48946
B	46306	47555	48802	50047
C	47417	48696	49973	51248
D	48602	49913	51222	52529

DA-CON-07

From: \$	50112	51429	52739	54055
To: A	51365	52715	54057	55406
B	52521	53901	55273	56653
C	53782	55195	56600	58013
D	55127	56575	58015	59463

DA-CON-08

From: \$	52682	54129	55577	57037
To: A	53999	55482	56966	58463
B	55214	56730	58248	59778
C	56539	58092	59646	61213
D	57952	59544	61137	62743

APPENDIX "A"

EG - ENGINEERING AND SCIENTIFIC SUPPORT GROUP

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

- A: Effective January 1, 2003**
- B: Effective January 1, 2004**
- C: Effective January 1, 2005**
- D: Effective January 1, 2006**

EG - TECHNOLOGICAL INSTITUTE RECRUITMENT LEVEL

From: \$	20947	to	32863
To: A	21471	to	33685
B	21954	to	34443
C	22481	to	35270
D	23043	to	36152

EG-01

From: \$	33282	34612	35998	37437	38934	40493	42113
To: A	34114	35477	36898	38373	39907	41505	43166
B	34882	36275	37728	39236	40805	42439	44137
C	35719	37146	38633	40178	41784	43458	45196
D	36612	38075	39599	41182	42829	44544	46326

EG-02

From: \$	36612	38073	39599	41181	42827	44542	46324
To: A	37527	39025	40589	42211	43898	45656	47482
B	38371	39903	41502	43161	44886	46683	48550
C	39292	40861	42498	44197	45963	47803	49715
D	40274	41883	43560	45302	47112	48998	50958

EG-03

From: \$	40271	41881	43557	45297	47111	48994	50954
A	41278	42928	44646	46429	48289	50219	52228
B	42207	43894	45651	47474	49376	51349	53403
C	43220	44947	46747	48613	50561	52581	54685
D	44301	46071	47916	49828	51825	53896	56052

EG-04

From: \$	44298	46070	47915	49831	51822	53895	56051
To: A	45405	47222	49113	51077	53118	55242	57452
B	46427	48284	50218	52226	54313	56485	58745
C	47541	49443	51423	53479	55617	57841	60155
D	48730	50679	52709	54816	57007	59287	61659

EG-05

From: \$	48727	50675	52703	54811	57006	59285	61656
To: A	49945	51942	54021	56181	58431	60767	63197
B	51069	53111	55236	57445	59746	62134	64619
C	52295	54386	56562	58824	61180	63625	66170
D	53602	55746	57976	60295	62710	65216	67824

EG-06

From: \$	53602	55744	57974	60293	62704	65211	67819
To: A	54942	57138	59423	61800	64272	66841	69514
B	56178	58424	60760	63191	65718	68345	71078
C	57526	59826	62218	64708	67295	69985	72784
D	58964	61322	63773	66326	68977	71735	74604

EG-07

From: \$	58961	61319	63773	66323	68976	71735	74604
To: A	60435	62852	65367	67981	70700	73528	76469
B	61795	64266	66838	69511	72291	75182	78190
C	63278	65808	68442	71179	74026	76986	80067
D	64860	67453	70153	72958	75877	78911	82069

EG-08

From: \$	64858	67453	70148	72955	75873	78909	82065
To: A	66479	69139	71902	74779	77770	80882	84117
B	67975	70695	73520	76462	79520	82702	86010
C	69606	72392	75284	78297	81428	84687	88074
D	71346	74202	77166	80254	83464	86804	90276

APPENDIX "A"

FI - FINANCIAL MANAGEMENT GROUP

ANNUAL RATES OF PAY

(in dollars)

X: Effective January 1, 2003
A: Effective January 1, 2003
B: Effective January 1, 2004
C: Effective January 1, 2005
D: Effective January 1, 2006

FI-01

From: \$	40204	42063	43923	45784	47640	49501	51361
To: A	41209	43115	45021	46929	48831	50739	52645
B	42136	44085	46034	47985	49930	51881	53830
C	43147	45143	47139	49137	51128	53126	55122
D	44226	46272	48317	50365	52406	54454	56500

FI-01 (cont'd)

From: \$	53219	55293
To: A	54549	56675
B	55776	57950
C	57115	59341
D	58543	60825

FI-02

From: \$	48940	51210	53479	55750	58024	60294	62562	65087
To: A	50164	52490	54816	57144	59475	61801	64126	66714
B	51293	53671	56049	58430	60813	63192	65569	68215
C	52524	54959	57394	59832	62273	64709	67143	69852
D	53837	56333	58829	61328	63830	66327	68822	71598

FI-03

From: \$	59321	61925	64532	67142	69748	72356	75254	
To: X	59321	61925	64532	67142	69748	72356	75254	78150
A	60804	63473	66145	68821	71492	74165	77135	80104
B	62172	64901	67633	70369	73101	75834	78871	81906
C	63664	66459	69256	72058	74855	77654	80764	83872
D	65256	68120	70987	73859	76726	79595	82783	85969

FI-04

From: \$	66221	69159	72093	75031	77969	80904	84165	
To: X	66221	69159	72093	75031	77969	80904	84165	87426
A	67877	70888	73895	76907	79918	82927	86269	89612
B	69404	72483	75558	78637	81716	84793	88210	91628
C	71070	74223	77371	80524	83677	86828	90327	93827
D	72847	76079	79305	82537	85769	88999	92585	96173

APPENDIX "A"

**GL - GENERAL, LABOUR AND TRADES
NON-SUPERVISORY AND SUPERVISORY**

**HOURLY RATES OF PAY
(in dollars)**

X: Effective January 1, 2003
A: Effective January 1, 2003
Y: Effective January 1, 2003
B: Effective January 1, 2004
C: Effective January 1, 2005
D: Effective January 1, 2006

ELECTRICAL INSTALLING AND MAINTAINING (EIM) SUB-GROUP

LEVEL 01	ZONE			
	1	2	3	4
From: \$	15.77	13.63	15.29	13.63
To: X	15.77	15.29	13.63	
A	16.16	15.67	13.97	
Y	17.58	17.17	15.12	
B	17.98	17.56	15.46	
C	18.41	17.98	15.83	
D	18.87	18.43	16.23	

LEVEL 02	ZONE			
	1	2	3	4
From: \$	16.31	14.12	15.81	14.12
To: X	16.31	15.81	14.12	
A	16.72	16.21	14.47	
Y	18.19	17.77	15.66	
B	18.60	18.17	16.01	
C	19.05	18.61	16.39	
D	19.53	19.08	16.80	

LEVEL 03	ZONE			
	1	2	3	4
From: \$	16.88	14.59	16.32	14.59
To: X	16.88	16.32	14.59	
A	17.30	16.73	14.95	
Y	18.82	18.34	16.18	
B	19.24	18.75	16.54	
C	19.70	19.20	16.94	
D	20.19	19.68	17.36	

LEVEL04	1	ZONE			4
		2	3		
From: \$	17.46	15.07	16.91		15.07
To: X	17.46	16.91	15.07		
A	17.90	17.33	15.45		
Y	19.48	18.99	16.72		
B	19.92	19.42	17.10		
C	20.40	19.89	17.51		
D	20.91	20.39	17.95		

LEVEL05	1	ZONE			4
		2	3		
From: \$	18.04	15.63	17.49		15.63
To: X	18.04	17.49	15.63		
A	18.49	17.93	16.02		
Y	20.12	19.65	17.33		
B	20.57	20.09	17.72		
C	21.06	20.57	18.15		
D	21.59	21.08	18.60		

LEVEL06	1	ZONE			4
		2	3		
From: \$	18.73	16.15	18.13		16.15
To: X	18.73	18.13	16.15		
A	19.20	18.58	16.55		
Y	20.89	20.36	17.91		
B	21.36	20.82	18.31		
C	21.87	21.32	18.75		
D	22.42	21.85	19.22		

LEVEL07	1	ZONE			4
		2	3		
From: \$	19.36	16.65	18.73		16.65
To: X	19.36	18.73	16.65		
A	19.84	19.20	17.07		
Y	21.59	21.04	18.47		
B	22.08	21.51	18.89		
C	22.61	22.03	19.34		
D	23.18	22.58	19.82		

LEVEL08		ZONE			
		1	2	3	4
From: \$		20.17	17.33	19.51	17.33
To: X		20.17	19.51	17.33	
	A	20.67	20.00	17.76	
	Y	22.49	21.92	19.22	
	B	23.00	22.41	19.65	
	C	23.55	22.95	20.12	
	D	24.14	23.52	20.62	

LEVEL09		ZONE			
		1	2	3	4
From: \$		20.98	17.97	20.24	17.97
To: X		20.98	20.24	17.97	
	A	21.50	20.75	18.42	
	Y	23.39	22.74	19.93	
	B	23.92	23.25	20.38	
	C	24.49	23.81	20.87	
	D	25.10	24.41	21.39	

LEVEL 10		ZONE			
		1	2	3	4
From: \$		22.34	19.12	21.59	20.03
To: X		22.34	21.59	20.03	
	A	22.90	22.13	20.53	
	Y	24.92	24.25	22.21	
	B	25.48	24.80	22.71	
	C	26.09	25.40	23.26	
	D	26.74	26.04	23.84	

LEVEL11		ZONE			
		1	2	3	4
From: \$		23.14	19.84	22.36	20.79
To: X		23.14	22.36	20.79	
	A	23.72	22.92	21.31	
	Y	25.81	25.12	23.06	
	B	26.39	25.69	23.58	
	C	27.02	26.31	24.14	
	D	27.70	26.97	24.75	

LEVEL12	1	ZONE		
		2	3	4
From: \$	23.98	20.51	23.16	21.55
To: X	23.98	23.16	21.55	
A	24.58	23.74	22.09	
Y	26.74	26.02	23.90	
B	27.34	26.61	24.44	
C	28.00	27.25	25.03	
D	28.70	27.93	25.66	

LEVEL13	1	ZONE		
		2	3	4
From: \$	24.81	21.21	23.98	22.29
To: X	24.81	23.98	22.29	
A	25.43	24.58	22.85	
Y	27.67	26.94	24.72	
B	28.29	27.55	25.28	
C	28.97	28.21	25.89	
D	29.69	28.92	26.54	

LEVEL 14	1	ZONE		
		2	3	4
From: \$	25.63	21.91	24.79	22.98
To: X	25.63	24.79	22.98	
A	26.27	25.41	23.55	
Y	28.58	27.85	25.48	
B	29.22	28.48	26.05	
C	29.92	29.16	26.68	
D	30.67	29.89	27.35	

ELEMENTAL (ELE) SUB-GROUP

LEVEL 01		ZONE			
		1	2	3	4
From: \$		14.31	13.01	13.66	13.14
To: X		14.31	13.66	13.14	
	A	14.67	14.00	13.47	
	Y	15.96	15.34	14.57	
	B	16.32	15.69	14.90	
	C	16.71	16.06	15.26	
	D	17.13	16.46	15.64	

LEVEL 02		ZONE			
		1	2	3	4
From: \$		14.85	13.46	14.12	13.59
To: X		14.85	14.12	13.59	
	A	15.22	14.47	13.93	
	Y	16.56	15.86	15.07	
	B	16.93	16.22	15.41	
	C	17.34	16.61	15.78	
	D	17.77	17.02	16.17	

LEVEL 03		ZONE			
		1	2	3	4
From: \$		15.36	13.92	14.60	14.04
To: X		15.36	14.60	14.04	
	A	15.74	14.97	14.39	
	Y	17.13	16.40	15.57	
	B	17.52	16.77	15.92	
	C	17.94	17.17	16.30	
	D	18.39	17.60	16.71	

LEVEL 04		ZONE			
		1	2	3	4
From: \$		15.81	14.35	15.07	14.50
To: X		15.81	15.07	14.50	
	A	16.21	15.45	14.86	
	Y	17.64	16.93	16.08	
	B	18.04	17.31	16.44	
	C	18.47	17.73	16.84	
	D	18.93	18.17	17.26	

LEVEL 05	1	ZONE			4
		2	3		
From: \$	16.40	14.85	15.63		15.00
To: X	16.40	15.63	15.00		
A	16.81	16.02	15.38		
Y	18.29	17.56	16.64		
B	18.70	17.96	17.01		
C	19.15	18.39	17.42		
D	19.63	18.85	17.86		

LEVEL 06	1	ZONE			4
		2	3		
From: \$	16.96	15.36	16.15		15.51
To: X	16.96	16.15	15.51		
A	17.38	16.55	15.90		
Y	18.91	18.14	17.20		
B	19.34	18.55	17.59		
C	19.80	18.99	18.01		
D	20.30	19.47	18.46		

LEVEL 07	1	ZONE			4
		2	3		
From: \$	17.51	15.83	16.65		16.01
To: X	17.51	16.65	16.01		
A	17.95	17.07	16.41		
Y	19.53	18.70	17.76		
B	19.97	19.12	18.16		
C	20.45	19.58	18.60		
D	20.96	20.07	19.06		

LEVEL 08	1	ZONE			4
		2	3		
From: \$	18.22	16.46	17.33		16.63
To: X	18.22	17.33	16.63		
A	18.68	17.76	17.05		
Y	20.32	19.47	18.44		
B	20.78	19.91	18.85		
C	21.28	20.39	19.31		
D	21.81	20.90	19.79		

		ZONE			
LEVEL09	1	2	3	4	
From: \$	18.87	17.06	17.98	17.28	
To: X	18.87	17.98	17.28		
A	19.34	18.43	17.71		
Y	21.04	20.20	19.16		
B	21.51	20.65	19.59		
C	22.03	21.15	20.06		
D	22.58	21.68	20.56		

		ZONE			
LEVEL 10	1	2	3	4	
From: \$	19.62	17.68	18.61	17.87	
To: X	19.62	18.61	17.87		
A	20.11	19.08	18.32		
Y	21.88	20.91	19.82		
B	22.37	21.38	20.27		
C	22.91	21.89	20.76		
D	23.48	22.44	21.28		

		ZONE			
LEVEL11	1	2	3	4	
From: \$	20.35	18.29	19.28	18.48	
To: X	20.35	19.28	18.48		
A	20.86	19.76	18.94		
Y	22.70	21.66	20.49		
B	23.21	22.15	20.95		
C	23.77	22.68	21.45		
D	24.36	23.25	21.99		

		ZONE			
LEVEL12	1	2	3	4	
From: \$	21.03	18.89	19.96	19.10	
To: X	21.03	19.96	19.10		
A	21.56	20.46	19.58		
Y	23.46	22.42	21.19		
B	23.99	22.92	21.67		
C	24.57	23.47	22.19		
D	25.18	24.06	22.74		

LEVEL 13	1	ZONE			4
		2	3		
From: \$	21.75	19.57	20.62		19.80
To: X	21.75	20.62	19.80		
A	22.29	21.14	20.30		
Y	24.25	23.17	21.96		
B	24.80	23.69	22.45		
C	25.40	24.26	22.99		
D	26.04	24.87	23.56		

LEVEL 14	1	ZONE			4
		2	3		
From: \$	22.45	20.18	21.29		20.44
To: X	22.45	21.29	20.44		
A	23.01	21.82	20.95		
Y	25.03	23.91	22.67		
B	25.59	24.45	23.18		
C	26.20	25.04	23.74		
D	26.86	25.67	24.33		

INSTRUMENT MAINTAINING(INM) SUB-GROUP

LEVEL 01	1	ZONE	
		2	3
From: \$	14.89	14.66	13.63
To: A	15.26	15.03	13.97
Y	16.60	16.47	15.12
B	16.97	16.84	15.46
C	17.38	17.24	15.83
D	17.81	17.67	16.23

LEVEL 02	1	ZONE	
		2	3
From: \$	15.41	15.17	14.10
To: A	15.80	15.55	14.45
Y	17.19	17.04	15.63
B	17.58	17.42	15.98
C	18.00	17.84'	16.36
D	18.45	18.29	16.77

LEVEL 03	1	ZONE	
		2	3
From: \$	15.94	15.67	14.58
To: A	16.34	16.06	14.94
Y	17.78	17.60	16.17
B	18.18	18.00	16.53
C	18.62	18.43	16.93
D	19.09	18.89	17.35

LEVEL 04	1	ZONE	
		2	3
From: \$	16.46	16.16	15.03
To: A	16.87	16.56	15.41
Y	18.35	18.15	16.67
B	18.76	18.56	17.05
C	19.21	19.01	17.46
D	19.69	19.49	17.90

LEVEL05	1	ZONE	
		2	3
From: \$	17.04	16.78	15.83
To: A	17.47	17.20	16.23
Y	19.01	18.85	17.56
B	19.44	19.27	17.96
C	19.91	19.73	18.39
D	20.41	20.22	18.85

LEVEL06	1	ZONE	
		2	3
From: \$	17.66	17.34	16.11
To: A	18.10	17.77	16.51
Y	19.69	19.48	17.86
B	20.13	19.92	18.26
C	20.61	20.40	18.70
D	21.13	20.91	19.17

LEVEL07	1	ZONE	
		2	3
From: \$	18.21	17.94	16.63
To: A	18.67	18.39	17.05
Y	20.31	20.16	18.45
B	20.77	20.61	18.87
C	21.27	21.10	19.32
D	21.80	21.63	19.80

LEVEL08	1	ZONE	
		2	3
From: \$	18.94	18.64	17.29
To: A	19.41	19.11	17.72
Y	21.12	20.94	19.17
B	21.60	21.41	19.60
C	22.12	21.92	20.07
D	22.67	22.47	20.57

LEVEL09	1	ZONE	
		2	3
From: \$	19.69	19.35	17.94
To: A	20.18	19.83	18.39
Y	21.96	21.73	19.90
B	22.45	22.22	20.35
C	22.99	22.75	20.84
D	23.56	23.32	21.36

		ZONE		
LEVEL 10	1	2	3	
From: \$	20.42	20.06	18.60	
To: A	20.93	20.56	19.07	
Y	22.77	22.53	20.63	
B	23.28	23.04	21.09	
C	23.84	23.59	21.60	
D	24.44	24.18	22.14	

		ZONE		
LEVEL 11	1	2	3	
From: \$	21.17	20.83	19.22	
To: A	21.70	21.35	19.70	
Y	23.61	23.40	21.32	
B	24.14	23.93	21.80	
C	24.72	24.50	22.32	
D	25.34	25.11	22.88	

		ZONE		
LEVEL12	1	2	3	
From: \$	21.94	21.53	19.93	
To: A	22.49	22.07	20.43	
Y	24.47	24.19	22.11	
B	25.02	24.73	22.61	
C	25.62	25.32	23.15	
D	26.26	25.95	23.73	

		ZONE		
LEVEL 13	1	2	3	
From: \$	22.64	22.27	20.57	
To: A	23.21	22.83	21.08	
Y	25.25	25.02	22.81	
B	25.82	25.58	23.32	
C	26.44	26.19	23.88	
D	27.10	26.84	24.48	

		ZONE		
LEVEL14	1	2	3	
From: \$	23.40	23.03	21.21	
To: A	23.99	23.61	21.74	
Y	26.10	25.88	23.52	
B	26.69	26.46	24.05	
C	27.33	27.10	24.63	
D	28.01	27.77	25.24	

MACHINERY MAINTAINING (MAM) SUB-GROUP

LEVEL 01		ZONE			
		1	2	3	4
From: \$		15.39	13.49	14.26	14.22
To: X		15.39	14.26	14.22	
	A	15.77	14.62	14.58	
	Y	17.16	16.02	15.78	
	B	17.55	16.38	16.14	
	C	17.97	16.77	16.53	
	D	18.42	17.19	16.94	

LEVEL 02		ZONE			
		1	2	3	4
From: \$		15.95	13.97	14.72	14.68
To: X		15.95	14.72	14.68	
	A	16.35	15.09	15.05	
	Y	17.79	16.54	16.28	
	B	18.19	16.91	16.65	
	C	18.63	17.32	17.05	
	D	19.10	17.75	17.48	

LEVEL 03		ZONE			
		1	2	3	4
From: \$		16.50	14.45	15.28	15.17
To: X		16.50	15.28	15.17	
	A	16.91	15.66	15.55	
	Y	18.40	17.16	16.83	
	B	18.81	17.55	17.21	
	C	19.26	17.97	17.62	
	D	19.74	18.42	18.06	

LEVEL 04		ZONE			
		1	2	3	4
From: \$		17.06	14.88	15.72	15.69
To: X		17.06	15.72	15.69	
	A	17.49	16.11	16.08	
	Y	19.03	17.66	17.40	
	B	19.46	18.06	17.79	
	C	19.93	18.49	18.22	
	D	20.43	18.95	18.68	

		ZONE			
LEVEL05	1	2	3	4	
From: \$	17.65	15.39	16.28	16.22	
To: X	17.65	16.28	16.22		
A	18.09	16.69	16.63		
Y	19.68	18.29	17.99		
B	20.12	18.70	18.39		
C	20.60	19.15	18.83		
D	21.12	19.63	19.30		

		ZONE			
LEVEL06	1	2	3	4	
From: \$	18.28	15.92	16.87	16.79	
To: X	18.28	16.87	16.79		
A	18.74	17.29	17.21		
Y	20.39	18.95	18.62		
B	20.85	19.38	19.04		
C	21.35	19.85	19.50		
D	21.88	20.35	19.99		

		ZONE			
LEVEL07	I	2	3	4	
From: \$	18.89	16.46	17.39	17.35	
To: X	18.89	17.39	17.35		
A	19.36	17.82	17.78		
Y	21.06	19.53	19.24		
B	21.53	19.97	19.67		
C	22.05	20.45	20.14		
D	22.60	20.96	20.64		

		ZONE			
LEVEL08	1	2	3	4	
From: \$	19.68	17.09	18.13	18.02	
To: X	19.68	18.13	18.02		
A	20.17	18.58	18.47		
Y	21.94	20.36	19.98		
B	22.43	20.82	20.43		
C	22.97	21.32	20.92		
D	23.54	21.85	21.44		

LEVEL09		ZONE			
		1	2	3	4
From: \$		20.46	17.74	18.80	18.73
To: X		20.46	18.80	18.73	
	A	20.97	19.27	19.20	
	Y	22.82	21.12	20.77	
	B	23.33	21.60	21.24	
	C	23.89	22.12	21.75	
	D	24.49	22.67	22.29	

LEVEL10		ZONE			
		1	2	3	4
From: \$		21.26	18.34	19.51	19.44
To: X		21.26	19.51	19.44	
	A	21.79	20.00	19.93	
	Y	23.71	21.92	21.56	
	B	24.24	22.41	22.05	
	C	24.82	22.95	22.58	
	D	25.44	23.52	23.14	

LEVEL 11		ZONE			
		1	2	3	4
From: \$		22.04	19.03	20.19	20.12
To: X		22.04	20.19	20.12	
	A	22.59	20.69	20.62	
	Y	24.58	22.68	22.31	
	B	25.13	23.19	22.81	
	C	25.73	23.75	23.36	
	D	26.37	24.34	23.94	

LEVEL12		ZONE			
		1	2	3	4
From: \$		22.80	19.89	20.90	20.82
To: X		22.80	20.90	20.82	
	A	23.37	21.42	21.34	
	Y	25.43	23.48	23.09	
	B	26.00	24.01	23.61	
	C	26.62	24.59	24.18	
	D	27.29	25.20	24.78	

LEVEL 13	1	ZONE		
		2	3	4
From: \$	23.58	20.37	21.61	21.56
To: X	23.58	21.61	21.56	
A	24.17	22.15	22.10	
Y	26.30	24.28	23.91	
B	26.89	24.83	24.45	
C	27.54	25.43	25.04	
D	28.23	26.07	25.67	

LEVEL14	1	ZONE		
		2	3	4
From: \$	24.34	21.01	22.34	22.21
To: X	24.34	22.34	22.21	
A	24.95	22.90	22.77	
Y	27.15	25.10	24.64	
B	27.76	25.66	25.19	
C	28.43	26.28	25.79	
D	29.14	26.94	26.43	

MANIPULATING (MAN) SUB-GROUP

LEVEL 01	1	ZONE			4
		2	3		
From: \$	15.63	14.30	14.46		14.26
To: X	15.63	14.46	14.26		
A	16.02	14.82	14.62		
Y	17.43	16.24	15.82		
B	17.82	16.61	16.18		
C	18.25	17.01	16.57		
D	18.71	17.44	16.98		

LEVEL 02	1	ZONE			4
		2	3		
From: \$	16.16	14.77	14.93		14.75
To: X	16.16	14.93	14.75		
A	16.56	15.30	15.12		
Y	18.02	16.77	16.36		
B	18.43	17.15	16.73		
C	18.87	17.56	17.13		
D	19.34	18.00	17.56		

LEVEL 03	1	ZONE			4
		2	3		
From: \$	16.70	15.33	15.42		15.28
To: X	16.70	15.42	15.28		
A	17.12	15.81	15.66		
Y	18.63	17.33	16.94		
B	19.05	17.72	17.32		
C	19.51	18.15	17.74		
D	20.00	18.60	18.18		

LEVEL 04	1	ZONE			4
		2	3		
From: \$	17.30	15.79	15.94		15.77
To: X	17.30	15.94	15.77		
A	17.73	16.34	16.16		
Y	19.29	17.91	17.49		
B	19.72	18.31	17.88		
C	20.19	18.75	18.31		
D	20.69	19.22	18.77		

		ZONE			
LEVEL 05	1	2	3	4	
From: \$	17.88	16.32	16.50	16.28	
To: X	17.88	16.50	16.28		
A	18.33	16.91	16.69		
Y	19.94	18.53	18.06		
B	20.39	18.95	18.47		
C	20.88	19.40	18.91		
D	21.40	19.89	19.38		

		ZONE			
LEVEL 06	1	2	3	4	
From: \$	18.49	16.91	17.08	16.87	
To: X	18.49	17.08	16.87		
A	18.95	17.51	17.29		
Y	20.62	19.19	18.71		
B	21.08	19.62	19.13		
C	21.59	20.09	19.59		
D	22.13	20.59	20.08		

		ZONE			
LEVEL 07	1	2	3	4	
From: \$	19.12	17.48	17.62	17.46	
To: X	19.12	17.62	17.46		
A	19.60	18.06	17.90		
Y	21.32	19.79	19.37		
B	21.80	20.24	19.81		
C	22.32	20.73	20.29		
D	22.88	21.25	20.80		

		ZONE			
LEVEL08	1	2	3	4	
From: \$	19.96	18.17	18.32	18.15	
To: X	19.96	18.32	18.15		
A	20.46	18.78	18.60		
Y	22.26	20.58	20.13		
B	22.76	21.04	20.58		
C	23.31	21.54	21.07		
D	23.89	22.08	21.60		

LEVEL09		ZONE			
		1	2	3	4
From: \$		20.73	18.84	19.03	18.81
To: X		20.73	19.03	18.81	
	A	21.25	19.51	19.28	
	Y	23.12	21.38	20.86	
	B	23.64	21.86	21.33	
	C	24.21	22.38	21.84	
	D	24.82	22.94	22.39	

LEVEL10		ZONE			
		1	2	3	4
From: \$		21.54	19.59	19.77	19.55
To: X		21.54	19.77	19.55	
	A	22.08	20.26	20.04	
	Y	24.02	22.20	21.68	
	B	24.56	22.70	22.17	
	C	25.15	23.24	22.70	
	D	25.78	23.82	23.27	

LEVEL11		ZONE			
		1	2	3	4
From: \$		22.33	20.30	20.48	20.21
To: X		22.33	20.48	20.21	
	A	22.89	20.99	20.72	
	Y	24.90	23.01	22.42	
	B	25.46	23.53	22.92	
	C	26.07	24.09	23.47	
	D	26.72	24.69	24.06	

LEVEL 12		ZONE			
		1	2	3	4
From: \$		23.11	20.99	21.20	20.96
To: X		23.11	21.20	20.96	
	A	23.69	21.73	21.48	
	Y	25.77	23.82	23.24	
	B	26.35	24.36	23.76	
	C	26.98	24.94	24.33	
	D	27.65	25.56	24.94	

LEVEL13	1	ZONE		
		2	3	4
From: \$	23.94	21.70	21.91	21.67
To: X	23.94	21.91	21.67	
A	24.54	22.46	22.21	
Y	26.70	24.62	24.03	
B	27.30	25.17	24.57	
C	27.96	25.77	25.16	
D	28.66	26.41	25.79	

LEVEL14	1	ZONE		
		2	3	4
From: \$	24.71	22.43	22.62	22.36
To: X	24.71	22.62	22.36	
A	25.33	23.19	22.92	
Y	27.56	25.42	24.80	
B	28.18	25.99	25.36	
C	28.86	26.61	25.97	
D	29.58	27.28	26.62	

MACHINE DRIVING-OPERATNG (MDO) SUB-GROUP

LEVEL 01		ZONE			
		1	2	3	4
From: \$		14.53	13.11	13.45	12.71
To: X		14.53	13.45	12.71	
	A	14.89	13.79	13.03	
	Y	16.20	15.11	14.10	
	B	16.56	15.45	14.42	
	C	16.96	15.82	14.77	
	D	17.38	16.22	15.14	

LEVEL 02		ZONE			
		1	2	3	4
From: \$		15.04	13.55	13.92	13.14
To: X		15.04	13.92	13.14	
	A	15.42	14.27	13.47	
	Y	16.78	15.64	14.57	
	B	17.16	15.99	14.90	
	C	17.57	16.37	15.26	
	D	18.01	16.78	15.64	

LEVEL 03		ZONE			
		1	2	3	4
From: \$		15.54	14.00	14.36	13.55
To: X		15.54	14.36	13.55	
	A	15.93	14.72	13.89	
	Y	17.33	16.13	15.03	
	B	17.72	16.49	15.37	
	C	18.15	16.89	15.74	
	D	18.60	17.31	16.13	

LEVEL 04		ZONE			
		1	2	3	4
From: \$		16.07	14.47	14.85	13.99
To: X		16.07	14.85	13.99	
	A	16.47	15.22	14.34	
	Y	17.92	16.68	15.52	
	B	18.32	17.06	15.87	
	C	18.76	17.47	16.25	
	D	19.23	17.91	16.66	

		ZONE			
LEVEL 05	1	2	3	4	
From: \$	16.97	15.29	15.69	14.77	
To: X	16.97	15.69	14.77		
A	17.39	16.08	15.14		
Y	18.92	17.62	16.38		
B	19.35	18.02	16.75		
C	19.81	18.45	17.15		
D	20.31	18.91	17.58		

		ZONE			
LEVEL06	1	2	3	4	
From: \$	17.54	15.79	16.19	15.29	
To: X	17.54	16.19	15.29		
A	17.98	16.59	15.67		
Y	19.56	18.18	16.95		
B	20.00	18.59	17.33		
C	20.48	19.04	17.75		
D	20.99	19.52	18.19		

		ZONE			
LEVEL07	1	2	3	4	
From: \$	18.17	16.28	16.71	15.78	
To: X	18.17	16.71	15.78		
A	18.62	17.13	16.17		
Y	20.26	18.77	17.50		
B	20.72	19.19	17.89		
C	21.22	19.65	18.32		
D	21.75	20.14	18.78		

		ZONE			
LEVEL08	1	2	3	4	
From: \$	18.87	16.93	17.37	16.38	
To: X	18.87	17.37	16.38		
A	19.34	17.80	16.79		
Y	21.04	19.51	18.17		
B	21.51	19.95	18.58		
C	22.03	20.43	19.03		
D	22.58	20.94	19.51		

LEVEL09		ZONE			
		1	2	3	4
From: \$		19.60	17.54	18.02	16.97
To: X		19.60	18.02	16.97	
	A	20.09	18.47	17.39	
	Y	21.86	20.24	18.82	
	B	22.35	20.70	19.24	
	C	22.89	21.20	19.70	
	D	23.46	21.73	20.19	

LEVEL 10		ZONE			
		1	2	3	4
From: \$		20.36	18.20	18.68	17.59
To: X		20.36	18.68	17.59	
	A	20.87	19.15	18.03	
	Y	22.71	20.99	19.51	
	B	23.22	21.46	19.95	
	C	23.78	21.98	20.43	
	D	24.37	22.53	20.94	

LEVEL 11		ZONE			
		1	2	3	4
From: \$		21.07	18.82	19.35	18.18
To: X		21.07	19.35	18.18	
	A	21.60	19.83	18.63	
	Y	23.50	21.73	20.16	
	B	24.03	22.22	20.61	
	C	24.61	22.75	21.10	
	D	25.23	23.32	21.63	

LEVEL 12		ZONE			
		1	2	3	4
From: \$		21.84	19.50	20.01	18.80
To: X		21.84	20.01	18.80	
	A	22.39	20.51	19.27	
	Y	24.36	22.48	20.85	
	B	24.91	22.99	21.32	
	C	25.51	23.54	21.83	
	D	26.15	24.13	22.38	

LEVEL13	ZONE			
	1	2	3	4
From: \$	22.60	20.12	20.70	19.44
To: X	22.60	20.70	19.44	
A	23.17	21.22	19.93	
Y	25.21	23.26	21.56	
B	25.78	23.78	22.05	
C	26.40	24.35	22.58	
D	27.06	24.96	23.14	

LEVEL14	ZONE			
	1	2	3	4
From: \$	23.33	20.79	21.34	20.03
To: X	23.33	21.34	20.03	
A	23.91	21.87	20.53	
Y	26.01	23.97	22.21	
B	26.60	24.51	22.71	
C	27.24	25.10	23.26	
D	27.92	25.73	23.84	

PIPEFITTING (PIP) SUB-GROUP

LEVEL 01		ZONE			
		1	2	3	4
From: \$		14.99	14.61	15.79	13.75
To: X		14.99	15.79	13.75	
	A	15.36	16.18	14.09	
	Y	16.71	17.73	15.25	
	B	17.09	18.13	15.59	
	C	17.50	18.57	15.96	
	D	17.94	19.03	16.36	

LEVEL 02		ZONE			
		1	2	3	4
From: \$		15.51	15.14	16.32	14.22
To: X		15.51	16.32	14.22	
	A	15.90	16.73	14.58	
	Y	17.30	18.34	15.78	
	B	17.69	18.75	16.14	
	C	18.11	19.20	16.53	
	D	18.56	19.68	16.94	

LEVEL 03		ZONE			
		1	2	3	4
From: \$		16.04	15.65	16.93	14.68
To: X		16.04	16.93	14.68	
	A	16.44	17.35	15.05	
	Y	17.89	19.02	16.28	
	B	18.29	19.45	16.65	
	C	18.73	19.92	17.05	
	D	19.20	20.42	17.48	

LEVEL 04		ZONE			
		1	2	3	4
From: \$		16.58	16.16	17.48	15.15
To: X		16.58	17.48	15.15	
	A	16.99	17.92	15.53	
	Y	18.49	19.64	16.80	
	B	18.91	20.08	17.18	
	C	19.36	20.56	17.59	
	D	19.84	21.07	18.03	

LEVEL 05	1	ZONE 2	3	4
From: \$	17.15	16.73	18.15	15.71
To: X	17.15	18.15	15.71	
A	17.58	18.60	16.10	
Y	19.13	20.39	17.42	
B	19.56	20.85	17.81	
C	20.03	21.35	18.24	
D	20.53	21.88	18.70	

LEVEL 06	1	ZONE 2	3	4
From: \$	17.76	17.34	18.78	16.24
To: X	17.76	18.78	16.24	
A	18.20	19.25	16.65	
Y	19.80	21.10	18.02	
B	20.25	21.57	18.43	
C	20.74	22.09	18.87	
D	21.26	22.64	19.34	

LEVEL 07	I	ZONE 2	3	4
From: \$	18.32	17.88	19.38	16.78
To: X	18.32	19.38	16.78	
A	18.78	19.86	17.20	
Y	20.43	21.77	18.61	
B	20.89	22.26	19.03	
C	21.39	22.79	19.49	
D	21.92	23.36	19.98	

LEVEL 08	1	ZONE 2	3	4
From: \$	19.08	18.61	20.19	17.46
To: X	19.08	20.19	17.46	
A	19.56	20.69	17.90	
Y	21.28	22.68	19.37	
B	21.76	23.19	19.81	
C	22.28	23.75	20.29	
D	22.84	24.34	20.80	

LEVEL09		ZONE			
		1	2	3	4
From: \$		21.90	19.90	21.58	20.36
To: X		21.90	21.58	20.36	
	A	22.45	22.12	20.87	
	Y	24.43	24.24	22.58	
	B	24.98	24.79	23.09	
	C	25.58	25.38	23.64	
	D	26.22	26.01	24.23	

LEVEL10		ZONE			
		1	2	3	4
From: \$		22.78	20.63	22.39	21.12
To: X		22.78	22.39	21.12	
	A	23.35	22.95	21.65	
	Y	25.40	25.15	23.43	
	B	25.97	25.72	23.96	
	C	26.59	26.34	24.54	
	D	27.25	27.00	25.15	

LEVEL11		ZONE			
		1	2	3	4
From: \$		23.60	21.39	23.25	21.86
To: X		23.60	23.25	21.86	
	A	24.19	23.83	22.41	
	Y	26.32	26.12	24.25	
	B	26.91	26.71	24.80	
	C	27.56	27.35	25.40	
	D	28.25	28.03	26.04	

LEVEL12		ZONE			
		1	2	3	4
From: \$		24.42	22.15	24.03	22.63
To: X		24.42	24.03	22.63	
	A	25.03	24.63	23.20	
	Y	27.23	26.99	25.10	
	B	27.84	27.60	25.66	
	C	28.51	28.26	26.28	
	D	29.22	28.97	26.94	

LEVEL 13	ZONE			
	1	2	3	4
From: \$	25.28	22.90	24.85	23.42
To: X	25.28	24.85	23.42	
A	25.91	25.47	24.01	
Y	28.19	27.92	25.98	
B	28.82	28.55	26.56	
C	29.51	29.24	27.20	
D	30.25	29.97	27.88	

LEVEL14	ZONE			
	1	2	3	4
From: \$	26.10	23.65	25.67	24.21
To: X	26.10	25.67	24.21	
A	26.75	26.31	24.82	
Y	29.10	28.84	26.86	
B	29.75	29.49	27.46	
C	30.46	30.20	28.12	
D	31.22	30.96	28.82	

**GENERAL LABOUR AND TRADES
(SUPERVISORY AND NON-SUPERVISORY)**

APPENDIX "A-I"

DEFINITION OF ZONES

NOTES

- ¹ The geographic boundaries of a province or 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)
The Province of British Columbia (including Banff and Jasper National Parks)

Zone 2

The Atlantic Provinces
The Province of Quebec
The Province of Ontario (including Gatineau Park)

Zone 3

The Province of Manitoba
The Province of Saskatchewan
The Province of Alberta

GENERAL LABOUR AND TRADES

APPENDIX "A-2"

SUPERVISORY DIFFERENTIAL

NOTE

A Supervisory Differential, as established below, 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.

Supervisory Level	Supervisory Co-ordinates	Supervisory Differential as a Percentage of Basic Rates
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 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 January 1, 2003, in the MAM sub-group in Zone 1 at Level 08 with a Supervisory Co-ordinate B2, the calculations would be as follows: On January 1, 2003, the employee would receive a basic rate of pay of \$21.94 as per Appendix A. The Supervisory Differential of \$1.43 is arrived by multiplying the Supervisory Differential Percentage of 6.5% by the basic rate of pay (non-supervisory). Therefore, in this case, the applicable supervisory rate of pay would be \$23.37.

APPENDIX "A"

**GS -GENERAL SERVICES
NON-SUPERVISORY AND SUPERVISORY**

**HOURLY RATES OF PAY
(in dollars)**

X: Effective January 1, 2003
A: Effective January 1, 2003
Y: Effective January 1, 2003
B: Effective January 1, 2004
C: Effective January 1, 2005
D: Effective January 1, 2006

		ZONE			
LEVEL 01		1	2	3	4
From: \$		11.91	10.69	10.77	10.90
To: X		11.91	10.77	10.90	
	A	12.21	11.04	11.17	
	Y	12.92	11.64	12.11	
	B	13.21	11.90	12.38	
	C	13.53	12.19	12.68	
	D	13.87	12.49	13.00	

		ZONE			
LEVEL 02		1	2	3	4
From: \$		14.31	12.54	13.08	12.97
To: X		14.31	13.08	12.97	
	A	14.67	13.41	13.29	
	Y	15.52	14.13	14.41	
	B	15.87	14.45	14.73	
	C	16.25	14.80	15.08	
	D	16.66	15.17	15.46	

		ZONE			
LEVEL 03		1	2	3	4
From: \$		16.73	14.65	15.30	15.20
To: X		16.73	15.30	15.20	
	A	17.15	15.68	15.58	
	Y	18.14	16.53	16.89	
	B	18.55	16.90	17.27	
	C	19.00	17.31	17.68	
	D	19.48	17.74	18.12	

LEVEL 04	1	ZONE			4
		2	3		
From: \$	17.57	15.40	16.09		15.91
To: X	17.57	16.09	15.91		
A	18.01	16.49	16.31		
Y	19.05	17.38	17.68		
B	19.48	17.77	18.08		
C	19.95	18.20	18.51		
D	20.45	18.66	18.97		

LEVEL 05	1	ZONE			4
		2	3		
From: \$	19.61	17.63	18.34		18.44
To: X	19.61	18.34	18.44		
A	20.10	18.80	18.90		
Y	21.27	19.82	20.49		
B	21.75	20.27	20.95		
C	22.27	20.76	21.45		
D	22.83	21.28	21.99		

LEVEL 06	1	ZONE			4
		2	3		
From: \$	20.23	18.14	18.89		18.94
To: X	20.23	18.89	18.94		
A	20.74	19.36	19.41		
Y	21.94	20.41	21.04		
B	22.43	20.87	21.51		
C	22.97	21.37	22.03		
D	23.54	21.90	22.58		

LEVEL 07	1	ZONE			4
		2	3		
From: \$	21.20	19.00	19.79		19.90
To: X	21.20	19.79	19.90		
A	21.73	20.28	20.40		
Y	22.99	21.38	22.11		
B	23.51	21.86	22.61		
C	24.07	22.38	23.15		
D	24.67	22.94	23.73		

LEVEL08	1	ZONE			4
		2	3		
From: \$	22.20	19.91	20.72		20.79
To: X	22.20	20.72	20.79		
A	22.76	21.24	21.31		
Y	24.08	22.39	23.10		
B	24.62	22.89	23.62		
C	25.21	23.44	24.19		
D	25.84	24.03	24.79		

LEVEL09	1	ZONE			4
		2	3		
From: \$	24.26	21.23	22.20		22.04
To: X	24.26	22.20	22.04		
A	24.87	22.76	22.59		
Y	26.31	23.99	24.49		
B	26.90	24.53	25.04		
C	27.55	25.12	25.64		
D	28.24	25.75	26.28		

LEVEL 10	1	ZONE			4
		2	3		
From: \$	25.59	22.42	23.45		23.24
To: X	25.59	23.45	23.24		
A	26.23	24.04	23.82		
Y	27.75	25.34	25.82		
B	28.37	25.91	26.40		
C	29.05	26.53	27.03		
D	29.78	27.19	27.71		

LEVEL 11	1	ZONE			4
		2	3		
From: \$	26.60	23.33	24.37		24.16
To: X	26.60	24.37	24.16		
A	27.27	24.98	24.76		
Y	28.85	26.33	26.84		
B	29.50	26.92	27.44		
C	30.21	27.57	28.10		
D	30.97	28.26	28.80		

LEVEL 12		ZONE			
		1	2	3	4
From: \$		27.68	24.27	25.34	25.12
To: X		27.68	25.34	25.12	
	A	28.37	25.97	25.75	
	Y	30.02	27.37	27.91	
	B	30.70	27.99	28.54	
	C	31.44	28.66	29.22	
	D	32.23	29.38	29.95	

LEVEL 13		ZONE			
		1	2	3	4
From: \$		28.79	25.23	26.37	26.12
To: X		28.79	26.37	26.12	
	A	29.51	27.03	26.77	
	Y	31.22	28.49	29.02	
	B	31.92	29.13	29.67	
	C	32.69	29.83	30.38	
	D	33.51	30.58	31.14	

**GENERAL SERVICES
(SUPERVISORY AND NON-SUPERVISORY)**

APPENDIX "A-3"

DEFINITION OF ZONES

NOTES

- ¹ The geographic boundaries of a province or 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)
The Province of British Columbia (including Banff and Jasper National Parks)

Zone 2

The Atlantic Provinces
The Province of Quebec
The Province of Ontario (including Gatineau Park)

Zone 3

The Province of Manitoba
The Province of Saskatchewan
The Province of Alberta

GENERAL SERVICES

APPENDIX "A-4"

SUPERVISORY DIFFERENTIAL

NOTES

A Supervisory Differential, as established below, 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.

Supervisory Level	Supervisory Co-ordinates	Supervisory Differential as a Percentage of Basic Rates
1	A1	4.0
2	B2	6.0
	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 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 who on January 1, 2003, was in Zone 2 at Level 05 with a Supervisory Co-ordinate B6, the calculations would be as follows: On January 1, 2003, the employee would receive a basic rate of pay of \$19.82 as per Appendix A. The Supervisory Differential of \$3.47 is arrived by multiplying the Supervisory Differential Percentage of 17.5% by the basic rate of pay (non-supervisory). Therefore, in this case, the applicable supervisory rate of pay would be \$23.29.

APPENDIX "A"

GT -GENERAL TECHNICAL GROUP

ANNUAL RATES OF PAY
(in dollars)

- A: Effective January 1, 2003**
- B: Effective January 1, 2004**
- C: Effective January 1, 2005**
- D: Effective January 1, 2006**

GT - TECHNOLOGICAL INSTITUTE RECRUITMENT LEVEL

From: \$	18847	to	30453
To: A	19318	to	31214
B	19753	to	31916
C	20227	to	32682
D	20733	to	33499

GT-01

From: \$	32517	33411	34305	35197	36604
To: A	33330	34246	35163	36077	37519
B	34080	35017	35954	36889	38363
C	34898	35857	36817	37774	39284
D	35770	36753	37737	38718	40266

GT-02

From: \$	37289	38370	39450	40531	42152
To: A	38221	39329	40436	41544	43206
B	39081	40214	41346	41479	44178
C	40019	41179	42338	43498	45238
D	41019	42208	43396	44585	46369

GT-03

From: \$	41701	42951	44212	45466	47286
To: A	42744	44025	45317	46603	48468
B	43706	45016	46337	47652	49559
C	44755	46096	47449	48796	50748
D	45874	47248	48635	50016	52017

GT-04

From: \$	46985	48442	49904	51366	53421
To: A	48160	49653	51152	52650	54757
B	49244	50770	52303	53835	55989
C	50426	51988	53558	55127	57333
D	51687	53288	54897	56505	58766

GT-05

From: \$	52737	54352	55977	57657	59963
To: A	54055	55711	57376	59098	61462
B	55271	56964	58667	60428	62845
C	56598	58331	60075	61878	64353
D	58013	59789	61577	63425	65962

GT-06

From: \$	58362	60266	62183	64096	66660
To: A	59821	61773	63738	65698	68327
B	61167	63163	65172	67176	69864
C	62635	64679	66736	68788	71541
D	64201	66296	68404	70508	73330

GT-07

From: \$	66882	69131	71381	73518	76458
To: A	68554	70859	73166	75356	78369
B	70096	72453	74812	77052	80132
C	71778	74192	76607	78901	82055
D	73572	76047	78522	80874	84106

GT-08

From: \$	75869	78274	80666	83059	86380
To: A	77766	80231	82683	85135	88540
B	79516	82036	84543	87051	90532
C	81424	84005	86572	89140	92705
D	83460	86105	88736	91369	95023

APPENDIX "A"

IS - INFORMATION SERVICES GROUP

ANNUAL RATES OF PAY
(in dollars)

X: Effective January 1, 2003
A: Effective January 1, 2003
B: Effective January 1, 2004
C: Effective January 1, 2005
D: Effective January 1, 2006

IS-01

From: \$	20355	to	34369	/	34755	36134	37521	38900
To: X					39364	40861	42413	44026
A					40348	41883	43473	45127
B					41256	42825	44451	46142
C					42246	43853	45518	47249
D					43302	44949	46656	48430

IS-02

From: \$	42617	44212	45800
To: X	43863	45529	47260
A	44960	46667	48442
B	45972	47717	49532
C	47075	48862	50721
D	48252	50084	51989

IS-03

From: \$	49359	51234	53128
To: X	51358	53309	55495
A	52642	54642	56882
B	53826	55871	58162
C	55118	57212	59558
D	56496	58642	61047

IS-04

From: \$	57331	59567	61797
To: X	61312	63642	66287
A	62845	65233	67944
B	64259	66701	69473
C	65801	68302	71140
D	67446	70010	72919

IS-05

From: \$	66772	69420	72065
To: X	68294	70889	73675
A	70001	72661	75517
B	71576	74296	77216
C	73294	76079	79069
D	75126	77981	81046

IS-06

From: \$	64195		to		77335
To: X	71888	74621	77456	79780	82196
A	73685	76487	79392	81775	84251
B	75343	78208	81178	83615	86147
C	77151	80085	83126	85622	88215
D	79080	82087	85204	87763	90420

APPENDIX "A"

PI - PRIMARY PRODUCTIONS INSPECTION GROUP

ANNUAL RATES OF PAY

(in dollars)

A: Effective January 1, 2003

B: Effective January 1, 2004

C: Effective January 1, 2005

D: Effective January 1, 2006

PI-01

From: \$	28871	30805	31992	33182	34367	35551	36973
To: A	29593	31575	32792	34012	35226	36440	37897
B	30259	32285	33530	34777	36019	37260	38750
C	30985	33060	34335	35612	36883	38154	39680
D	31760	33887	35193	36502	37805	39108	40672

PI-02

From: \$	34362	35647	36942	38237	39766
To: A	35221	36538	37866	39193	40760
B	36013	37360	38718	40075	41677
C	36877	38257	39647	41037	42677
D	37799	39213	40638	42063	43744

PI-03

From: \$	37148	38574	39988	41409	43066
To: A	38077	39538	40988	42444	44143
B	38934	40428	41910	43399	45136
C	39868	41398	42916	44441	46219
D	40865	42433	43989	45552	47374

PI-04

From: \$	39613	41140	42685	44215	45742	47572
To: A	40603	42169	43752	45320	46886	48761
B	41517	43118	44736	46340	47941	49858
C	42513	44153	45810	47452	49092	51055
D	43576	45257	46955	48638	50319	52331

PI-05

From: \$	45285	47076	48876	50667	52694
To: A	46417	48253	50098	51934	54011
B	47461	49339	51225	53103	55226
C	48600	50523	52454	54377	56551
D	49815	51786	53765	55736	57965

PI-06

From: \$	49843	51844	53839	55840	58073
To: A	51089	53140	55185	57236	59525
B	52239	54336	56427	58524	60864
C	53493	55640	57781	59929	62325
D	54830	57031	59226	61427	63883

APPENDIX "A"

PM - PROGRAMME ADMINISTRATION GROUP

ANNUAL RATES OF PAY

(in dollars)

- X: Effective January 1, 2003**
- A: Effective January 1, 2003**
- B: Effective January 1, 2004**
- C: Effective January 1, 2005**
- D: Effective January 1, 2006**

PM-01

From: \$	35225	36742	38257	39772	41283
To: X		39364	40861	42413	44026
A		40348	41883	43473	45127
B		41256	42825	44451	46142
C		42246	43853	45518	47249
D		43302	44949	46656	48430

PM-02

From: \$	42331	44046	45757
To: X	43863	45529	47260
A	44960	46667	48442
B	45972	47717	49532
C	47075	48862	50721
D	48252	50084	51989

PM-03

From: \$	45846	47616	49394
To: X	47015	48802	50657
A	48190	50022	51923
B	49274	51147	53091
C	50457	52375	54365
D	51718	53684	55724

PM-04

From: \$	50116	52149	54186
To: X	51358	53309	55495
A	52642	54642	56882
B	53826	55871	58162
C	55118	57212	59558
D	56496	58642	61047

PM-05

From: \$	59907	62350	64799
To: X	61312	63642	66287
A	62845	65233	67944
B	64259	66701	69473
C	65801	68302	71140
D	67446	70010	72919

PM-06

From: \$	70307	73204	76098		
To: X	71888	74621	77456	79780	82196
A	73685	76487	79392	81775	84251
B	75343	78208	81178	83615	86147
C	77151	80085	83126	85622	88215
D	79080	82087	85204	87763	90420

PM-07

From: \$	69936	to	85533
To: X	74227	to	87370
A	76083	to	89554
B	77795	to	91569
C	79662	to	93767
D	81654	to	96111

APPENDIX "A"

**PR - PRINTING OPERATIONS GROUP
NON-SUPERVISORY**

**HOURLY RATES OF PAY
(in dollars)**

A: Effective January 1, 2003
B: Effective January 1, 2004
C: Effective January 1, 2005
D: Effective January 1, 2006

PR-COM-01

From: \$	14.92	15.49	16.09
To: A	15.29	15.88	16.49
B	15.63	16.24	16.86
C	16.01	16.63	17.26
D	16.41	17.05	17.69

PR-COM-02

From: \$	17.23	17.88	18.53
To: A	17.66	18.33	18.99
B	18.06	18.74	19.42
C	18.49	19.19	19.89
D	18.95	19.67	20.39

PR-COM-03

From: \$	19.22	19.95	20.70
To: A	19.70	20.45	21.22
B	20.14	20.91	21.70
C	20.62	21.41	22.22
D	21.14	21.95	22.78

PR-COM-04

From: \$	19.48	20.20	20.96
To: A	19.97	20.71	21.48
B	20.42	21.18	21.96
C	20.91	21.69	22.49
D	21.43	22.23	23.05

PR-COM-05

From: \$	20.64	21.41	22.21
To: A	21.16	21.95	22.77
B	21.64	22.44	23.28
C	22.16	22.98	23.84
D	22.71	23.55	24.44

APPENDIX "A"

SI -SOCIAL SCIENCE SUPPORT GROUP

ANNUAL RATES OF PAY

(in dollars)

A: Effective January 1, 2003

B: Effective January 1, 2004

C: Effective January 1, 2005

D: Effective January 1, 2006

SI-01

From: \$	34989	35986	37016	38087	39160	40231	41036
To: A	35864	36886	37941	39039	40139	41237	42062
B	36671	37716	38795	39917	41042	42165	43008
C	37551	38621	39726	40875	42027	43177	44040
D	38490	39587	40719	41897	43078	44256	45141

SI-02

From: \$	42178	43452	44732	46005	46926
To: A	43232	44538	45850	47155	48099
B	44205	45540	46882	48216	49181
C	45266	46633	48007	49373	50361
D	46398	47799	49207	50607	51620

SI-03

From: \$	46046	47418	48785	50151	51154
To: A	47197	48603	50005	51405	52433
B	48259	49697	51130	52562	53613
C	49417	50890	52357	53823	54900
D	50652	52162	53666	55169	56273

SI-04

From: \$	49758	51329	52890	54468	55558
To: A	51002	52612	54212	55830	56947
B	52150	53796	55432	57086	58228
C	53402	55087	56762	58456	59625
D	54737	56464	58181	59917	61116

SI-05

From: \$	55999	57815	59624	61446	62675
To: A	57399	59260	61115	62982	64242
B	58690	60593	62490	64399	65687
C	60099	62047	63990	65945	67263
D	61601	63598	65590	67594	68945

SI-06

From: \$	62778	64864	66948	69039	70420
To: A	64347	66486	68622	70765	72181
B	65795	67982	70166	72357	73805
C	67374	69614	71850	74094	75576
D	69058	71354	73646	75946	77465

SI-07

From: \$	70924	73224	75441	77650	79202
To: A	72697	75055	77327	79591	81182
B	74333	76744	79067	81382	83009
C	76117	78586	80965	83335	85001
D	78020	80551	82989	85418	87126

SI-08

From: \$	78483	80986	83486	85997	87716
To: A	80445	83011	85573	88147	89909
B	82255	84879	87498	90130	91932
C	84229	86916	89598	92293	94138
D	86335	89089	91838	94600	96491

APPENDIX "A"

ST - SECRETARIAL, STENOGRAPHIC AND TYPING GROUPS

ANNUAL RATES OF PAY
(in dollars)

- A: Effective January 1, 2003**
- B: Effective January 1, 2004**
- C: Effective January 1, 2005**
- D: Effective January 1, 2006**

SUB-GROUP: OFFICE COMPOSING EQUIPMENT OPERATOR

ST-OCE-01

From: \$	25469	26118	26769	27410	28057	28701
To: A	26106	26771	27438	28095	28758	29419
B	26693	27373	28055	28727	29405	30081
C	27334	28030	28728	29416	30111	30803
D	28017	28731	29446	30151	30864	31573

ST-OCE-01 (cont'd)

From: \$	29352	29995	30643	31294
To: A	30086	30745	31409	32076
B	30763	31437	32116	32798
C	31501	32191	32887	33585
D	32289	32996	33709	34425

ST-OCE-02

From: \$	30495	31248	32038	32831
To: A	31257	32029	32839	33652
B	31960	32750	33578	34409
C	32727	33536	34384	35235
D	33545	34374	35244	36116

ST-OCE-03

From: \$	33270	34168	35067	35972
To: A	34102	35022	35944	36871
B	34869	35810	36753	37701
C	35706	36669	37635	38606
D	36599	37586	38576	39571

APPENDIX "A"

ST - SECRETARIAL, STENOGRAPHIC AND TYPING GROUPS

ANNUAL RATES OF PAY
(in dollars)

- A: Effective January 1, 2003
- B: Effective January 1, 2004
- C: Effective January 1, 2005
- D: Effective January 1, 2006

SUB-GROUP: SECRETARY

ST-SCY-01

From: \$	26547	27291	28036	28783	29524	30274
To: A	27211	27973	28737	29503	30262	31031
B	27823	28602	29384	30167	30943	31729
C	28491	29288	30089	30891	31686	32490
D	29203	30020	30841	31663	32478	33302

ST-SCY-01 (cont'd)

From: \$	31019	31763	32239	32996	33780	34566
To: A	31794	32557	33045	33821	34625	35430
B	32509	33290	33789	34582	35404	36227
C	33289	34089	34600	35412	36254	37096
D	34121	34941	35465	36297	37160	38023

ST-SCY-02

From: \$	33879	34761	35643	36519
To: A	34726	35630	36534	37432
B	35507	36432	37356	38274
C	36359	37306	38253	39193
D	37268	38239	39209	40173

ST-SCY-03

From: \$	35097	36103	37121	38122
To: A	35974	37006	38049	39075
B	36783	37839	38905	39954
C	37666	38747	39839	40913
D	38608	39716	40835	41936

ST-SCY-04

From: \$	37726	38878	40025	41158
To: A	38669	39850	41026	42187
B	39539	40747	41949	43136
C	40488	41725	42956	44171
D	41500	42768	44030	45275

PAY NOTES

- (A) PAY INCREMENTS - GENERAL** (See PAY INCREMENTS - SPECIFIC notes for exceptions)

Pay Increments for Full-Time and Part-Time Employees

- I - (a) The pay increment period for all employees is twelve (12) months.
- (b) The pay increment date for employees appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service on or after the date of signing of this Agreement shall be the anniversary date of such appointment.
- (c) For employees appointed prior to the date of signing of this Agreement their anniversary date will be the date on which the employees received their last pay increment.

- (B) PAY INCREMENTS - SPECIFIC (I): TIRL level (EG, GT)**

Pay Increments for Full-Time and Part-Time Employees

- 2. (a) The pay increment period for all employees is six (6) months.
- (b) For employees being paid at a TIRL level, the pay increment shall be to a rate which is four hundred dollars (\$400) 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 Technological Institute Recruiting Level on January 1, 2003, January 1, 2004, January 1, 2005 or January 1, 2006 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 no 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 January 1, 2003, January 1, 2004, January 1, 2005 or January 1, 2006, as applicable, the employee shall be granted the increment prior to the employee's transfer.

- (C) PAY INCREMENTS - SPECIFIC (II): Performance Pay Levels (AS-08, PM-07)**

- 3. Pay increases within the performance pay level 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 one thousand dollars (\$1,000) for the performance pay ranges provided the maximum of the range is not exceeded.

(D) RESTRUCTURING

4. **AS-01 to AS-06, IS-01 to IS-05, PM-01 to PM-05** - Effective January 1, 2003, all employees will move to the "rate of pay in the X scale of rates at the rate shown immediately below his or her former rate. If no such rate exists, which is the case for a PM-01 paid at the minimum, he/she is to move to the rate of pay in the "X" scale shown immediately to the right.
5. **AS-07** - Effective January 1, 2003, all employees will move to the "X" scale of rates at the rate shown immediately below his or her former rate. If there is no such rate, the employee will be paid at the closest rate, but not lower than the employees former rate of pay.
6. **IS-06** - Effective January 1, 2003, all employees will move to the "X" scale of rates at the rate shown immediately below his or her former rate. If there is no such rate, the employee will be paid at the closest rate, but not lower than the employees former rate of pay. Employees who have been at the maximum of the IS-06 level for more than 12 months on January 1, 2003, will move to the next rate in the "X" scale of rates effective January 1, 2003.
7. **PM-06** - Effective January 1, 2003, employees at the PM-06 levels will move to the "X" scale of rates at the rate shown immediately below his or her former rate. Employees who have been at the maximum of the PM-06 level for more than 12 months on January 1, 2003, will move to the next rate in the "X" scale of rates effective January 1, 2003.
8. **FI Group** - Effective January 1, 2003, all employees will move to the "X" scale of rates at the rate shown immediately below his or her former rate. Employees at the FI-03 and FI-04 levels who have been at the maximum of their level for at least twelve (12) months on January 1, 2003 shall move to the new maximum as of January 1, 2003.

(E) ECONOMIC INCREASES

9. An employee shall, on the relevant effective dates of adjustment to rates of pay, be paid in the "A", "B", "C" or "D" scales of rates at the rate shown immediately below his or her former rate.
10. An employee being paid at a Technological Institute Recruitment Level, shall be paid, effective January 1, 2003 at a rate within the "A" range shown in Appendix "A" which is two decimal five percent (2.5%) higher than his or her former rate of pay.
11. An employee being paid at a Technological Institute Recruitment Level, shall be paid, effective January 1, 2004 at a rate within the "B" range shown in Appendix "A" which is two decimal two five percent (2.25%) higher than his or her former rate of pay.
12. An employee being paid at a Technological Institute Recruitment Level, shall be paid, effective January 1, 2005 at a rate within the "C" range shown in Appendix "A" which is two decimal four percent (2.4%) higher than his or her former rate of pay.
13. An employee being paid at a Technological Institute Recruitment Level, shall be paid, effective January 1, 2006 at a rate within the "D" range shown in Appendix "A" which is two decimal five percent (2.5%) higher than his or her former rate of pay.

14. An employee who on January 1, 2003, was paid at level AS-O8 or PM-07, shall be paid on January 1, 2003, within the "A" performance pay range at a rate of pay which is two decimal five percent (2.5%) higher than his or her former rate of pay.
15. An employee who on January 1, 2004, was paid at level AS-O8 or PM-07, shall be paid on January 1, 2004, within the "B" performance pay range at a rate of pay which is two decimal two five percent (2.25%) higher than his or her former rate of pay.
16. An employee who on January 1, 2005, was paid at level AS-O8 or PM-07, shall be paid on January 1, 2005, within the "C" performance pay range at a rate of pay which is two decimal four percent (2.4%) higher than his or her former rate of pay.
17. An employee who on January 1, 2006, was paid at level AS-O8 or PM-07, shall be paid on January 1, 2006, within the "D" performance pay range at a rate of pay which is two decimal five percent (2.5%) higher than his or her former rate of pay.

(F) GLAND GS GROUPS - PAY ADJUSTMENTS

18. **Zone Reduction** - zone 1 remains the same; former zone 2 (Atlantic and Quebec) and former zone 3 (Ontario) are combined to become new zone 2 with Ontario rates of pay; former zone 4 (Manitoba, Saskatchewan, Alberta) becomes new zone 3.

New Zone 1 - Effective January 1, 2003, all GL's and GS's in zone 1 will move to the "X" scale of rates at the rate shown immediately below his or her former rate.

New Zone 2 - Effective January 1, 2003, all GL's and GS's in the former zone 2 (Atlantic and Quebec) will move to the "X" scale of rates at the rate shown immediately below his or her former rate.

- Effective January 1, 2003, all GL's and GS's in the former zone 3 (Ontario) will move to the "X" scale of rates in the new Zone 2.

New Zone 3 - Effective January 1, 2003, all GL's and GS's in the former zone 4 (Manitoba, Saskatchewan, Alberta) will move to the "X" scale of rates in the new Zone 3.

19. **Economic Increases and Restructuring**

- Effective January 1, 2003, all employees will move to the "A" scale of rates at the rate shown immediately below his or her former rate (economic increase).

- Effective January 1, 2003, all employees will move to the "Y" scale of rates at the rate shown immediately below his or her former rate (restructuring)

- An employee shall, on the relevant effective dates of adjustment to rates of pay, be paid in the "B", "C" or "D" scales of rates at the rate shown immediately below his or her former rate.

APPENDIX "B"

Canadian Food Inspection Agency Employment Transition Policy

General

Application

This Appendix applies to all indeterminate employees represented by the Public Service of Canada for whom the Canadian Food Inspection Agency (hereinafter known as the Agency) is the Employer.

Collective Agreement

This Appendix is deemed to form part of all the collective agreements between the parties and employees are to be afforded ready access to it.

Notwithstanding Article 22 (Job Security) of the collective agreement, in the event of conflict between the present Employment Transition Appendix and that Article, the present Employment Transition Policy will take precedence.

Effective Date

This Appendix is effective on the date of signing. This Appendix is deemed to expire December 31, 2006.

Policy

It is the policy of the Canadian Food Inspection Agency to maximize employment opportunities for indeterminate employees facing employment transition 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.

Reasons for the occurrence of employment transition situations include, but are not limited to, expenditure constraints, new legislation, program changes, reorganization, technological change, productivity improvement, elimination or reduction of programs or operations in one or more locations, relocation, and, decentralization. These situations may result in a lack of work or discontinuance of function.

Indeterminate employees whose services will no longer be required because of an employment transition situation and for whom the President knows or can predict employment availability will receive a guarantee of a reasonable job offer within the Agency. Those employees for whom the President cannot provide the guarantee will have access to the transitional employment options as per Part VI of this Appendix.

Definitions

Accelerated lay-off (mise en disponibilité) - occurs when a surplus employee makes a request to the President, in writing, to be laid off at an earlier date than that originally scheduled, and the President concurs. Lay-off entitlements begin on the actual date of lay-off.

Affected employee (fonctionnaire touché) - is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of an employment transition situation.

Agency (Agence) - means the Canadian Food Inspection Agency as defined in Schedule I, Part II of the Public Service Staff Relations Act and the several positions in or under the jurisdiction of the Canadian Food Inspection Agency for which the Agency has the sole authority to appoint.

Alternation (échange de postes) - occurs when an opting employee, not a surplus employee, who wishes to remain in the Agency exchanges positions with a non-affected employee (the alternate) willing to leave the Agency with a Transition Support Measure or with an Education Allowance.

Education Allowance (indemnité d'étude) - is one of the options provided to an indeterminate employee affected by a normal employment transition situation for whom the President cannot guarantee a reasonable job offer. The Education Allowance is a cash payment, equivalent to the Transitional Support Measure (see Annex A), plus a reimbursement of tuition from a recognized learning institution, book and mandatory equipment costs, up to a maximum of seven thousand dollars (\$7,000).

Employment Transition (transition en matière d'emploi) - is a situation that occurs when the President 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 or the discontinuance of a function within the Agency. Such situations may arise for reasons including but not limited to those identified in the Policy section above.

Guarantee of a reasonable job offer (garantie d'une offre d'emploi raisonnable) - is a guarantee of an offer of indeterminate employment within the Agency provided by the President to an indeterminate employee who is affected by an employment transition situation. The President 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 within the Agency. Surplus employees in receipt of this guarantee will not have access to the Options available in Part VI of this Appendix.

Laid off person (personne mise en disponibilité) - is a person who has been laid off pursuant to section 13 of the Canadian *Food Inspection Act* and who still retains a re-appointment priority in accordance with staffing and other related policies of the Canadian Food Inspection Agency.

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 notice period is included in the surplus period.

Lay-off priority (priorité de mise en disponibilité) - a person who has been laid off is entitled to a priority for appointment to a position in the Agency for which, in the opinion of the President, he or she is qualified. An appointment of an employee with this priority is excluded from the Agency Staffing Complaint Policy. This priority is accorded for one (1) year following the lay-off date.

Reasonable job offer (offre d'emploi raisonnable) - is an offer of indeterminate employment within the Agency, 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 National Joint Council Travel Directive.

Opting employee (fonctionnaire optant) - is an indeterminate employee whose services will no longer be required as a result of an employment transition situation and who has not received a guarantee of a reasonable job offer from the President and who has ninety (90) days to consider the Options contained in Part 6.3 of this Appendix.

Pay (rémunération) - has the same meaning as "rate of pay" in the employee's collective agreement.

President (président(e)) - has the same meaning as in the definition of "President" set out in section 6 of the *Canadian Food Inspection Agency Act*, and also means his or her official designate.

Priority administration system (système d'administration des priorités) - is a system designed by the Agency to facilitate appointments of individuals entitled to priority status as a result of this Appendix or other staffing and related policies of the Canadian Food Inspection Agency.

Re-instatement priority (priorité de réintégration) - is an appointment priority accorded 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. An appointment of an employee with this priority is excluded from the Agency Staffing Complaint Policy.

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

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

Retraining (récyclage) - 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 Agency.

Surplus employee (fonctionnaire excédentaire) - is an indeterminate employee who has been provided a formal written notice by the President declaring him or her surplus.

Surplus priority (priorité de fonctionnaire excédentaire) - is a priority for an appointment accorded to surplus employees to permit them to be appointed to other positions in the Agency. An appointment of an employee with this priority is excluded from the Agency Staffing Complaint Policy.

Surplus status (statut de fonctionnaire 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 employee resigns.

Transition Support Measure (mesure de soutien à la transition) - is one of three options provided to an opting employee for whom the President cannot guarantee a reasonable job offer. The Transition Support Measure is a cash payment based on the opting employee's years of service

in the Agency, as per Annex "A". Years of service is the combined years of service in the Public Service immediately prior to appointment to the Agency plus years of service with the Agency.

Twelve-month surplus priority period in which to secure a reasonable job offer (Priorité de fonctionnaire excédentaire d'une durée de douze mois pour trouver une offre d'emploi raisonnable travail) - is one of three options provided to an opting employee for whom the President cannot guarantee a reasonable job offer.

Enquiries

Enquiries about this Appendix should be referred to the employee's bargaining agent, or to the Human Resource Advisor serving the employee's work site. Human Resource Advisors serving the employee's work site may, in turn, direct questions regarding the application of this Appendix to the Labour Relations Division of Human Resources of the Agency.

Enquiries by employees pertaining to entitlements to a priority for appointment or to their status in relation to the priority appointment process should be directed to the Human Resource Advisor serving the employee's work site.

Part I

Roles and responsibilities

1.1 Agency

- 1.1.1** Since indeterminate employees who are affected by employment transition situations are not themselves responsible for such situations, it is the responsibility of the Agency to ensure that they are treated equitably and, wherever possible, given every reasonable opportunity to continue their careers as Agency employees.
- 1.1.2** The Agency shall carry out effective human resource planning to minimize the impact of employment transition situations on indeterminate employees and on the Agency.
- 1.1.3** The Agency shall establish joint Union/Management employment transition committees, where appropriate, to consult on employment transition situations within the Agency.
- 1.1.4** The Agency shall co-operate to the extent possible with other employers in its efforts to market surplus employees and laid-off persons.
- 1.1.5** The Agency shall establish systems to facilitate appointment of the Agency's affected employees, surplus employees, and laid-off persons.
- 1.1.6** When the President determines that the services of an employee are no longer required beyond a specified date due to an employment transition, the President shall provide the employee with a written notification to that effect. Such a communication shall also indicate if the employee:

- (a) is being provided a guarantee of a reasonable job offer from the President and that the employee will be in surplus status for that date on; or
- (b) is an opting employee and has access to the Options provided in section 6.3 of this Appendix as the employee is not in receipt of a guarantee of a reasonable job offer from the President.

Where applicable, written communication should also provide information relating to the employee's possible lay-off date.

- 1.1.7** The President will be expected to provide a guarantee of a reasonable job offer to those employees subject to an employment transition situation for whom they know or can predict employment availability within the Agency.
- 1.1.8** Where the President cannot provide a guarantee of a reasonable job offer, the President will provide ninety (90) days to opting employees to consider the three (3) Options outlined in Part VI of this Appendix before a decision is required of them. If the opting employee fails to select an option no later than the ninetieth (90th) day, the employee will be deemed to have selected Option (a); that is, the twelve-month surplus priority period in which to secure a reasonable job offer.
- 1.1.9** The President 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** The Agency shall advise and consult with the bargaining agent representatives as completely as possible regarding any employment transition situation as soon as possible after the decision has been made and throughout the process. The Agency will make available to the bargaining agent the name and work location of affected employees.
- 1.1.11** A recommendation will be provided to the President when an employee is not considered suitable for appointment. The Agency shall advise the employee and his or her bargaining agent of that recommendation. The Agency shall provide to the employee a copy of the written recommendation provided to the President, indicating the reasons for the recommendation together with any enclosures. The Agency shall also advise the employee that he or she may make oral or written submissions about the matter to the President prior to a decision being taken. Where the President does not accept the recommendation, he or she shall provide the surplus period required under this Appendix, beginning on the date the employee is advised of the decision.
- 1.1.12** The President shall decide whether employees are suitable for appointment. Where the President decides that an employee is not suitable, he or she shall advise the employee and his or her representative of the decision as to whether the employee is entitled to a surplus and lay-off priority. The President shall also inform the bargaining agent of this decision.
- 1.1.13** The Agency shall provide an employee with a copy of this Appendix simultaneous with the official notification to an employee to whom this Appendix applies that he or she has become subject to an employment transition situation.

- 1.1.14** The Agency is responsible for counseling and advising their affected employees on their opportunities of finding continuing employment within the Agency.
- 1.1.15** The Agency shall apply this Appendix so as to keep actual involuntary lay-offs to a minimum.
- 1.1.16** 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. The Agency shall avoid appointment to a lower level except where all other avenues have been exhausted.
- 1.1.17** The Agency shall appoint as many of their own surplus employees or laid-off persons as possible, or identify alternative positions (both actual and anticipated) for which individuals can be retrained.
- 1.1.18** Relocation of surplus employees or laid-off persons shall be undertaken to enable their appointment to an alternate position, providing that:
- (a) there are no available priority persons who are qualified and interested in the position being filled;
 - or
 - (b) there are no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.
- 1.1.19** The cost of travelling to interviews for possible appointments within the Agency and of relocation to a new location shall be borne by the Agency. Such costs shall be consistent with the National Joint Council Travel and Relocation - IRP Directives, as amended from time to time.
- 1.1.20** For the purposes of the National Joint Council Relocation - IRP 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.
- 1.1.21** For the purposes of the National Joint Council Travel Directive, laid-off persons travelling to interviews for possible appointment within the Agency are deemed to be "other persons travelling on Agency business".
- 1.1.22** The Agency shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position under this Appendix.
- 1.1.23** The Agency shall review the use of private temporary personnel, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, the Agency shall not re-engage such temporary 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.
- 1.1.24** Nothing in this Appendix shall restrict the employer's right to engage or appoint persons to meet short-term, non-recurring requirements.

- 1.1.25** The President may authorize the accelerated lay-off of an employee at a date earlier than originally scheduled when a surplus employee makes such a request in writing.
- 1.1.26** The Agency shall provide surplus employees with a lay-off notice at least one (1) month before the proposed lay-off date, if appointment efforts have been unsuccessful.
- 1.1.27** When a surplus employee refuses a reasonable job offer, he or she shall be subject to lay-off one (1) month following the refusal, but not before six (6) months after the surplus declaration date.
- 1.1.28** The Agency will presume that each employee wishes to be appointed to an alternative position unless the employee indicates the contrary in writing.
- 1.1.29** The Agency 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 such issues as the following:
- (a) the employment transition situation and its effect on that individual;
 - (b) the employment transition Appendix;
 - (c) the Agency'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 Agency, how the employee can obtain job information and prepare for an interview, etc.);
 - (d) preparation of a curriculum vitae or resume;
 - (e) the employees' rights and obligations;
 - (f) the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
 - (g) alternatives or opportunities 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);
 - (h) 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;
 - (i) repeat counseling as long as the individual is entitled to a staffing priority and has not been appointed;

- (j) the Human Resources and Skills Development Canada Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible):
 - (k) preparation for interviews with prospective employers; and
 - (l) advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity.
- 1.1.30** The Agency shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by the employee and the appropriate manager.
- 1.1.31** 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 the President accepts the employee's resignation in writing.
- 1.1.32** Severance pay and other benefits flowing from other clauses in collective agreements are separate from, and in addition to, those in this Appendix.
- 1.1.33** The Agency shall establish and modify staffing policies and procedures to ensure the most effective and efficient means of maximizing the appointment of surplus employees and laid-off persons.
- 1.1.34** The President shall temporarily restrict or suspend any authority delegated to managers to make appointments in specified occupational groups when the President determines such action is necessary.
- 1.1.35** The Agency shall actively market surplus employees and laid-off persons to all appropriate managers unless the individuals have advised the President in writing that they are not available for appointment.
- 1.1.36** The Agency shall determine, to the extent possible, the occupations for which there are skill shortages for which surplus employees or laid-off persons could be retained,
- 1.1.37** The Agency shall provide information directly to the bargaining agent on the numbers and status of their members who are in the Agency Priority Administration System, through reports to the Public Service Alliance of Canada.
- 1.1.38** The Agency shall, wherever possible, ensure that reinstatement priority is given to all employees who are subject to salary protection as a result of action taken pursuant to this Appendix.
- 1.1.39** (a) For the priority period, in cases where an offer of indeterminate employment is provided to a surplus or laid off employee by a co-operating Employer (paragraph 1.1.4), the payment of salary **costs** and other authorized costs such as tuition, travel, relocation and retraining for surplus employees and laid off persons, as provided for in the various collective agreements and directives; all authorized costs of termination; and salary protection upon lower level appointment shall be regulated by the relevant co-operating Employer agreement in effect between the Agency and a co-operating Employer.

- (b) The relevant agreement establishing the co-operating Employer relationship between the Agency and a co-operating Employer will apply to the payment of the costs listed in 1.1.39(a) in situations where a surplus employee is appointed by a co-operating Employer to a term position and the co-operating Employer will become the official employer no later than one (1) year from the date of such an appointment.

1.1.40 The Agency is responsible for making the appropriate referrals and may recommend retraining where it would facilitate appointment.

1.1.41 The Agency shall inform, in a routine and timely manner, a surplus employee or laid-off person, and a representative of his or her bargaining agent, when he or she has been referred for consideration but will not be offered the position. The Agency shall include full details of why he or she will not be appointed to or retained for that position.

1.2 Employees

1.2.1 Employees have the right to be represented by their bargaining agent in the application of this Appendix.

1.2.2 Employees who are directly affected by employment transition 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 the Agency, unless they have advised the Agency, in writing, that they are not available for appointment either at all or subject to limitations detailed in the employee's response.
- (b) seeking information regarding their entitlements and obligations;
- (c) providing accurate and current information to the Agency, in a timely fashion, to assist in appointment activities (including curriculum vitae or resumes);
- (d) ensuring that they can be easily contacted by the Agency;
- (e) ensuring they attend appointments related to referrals;
- (f) seriously considering employment opportunities within the Agency presented to them including but not limited to retraining and relocation possibilities, specified period appointments and lower-level appointments.

1.2.3 Opting employees are responsible for:

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

Part II

Official Notification

- 2.1** In any employment transition situation which is likely to involve ten (10) or more indeterminate employees covered by this Appendix, the President shall inform, in writing and in confidence, the President of the Public Service Alliance of Canada or their delegate not less than forty-eight **(48)** hours before any employment transition situation is announced. 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, the Agency 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 an employment transition situation.
- 3.1.2** Following written notification, employees must indicate, within a period of three (3) months, their intention to move. If the employee's intention is not to move with the relocated position, the President 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 1.1.18 to 1.1.20.
- 3.1.4** Although the Agency will endeavor to respect employee location preferences, nothing precludes the Agency from offering the relocated position to employees in receipt of a guarantee of a reasonable job offer, 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 appointment of affected employees, surplus employees and laid-off persons, the Agency shall make every reasonable effort to re-train such persons for:

(a) existing vacancies,

or

(b) anticipated vacancies identified by management.

4.1.2 The Agency shall be responsible for identifying situations where re-training can facilitate the appointment of surplus employees and laid-off persons; however, this does not preclude the employee's obligation to assist in their own marketing and the identification of employment options including but not limited to re-training possibilities.

4.1.3 Subject to the provisions of 4.1.2, the President shall approve up to two (2) years of re-training.

4.2 Surplus employees

4.2.1 A surplus employee is eligible for re-training providing:

(a) re-training 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 Agency is responsible for ensuring that an appropriate re-training plan is prepared and is agreed to in writing by the employee and the appropriate manager.

4.2.3 Once a re-training plan has been initiated, its continuation and completion are subject to the on-going successful performance by the employee at a learning institution or on-going satisfactory performance if the training is "on-the-job".

4.2.4 While on re-training, a surplus employee continues to be employed by the Agency and is entitled to be paid in accordance with his or her current appointment.

4.2.5 When a re-training plan has been approved, the proposed lay-off date shall be extended to the end of the re-training period, subject to 4.2.3.

4.2.6 An employee, unsuccessful in re-training, 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 Subject to the President's approval, a laid-off person shall be offered re-training, providing:

- (a) re-training is needed to facilitate the appointment of the individual to a specific vacant position;
- (b) the individual meets the minimum requirements for appointment to the group concerned;
- (c) there are no other available persons with a priority who qualify for the position;
- and
- (d) the Agency cannot justify a decision not to re-train the individual.

4.3.2 When an individual is made an offer conditional on the successful completion of re-training, a re-training plan reviewed by the President shall be included in the letter of conditional offer. If the individual accepts the conditional offer, upon successful completion of re-training, he or she will be appointed on an indeterminate basis to that 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 of this Appendix.

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 their collective agreement, or, in the absence of such provisions, the appropriate provisions of the Agency's Policy 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 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** The President 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. 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 the President have ninety (90) days from the date they receive written notice that they are an opting employee to consider and decide among the three Options below.
- 6.1.3** The opting employee must choose, in writing, one of the three (3) Options of section 6.3 of this Appendix within the ninety (90) day opting period. The employee cannot change Options once having made a written choice.
- 6.1.4** If the employee fails to select an Option within the ninety (90) day window as specified in paragraph 6.1.2, the employee will be deemed to have selected Option (a), the twelve-month surplus priority period in which to secure a reasonable job offer.
- 6.1.5** If a reasonable job offer which does not require a relocation is made at any time during the ninety (90) day opting period and prior to the written acceptance of either the twelve-month surplus priority period, the Transition Support Measure or the Education Allowance Option, the employee becomes ineligible for the Transition Support Measure, the pay-in-lieu of unfulfilled surplus period or the Education Allowance.

6.2 Alternation

- 6.2.1** The Agency will participate in an alternation process.
- 6.2.2** An alternation occurs when an opting employee who wishes to remain in the Agency exchanges positions with a non-affected employee (the alternate) willing to leave the Agency under the terms of paragraph 6.3.1(b) or (c) in Part VI of this Appendix.
- 6.2.3** Subject to paragraph 6.2.2, only an opting employee, not a surplus employee, may alternate into an indeterminate position that remains within the Agency.
- 6.2.4** An indeterminate employee wishing to leave the Agency 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 on-going needs of the position and the Agency.
- 6.2.5** An alternation must permanently eliminate a function or a position.
- 6.2.6** The opting employee moving into the unaffected position must meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position, except

if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five (5) days of the alternation.

- 6.2.7** An alternation should normally occur between employees at the same group and level. When the two (2) positions are not 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 percent (6%) higher than the maximum rate of pay for the lower paid position.
- 6.2.8** An alternation must occur on a given date. The two (2) employees involved directly exchange positions on that given date. There is no provision in alternation for a "domino" effect or for "future considerations".

6.3 Options

6.3.1 Only opting employees 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. Employees who choose or are deemed to have chosen this Option are surplus employees.

When a surplus employee who has chosen, or is deemed to have chosen, Option (a) offers to resign before the end of the twelve-month surplus priority period, the President may authorize a lump-sum payment equal to the surplus employee's regular pay for the balance of the surplus period, up to a maximum of six (6) months. The amount of the lump sum payment for the pay-in-lieu cannot exceed the maximum of that which he or she would have received had they chosen Option (b) - Transition Support Measure.

The Agency will make every reasonable effort to market a surplus employee within the employee's surplus period and within his or her preferred area of mobility.

or

- (b) Transition Support Measure (TSM) is a cash payment based on the employee's combined years of service with the Agency (see Annex A) made to an opting employee. Years of service is the combined years of service in the Public Service immediately prior to appointment to the Agency plus years of service with the Agency. Employees choosing this Option must resign but will be considered to be laid-off for purposes of severance pay.

or

- (c) Education Allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than seven thousand dollars (\$7,000) for reimbursement of receipted expenses of an opting employee for

tuition from a learning institution and costs of books and mandatory equipment. Employees choosing Option (c) could either:

- (i) resign from the Agency but be considered to be laid-off for severance pay purposes on the date of their departure;

or

- (ii) delay their departure date and go on leave without pay for a maximum period of two (2) years, while attending the learning institution. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period. During this period, employees could continue to be Public Service benefit plan members and contribute both employer and employee shares to the benefits plans and the Public Service Superannuation Plan. At the end of the two (2) year leave without pay period, unless the employee has found alternate employment in the Agency, the employee will be laid off.

- 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 Employment Transition Appendix.
- 6.3.4 In the cases of pay-in-lieu of unfulfilled surplus period, and Option (b) and Option (c)(i), the employee relinquishes any priority rights for appointment upon acceptance of his or her resignation.
- 6.3.5 Employees choosing Option (c)(ii) who have not provided the Agency with a proof of registration from a learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from the Agency, and be considered to be laid-off for purposes of severance pay.
- 6.3.6 Opting employees who choose Option (b) or Option (c) above will be entitled to up to three hundred and eighty-five dollars (\$385) for receipted expenses incurred in obtaining financial planning advice.
- 6.3.7 An opting employee who has received pay-in-lieu of unfulfilled surplus period, a TSM or an Education Allowance and is re-appointed to that portion of the Public Service of Canada specified from time to time in Schedule I, Part I or II 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 President shall ensure that pay-in-lieu of unfulfilled surplus period is only authorized where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during the unfulfilled surplus period.
- 6.3.9 If a surplus employee who has chosen, or is deemed to have chosen, Option (a) refuses a reasonable job offer at any time during the twelve (12) month surplus priority period, the employee is ineligible for pay-in-lieu of unfulfilled surplus period.

6.3.10 Approval of pay-in-lieu of unfulfilled surplus period is at the discretion of management, but shall not be unreasonably denied.

6.4 Retention payment

6.4.1 There are two (2) situations in which an employee may be eligible to receive a retention payment. These are total facility closures and relocation of work units.

6.4.2 All employees accepting retention payments must agree to leave the Agency 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 or Part II of the *Public Service Staff Relations Act*, or is hired by the new employer within the six (6) months immediately following his or her resignation, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the lump sum was paid.

6.4.4 The provisions of 6.4.5 shall apply in total facility closures where Agency jobs are to cease, and:

(a) such jobs are in remote areas of the country;

or

(b) re-training and relocation costs are prohibitive;

or

(c) prospects of reasonable alternative local employment (whether within or outside the Agency) are poor.

6.4.5 Subject to 6.4.4, the President shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the Agency to take effect on that closure date, a sum equivalent to six (6) months' pay payable upon the day on which the Agency 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 Agency work units:

(a) are being relocated;

and

(b) when the President 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 President shall pay to each employee who is asked to remain until the relocation of the work unit and offers a resignation from the Agency to take effect on the relocation date, a sum equivalent to six (6) months' pay payable upon the day on which the Agency operation relocates, provided the employee has not separated prematurely.

ANNEX "A"

YEARS OF SERVICE	TRANSITION SUPPORT MEASURE (TSM)
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

ANNEX "A" (Continued)

26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37
35	34
36	31
37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	07
45	04

For indeterminate seasonal and part-time employees, the TSM will be pro-rated in the same manner as severance pay under the terms of the collective agreement. Severance pay provisions of the collective agreements are in addition to the TSM.

APPENDIX "C"

VACATION CONVERSION TABLE

A. The following Table applies to employees working a thirty-seven decimal five (37.5) hour week

Annual Days	Annual Hours	Days per Month	Monthly Hours
15	112.5	1.250	9.375
20	150.0	1.667	12.500
22	165.0	1.833	13.750
23	172.5	1.917	14.375
25	187.5	2.083	15.625
27	202.5	2.250	16.875
30	225.0	2.500	18.750

B. The following Table applies to employees working a forty (40) hour week

Annual Days	Annual Hours	Days per Month	Monthly Hours
15	120.0	1.250	10.000
20	160.0	1.667	13.333
22	176.0	1.833	14.667
23	184.0	1.917	15.333
25	200.0	2.083	16.667
27	216.0	2.250	18.000
30	240.0	2.500	20.000

APPENDICE "D"

March 09, 2005

Mr. Michael McNamara
Negotiator
Public Service Alliance of Canada
233 Gilmour Street
Ottawa, ON K2P 0P2

Dear Mr. McNamara:

Subject: Collective Agreement between the Public Service Alliance of Canada (PSAC) and
the Canadian Food Inspection Agency (CFIA)

The following amendments have been made to the rates of pay for the Public Service Alliance of Canada Bargaining Unit collective agreement:

1. Removal of rates of pay for certain groups/sub-groups
 - (a) Data Processing (DA) Group
Data Production (DA-PRO) Sub-Group
 - (b) General Labour and Trades (GL) Group
Construction Inspection (GL-COI) Sub-Group
 - (c) Library Science (LS) Group
 - (d) Administrative Services (AS) Group
AS - Technological Institute Recruitment Level
AS - Development
 - (e) Financial Management (FI) Group
FI Developmental
 - (f) Programme Administration (PM) Group
PM - Technological Institute Recruitment Level
PM - Development
PM -1A Level
 - (g) Secretarial, Stenographic and Typing (ST) Group
Typist (ST-TYP) Sub-Group

2. Addition of rates of pay to the GL Group

- (a) General Labour and Trades (GL) Group
Instrument Maintaining (GL-INM) Sub-Group

This Letter of Understanding will expire on December 31, 2006.

Yours sincerely,

Line Caissie
Manager
Collective Bargaining and Compensation

Received and Accepted By:

Michael ...
Negotiator
Public Service Alliance of Canada

APPENDICE "D"

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PM - Development
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Instrument Maintaining (GL-INM) Sub-Group

This Letter of Understanding will expire on December 31, 2006.

Yours sincerely,



Line Caissie
Manager
Collective Bargaining and Compensation

Received and Accepted By:



Michael McNamara
Negotiator
Public Service Alliance of Canada

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