Agreement between

The Parks Canada Agency

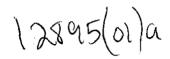
and

The Public Service Alliance of Canada

Expiry date: August 4, 2007



Cette convention collective est disponible également en français.



TABL	E OF	CON	TENTS	

<u>Article</u>	<u>Subject</u>	<u>Page</u>
PARTI-	GENERAL	1
1	PURPOSE AND SCOPE OF AGREEMENT	2
**2	INTERPRETATION AND DEFINITIONS	2
3	APPLICATION	5
4	PRECEDENCE OF LEGISLATION AND THE COLLECTIVE AGREEMENT	5
5	MANAGEMENT RIGHTS	5
6	AGENCY POLICIES	5
7	DENTAL CARE PLAN	6
	UNION SECURITY AND STAFF	7
8	RECOGNITION	8
9	INFORMATION	8
10	CHECK-OFF	8
11	USE OF AGENCY FACILITIES	9
**12	EMPLOYEE REPRESENTATIVES	9
**13	LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS	10
**14	EMPLOYEES ON PREMISES OF OTHER EMPLOYERS,	13
**15	DISCIPLINE	13
**16	GRIEVANCE PROCEDURE	14
17	NO DISCRIMINATION AND SEXUAL HARASSMENT	17
18	JOINT CONSULTATION	18
**19	HEALTH & SAFETY	18
20	JOB SECURITY	19
21	TECHNOLOGICAL CHANGE	19

PARTIII -	WORKING CONDITIONS	21
**22	HOURS OF WORK	22
**23	SHIFT PREMIUMS	27
**24	OVERTIME	27
**25	CALL BACK AND REPORTING PAY	29
26	STANDBY	31
**27	DESIGNATED PAID HOLIDAYS	31
28	RELIGIOUS OBSERVANCE	33
**29	TRAVELLING TIME	34
30	NOTICE <b>OF</b> TRANSFER	36
PART IV -	LEAVE PROVISIONS	37
31	LEAVE GENERAL	38
**32	VACATION LEAVE WITH PAY	39
**33	SICK LEAVE WITH PAY	44
**34	COMPENSATORY LEAVE WITH PAY	46
**35	MEDICALAPPOINTMENT FOR PREGNANT EMPLOYEES	47
36	INJURY-ON-DUTY LEAVE	47
**37	MATERNITY AND PARENTAL LEAVE WITHOUT PAY	47
38	MATERNITY-RELATED REASSIGNMENT OR LEAVE	52
39	LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY	53
**40	LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES	54
41	LEAVE WITHOUT PAY FOR PERSONAL NEEDS	55
**42	MARRIAGE LEAVE WITH PAY	55
43	LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE	56
44	BEREAVEMENT LEAVE WITH PAY	56
45	COURT LEAVE	56

46	PERSONNEL SELECTION LEAVE	57
47	EDUCATIONAND CAREER DEVELOPMENT LEAVE	57
**48	LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS	59
	- OTHER TERMS AND CONDITIONS LOYMENT	61
49	RESTRICTION ON OUTSIDE EMPLOYMENT	62
50	STATEMENT OF DUTIES	62
51	DUTY ABOARD VESSELS	62
**52	EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES	63
53	PUBLICATIONS AND AUTHORSHIP	64
54	MEMBERSHIP FEES	65
55	WASH-UP TIME	65
PART VI	- PART-TIME EMPLOYEES	66
**56	PART-TIME EMPLOYEES	67
PART VI	- PAY AND DURATION	70
**57	SEVERANCE PAY	71
**58	PAY ADMINISTRATION	73
**59	ALLOWANCES	75
60	AGREEMENT REOPENER	75
**61	DURATION	76
APPEND	IX "A" (table of contents by group)	79
	ANNUAL RATES OF PAY	81
	PAY NOTES	141
APPEND	IX "B"	145
	HOURS OF WORK CODES	145

APPENDIX	"C"	146
E A	MEMORANDUM OF UNDERSTANDING CONCERNING EMPLOYEES REQUIRED TO BE ON STANDBY FOR AVALANCHE CONTROL AT ROGERS PASS OR MOUNT FIDELITY STATION	146
**APPENDI	X "D"	147
	MEMORANDUM OF UNDERSTANDING FIELD OR SEA RESEARCHALLOWANCE	147
**APPENDI	X "E"	148
	SPECIAL CONDITIONS APPLICABLE TO CANAL OPERATING EMPLOYEES	148
**APPENDI	X "F"	151
F	MEMORANDUM OF UNDERSTANDING -ALLOWANCE FOR THE ARCHITECTURE AND TOWN PLANNING GROUP (AR)	151
**APPENDI	X "G"	153
F	MEMORANDUM OF UNDERSTANDING-ALLOWANCE FOR THE ENGINEERING AND LAND SURVEY GROUP EN)	153
	K "H"	155
	MEMORANDUM OF UNDERSTANDING -ALLOWANCE FOR THE COMPUTER SYSTEMS GROUP (CS)	155
**APPENDI	( "P'	157
	MEMORANDUM OF UNDERSTANDING-ALLOWANCE FOR THE HISTORICAL RESEARCH GROUP (HR)	157
APPENDIX '	"J"	159
G	GROUP SPECIFIC PROVISIONS	159
APPENDIX '	"K"	163
V	VORK FORCE ADJUSTMENT	163

**APPENDIX "L"		
	MEMORANDUM OF UNDERSTANDING DEVELOPMENT OF A FAMILY POLICY	194
**APPENDIX "M"		195
	MEMORANDUM OF UNDERSTANDING GRIEVANCE PROCEDURE	195

\*\* Two asterisks denote changes from the previous Collective Agreement.

# PARTI-GENERAL

#### ARTICLE 1 PURPOSE AND SCOPE OF AGREEMENT

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

**1.02** The parties to this agreement share a commitment to the protection, the promotion and the presentation of Canada's national parks, national historic sites and related heritage areas. Accordingly they wish to promote an effective working relationship and the well being of employees of the Agency, in order that the people of Canada will be well and efficiently served.

#### ARTICLE 2 INTERPRETATION AND DEFINITIONS

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

"Agency" means the employer, the Parks Canada Agency and includes any person authorized to exercise authority on its behalf (Agence),

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

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

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

"annual rate of pay" (for employees classified as GL and GS) means an employee's weekly rate of pay multiplied by fifty-two decimal one seventy-six (**52.176**) (taux de rémunération annuel),

"bargaining unit" means the employees of the Agency in the group described in Article 8 (unite de négociation),

"compensatory leave" means leave with pay in lieu of cash payment for overtime, standby, travelling time compensated at overtime rate, call-back and reporting pay, and premium pay for time worked on a designated paid holiday. 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 letter of offer on the day immediately prior to the day on which leave is taken (conge compensateur),

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

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

"daily of rate of pay" means a full-time employee's weekly rate of pay divided by five (5). For employees classified as GL and GS, this means the employee's hourly rate of pay times the employee's normal number of hours of work per day (taux de rémunération journalier),

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

"employee" means a person so defined by the *Public Service Staff Relations Act* and who is a member of the bargaining unit (employée),

"excluded provision" means a provision of this Agreement which may have no application to certain employees within the bargaining unit and for which there are no alternate provisions (disposition exclue),

"hourly rate of pay" except for employees classified as GL and GS, means a full-time employee's weekly rate of pay divided by thirty-seven decimal five (37.5) or forty (40) in accordance with the Hours of Work Code (taux de rémunération horaire),

"holiday" (jour férié) means:

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

or

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

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

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

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

"overtime" (heures supplémentaires) means:

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

or

(b) in the case of a part-time employee, authorized work in excess of seven decimal five (7.5) or eight (8) hours per day or thirty-seven decimal five (37.5) or forty (40) hours (in accordance with the Hours of Work Code) per week, but does not include time worked on a holiday,

or

(c) in the case of a part-time employee whose normal scheduled hours of work are in excess of seven decimal five (7.5) or eight (8) hours per day (in accordance with the Hours of Work Code) in accordance with the Variable Hours of Work provisions (clauses 22.11 to 22.14), authorized work in excess of those normal scheduled daily hours or an average of thirty-seven decimal five (37.5) or forty (40) hours per week (in accordance with the Hours of Work Code),

"remuneration" means pay and allowances (rémunération),

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"spouse" is one of two persons legally married to one another, or who has participated in a public commitment ceremony as provided for in Article 42.02, or **an** individual in a relationship who has lived with another person for a period of at least one (1) year, has publicly represented that person as his/her spouse, and continues to live with that person as if that person were his/her spouse (conjoint),

"weekly rate of pay", means an employee's annual rate of pay divided by fifty-two decimal one seven six (52.176). For employees classified as GL and GS, this means an employee's daily rate of pay multiplied by five (5) (rémunération hebdomadaire).

- **2.02** Except as otherwise provided in this Agreement, expressions used in this Agreement:
- (a) if defined in the *Public Service Staff Relations Act*, have the same meaning as given to them in the *Public Service Staff Relations Act*,

and

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

V)

#### ARTICLE 3 APPLICATION

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

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

#### ARTICLE 4 PRECEDENCE OF LEGISLATION AND THE COLLECTIVE AGREEMENT

**4.01** In the event that any law passed by Parliament, applying to 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 5 MANAGEMENT RIGHTS

**5.01** Except to the extent provided herein, this agreement in no way restricts the authority of those charged with managerial responsibilities in the Agency.

### ARTICLE 6 AGENCY POLICIES

#### 6.01

- (a) The following Agency policies, as existing on the date of signing of the Agreement and as amended from time to time in accordance with this Article, shall form part of this Agreement:
  - (i) Travel
  - (ii) Isolated Posts
  - (iii) First Aid To The Public
  - (iv) Bilingual Bonus
  - (v) Uniforms
- (b) The Agency agrees to amend the above policies to match changes in rates and entitlements as may be made from time to time in respect of the similar National Joint Council (NJC) Directives.

**6.02** The Agency will maintain the current Relocation benefit levels within the Integrated Relocation Program for the life of the program. In no circumstances will the entitlements be less than those of the NJC Relocation Directive.

- **6.03** The Agency further agrees that it shall maintain the current Agency policies in effect at the date of signing:
  - (i) Living Accommodation Allowances
  - (ii) Commuting Assistance

**6.04** Any disagreements regarding the interpretation and administration of the above noted policies may be addressed through the grievance procedure contained in this collective agreement. In the event that an employee is dissatisfied with the decision of the Agency, the matter may be referred for resolution in accordance with the Agency's Independent Third Party Review Process (ITPR).

**6.05** The Agency, with the agreement of the Alliance, may otherwise modify the above policies.

#### ARTICLE 7 DENTAL CARE PLAN

**7.01** The Agency will continue to offer coverage to employees under the Dental Care Plan as contained in the Agreement between the Treasury Board and the Public Service Alliance of Canada, as amended from time to time by the terms and conditions of the Dental Care Plan Agreement between the Public Service Alliance of Canada and the Treasury Board.

# PART II – UNION SECURITY AND STAFF RELATIONS MATTERS

#### ARTICLE 8 RECOGNITION

**8.01** The Agency recognizes the Alliance as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on May 1, 2001.

#### ARTICLE 9 INFORMATION

**9.01** The Agency agrees to supply the Alliance each quarter with the name, geographic location and classification of each new employee.

**9.02** The Agency agrees to supply each employee with a copy of the collective agreement and will endeavour to do so within one (1) month after receipt from the printer.

#### ARTICLE 10 CHECK-OFF

**10.01** Subject to the provisions of this Article, the Agency 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 Agency shall not be obligated to make such deduction from subsequent salary.

**10.02** The Alliance shall inform the Agency 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 Agency 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 TaxAct*, 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 Relation Act*, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Agency for the pay of employees.

**10.06** The amounts deducted in accordance with clause 10.01 shall be remitted to the Comptroller of the Alliance 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 Agency 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 Agency 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 Agency limited to the amount actually involved in the error.

#### ARTICLE 11 USE OF AGENCY FACILITIES

**11.01** Reasonable space on bulletin boards (including electronic bulletin boards, where available) 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 Agency, 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 Agency, 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 Agency 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.

#### ARTICLE 12 EMPLOYEE REPRESENTATIVES

**12.01** The Agency acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.

**12.02** The Alliance and the Agency 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 Agency 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 paragraph (a).

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**12.05** The Alliance shall have the opportunity to have an employee representative introduced to employees newly appointed to the Agency, by the most practical means available, within one month of the employee's start date and as part of the Agency's formal orientation programs, where they exist.

**12.06** The Alliance shall provide the Agency a list of such Alliance representatives and shall advise promptly of any change made to the list.

**12.07** A duly accredited representative of the Alliance may be permitted access to the Agency'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 Agency.

#### 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency 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**

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**13.07** Where an employee representative wishes to discuss a grievance or a staff relations complaint related to an Agency policy 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 or complaint, the Agency will, where operational requirements permit, give them reasonable leave with pay for this purpose when the discussion takes place within their field unit or service center or national office area and reasonable leave without pay when it takes place outside their field unit or service center or national office area or establishedjurisdiction.

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13.08 Subject to operational requirements,

- (a) when the Agency originates a meeting with a grievor in his or her field unit or service center or national office area, he or she will be granted leave with pay and "on duty" status when the meeting is held outside the grievor's field unit or service center or national office area,
- (b) when a grievor seeks to meet with the Agency, he or she will be granted leave with pay when the meeting is held in his or her field unit or service center or national office area and leave without pay when the meeting is held outside his or her field unit or service center or national office 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 field unit or service center or national office area and leave without pay when the meeting is held outside his or her field unit or service center or national office area or established jurisdiction.

# **Contract Negotiation Meetings**

#### 13.09

- (a) When operational requirements permit, the Agency will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Alliance.
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- (b) For administrative purposes, the Agency will continue to pay the employee and the Alliance will reimburse the employer for the salary costs of the employee within thirty (30) days of receiving the request for payment from the Agency.

# **Preparatory Contract Negotiation Meetings**

**13.10** When operational requirements permit, the Agency 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 Agency will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.

### **Alliance Meetings and Conventions**

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

### **Representatives' Training Courses**

**13.13** When operational requirements permit, the Agency 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.

#### **Component and Alliance Executive Positions**

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**13.14** Except where otherwise specified in this Article, subject to operational requirements and with reasonable advance notice, the Agency shall grant leave without pay to representatives who hold executive positions at the Component or Alliance level in order to represent employees not employed by the Agency.

#### ARTICLE 14 EMPLOYEES ON PREMISES OF OTHER EMPLOYERS

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

#### ARTICLE 15 DISCIPLINE

**15.01** When an employee is suspended from duty or terminated, the Agency undertakes to notify the employee in writing of the reason for such suspension or termination. The Agency shall endeavour to give such notification at the time of suspension or termination.

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**15.02** 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 shall be informed by the Agency that, at his or her request, the employee is entitled to have a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of one day's notice of such a meeting.

**15.03** The Agency shall notify the local representative of the Alliance as soon as possible that such suspension or termination has occurred.

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

**15.05** 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.

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**15.06** When an employee and/or a union representative is required to attend disciplinary or administrative meetings or investigations with the Agency that fall outside their normal hours or during a period of seasonal layoff, they shall be compensated by the Agency as if they had reported to work.

#### ARTICLE 16 GRIEVANCE PROCEDURE

# 16.01 Grievances

- (a) 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 Agency is entitled to present a grievance in the manner prescribed in sub-paragraph (b) except that 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.
- (b) 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:
  - (i) forward the grievance to the representative of the Agency authorized to deal with grievances at the appropriate level,

and

(ii) provide the employee with a receipt stating the date on which the grievance was received by him or her.

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# 16.02 Steps in the Grievance Procedure

- (a) Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following levels:
  - (i) level 1 -Field Unit Superintendents, Directors or their designates who must be level A managers in accordance with the Parks Canada Agency Delegation of Human Resources Authorities;
  - (ii) final level Chief Executive Officer or authorized representative.
- (b) Where it appears that the nature of the grievance is such that a decision cannot be given at the first level, the first level may be eliminated by agreement of the Agency and the employee, and, where applicable, the Alliance.
- (c) Grievances concerning disciplinary and non-disciplinary demotions/terminations for cause shall be presented directly at the Final Level.
- (d) An employee may abandon a grievance by written notice to his or her immediate supervisor or officer-in-charge.

# 16.03 Representatives of Agency

The Agency shall inform the Alliance of the name or title of the individual at each level to whom a grievance is to be presented, and shall inform employees by means of notices posted in places where such notices are most likely to come to the attention of the employees, or otherwise as determined by agreement between the Agency and the Alliance.

# 16.04 Irregularities

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 Agency.

# 16.05 Time Limits

- (a) An employee may present a grievance at the First Level not later than the twenty-fifth (25th) day after the date on which he or she first becomes aware of the action or circumstances giving rise to the grievance.
- (b) The Agency shall reply to an employee's grievance, at any level in the grievance procedure, except the final level within fifteen (15) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the

employee, or the Agency does not reply within the time frame specified in this Article, he or she may, within ten (10) days, submit a grievance at the next higher level.

- (c) The Agency shall reply to an employee's grievance at the Final Level within thirty (30) days after the date the grievance is presented at that level.
- (d) Where a grievance or a reply is presented by mail, it shall be deemed to have been presented on the day on which it is postmarked and to have been received on the date it is delivered or three (3) business days after it is postmarked, whichever is the earlier.
- (e) 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.
- (f) The time limits stipulated in this procedure may be extended by mutual agreement between the Agency and the employee and, where appropriate, the Alliance representative.
- (g) 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.

#### **16.06** Representation

- (a) An employee may be assisted and/or represented by the Alliance when presenting a grievance at any level.
- (b) Where an employee has been represented by the Alliance, the Agency will provide the appropriate representative of the Alliance with a copy of the Agency's decision at each level of the grievance procedure at the same time that the decision is conveyed to the employee.
- (c) The Alliance shall have the right to consult with the Agency with respect to a grievance at each level of the grievance procedure. Where consultation is with an authorized representative of the Chief Executive Officer, that person shall render the decision.

#### 16.07 Adjudication

- (a) The decision given by the Agency at the Final Level in the grievance procedure shall be final and binding upon the employee unless the grievance relates to:
  - (i) the interpretation or application in respect of him or her of a provision of this Agreement or a related arbitral award,

or

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

(iii) termination of employment or demotion for cause pursuant to section 13 (3) (b) of the *Parks Canada Agency Act*,

in which case the grievance may be referred to adjudication in accordance with the provisions of the *Public Service Staff Relations Act and Regulations*.

- (b) 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:
  - (i) its approval of the reference of the grievance to adjudication,

and

(ii) its willingness to represent the employee in the adjudication proceedings.

**16.08** 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.

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#### **16.09 Meeting Outside Normal Hours**

When the Agency originates a grievance hearing, arbitration/adjudication hearing, ADR/ITPR meeting, or other meeting with the employee related to the disposition of a grievance that falls outside their normal hours or during a period of seasonal layoff, the employee and/or the union representative shall be compensated by the Agency as if they had reported to work.

#### ARTICLE 17 NO DISCRIMINATIONAND SEXUAL HARASSMENT

**17.01** 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.

**17.02** The Alliance and the Agency 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.

or

#### 17.03

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

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

#### ARTICLE 18 JOINT CONSULTATION

**18.01** 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.

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

**18.03** 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.

**18.04** Without prejudice to the position the Agency 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 19 HEALTH & SAFETY

# \*\*

#### 19.01

- (a) The parties recognize the *Canada Labour Code* (CLC), Part II, and all provisions and regulations flowing from the Code as the authority governing occupational safety and health in Parks Canada.
- (b) The Agency shall make reasonable provisions to ensure the occupational safety and health of employees. The Agency will welcome suggestions on the subject from the Alliance and its members through the committee structure identified in the CLC, Part II. The

parties undertake to develop and recommend reasonable measures intended to prevent or reduce the risk of work place injury.

# 19.02 Condition of Employment - Medical Examination

- (a) Where the Agency requires **an** employee to undergo a medical examination by a designated qualified practitioner, the examination will be conducted at no expense to the employee.
- (b) An employee shall make every reasonable effort to schedule an appointment for an examination referred to in paragraph (a) during his or her working hours. When this is not possible, the employee will be compensated pursuant to this collective agreement for the examination time and the travel time associated with it.
- (c) The Agency shall pay for reasonable travel expenses, incurred as a result of paragraph (a) in accordance with the Agency Travel Policy.

#### ARTICLE 20 JOB SECURITY

**20.01** Subject to the willingness and capacity of individual employees to accept relocation and retraining, the Agency will make every reasonable effort to ensure that any reduction in the work force will be accomplished through attrition.

#### ARTICLE 21 TECHNOLOGICAL CHANGE

**21.01** The parties have agreed that in cases where as a result oftechnological change the services of an employee arc no longer required beyond a specified date because of lack of work or the discontinuance of a function, Appendix "K" on Work Force Adjustment will apply. In all other cases the following clauses will apply.

**21.02** In this Article "Technological Change" means:

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

and

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

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

**21.04** The Agency 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.

**21.05** The written notice provided for in clause 21.04 will provide the following information:

- (a) the nature and degree of the technological change;
- (b) the date or dates on which the Agency 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.

**21.06** As soon as reasonably practicable after notice is given under clause 21.04, the Agency shall consult meaningfully with the Alliance concerning the rationale for the change and the topics referred to in clause 21.05 on each group of employees, including training.

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

PART III - WORKING CONDITIONS

#### ARTICLE 22 HOURS OF WORK

**22.01** For the purposes of this Article:

- (a) "day" means a twenty-four (24) hour period commencing at 00:01 hour;
- (b) "week" means a period of seven (7) consecutive days beginning at 00:01 hour Monday morning and ending at 24:00 hours the following Sunday night.
- (c) The normal hours of work per week which shall be performed by employees shall be as indicated by the letter Code under the column headed Hours of Work Code in Appendix "B". The Code letters shall denote the following normal weekly hours of work:

Letter Code	Normal Weekly Hours of Work
X	37.5
Y	40

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

**22.03** The Agency will review with the local Alliance representative(s) any changes to hours of work which the Agency proposes to institute, when such change will affect the majority of employees governed by the schedule. In all cases following such reviews, the Agency will, where practical, accommodate such employee representations as may have been conveyed by the Alliance representative(s) during the meeting.

By mutual agreement, in writing, the Agency and the local Alliance representative(s) may waive the application of change of shift with no notice provision.

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

#### 22.05

- (a) Except as provided for in clause 22.10, the normal work week shall be thirty-seven decimal five (37.5) or forty (40) hours (in accordance with the Hours of Work Code), exclusive of lunch periods, comprising five (5) days of seven decimal five (7.5) or eight (8) consecutive hours (in accordance with the Hours of Work Code) each, Monday to Friday. The work day shall be scheduled to fall within a nine (9)-hour period between 6:00 a.m. to 6:00 p.m., unless otherwise agreed in consultation between the Alliance and the Agency at the appropriate level.
- (b) The scheduled weekly and daily hours of work stipulated in 22.05 (a) and 22.10 may be varied by the Agency, following meaningful consultation with the Alliance, to allow for summer and winter hours, provided the annual total is not changed.

**22.06** Subject to operational requirements, as determined by the Agency from time to time, an employee shall have the right to select and request flexible hours between 6:00 a.m. to 6:00 p.m., and such request shall not be unreasonably denied.

**22.07** Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Agency, 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 up to twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) or forty (40) hours (in accordance with the Hours of Work Code), per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Agency. In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.

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

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

**22.10** 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) or forty (40) hours (in accordance with the Hours of Work Code) per week and an average of five (5) days per week and seven decimal five (7.5) hours or eight (8) hours (in accordance with the Hours of Work Code) per day;

\*\*

or

- (ii) if he or she is a Park Warden performing a period of backcountry patrol in excess of eight (8) consecutive hours during a two-week pay period, on a weekly basis, an average of thirty-seven decimal five (37.5) or forty (40) hours (according to the Hours of Work Code) and five (5) days per week.
- (b) The Agency shall make every reasonable effort to schedule a meal break of one-half (1/2) hour during each full shift which shall not constitute part of the work period. Such meal break shall be scheduled as close as possible to the mid-point of the shift, unless an alternate arrangement is agreed to at the appropriate level between the Agency and the employee. If an employee is not given a meal break scheduled in advance, all time from the commencement to the termination of the employee's full shift shall be deemed time worked.

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

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

- (d) Every reasonable effort shall be made by the Agency:
  - (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 fifty-six (56) days and to post schedules at least fourteen (14) days in advance of the starting date of the new schedule;
  - (v) to grant an employee a minimum of two (2) consecutive days of rest.
- (e) Notwithstanding the provisions of this article, it may be operationally advantageous to implement work schedules for employees that differ from those specified in this clause. Any special arrangement may be at the request of either party and must be mutually agreed between the Agency and the majority of employees affected.

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

**22.11** The terms and conditions governing the administration of variable hours of work implemented pursuant to clauses 22.05(b), 22.07, and 22.10(e) are specified in clauses 22.11 to 22.14. This Agreement is modified by these provisions to the extent specified herein.

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

# 22.13

- (a) The scheduled hours of work of any day, may exceed or be less than seven decimal five (7.5) or eight (8) hours (in accordance with the Hours of Work Code); starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Agency and the daily hours of work shall be consecutive.
- (b) Such schedules shall provide an average of thirty-seven decimal five (37.5) or forty (40) hours (in accordance with the Hours of Work Code) of work per week over the life of the schedule.
  - (i) The maximum life of a schedule for shift workers shall be six  $(\boldsymbol{b})$  months.
  - (ii) The maximum life of a schedule for day workers shall be twenty-eight (28) days, except when the normal weekly and daily hours of work are varied by the Agency to allow for summer and winter hours in accordance with clause 22.05(b), in which case the life of a schedule shall be one (1) year.
- (c) Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

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

# (a) Interpretation and Definitions (clause 2.01)

"Daily rate of pay" - shall not apply.

# (b) Minimum Number of Hours Between Shifts (Paragraph 22.10 (d) (i))

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

# (c) Exchange of Shifts (clause 22.04)

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

#### (d) Designated Paid Holidays (clause 27.05)

- (i) A Designated Paid Holiday shall account for seven decimal five (7.5) or eight (8) hours (in accordance with the Hours of Work Code).
- (ii) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the pay for the hours specified in sub-paragraph (i), at time and one-half  $(1 \ 1/2)$  up to his or her regular scheduled hours worked and at double (2) time for all hours worked in excess of his or her regular scheduled hours.

#### (e) Travel

Overtime compensation referred to in clause 29.04 shall only be applicable on a work day for hours in excess of the employee's daily scheduled hours of work.

### (f) Acting Pay

The qualifying period for acting pay as specified in paragraph 58.07(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-quarter (1 3/4).

#### 22.15 Changes in Schedule

- (a) When a full-time indeterminate employee is required to attend one of the following proceedings outside a period which extends before or beyond three (3) hours his or her scheduled hours of work on a day during which he or she would be eligible for a Shift Premium, the employee may request that his or her hours of work on that day be scheduled between 7 a.m. and 6 p.m.; such request will be granted provided there is no increase in cost to the Agency. 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 46.

- (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 Agency
- (b) Notwithstanding paragraph (a), proceedings described in subparagraph(v) are not subject to the condition that there be no increase in cost to the Agency.

#### ARTICLE 23 SHIFT PREMIUMS

### **Excluded Provisions**

This article does not apply to employees on day work, covered by clauses 22.05 to 22.07 and to employees classified in SC group.

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### 23.01 Shift Premium

An employee working on shifts will receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, between 5:00 p.m. and 6:00 a.m. The shift premium will not be paid for hours worked between 6:00 a.m. and 5:00 p.m.

#### 23.02 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 24 OVERTIME

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

- (a) time and one-half (1 1/2) except as provided for in clause 24.01(b);
- (b) double (2) time for each hour of overtime worked after fifteen (15) or sixteen (16) hours work (in accordance with the Hours of Work Code) in any twenty-four (24) hour period or after seven decimal five (7.5) or eight (8) hours (in accordance with the Hours of Work Code) work on the employee's first (1<sup>st</sup>) day of rest, and for all hours worked on the second or subsequent day of rest. Second or subsequent day of rest means the second or

subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday;

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

\*\*

**24.02** Notwithstanding anything to the contrary contained in this article, the following shall apply to employees working as Park Wardens performing a period of hack-country patrol in excess of eight (8) consecutive hours during a two-week period;

- (a) Park Wardens are entitled to receive compensation at straight-time rates for all hours worked, other than hours worked on a day of rest or on a designated paid holiday, **up** to an average of seventy-five (75) or eighty (80) hours (in accordance with the Hours of Work Code) over a two (2)-week period and compensation at time and one-half (1 1/2) for all other hours worked.
- (b) Park Wardens are entitled to receive compensation at time and one-half  $(1 \ 1/2)$  rates for work performed on the first  $(1^{st})$  day of rest and compensation at double (2) time for work performed on the second and subsequent days of rest where two (2) or more contiguous days of rest are indicated by the schedule.

#### Articles 24.03 to 24.07 apply to all employees governed by this agreement.

**24.03** Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Agency, overtime may be compensated in equivalent leave with pay under article 34.

**24.04** Subject to the operational requirements of the service, the Agency shall make every reasonable effort:

(a) to allocate overtime work on an equitable basis amongst readily available, qualified employees,

and

(b) to give employees who are required to work overtime adequate advance notice of the requirement.

# 24.05

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

(b) The Alliance is entitled to consult the Chief Executive Officer or his/her representative whenever it is alleged that employees are required to work unreasonable amounts of overtime.

**24.06** Other than when required by the Agency to use a vehicle of the Agency 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.

#### 24.07 Meal Allowance

- (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) except where free meals are provided.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided for in (a), the employee shall be reimbursed for one (1) additional meal in the amount of ten dollars (\$ 10) for each additional four (4) hour period thereafter, except where free meals are provided.
- (c) Reasonable time with pay, to be determined by the Agency, 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 25 CALL BACK AND REPORTING PAY

**25.01** If an employee is called back or required to report 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 entitled to the greater of:
  - (i) Compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-backheporting to a maximum of eight (8) hours' compensation in an eight (8) hour period,

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 payments referred to in 25.01(c)(i) and (d)(ii) above, do not apply to parttime employees. Part-time employees will receive a minimum payment in accordance with clause 56.05 of this agreement.
- **25.02** Compensation earned under this article shall be compensated under article 34.

# 25.03 Transportation Expenses

- \*\*
- (a) Where an employee is required to report for work and reports under the conditions described in 25.01 above, 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 Agency to use his or her automobile when the employee travels by means of his or her own automobile,

or

- (ii) out-of-pocket expenses for other means of commercial transportation,
- (b) Other than when required by the Agency to use an Agency vehicle 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.

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

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

or

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

#### ARTICLE 26 STANDBY

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

**26.02** 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 Agency will endeavour to provide for the equitable distribution of standby duties.

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

**26.04** Compensation earned under this article shall be compensated under article 34.

#### ARTICLE 27 DESIGNATED PAID HOLIDAYS

**27.01** Subject to clause 27.02, 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 Agency, 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 Agency, no such additional day is recognized as a provincial or civic holiday, the first Monday in August,

(1) one (1) additional day when proclaimed by **an** Act of Parliament as a national holiday.

# 27.02

- (a) 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.
- (b) Notwithstanding sub-paragraph (a), a seasonal employee will be paid for a designated paid holiday falling on a day contiguous to his or her Re-Taken On Strength(RTOS) or Temporarily Struck Off Strength(TSOS) dates.

### 27.03 Designated Holiday Coinciding with a Day of Rest

- (a) When a day designated as a holiday under clause 27.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.
- (b) When two (2) days designated as holidays under clause 27.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

**27.04** When a day designated as a holiday for an employee is moved to another day under the provisions of clause 27.03:

(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.

### 27.05

(a) When an employee works on a holiday, he or she shall be paid time and one-half (1 1/2) for all hours worked, up to the daily hours specified in article 22, and double (2) time thereafter, in addition to the pay that the employee would have been granted had he *or* she not worked on the holiday.

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- (b) The premium pay specified in paragraph (a) shall be compensated in cash except where, upon request of an employee and with the approval of the Agency, overtime may be compensated in equivalent leave with pay under article 34.
- (c) Notwithstanding paragraphs (a) and (b), when an employee works on a holiday contiguous to a day of rest on which he or she also worked and received overtime in accordance with clause 24.02 (b), the employee shall be paid in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.

### 27.06 Designated Holiday Coinciding with a Day of Paid Leave

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

#### Work Performed on a Designated Holiday

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

### ARTICLE 28 RELIGIOUS OBSERVANCE

**28.01** The Agency shall make every reasonable effort to accommodate an employee who requests time off to fulfil his or her religious obligations.

**28.02** 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 fulfil their religious obligations.

**28.03** Notwithstanding clause 28.02, at the request of the employee and at the discretion of the Agency, time off with pay may be granted to the employee in order to fulfil 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 ( $\boldsymbol{6}$ ) months, at times agreed to by the Agency. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Agency.

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

#### ARTICLE 29 TRAVELLING TIME

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

**29.02** When an employee is required by the Agency to travel outside his or her normal work place on government business, as these expressions are defined by the Agency, the time of departure and the means of such travel shall be determined by the Agency and the employee will be compensated for travel time in accordance with clauses 29.03 and 29.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than three (3) hours.

**29.03** For the purposes of clauses 29.02 and 29.04, 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 Agency;
- (b) for travel by private means of transportation, the normal time as determined by the Agency, 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 Agency may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Agency's original determination.
- **29.04** If an employee is required to travel as set forth in clauses 29.02 and 29.03:
- (a) on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day;
- (b) on a normal working day on which the employee travels and works, the employee shall be paid:
  - (i) his regular pay for the day for a combined period of travel **and** work not exceeding his or her regular scheduled working hours, and

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

**29.05** 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, Designated Paid Holidays and Article 24, Overtime of this collective agreement.

**29.06** 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 Agency.

**29.07** Compensation earned under this article shall be compensated under article 34.

#### \*\*

#### 29.08 Travel Status Leave

- (a) An employee who is required to travel outside his or her normal workplace on government business, as these expressions are defined by the Agency, and is away from his or her permanent residence for forty (40) nights during a fiscal year shall be granted seven decimal five (7.5) or eight (8) hours (in accordance with the employee's Hours of Work Code) off with pay. The employee shall be credited with an additional seven decimal five (7.5) or eight (8) hours off (in accordance with the employee's Hours of Work Code) for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) nights.
- (b) The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) or forty (40) (in accordance with the employee's Hours of Work Code) in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) This leave with pay is deemed to be compensatory leave and is subject to article 34.
- (d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.

#### \*\* 29.09 Closed Area

When the Agency requires **an** employee to travel inside a "closed area", time spent travelling through the closed area shall constitute time worked.

For the purpose of this article, a "closed area" refers to any area declared closed by the responsible authority.

### ARTICLE 30 NOTICE OF TRANSFER

**30.01** Where practicable, advance notice **of** a change in posting or a transfer from an employee's normal workplace **as** defined by the Agency shall be given to an employee. Such notice shall not normally be less than one (1) month.

# **PART IV – LEAVE PROVISIONS**

### ARTICLE 31 LEAVE GENERAL

### 31.01

- (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) or eight (8) hours (in accordance with the Hours of Work Code).
- (b) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
- (c) Notwithstanding the above, in the Article 44, Bereavement Leave with Pay, a "day" will mean a calendar day.

**31.02** 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 reason other than illness, the total period of leave granted shall be deducted from "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave;
- (b) time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

**31.03** 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.

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

**31.05** 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.

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

**31.07** In the event of termination of employment for reasons other than incapacity, death or layoff, the Agency 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 letter of offer on the date of the termination of the employee's employment. **31.08** 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 Agency is a party or under other rules or regulations of the Agency.

**31.09** 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 32 VACATION LEAVE WITH PAY

**32.01** The vacation year shall be from April 1st to March 31<sup>st</sup>, inclusive, of the following calendar year.

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

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**32.02** For each calendar month in which an employee has earned at least seventy-five (75) or eighty (80) hours' pay (according to the Hours of Work Code), the employee shall earn vacation leave credits as follows:

- (a) nine decimal three seven five (9.375) or ten (10) hours (in accordance of the Hours of Work Code) until the month in which the anniversary of the employee's eighth (8<sup>th</sup>) year of service occurs;
- (b) twelve decimal five (12.5) or thirteen decimal three three (13.33) hours (in accordance of the Hours of Work Code) commencing with the month in which the employee's eighth (8<sup>th</sup>) anniversary of service occurs;
- (c) thirteen decimal seven five (13.75) or fourteen decimal six seven (14.67) hours (in accordance of the Hours of Work Code) commencing with the month in which the employee's sixteenth (16<sup>th</sup>) anniversary of service occurs;
- (d) fourteen decimal three seven five (14.375) or fifteen decimal three three (15.33) hours (in accordance of the Hours of Work Code) commencing with the mouth in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;
- (e) fifteen decimal six two five (15.625) or sixteen decimal six seven (16.67) hours (in accordance of the Hours of Work Code) commencing with the month in which the employee's eighteenth  $(18^{th})$  anniversary of service occurs;
- (f) sixteen decimal eight seven five(16.875) or eighteen (18) hours (in accordance of the Hours of Work Code) commencing with the month in which the employee's twenty-seventh (27<sup>th</sup>) anniversary of service occurs;

- (g) eighteen decimal seven five (18.75) or twenty (20) hours (in accordance of the Hours of Work Code) commencing with the month in which the employee's twenty-eighth (28") anniversary of service occurs.
- (h) Notwithstanding the foregoing, the following will apply to employees classified in groups as indicated below as of July 24, 2002, and who remain in such classifications on the appropriate anniversary date:

#### (i) HR/SE:

Twelve decimal five (12.5) hours until the month in which the anniversary of the employee's eighth  $(8^{th})$  year of service occurs;

#### (ii) **LS:**

nine decimal three seven three (9.375) hours until the month in which the anniversary of the employee's seventh  $(7^{\text{th}})$  year of service occurs;

twelve decimal five (12.5) hours commencing with the month in which the employee's seventh  $(7^{\text{th}})$  anniversary of service occurs;

(iii) Commencing in the month in which the employee's eighth (8<sup>th</sup>) year of service occurs, clauses 32.02 (b) to (g) will apply.

### 32.03

- (a) For the purpose of clause 32.02 only, all service within the Public Service, whether continuous or discontinuous, shall count towards the calculation of vacation leave credits except where a person who, on leaving the 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 Agency within one year following the date of lay-off.
- (b) Notwithstanding (a) above, an employee who was a member of a bargaining unit in the Public Service prior to May 31, 1990 shall retain, for the purpose of "service" and of establishing his or her vacation entitlement pursuant to this clause, those periods of former service which had previously qualified for counting as continuous employment, until such time as his/her employment in the Public Service is terminated.
- (c) Service referred to in (a) above shall be deemed to include **all** breaks in employment between periods of student or term employment with Parks Canada that are not separated by a period of more than one calendar year without employment.

**32.04** 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 ( $\boldsymbol{6}$ ) months of continuous employment is entitled to receive an advance of credits equivalent to the anticipated credits for the current vacation year.

# Scheduling of Vacation Leave With Pay

### 32.05

- (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- (b) Subject to the following subparagraphs, the Agency reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:
  - (i) to provide an employee's vacation leave in an amount and at such time as the employee may request;
  - (ii) not to recall an employee *to* duty after the employee has proceeded on vacation leave;
  - (iii) not to cancel nor alter a period of vacation which has been previously approved in writing;

\*\*

(iv) to provide at least four (4) weeks written notice to the employee when scheduling his or her leave.

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

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

(a) is granted bereavement leave,

or

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

or

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

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

### 32.08 Advance Payments

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

### 32.09 Recall from Vacation Leave

- (a) Where an employee is recalled to duty during any period of vacation leave, the employee shall be reimbursed for reasonable expenses that the employee incurs:
  - (i) in proceeding to the employee's place of duty,

and

- (ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Agency.
- (b) The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under paragraph (a) to be reimbursed for reasonable expenses incurred by the employee.

### 32.10 Cancellation or Alteration of Vacation Leave

When the Agency cancels or alters a period of vacation leave which it has previously approved in writing, the Agency 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 Agency may require. The employee must make every reasonable attempt to mitigate such losses.

# Carry-Over and/or Liquidation of Vacation Leave

### 32.11

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(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) or two hundred and eighty (280) hours

(in accordance with the employee's Hours of Work Code) 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) or two hundred and eighty (280) hours (in accordance with the employee's Hours of Work Code) shall be automatically paid in cash at his or her daily rate of pay as calculated from the classification prescribed in his or her letter of offer of his or her substantive position on the last day of the vacation year.

### (b)

- \*\*
  - Notwithstanding paragraph (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) or two hundred and eighty (280) hours (in accordance with the employee's Hours of Work Code) of unused vacation leave credits earned during previous years, this number of unused vacation leave credits shall become the employee's accumulated leave maximum;
  - (ii) Unused vacation leave credits equivalent to the employee's accumulated leave maximum shall be carried over into the following vacation year;
  - (iii) Unused vacation leave credits in excess of the employee's accumulated leave maximum shall be automatically paid in cash at his or her daily rate of pay as calculated from the classification prescribed in his or her letter of offer of his or her substantive position on the last day of the vacation year.
- (c) The employee's accumulated leave maximum shall be reduced irrevocably by the number of vacation leave credits liquidated in excess of the employee's annual vacation leave entitlement during the vacation year.
- (d) Notwithstanding (b)(iii), where the Agency cancels a period of vacation leave which has been previously approved in writing, and which cannot be rescheduled before the end of the vacation year, the cancelled leave may be carried over into the next vacation year.

# Leave When Employment Terminates

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

**32.13** Notwithstanding clause 32.12, an employee whose employment is terminated for cause by reason of abandonment of his or her position is entitled to receive the payment referred to in clause 32.12, if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

**32.14** Where the employee requests, the Agency shall grant the employee his or her unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1'') year of continuous employment in the case of lay-off, and the tenth  $(10^{th})$  year of continuous employment in the case of resignation.

# 32.15 Appointment to or from another Public Service Employer

- (a) Notwithstanding clause 32.12, an employee who resigns to accept an appointment with an organization listed in Schedule I of the *Public Service Staff Relations Act* may choose not to be paid for unused vacation leave credits, provided that the appointing organization will accept such credits.
- \*\*
- (b) The Agency agrees to accept the unused vacation leave credits up to a maximum of two hundred and sixty-two decimal five (262.5) or two hundred and eighty (280) hours (in accordance with the employee's Hours of Work Code) of an employee who resigns from an organization listed in Schedule I of the *Public Service Staff Relations Act* in order to take **a** position with the Agency if the transferring employee is eligible and has chosen to have these credits transferred.

#### ARTICLE 33 SICK LEAVE WITH PAY

# Credits

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# 33.01

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

# **Granting of Sick Leave**

**33.02** 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 Agency of this condition in such manner and at such time as may be determined by the Agency,

and

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

### 33.03

(a) Unless otherwise informed by the Agency, 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 Agency, be considered as meeting the requirements of paragraph 33.02(a).

#### \*\*

(b) In the event that the Agency requests that an employee submit a medical certificate to meet the requirements of clause 33.02(a), the Agency shall reimburse the employee for the amount billed to the employee for the issuance of the certificate upon presentation of a receipt.

\*\*

**33.04** When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 33.02, sick leave with pay may, at the discretion of the Agency, be granted to an employee for a period of up to one hundred and eighty-seven decimal five (**187.5**) or two hundred (200) hours (in accordance with the Hours of Work Code) subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

**33.05** 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.

**33.06** 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 Agency or reinstated for use at a later date.

**33.07** Sick leave credits earned but unused by an employee during a previous period of employment in the Public Service shall be restored to an employee whose employment was terminated by reason of layoff and who has received a letter of offer with the Agency within two (2) years from the date of layoff.

**33.08** The Agency agrees that an employee shall not be terminated for cause for reasons of incapacity 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 36.

# 33.09 Appointment from another Public Service Employer

The Agency agrees to accept the unused sick leave credits of an employee who resigns from an organization listed in Schedule I of the *Public Service Staff Relations Act* in order to take a position with the Agency.

### ARTICLE 34 COMPENSATORY LEAVE WITH PAY

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- 34.01
- (a) All overtime, travelling time compensated at overtime rates, standby, call-back and reporting pay, and premium pay for time worked on a designated paid holiday shall be compensated in cash except where, upon request of an employee and with the approval of the Agency, it may be compensated in equivalent leave with pay.
- (b) The Agency shall endeavour to make such cash payments in the pay period following that in which the credits were earned.
- (c) Subject to operational requirements and adequate advance notice, the Agency shall grant compensatory leave as requested by the employee.
- (d) At the request **of** the employee, and with the approval of the Agency, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, at the rate of pay in effect at the time of the request. Such approval shall not be unreasonably withheld.
- (e) Compensatory leave earned in a fiscal year, and outstanding as of September 30'' of the following fiscal year, will be paid at the employee's rate of pay on September 30''.

#### **34.02** Where, in respect of any period of compensatory leave, an employee is granted:

(a) bereavement leave with pay,

or

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

or

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

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

#### ARTICLE 35 MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

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**35.01** Up to three decimal seven five (3.75) or four (4) hours (according to the Hours of Work Code) of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

**35.02** 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 36 INJURY-ON-DUTY LEAVE

**36.01** An employee shall be granted injury-on-duty leave with pay for such period as may be reasonably determined by the Agency when a claim has been made pursuant to the *Government Employees' CompensationAct*, and a Workers' Compensation authority has notified the Agency 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 37 MATERNITY AND PARENTAL LEAVE WITHOUT PAY

# 37.01 Maternity and Parental 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 no later than seventeen (17) weeks after the termination date of pregnancy.

- (b) Where an employee has or will have actual care and custody of a newborn child, (including the new-born child of a common-law spouse) commences legal proceedings to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall be granted parental leave without pay upon request for a single period of up to thirty seven (37) consecutive weeks in the fifty two (52) week period commencing on the day on which the child comes into the employee's care.
- \*\*
- (c) Notwithstanding paragraphs (a) and (b):
  - (i) where the employee's child is hospitalized and the employee has not yet proceeded on maternity or parental leave without pay, or
  - (ii) where the employee has proceeded on maternity and/or 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 maternity and/or parental leave without pay specified in the original leave request may be extended by a period equal to the child's hospitalization during which the employee was not on maternity and/or parental leave without pay (to a maximum of seventeen (17) weeks for maternity leave). However the extension shall end not later than one hundred and four (104) weeks after the termination date of pregnancy or the day the child comes into the employee's care.

- (d) The Agency may require an employee to submit a medical certificate certifying pregnancy, or submit a birth certificate or proof of adoption.
- (e) An employee shall inform the Agency in writing of his/her plans for taking maternity and/or parental leave without pay to cover the absence from work at least four (4) weeks in advance of the initial date of continuous leave of absence, unless there is a valid reason why the notice cannot be given.
- (f) 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.
- (g) Parental leave without pay taken by a couple employed by the Agency shall not exceed a combined total of thirty seven (37) weeks.
- (h) 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 33 Sick Leave With Pay. For purposes

of this subparagraph, the terms "illness" or "injury" used in Article 33, Sick Leave With Pay, shall include medical disability related to pregnancy.

- (i) The Agency 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.

#### 37.02 Maternity And/Or Parental Allowance

- (a) An employee who has been granted maternity and/or parental leave without pay, shall be paid an allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described below providing he or she:
  - (i) has completed six (6) months of continuous employment before the commencement of the leave.
  - (ii) provides the Agency with proof of application for and receipt **of** pregnancy or parental benefits in accordance with section 22 or 23 of the *Employment Insurance Act*, and
  - (iii) signed an agreement with the Agency stating that he or she will return to work following the approved leave period (unless modified by a period of other approved leave) for a period equal to that for which **an** allowance was paid.

#### \*\*

(b) Should an employee fail to return to work or fail to work the period specified in subsection (a) (iii), the employee shall repay to the Agency on a pro-rata basis as follows:

[allowance received]	Х	[remainingperiod to be worked
		following return to work]

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

#### \*\*

- (c) The repayment provided for in (b) will not apply in situations of:
  - (i) death;
  - (ii) lay-off;

- (iii) early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (a)(iii);
- \*\*
- (iv) the end of a specified period of employment if the employee is rehired by the Agency within ninety (90) days following the end of the specified period of employment, and who fulfills the obligations specified in section (a)(iii);
- (v) having become disabled as defined in the *Public Service Superannuation Act;* or
- \*\*
- (vi) the employee taking a position with an organization listed in Schedule I of the *Public Service Staff Relations Act* that fulfills the obligations specified in section (a)(iii).
- (d) For the purpose of sections (a)(iii) and (b), periods of leave with pay shall count as time worked. Periods of leave without pay during employees return to work will not be counted as time worked but shall interrupt the period referred to in section (a) (iii) without activating the recovery provisions described in clause (b).
- (e) Maternity or Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
  - (i) Where the employee is subject to a two weeks waiting period before receiving Employment Insurance benefits, ninety three percent (93%) of his/her weekly rate of pay for each week, less any other monies earned during this period,

and

- (ii) For each week the employee receives benefits under sections 22 or 23 of the *Employment Insurance Act* (EI), the difference between the gross weekly amount of benefits payable under the EI Act and ninety three percent (93%) of his/her weekly rate of pay for each week, less any other monies earned during this period which may result in a decrease in employment insurance benefits under the EI Act.
- (f) At the employee's request, the payment referred to in subsection (e)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI maternity or EI parental benefits.
- (g) The maternity or parental allowance to which an employee is entitled is limited to that provided in paragraph (e) and an employee will not be reimbursed for any amount required to be repaid pursuant to the *Employment Insurance Act*.

- (h) The weekly rate of pay referred to in paragraph (e) shall be:
  - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity and/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 and/or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (i) The weekly rate of pay referred to in paragraph (h) shall be the rate to which the employee is entitled for his or her substantive level to which the employee is appointed.
- (j) Notwithstanding paragraph (i) and subject to subparagraph (h) (ii), if on the day immediately preceding commencement of maternity and/or parental leave without pay an employee has been on an acting assignment for at least four (4)months, the weekly rate shall be the rate the employee was being paid on that day.
- (k) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity or parental allowance, the allowance shall be adjusted accordingly.
- (I) Maternity or parental allowance payments made under the SUB plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

### 37.03 Special Allowance For Totally Disabled Employees

- (a) An employee who fails to qualify for Employment Insurance pregnancy and/or parental benefits solely because of a concurrent entitlement to benefits under the Disability Insurance Plan, the Long Term Disability Insurance portion of the Public Service Management Insurance Plan, or the *Government Employees Compensation Act*, and who has completed six (6) months of continous employment before the commencement of the leave shall be paid, in respect of each week of benefits under the maternity and/or parental allowance not received for the reason described herein, the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.
- (b) An employee shall be paid an allowance under this clause and under clause 37.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for maternity or parental benefits pursuant to Section 22 or 23 of the *Employment Insurance Act*, had the employee not been disqualified from Employment Insurance maternity and parental benefits for the reasons described above.

### ARTICLE 38 MATERNITY-RELATED REASSIGNMENT OR LEAVE

**38.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24'') week following the birth, request the Agency 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.

**38.02** An employee's request under clause 38.01 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 Agency may obtain an independent medical opinion.

**38.03** An employee who has made a request under clause 38.01 is entitled to continue in her current job while the Agency 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 Agency:

- (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.

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

**38.05** Where the Agency 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 Agency 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.

**38.06** 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 Agency 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 39 LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

**39.01** Both parties recognize the importance of access to leave for the purpose of care for the immediate family.

**39.02** For the purpose of this article, family is defined as spouse (or common-law spouse resident with the employee), children (including foster children or children of legal or common-law spouse) parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.

**39.03** Subject to paragraph 39.02, an employee shall he granted leave without pay for the Care of Immediate Family in accordance with the following conditions;

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

**39.04** 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 Agency.

**39.05** 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 previously applicable collective 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 Public Service.

# **Transitional provisions**

# 39.06

These transitional provisions are 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 or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of a previous 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.

(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 before the end of the approved leave.

### ARTICLE 40 LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

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

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**40.02** The total leave with pay which may be granted under this Article shall not exceed thirty-seven decimal five (37.5) or forty (40) hours (according to the employee's Hours of Work Code) in a fiscal year.

**40.03** Subject to clause 40.02, the Agency shall grant leave with pay under the following circumstances:

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- (a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- (b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- (c) to provide for the immediate and temporary care of an elderly member of the employee's family;

\*\*

(d) for needs directly related to the birth or to the adoption of the employee's child, which may be divided into two (2) periods and granted on separate days.

### ARTICLE 41 LEAVE WITHOUT PAY FOR PERSONAL NEEDS

**41.01** 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 a period of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- (c) an employee is entitled to leave without pay for personal needs only once under each of paragraphs (a) and (b) during the employee's total period of employment in the Agency. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Agency.

# ARTICLE 42 MARRIAGE LEAVE WITH PAY

#### \*\*

**42.01** After the completion of one (1) year's continuous employment in the Public Service, and providing an employee gives the Agency at least five (5) days' notice, the employee shall be granted thirty-seven decimal five (37.5) or forty (40) hours (according to the employee's Hours of Work Code) marriage leave with pay for the purpose of getting married.

#### \*\*

**42.02** Where same-sex marriage is not available and after the completion of one (1) year's continuous employment in the Public Service, and providing an employee gives the Agency at least five (5) days' notice and a sworn affidavit certifying to the spousal union, the employee shall be granted thirty-seven decimal five (37.5) or forty (40) hours (according to the employee's Hours of Work Code) marriage leave with pay for the purpose of participating in a public commitment ceremony with a person of the same sex.

#### \*\*

**42.03** An employee cannot be granted leave with pay in accordance with both 42.01 and 42.02 for a union with the same person.

**42.04** 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 ( $\boldsymbol{6}$ ) months after the granting of leave under 42.01 or 42.02 above, an amount equal to the amount paid the employee during the period of leave will be recovered by the Agency from any monies owed the employee.

### ARTICLE 43 LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE

**43.01** At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to **an** employee whose spouse is temporarily relocated.

### ARTICLE 44 BEREAVEMENT LEAVE WITH PAY

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

**44.02** 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.

**44.03** 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.

**44.04** 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 44.02 and 44.03, 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.

**44.05** 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 Agency 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 44.02 and 44.03.

### ARTICLE 45 COURT LEAVE

**45.01** The Agency 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 or other legal instrument to attend as a witness in any proceeding held to which he or she is not a party:
  - (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 46 PERSONNEL SELECTION LEAVE

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

#### ARTICLE 47 EDUCATION AND CAREER DEVELOPMENT LEAVE

#### General

**47.01** The parties recognize that in order to maintain and enhance professional expertise, employees, from time to time, need to have an opportunity to attend or participate in career development activities described in this Article.

#### **Education Leave**

**47.02** Upon written application by the employee and with the approval of the Agency, 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 Agency requires or is planning to provide.

**47.03** At the Agency's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to 100% (one hundred percent) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Agency, 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.

**47.04** Allowances already being received by the employee may at the discretion of the Agency 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.

### 47.05

- (a) 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 Agency for a period of not less than the period of the leave granted.
- (b) If the employee:
  - (i) fails to complete the course,
  - (ii) does not resume employment with the Agency on completion of the course, or
  - (iii) 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 Agency all allowances paid to him or her under this Article during the education leave or such lesser sum as shall be determined by the Agency.

# **Examination Leave With Pay**

**47.06** At the Agency'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 Agency, the course of study is directly related to the employee's duties or will improve his or her qualifications.

# **Career Development**

**47.07** Career development refers to an activity which in the opinion of the Agency 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:

(a) a course given by the Agency;

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

**47.08** Upon written application by the employee, and with the approval of the Agency, career development leave with pay may be given for any one of the activities described in clauses 47.07 or 47.10. The employee shall receive no compensation under Article 24, Overtime, and Article 29, Travelling Time, during time spent on career development leave provided for in this Article.

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

**47.10** The parties to this Agreement share a desire to improve professional standards by giving the employees the opportunity on occasion:

- (a) to participate in workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields;
- (b) to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Agency;
- (c) to carry out research in the employee's field of specialization not specifically related to assigned work projects when in the opinion of the Agency such research is needed to enable the employee to perform the employee's assigned role.

**47.11** An employee who requests to attend or is invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to the employee's field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for payment of convention or conference registration fees and reasonable travel expenses.

**47.12** An employee who attends a conference or convention at the request of the Agency to represent the interests of the Agency shall be deemed to be on duty and, as required, in travel status. The Agency shall pay the registration fees of the convention or conference the employee is required to attend.

### ARTICLE 48 LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

**48.01** At its discretion, the Agency 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.

# 48.02 Volunteer and Personal Leave

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- (a) Subject to operational requirements as determined by the Agency and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year:
  - (i) seven decimal five (7.5) or eight (8) hours (in accordance with the employee's Hours of Work Code) of leave with pay for reasons of a personal nature;
  - (ii) seven decimal five (7.5) or eight (8) hours (in accordance with the employee's Hours of Work Code) of leave with pay to work as a volunteer for a charitable or community organization or activity, other than activities related to the Government of Canada Workplace Charitable Campaign.
- (b) For employees who work less than eighteen (18) weeks in a fiscal year, the total entitlement shall be seven decimal five (7.5) or eight (8) hours (in accordance with the employee's Hours of Work Code) of leave in accordance with sub-paragraph (a) (i).
- (c) The leave will be scheduled at times convenient to both the employee and the Agency. Nevertheless, the Agency shall make every reasonable effort to grant leave at such times as the employee may request.

# PART V -- OTHER TERMS AND CONDITIONS OF EMPLOYMENT

#### ARTICLE 49 RESTRICTION ON OUTSIDE EMPLOYMENT

**49.01** Unless otherwise specified by the Agency 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 Agency.

### ARTICLE 50 STATEMENT OF DUTIES

**50.01** 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 51 DUTY ABOARD VESSELS

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

**51.02** 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.

**51.03** 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.

**51.04** 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.

### 51.05

- (a) An employee shall submit to the Agency 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 Agency reasonable proof of such loss, and shall submit an affidavit listing the individual items and values claimed.

### **51.06** Travelling expenses on leave or termination

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 32, Vacation Leave With Pay, or under the provisions of Article 44, Bereavement Leave With Pay, the Agency shall pay the cost of the return travelling expenses, as normally defined by the Agency, 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 Agency shall pay the cost of the travelling expenses, as normally defined by the Agency, 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 52 EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

### 52.01

- (a) When a formal assessment of an employee's performance is made, the employee shall be given a copy upon its completion and provided an opportunity to sign the assessment to indicate only that its contents have been read. This shall not indicate the employee's concurrence.
- (b) The Agency's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the formal assessment.

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(d) If an employee is dissatisfied with the results of a formal assessment meeting, he or she has the right to request a follow-up meeting and to be accompanied by a union representative at that meeting.

### 52.02

- (a) Prior to the formal assessment, the employee shall be given:
  - (i) an explanation of the process which will be used for the assessment;

and

- (ii) any forms and written document which provides instructions to the person conducting the assessment.
- (b) If during the formal assessment, either the form or instructions are changed, they shall be given to the employee.

### 52.03

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 Agency.

# 52.04

No report pertaining to an employee's performance or conduct shall be placed on the employee's personnel file without a copy having been provided to the employee.

### ARTICLE 53 PUBLICATIONS AND AUTHORSHIP

**53.01** The Agency agrees that original articles, professional and technical papers prepared by an employee, within the scope of his or her employment, will be retained on appropriate Agency files for the normal life of such files. The Agency will not unreasonably withhold permission for publication of original articles and technical papers in professional media. At the Agency discretion, recognition of authorship will be given where practicable in Agency publications.

**53.02** When an employee acts as a sole orjoint author or editor of a publication, the authorship or editorship shall normally be shown on the title page of such publication.

# 53.03

- (a) The Agency may suggest revisions to material and may withhold approval to publish an employee's publication.
- (b) When approval for publication is withheld, the author(s) shall be so informed.
- (c) Where the Agency wishes to make changes in a material submitted for publication with which the author does not agree, the employee shall not be credited publicly if he or she so requests.

### ARTICLE 54 MEMBERSHIP FEES

**54.01** The Agency shall reimburse an employee for membership, registration, licensing or certification fees to an organization, governing body, or government agency when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.

Reimbursement under this Article will not be paid for the cost of an employee's normal drivers licence. Full reimbursement will be paid where special classes of drivers licenses are required.

**54.02** 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 the following associations:

- Institute of Chartered Accountants (CA),
- the Society & Management Accountants (CMA), or
- the Association of Certified General Accountants (CGA)

is a qualification specified in the Standards for Selection and Assessment for the Financial Management Group, the Agency shall reimburse the employee for his or her annual membership fees paid to one of the associations to a maximum of \$ 800.

**54.03** Membership dues referred to in Article 10, Check-Off, of this Agreement are specifically excluded as reimbursable fees under this Article.

### ARTICLE 55 WASH-UP TIME

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

# PART VI – PART – TIME EMPLOYEES

# ARTICLE **56** PART-TIME EMPLOYEES

# 56.01 Definition

Part-time employee means an employee whose weekly scheduled hours of work on average are less than those established in Article 22 but not less than those prescribed in the *Public Service Staff Relations Act*.

# General

**56.02** Unless otherwise specified in this Article, part-time employees shall he 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) or forty (40) (in accordance with the Hours of Work Code).

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

**56.04** The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked thirty-seven decimal five (37.5) or forty 40 hours (in accordance with the employee's Hours of Work Code).

# **Specific Application of this Agreement**

# 56.05 Call-Back and Reporting Pay

Subject to clause 56.04, when a part-time employee meets the requirements to receive compensation in accordance with clause 25.01 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-timerate.

# **Designated Holidays**

**56.06** A part-time employee shall not be paid for the designated holidays hut shall, instead be paid four decimal two five per cent (4.25%) for all straight-time hours worked.

**56.07** When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 27.01, the employee shall he paid at time and one-half  $(1 \ 1/2)$  of the straight-time rate of pay for all hours worked up to seven decimal five (7.5) or eight (8) hours (in accordance with the Hours of Work Code) and double time (2T) thereafter.

**56.08** 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 27.01, shall be paid for the time actually worked in accordance with clause 56.07, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

# 56.09 Vacation Leave

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A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal workweek, at the rate for years of service established in clause 32.02 of this Agreement, prorated and calculated as follows:

- (a) when the entitlement is nine decimal three seven five (9.375) or ten (10) hours (according to the employee's Hours of Work Code) a month, .250 multiplied by the number of the hours in the employee's workweek per month;
- (b) when the entitlement is twelve decimal five (12.5) or thirteen decimal three three (13.33) hours (according to the employee's Hours of Work Code) a month, .333 multiplied by the number of the hours in the employee's workweek per month;
- (c) when the entitlement is thirteen decimal seven five (13.75) or fourteen decimal six seven (14.67) hours (according to the employee's Hours of Work Code) a month, .367 multiplied by the number of the hours in the employee's workweek per month;
- (d) when the entitlement is fourteen decimal three seven five (14.375) or fifteen decimal three three (15.33) hours (according to the employee's Hours of Work Code) a month, .383 multiplied by the number of the hours in the employee's workweek per month;
- (e) when the entitlement is fifteen decimal six-two five (15.625) or sixteen decimal six seven (16.67) hours (according to the employee's Hours of Work Code) a month, .417 multiplied by the number of the hours in the employee's workweek per month;
- (f) when the entitlement is sixteen decimal eight seven five (16.875) or eighteen (18) hours (according to the employee's Hours of Work Code) a month, .450 multiplied by the number of hours in the employee's workweek per month;
- (g) when the entitlement is eighteen decimal seven five (18.75) or twenty (20) hours (according to the employee's Hours of Work Code) a month, .500 multiplied by the number of the hours in the employee's workweek per month.

# 56.10 Sick Leave

A part-time employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an employee's normal workweek for each calendar month in which the employee has received pay for at least twice (2) the number of hours in the employee's normal workweek.

# 56.11 Vacation and Sick Leave Administration

(a) For the purposes of administration of clauses 56.09 and 56.10, where **an** employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.

(b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

# 56.12 Bereavement Leave

Notwithstanding clause 56.02, there shall be no prorating of a "day" in Article 44, Bereavement Leave With Pay.

# 56.13 Severance Pay

Notwithstanding the provisions of Article 57, 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 he consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

# PART VII – PAY AND DURATION

# ARTICLE 57 SEVERANCEPAY

**57.01** Under the following circumstances and subject to clause 57.02, 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 letter of offer on the date of his or her termination of employment.

# (a) Lay-off

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

# (b) Resignation

On resignation, subject to paragraph 57.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

# (c) Rejection on Probation

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

# (d) Retirement

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

or

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

allowance if he or she were a contributor under the *Public Service Superannuation Act*,

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

# (e) Death

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

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

- (i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity, 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, one week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

**57.02** 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 57.01 be pyramided.

# 57.03 Appointment to or from another employer

- (a) Notwithstanding paragraph 57.01 (b), an employee who resigns to accept an appointment with another organization in the Public Service may choose not to be paid severance pay, provided that the appointing organization will accept the employee's service for its severance pay entitlement.
- \*\*
- (b) The Agency agrees to accept the severance liabilities of an employee who resigns from an organization listed in Schedule I of the *Public Service Staff Relations Act* in order to take a position with the Agency if the transferring employee is eligible and has chosen to have his or her severance liabilities transferred.

# ARTICLE 58 PAY ADMINISTRATION

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

**58.02** 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 letter of offer;

or

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

# \*\*

# 58.03

- (a) The rates of pay set forth in Appendix "A" shall become effective on the dates specified.
- (b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement, the following shall apply:
  - (i) "retroactive period" for the purpose of subparagraphs(ii) to (vi) means the period commencing on the effective date of the revision up to and including the day before this Agreement is signed or when an arbitral award is rendered therefore;
  - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the groups identified in Article 8 of this Agreement during the retroactive period;
  - (iii) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with subparagraph (b)(ii), the Agency shall notify, by registered mail, such individuals at their last known address that they have 30 days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Agency to provide payment ceases;
  - (iv) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;

- (v) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the *Public Service Terms and Conditions of Employment Regulations*, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay that the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
- (vi) no payment or no notification shall be made pursuant to paragraph 58.03(b) for one dollar or less.

**58.04** 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.

**58.05** The Agency agrees to adopt the Memorandum of Understanding signed between the Treasury Board and the Alliance, dated February 9, 1982 in respect to red-circled employees.

**58.06** If, during the term of this Agreement, a new classification standard for a group is established and implemented by the Agency, the Agency 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.

# 58.07 Acting Pay

- (a) When an employee is required by the Agency to substantially perform the duties of a higher classification level in an acting capacity and performs those duties:
  - (i) if he or she falls under letter code "X" (as defined in the Hours of Work Code), for a period of at least three (3) consecutive working days/shifts;
  - (ii) if he or she falls under the letter code "Y" (as defined in the Hours of Work Code), for a period of at least one (1) full working day/shift;

the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification for the period in which he or she acts.

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

**58.08** 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.

# No Pyramiding of payments

**58.09** Payments provided under the Overtime, Designated Paid Holiday, Standby, the call back and reporting pay provisions in this collective agreement shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

# ARTICLE 59 ALLOWANCES

# 59.01 Diving allowance

- \*\*
- (a) Employees whose job duties require them to dive (**as** that word is hereinafter defined) shall be paid an allowance of twenty-five dollars (\$25.00) per hour. The minimum allowance shall be:
  - (i) two (2) hours per dive scuba
  - (ii) four (4) hours per dive hard hat.
- (b) Diving time is that period during which an employee is equipped with diving gear to the extent that the employee is unable to perform other than diving duties.
- (c) A dive is the total of any period or periods of time during any eight (8)-hour period in which an employee carries out required underwater work with the aid of a self-contained or surface air supply.

# 59.02 Dirty Work Allowance

When an employee is required to come in physical contact with the pollutant while engaged in the cleaning up of oil spills in excess of two hundred (200) litres which resulted from an accident or disaster, mechanical failure, bunkering or fuel transfer operations, the employee shall receive, in addition to the appropriate rate of pay, an additional one-half (1/2) his straight-time rate for every fifteen(15)-minute period, or part thereof, worked. All of the foregoing duties must have the prior approval of the Agency before work is commenced.

# ARTICLE 60 AGREEMENT REOPENER

**60.01** This agreement may be amended by mutual consent.

# ARTICLE 61 DURATION

\*\*

**61.01** The duration **of** this collective agreement shall be from the date it is signed to August  $4^{th}$  2007.

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

SIGNED AT OTTAWA, this 21<sup>st</sup> day of the month of December 2004.

# PARKS CANADA AGENCY

Alan Latourelle

Michel Latreille

Richard Lafontaine

Marc Ampleman

Jim Barlow

Bill Brake

Merrilee Davies

**Christopher** Friesen

# THE PUBLIC SERVICE ALLIANCE OF CANADA

Jeannie Baldwin

boolkader Elkak

Leyloy Humber

Hugh McCormack

Jack Norris

Alman mon 64.2.0 Pierre Vienneau

Tom Clairmont

Shawn Vincent

Lauríe Guyot line

Peter Lamb S. ..... Lection

Guy Lauzé

dik W

Robert Moreau

`> . C Doug Stewart

# APPENDIX "A" ANNUAL RATES OF PAY

	<u>Page:</u>
Architecture and Town Planning Group (AR)	81
Administrative Services Group (AS)	83
Biological Sciences Group (BI)	85
Commerce Group (CO)	86
Clerical and Regulatory Group (CR)	87
Computer Systems Group ( <b>CS</b> )	88
Drafting and Illustration Group (DD)	90
Education Group (ED)	92
Engineering and Scientific Support Group (EG)	93
Electronics Group (EL)	95
Engineering and Land Survey Group (EN)	97
Economics, Sociology and Statistics Group (ES)	98
Financial Management Group (FI)	100
Forestry Group (FO)	101
General Labour and Trades Group (GL) (all sub-groups)	102
General Services (GS) (all sub-groups)	120
General Technical Group (GT)	121
Heating, Power & Stationary Plant Operations Group ( <b>HP</b> )	123
Historical Research Group ( <b>HR</b> )	125
Information Services Group (IS)	126
Library Science Group ( <b>LS</b> )	127
Physical Sciences Group ( <b>PC</b> )	128
Purchasing and Supply Group ( <b>PG</b> )	129
Program Administration Group ( <b>PM</b> )	131
Photography Group ( <b>PY</b> )	133
Ships Crews Group ( <b>SC</b> )	134

Scientific Research Group (SE)	136
Social Science Support Group <b>(SI)</b>	138
Secretarial, Stenographic and Typing Group ( <b>ST</b> )	140

## AR - ARCHITECTURE AND TOWN PLANNING GROUP ANNUAL RATES OF PAY

(in dollars)

Effective Dates: \$) Effective October 1, 2002 X) Effective August 5, 2003 (Harmonization) A) Effective August 5, 2003 B) Effective August 5, 2004 C) Effective August 5, 2005 D) Effective August 5, 2006												
<b>AR-01</b> From: To:	\$ X A B C D	25514 25814 26459 27054 27703 28396	to to to to to	40501 40801 41821 42762 43788 44883								
<b>AR-02</b> From: To:	\$ X A B C D	40411	42355 42355 43414 44391 45456 46592	44307 44307 45415 46437 47551 48740	46255 46255 47411 48478 49641 50882	48198 48198 49403 50515 51727 53020	50145 50145 51399 52555 53816 55161	52096 53398 54599 55909 57307				
<b>AR-03</b> From: To:	\$ X B C D	49600	51785 51785 53080 54274 55577 56966	53972 53972 55321 56566 57924 59372	56152 56152 57556 58851 60263 61770	58329 58329 59787 61132 62599 64164	60077 60077 61579 62965 64476 66088	61825 63371 64797 66352 6801 <b>1</b>				
<b>AR-04</b> From: To:	\$ X B C D	55949	58362 58362 59821 61167 62635 64201	60739 60739 62257 63658 65186 66816	63116 63116 64694 66150 67738 69431	65489 65489 67126 68636 70283 72040	67453 67453 69139 70695 72392 74202	69416 71151 72752 74498 76360				
<b>AR-05</b> From: To:	\$ X B C D	62799	65486 65486 67123 68633 70280 72037	68175 68175 69879 71451 73166 74995	70865 70865 72637 74271 76054 77955	73550 73550 75389 77085 78935 80908	75757 75757 77651 79398 81304 83337	77962 79911 81709 83670 85762				

<b>AR-06</b> From: To:	\$ X B C D	70386	73178 73178 75007 76695 78536 80499	75962 75962 77861 79613 81524 83562	78751 78751 80720 82536 84517 86630	81542 81542 83581 85462 87513 89701	83986 83986 86086 88023 90136 92389	86430 88591 90584 92758 95077
<b>AR-07</b> From: To:	\$X A B C D	75500	78529 78529 80492 82303 84278 86385	81544 81544 83583 85464 87515 89703	84576 84576 86690 88641 90768 93037	87607 87607 89797 91817 94021 96372	92648 92648 94964 97101 99431 101917	97688 <b>100130</b> 102383 1 <b>04840</b> 107461

# AS -ADMINISTRATIVE SERVICES GROUP

ANNUAL RATES OF PAY

(in dollars)

## Effective Dates:

- **\$)** Effective August 5, 2002
- A) Effective August 5, 2003
- B) Effective August 5, 2004
- C) Effective August 5, 2005
- D) Effective August 5, 2006

## **AS - DEVELOPMENT**

From: To:	\$ A B C D	25070 25697 26275 26906 27579	to to to to	37578 38517 39384 40329 41337	
<b>AS-01</b> From: To:	\$ A B C D	39486 40473 41384 42377 43436	40988 42013 42958 43989 45089	42544 43608 44589 45659 46800	44162 45266 46284 47395 48580
<b>AS-02</b> From: To:	\$ A C D	43999 45099 46114 47221 48402	45670 46812 47865 49014 50239	47407 48592 49685 50877 52149	
<b>AS-03</b> From: To:	\$ A C D	<b>47161</b> 48340 49428 50614 51879	48953 50177 51306 52537 53850	50814 52084 53256 54534 55897	
<b>AS-04</b> From: To:	\$ A D D	51517 52805 53993 55289 56671	53474 54811 56044 57389 58824	55667 57059 58343 59743 61237	

<b>AS-05</b> From: To:	\$ А В С	61502 63040 64458 66005 67655	63839 65435 66907 68513 70226	66492 68154 69687 71359 73143		
<b>AS-06</b> From: To:	\$ A B C D	68506 70219 71799 73522 75360	71109 72887 74527 76316 78224	73903 75751 77455 79314 81297		
<b>AS-07</b> From: To:	\$ A B C D	72111 73914 75577 77391 79326	74852 76723 78449 80332 82340	77696 79638 81430 83384 85469	80027 82028 83874 85887 88034	82451 84512 86414 88488 90700
<b>AS-08</b> From: To:	\$ A B C D	74457 76318 78035 79908 81906	to to to to	87641 89832 91853 94057 96408		

## BI -BIOLOGICAL SCIENCES GROUP ANNUAL RATES OF PAY (in dollars)

Effective Dates \$) Effective Octo X) Effective Aug Y) Effective Aug A) Effective Aug B) Effective Aug C) Effective Aug D) Effective Aug	<b>ober 1</b> , 2 ust 5, 20 ust 5, 20 ust 5, 20 ust 5, 20 ust 5, 20	003 <b>(Harmo</b> 003 <b>(Harmo</b> 003 004 005									
EI-01											
From:	\$	24610	to	43066 *		43938	45640	47342	49047	50751	
To:	Х	24610	to	43066 * 43066 *		43938	45640	47342	49047	50751	50450
	Y A	24910 25533	to to	43066 *		43938 45036	45640 46781	47342 48526	49047 50273	50751 52020	52456 53767
	B	26107	to	45136 *		46049	47834	49618	51404	53190	54977
	c	26734	to	46219 *		47154	48982	50809	52638	54467	56296
	D	27402	to	47374 *		48333	50207	52079	53954	55829	57703
	*(		TO THE N	EAREST\$	10.00)						
EI-02											
From:	\$			48105	50169	52245	54312	56379	58449	60517	
То:	Х	44596	46790	48985	51177	53384	55567	57648		60680	
	Y		46790	48985	51177	53384	55567	57648		60680	63714
	A B		47960 49039	50210 51340	52456 53636	54719 55950	56956 58238	59089 60419		62197 63596	65307 66776
	Č		49039 50216	52572	54923	57293	59636	61869		65122	68379
	D		51471	53886	56296	58725	61127	63416		66750	70088
BI-03											
From:	\$			57227	59717	62201	64692	67176	69462		
To:	X	53579	56215	58852	61491	64123	66762	69393	70879		
	Y		56215	58852	61491	64123	66762	69393	70879	72367	
	A		57620	60323	63028	65726	68431	71128	72651	74176	
	E C		58916 60220	61680 62160	64446 85002	67205	69971 71650	72728	74286 76069	75845	
	D		60330 61838	63160 64739	65993 67643	68818 70538	71650 73441	74473 76335	76069	77665 79607	
	U		0,000	04700	0,040	10000	10441	10000	<i>n</i> ort	70001	
EI-04	<b>_</b>					700 (0					
From:	\$ X	67754 67754	70377 70377	72999 72999	75619 75619	78243 78243					
То:	Ŷ	07704	70377	72999	75619	78243	80864				
	Å		72136	74824	77509	80199	82886				
	В		73759	76508	79253	82003	84751				
	С		75529	78344	81155	83971	86785				
	D		77417	80303	83184	86070	88955				
EI-05											
From:	\$		77154	80056	82957	85761					
То:	Х	74441	77640	80841	84044	87245	oo : :=				
	Y		77640	80841	84044	87245	90447				
	A E		79581 81372	82862 84726	86145 88083	89426 91438	92708 94794				
	Ċ		83325	86759	90197	93633	97069				
	D		85408	88928	92452	95974	99496				

## CO -COMMERCE ANNUAL RATES OF PAY (in dollars)

- Effective Dates: \$) Effective August 5, 2002 A) Effective August 5, 2003 B) Effective August 5, 2004
- C) Effective August 5, 2005 D) Effective August 5, 2006

## **CO - DEVELOPMENT**

From:	\$	22285	to	47776 *
To:	Α	22842	to	48970 *
	Е	23356	to	50072 *
	С	23917	to	51274 *
	Þ	24515	to	52556 *

## \*(ROUNDED TO THE NEAREST \$10.00)

CO-01										
From:	\$	41445	43403	45358	47320	49266	51230	53183	55140	
To:	Α	42481	44488	46492	48503	50498	5251 <b>1</b>	54513	56519	
	В	43437	45489	47538	49594	51634	53692	55740	57791	
	С	44479	46581	48679	50784	52873	54981	57078	59178	
	D	45591	47746	49896	52054	54195	56356	58505	60657	
CO-02										
From:	\$	54027	56843	59655	62473	65281	68098	70906	73728	76540
To:	Α	55378	58264	61146	64035	66913	69800	72679	75571	78454
	в	56624	59575	62522	65476	68419	71371	74314	77271	80219
	С	57983	61005	64023	67047	70061	73084	76098	79126	82144
	D	59433	62530	65624	68723	71813	74911	78000	81104	84198
CO-03										
From:	\$	66218	69352	72485	75616	78748	81879	84825		
To:	Α	67873	71086	74297	77506	80717	83926	86946		
	В	69400	72685	75969	79250	82533	85814	88902		
	С	71066	74429	77792	81152	84514	87874	91036		
	D	72843	76290	79737	83181	86627	90071	93312		
CO-04										
From:	\$	75602	79026	82412	85599	88782	91964			
To:	Á	77492	81002	84472	87739	91002	94263			
	в	79236	82825	86373	89713	93050	96384			
	С	81138	84813	88446	91866	95283	98697			
	D	83166	86933	90657	94163	97665	101164			

## CR - CLERICAL AND REGULATORY GROUP ANNUAL RATES OF PAY (in dollars)

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Effective dates \$) Effective Aug A) Effective Aug B) Effective Aug C) Effective Aug D) Effective Aug	ust 5, 2 just 5, 2 just 5, 2 just 5, 2	2003 2004 2005					
<b>CR-01</b> From: To:	\$ A B C D	26808 27478 28096 28770 29489	27366 28050 28681 29369 30103	27933 28631 29275 29978 30727	28497 29209 29866 30583 31348	29052 29778 30448 31179 31958	29619 30359 31042 31787 32582
<b>CR-02</b> From: To:	\$ A B C D	29098 29825 30496 31228 32009	29769 30513 31200 31949 32748	30430 31191 31893 32658 33474	31095 31872 32589 33371 34205		
<b>CR-03</b> From: To:	\$ A C D	33003 33828 34589 35419 36304	33869 34716 35497 36349 37258	34733 35601 36402 37276 38208	35600 36490 37311 38206 39161		
<b>CR-04</b> From: To:	\$ A B C D	36567 37481 38324 39244 40225	37537 38475 39341 40285 41292	38506 39469 40357 41326 42359	39471 40458 41368 42361 43420		
<b>CR-05</b> From: To:	\$ A B C D	39964 40963 41885 42890 43962	41062 42089 43036 44069 45171	42168 43222 44194 45255 46386	43266 44348 45346 46434 47595		
<b>CR-06</b> From: To:	\$ A B C D	45489 46626 47675 48819 50039	46684 47851 48928 50102 51355	47870 49067 50171 51375 52659	49068 50295 51427 52661 53978		
<b>CR-07</b> From: To:	\$ B C D	50456 51717 52881 54150 55504	51853 53149 54345 55649 57040	53253 54584 55812 57151 58580	54660 56027 57288 58663 60130		

## **CS**-COMPUTER SYSTEM ADMINISTRATION ANNUAL RATES OF PAY (in dollars)

Effective Dates:

\$) Effective August 5, 2002

- A) Effective August 5, 2002
  A) Effective August 5, 2003 (Harmonization)
  A) Effective August 5, 2003
  B) Effective August 5, 2004
  C) Effective August 5, 2005
  D) Effective August 5, 2006

<b>CS-01</b> From: <b>To:</b>	\$ X A B C D	31284	32883	34480	36086	37682	39290	40894	42490 42490 43552 44532 45601 46741	44091 44091 45193 46210 47319 48502	45691 45691 46833 47887 49036 50262	47283 47283 48465 49555 50744 52013	48870 48870 50092 51219 52448 53759	50460 50460 51722 52886 54155 55509	52048 52048 53349 54549 55858 57254	53635 54976 56213 57562 59001
CS-02																
From:	\$	52795	54509	56226	57942	59657	61372	63089								
To:	x	52795	54509	56226	57942	59657	61372	63089	64805							
	Α	54115	55872	57632	59391	61148	62906	64666	66425							
	В	55333	57129	58929	60727	62524	64321	66121	67920							
	С	56661	58500	60343	62184	64025	65865	67708	69550							
	D	58078	59963	61852	63739	65626	67512	69401	71289							
CS-03																
From:	\$	62469	64648	66828	69009	71101	70074	76554								
To:	X	62469	64648	66828	69009	71191 71191	73371 73371	75551 75551	77727							
10.	Â	64031	66264	68499	70734	72971	75205	77440	79670							
	B	65472	67755	70040	72326	74613	76897	79182	81463							
	Ē	67043	69381	71721	74062	76404	78743	81082	83418							
	D	68719	71116	73514	75914	78314	80712	83109	85503							

CS	-0	4

** * 1										
From:	\$	71649	74149	76648	79145	81644	84144	86643		
То:	Х	71649	74149	76648	79145	81644	84144	86643	89147	
	А	73440	76003	78564	81124	83685	86248	88809	91376	
	в	75092	77713	80332	82949	85568	88189	90807	93432	
	С	76894	79578	82260	84940	87622	90306	92986	95674	
	D	78816	81567	84317	87064	89813	92564	95311	98066	
CS-05										
From:	\$	82621	85732	88843	91955	95068	98180	101291	104404	
To:	Х	82621	85732	88843	91955	95068	98180	101291	104404 10751	5
	А	84687	87875	91064	94254	97445	100635	103823	107014 11020	3
	в	86592	89852	93113	96375	99638	102899	106159	109422 11268	3
	С	88670	92008	95348	98688	102029	105369	108707	112048 11538	7
	D	90887	94308	97732	101155	104580	108003	111425	114849 11827	2

# **DD** -DRAFTING AND ILLUSTRATION GROUP ANNUAL RATES OF PAY

(in dollars)

- Effective Dates: \$) Effective August 5, 2002
- A) Effective August 5, 2003
- B) Effective August 5, 2004
- C) Effective August 5, 2005
- D) Effective August 5, 2006

## DD-01

From: To:	\$ A B C D	23809 24404 24953 25552 26191	24644 25260 25828 26448 27109	25474 26111 26698 27339 28022	26314 26972 27579 28241 28947	27142 27821 28447 29130 29858	27975 28674 29319 30023 30774	28807 29527 30191 30916 31689	29960 30709 <b>31400</b> 32154 32958
<b>DD-02</b> From: To:	\$ A C D	29339 30072 30749 31487 32274	30428 31189 31891 32656 33472	31496 32283 33009 33801 34646	32584 33399 34150 34970 35844	33663 34505 35281 36128 37031	34739 35607 36408 37282 38214	35824 36720 37546 38447 39408	37258 38189 39048 39985 40985
<b>DD-03</b> From: To:	\$ A C D	<b>36101</b> <b>37004</b> 37837 38745 39714	37312 38245 39106 40045 41046	38529 39492 40381 41350 42384	39738 40731 41647 42647 43713	41329 42362 43315 44355 45464			
<b>DD-04</b> From: To:	\$ A C D	37187 38117 38975 <b>39910</b> 40908	38504 39467 40355 41324 42357	39817 40812 41730 42732 43800	41132 42160 43109 44144 45248	42436 43497 44476 45543 46682	43743 44837 45846 46946 48120	45493 46630 47679 48823 50044	
<b>DD-05</b> From: To:	\$ A B C D	43512 44600 45604 46698 47865	45023 46149 47187 48319 49527	46528 47691 48764 49934 51182	48042 49243 50351 51559 52848	49962 51211 52363 53620 54961			

DD-06						
From:	\$	46694	48327	49948	51580	53642
To:	A	47861	49535	51197	52870	54983
	В	48938	50650	52349	54060	56220
	C	50113	51866	53605	55357	57569
	D	51366	53163	54945	56741	59008
DD-07						
From:	\$	50718	52502	54287	56075	58317
To:	Α	51986	53815	55644	57477	59775
	в	53156	55026	56896	58770	61120
	С	54432	56347	58262	60180	62587
	D	55793	57756	59719	61685	64152
DD-08						
From:	\$	53374	55273	57169	59054	61414
To:	Ă	54708	56655	58598	60530	62949
	В	55939	57930	59916	61892	64365
	С	57282	59320	61354	63377	65910
	D	58714	60803	62888	64961	67558
DD-09	•	55740	c7700	5074 <i>5</i>	04005	04404
From:	\$	55740	57726	59715	61695 62027	64164
To:	A B	57134 58420	59169 60500	61208 62585	63237 64660	65768 67248
	C	50420 59822	61952	62065 64087	66212	68862
	D	61318	63501	65689	67867	70584
	0			00000	01001	10004

## ED - EDUCATION SERVICES ANNUAL RATES OF PAY (in dollars)

Effective Dates \$) Effective Augument A) Effective Augument B) Effective Augument C) Effective Augument D) Effective Augument C) Effective Augument D) Effective Augument C) Effective Augument D) Effective Augument C) Ef	ust 5, 20 ust 5, 20 ust 5, 20 ust 5, 20	003 004 005				
ED-EDS-01 From: To:	\$ A B C D	51017 52292 53469 54752 56121	53680 55022 56260 57610 59050	55610 57000 58283 59682 61174	57534 58972 60299 61746 63290	59460 60947 62318 63814 65409
<b>ED-EDS-02</b> From: To:	\$ A B C D	61125 62653 64063 65601 67241	63042 64618 66072 67658 69349	64946 66570 68068 69702 71445		
<b>ED-EDS-03</b> From: To:	\$ A B C D	65232 66863 68367 70008 71758	67294 68976 70528 72221 74027	69345 71079 72678 74422 76283		
<b>ED-EDS-04</b> From: To:	\$ A B C D	69949 71698 73311 75070 76947	72068 73870 75532 77345 79279	74184 76039 77750 79616 81606		
<b>ED-ED\$-05</b> From: To:	\$ A B C D	75398 77283 79022 80919 82942	77716 79659 81451 83406 85491	80008 82008 83853 85865 88012		

## EG - ENGINEERING AND SCIENTIFIC SUPPORT GROUP ANNUAL RATES OF PAY

(in dollars)

Effective Dates: \$) Effective August 5, 2002 A) Effective August 5, 2003 B) Effective August 5, 2004 C) Effective August 5, 2005 D) Effective August 5, 2006											
<b>EG -TECHNOLO</b> From: To:	GICAL \$ A B C D	10000000000000000000000000000000000000	to to to to to to	<b>ITMENT</b> 32229 33035 33778 34589 35454							
<b>EG-01</b> From: To:	\$ A B C D	33945 34794 35577 36431 37342	35302 36185 36999 37887 38834	36715 37633 38480 39404 40389	38181 39136 40017 40977 42001	39711 40704 41620 42619 43684	41299 42331 43283 44322 45430				
<b>EG-02</b> From: To:	\$ A B C D	37341 38275 39136 40075 41077	38831 39802 40698 41675 42717	40387 41397 42328 43344 44428	42001 43051 44020 45076 46203	43681 44773 45780 46879 48051	45430 46566 47614 48757 49976				
<b>EG-03</b> From: To:	\$ A B C D	41074 42101 43048 44081 45183	42716 43784 44769 45843 46989	44425 45536 46561 47678 48870	46199 47354 48419 49581 50821	48049 49250 50358 51567 52856	49970 51219 52371 53628 54969				
<b>EG-04</b> From: To:	\$ A C D	45181 46311 47353 48489 49701	46989 48164 49248 50430 51691	48869 50091 51218 52447 53758	50823 52094 53266 54544 55908	52854 54175 55394 56723 58141	54968 56342 57610 58993 60468				
<b>EG-05</b> From: To:	\$ A B C D	49698 50940 52086 53336 54669	51685 52977 54169 55469 56856	53753 55097 56337 57689 59131	55902 57300 58589 59995 61495	58141 59595 60936 62398 63958	60466 61978 63373 64894 66516				

EG-06							
From:	\$	54669	56854	59130	61494	63952	66510
To:	Α	56036	58275	60608	63031	65551	68173
	В	57297	59586	61972	64449	67026	69707
	С	58672	61016	63459	65996	68635	71380
	D	60139	62541	65045	67646	70351	73165
EG-07							
From:	\$	60134	62541	65042	67644	70350	73164
To:	Α	61637	64105	66668	69335	72109	74993
	В	63024	65547	68168	70895	73731	76680
	С	64537	67120	69804	72596	75501	78520
	D	66150	68798	71549	7441 <b>1</b>	77389	80483
EG-08							
From:	\$	66151	68797	71545	74408	77384	80480
To:	Å	67805	70517	73334	76268	79319	82492
10.							
	B	69331	72104	74984	77984	81104	84348
	C	70995	73834	76784	79856	83050	86372
	D	72770	75680	78704	81852	85126	88531

## EL - ELECTRONICS GROUP ANNUAL RATES OF PAY (in dollars)

- Effective Dates: \$) Effective September 1, 2002 X) EffectiveAugust 5, 2003 (Harmonization) A) EffectiveAugust 5, 2003 B) EffectiveAugust 5, 2004 C) EffectiveAugust 5, 2005 D) EffectiveAugust 5, 2006

<b>EL-01</b> From: To:	\$ X B C D	24771	26043	27318 27318 28001 28631 29318 30051	28590 28590 29305 29964 30683 31450	29871 29871 30618 31307 32058 32859	31150 31150 31929 32647 33431 34267	32430 32430 33241 33989 34805 35675	33706 33706 34549 35326 36174 37078	34980 34980 35855 36662 37542 38481	36252 36252 37158 37994 38906 39879	37527 37527 38465 39330 40274 41281	39027 39027 40003 40903 41885 42932
<b>EL-02</b> From: To:	\$ X B C D	33274	34700	36132	37573 37573 38512 39379 40324 41332	39014 39014 39989 40889 41870 42917	42125 42125 43178 44150 45210 46340	45239 45239 46370 47413 48551 49765	47050 47050 48226 49311 50494 51756				
<b>EL-03</b> From: <i>To:</i>	\$ X A B C D	36949	38538	40140	41735 41735 42778 43741 44791 45911	43330 43330 44413 45412 46502 47665	46781 46781 47951 49030 50207 51462	50235 50235 51491 52650 53914 55262	52245 52245 53551 54756 56070 57472				
<b>EL-04</b> From: To:	\$ X A B C D	41166	42943	44736	46524 46524 47687 48760 49930 51178	48308 48308 49516 50630 51845 53141	50100 50100 51353 52508 53768 55112	51892 51892 53189 54386 55691 57083	53967 53967 55316 56561 57918 59366	55910 57308 58597 60003 61503			

<b>EL-05</b> From: To:	\$ X A B C D	45607	47595	49599	51585 51585 52875 54065 55363 56747	53576 53576 54915 56151 57499 58936	55563 55563 56952 58233 59631 61122	57552 57552 58991 60318 61766 63310	59855 59855 61351 62731 64237 65843	62010 63560 64990 <b>66550</b> 68214
EL46 From: To:	\$ X B C D	50310	52517	54723	56933 56933 58356 59669 61101 62629	59135 59135 60613 61977 63464 65051	61346 61346 62880 E4295 65838 67484	63556 63556 65145 66611 68210 69915	66097 66097 67749 69273 70936 72709	68476 70188 71767 73489 75326
EL47 From: To:	\$XABCD	55203	57632	60062	62368 62368 63927 65365 66934 68607	64679 64679 66296 67788 69415 71150	66988 66988 68663 70208 71893 73690	69297 69297 71029 72627 74370 76229	72070 72070 73872 75534 77347 79281	74665 76532 78254 80132 82135
<b>EL-08</b> From: To:	\$ X A B C D	60089	62597	64966	67330 67330 69013 70566 72260 74067	69696 69696 71438 73045 74798 76668	72060 72060 73862 75524 77337 79270	74425 74425 76286 78002 79874 81871	77402 77402 79337 81122 83069 85146	80188 82193 84042 86059 88210
<b>EL49</b> From: To:	\$ X B C D	64607	67171	69738	72299 72299 74106 75773 77592 79532	74866 74866 76738 78465 80348 82357	77434 77434 79370 81156 83104 85182	79997 79997 81997 83842 85854 88000	83196 83196 85276 87195 89288 91520	86191 88346 90334 92502 94815

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# **EN-ENG-ENGINEERING GROUP** ANNUAL RATES OF PAY (in dollars)

Effective Dates: \$) Effective Ocother 1, 2002 X) Effective August 5, 2003 (Harmonization) A) Effective August 5, 2003 B) Effective August 5, 2004 C) Effective August 5, 2005 D) Effective August 5, 2006												
<b>EN-ENG-01</b> From: To:	\$XAB CD	34492 34792 35662 36464 37339 38272	to to to to to	41375 41675 42717 43678 44726 45844								
<b>EN-ENG-02</b> From: To:	\$ X A B C D	42984	44780 44780 45900 46933 48059 49260	46711 46711 47879 48956 50131 51384	48504 48504 49717 50836 52056 53357	50299 50299 51556 52716 53981 55331	52095 53397 54598 55908 57306					
<b>EN-ENG-03</b> From: To:	\$XA BC D	51928	54115 54115 55468 56716 58077 59529	56365 56365 57774 59074 60492 62004	58611 58611 60076 61428 62902 64475	60853 60853 62374 63777 65308 66941	63099 63099 64676 66131 67718 69411	65343 65343 66977 68484 70128 <b>71881</b>	67584 69274 70833 72533 74346			
<b>EN-ENG-04</b> From: To:	\$ X B C D	61006	63443 63443 65029 66492 68088 69790	65878 65878 67525 69044 70701 72469	68318 68318 70026 <b>71602</b> 73320 75153	<b>70757</b> 70757 72526 74158 75938 77836	73195 73195 75025 76713 78554 80518	75632 77523 79267 81169 <b>83198</b>				
<b>EN-ENG-05</b> From: To:	\$ X A B C D	69958	72806 72806 74626 76305 78136 80089	75639 75639 77 <b>530</b> 79274 81177 83206	78484 78484 80446 82256 84230 86336	81330 81330 83363 85239 87285 89467	84179 84179 86283 88224 90341 92600	87033 89209 91216 93405 95740				
<b>EN-ENG-06</b> From: To:	\$ X A B C D	78327	81351 81351 83385 85261 87307 89490	84371 84371 86480 88426 90548 92812	87397 87397 89582 91598 93796 96141	90418 90418 92678 94763 97037 99463	93441 93441 95777 97932 100282 102789	96459 98870 101095 103521 106109				

# ES - ECONOMICS AND SOCIOLOGY GROUP

ANNUAL RATES OF PAY

(in dollars)

Effective Dates:

**\$)** Effective August 5, 2002

<ul> <li>A) EffectiveAugu</li> <li>B) EffectiveAugu</li> <li>C) EffectiveAugu</li> <li>D) EffectiveAugu</li> </ul>	ist 5, 20 ist 5, 20	)04 )05				
<b>ES-01</b> From: To:	\$ A B C D	38235 39191 40073 41035 42061	39708 40701 41617 42616 43681	41236 42267 43218 44255 45361	42824 43895 44883 45960 47109	44473 45585 46611 47730 48923
<b>ES-02</b> From: To:	\$ A B C D	43211 44291 45288 46375 47534	44606 45721 46750 47872 49069	46048 47199 48261 49419 50654	47534 48722 49818 51014 52289	49070 50297 51429 52663 53980
<b>ES-03</b> From: To:	\$ A B C D	50874 52146 53319 54599 55964	52806 54126 55344 56672 58089	54813 56183 57447 58826 60297	56894 58316 59628 61059 62585	59055 60531 61893 63378 64962
<b>ES-04</b> From: To:	\$ A B C D	60879 62401 63805 65336 66969	63092 64669 66124 67711 69404	65385 67020 68528 70173 71927	67761 69455 71018 72722 74540	70224 71980 73600 75366 77250
<b>ES-05</b> From: To:	\$ A B C D	69181 70911 72506 74246 76102	71727 73520 75174 76978 78902	74367 76226 77941 79812 81807	77103 79031 80809 82748 84817	79941 81940 83784 85795 87940

<b>ES-06</b> From: To:	\$ A B C D	77802 79747 81541 83498 85585	80553 82567 84425 86451 88612	83403 85488 87411 89509 91747	86353 88512 90504 92676 94993	89409 91644 93706 95955 98354
<b>ES-07</b> From: To:	\$ A B C D	85146 87275 89239 91381 93666	87916 <b>90114</b> 92142 94353 96712	90777 93046 95140 97423 99859	93730 96073 98235 100593 103108	96779 99198 <b>101430</b> 103864 106461
<b>ES-08</b> From: To:	\$ A B C D	89483 91720 93784 96035 98436	to to to to	103575 106164 108553 <b>111158</b> 113937		

## **FI - FINANCIAL ADMINISTRATION** ANNUAL RATES OF PAY (in dollars)

Effective Dates:

\$) Effective November 7, 2002

<ul> <li>\$) Effective Nove</li> <li>X) Effective Augu</li> <li>A) Effective Augu</li> <li>B) Effective Augu</li> <li>C) Effective Augu</li> <li>D) Effective Augu</li> </ul>	ist 5, 20 ist 5, 20 ist 5, 20 ist 5, 20	003 (Harmo 003 004 005	onization)							
<b>FI – DEVELOPM</b> From: To:	ENT \$ A B C D	22028 22028 22579 23087 23641 24232	to to to to to	40497 40497 41509 42443 43462 44549						
<b>FI-01</b> From: To:	\$ X A B C D	41200 41200 42230 43180 44216 45321	43103 43103 44181 45175 46259 47415	45010 45010 46135 47173 48305 49513	46917 46917 48090 49172 50352 51611	48819 48819 50039 51165 52393 53703	50727 50727 51995 53165 54441 55802	52633 52633 53949 55163 56487 57899	54537 54537 55900 57158 58530 59993	56662 56662 58079 59386 60811 62331
<b>Fi-02</b> From: To:	\$ X B C D	50151 50151 51405 52562 53823 55169	52476 52476 53788 54998 56318 57726	54804 54804 56174 57438 58817 60287	57130 57130 58558 59876 61313 62846	59459 59459 60945 62316 63812 65407	61787 61787 63332 64757 66311 67969	64112 64112 65715 67194 68807 70527	66698 66698 68365 69903 71581 73371	
<b>FI-03</b> From: To:	\$ X A B C D	60789	63458 63458 65044 66507 68103 69806	66129 66129 67782 69307 70970 72744	68803 68803 70523 72110 73841 75687	71474 71474 73261 74909 76707 78625	74145 74145 75999 77709 79574 81563	77116 77116 79044 80822 82762 84831	80201 82206 84056 86073 88225	
<b>FI-04</b> From: To:	\$ X A B C D	67859	70871 70871 72643 74277 76060 77962	73876 73876 75723 77427 79285 81267	76886 76886 78808 80581 82515 84578	79898 79898 81895 83738 85748 87892	82907 82907 84980 86892 88977 91201	86249 86249 88405 90394 92563 94877	89699 91941 94010 96266 98673	

## FO -FORESTRY GROUP ANNUAL RATES OF PAY (in dollars)

Effective Dates: \$) Effective October 1, 2002 X) Effective August 5, 2003 (Harmonization) A) Effective August 5, 2003 B) Effective August 5, 2004 C) Effective August 5, 2005 D) Effective August 5, 2006

### FO-01

From:	\$	24610	to	42319	*	44336	45709	47298	48899	51502	53399	55279	57161	59045	
To:	Х	24910	to	42319	*	44336	45709	47298	48899	51502	53399	55279	57161	59045	60929
	Α	25533	to	43377	*	45444	46852	48480	50121	52790	54734	56661	58590	60521	62452
	в	26107	to	44353	*	46466	47906	49571	51249	53978	55966	57936	59908	61883	63857
	С	26733	to	<b>454</b> 17	*	47581	49056	50761	52479	55273	57309	59326	61346	63368	65390
	D	27401	to	46552	*	48771	50282	52030	53791	56655	58742	60809	62880	64952	67025

## \*(ROUNDED TOM E NEAREST\$10.00)

FO-02									
From:	\$	56775	58673	60496	62430	64571	66501	68409	
To:	Х		58673	60496	62430	64571	66501	68409	70318
	Α		60140	62008	63991	66185	68164	70119	72076
	В		61493	63403	65431	67674	69698	71697	73698
	С		62969	64925	67001	69298	71371	73418	75467
	D		E4543	66548	68676	71030	73155	75253	77354
FO-03									
From:	\$	66692	68535	70478	72393	74700	77474		
To:	X	00092	68535			74799	77174	70554	
10:			70248	70478	72393	74799	77174	79551	
	A			72240	74203	76669	79103	81540	
	B		71829	73865	75873	78394	80883	83375	
	C		73553	75638	77694	80275	82824	85376	
	D		75392	77529	79636	82282	84895	87510	
FO-04									
From:	\$	74883	77007	79133	81256	83385	85424		
To:	Х		77007	79133	81256	83385	85424	87466	
	Α		78932	81111	83287	85470	87560	89653	
	В		80708	82936	85161	87393	89530	91670	
	С		82645	84926	87205	89490	91679	93870	
	D		84711	87049	89385	91727	93971	96217	
	-				22000	÷	00071		

### GL - GENERAL LABOUR **a** TRADES BOILER-MAKING AND BLACKSMITHING SUB-GROUP (BOB) HOURLY RATES OF PAY (in dollars)

### Effective Dates:

S) Effective August 5, 2002
A) Effective August 5, 2003
X) Effective August 5, 2003 (Harmonization)
B) Effective August 5, 2004
C) Effective August 5, 2005
D) Effective August 5, 2002

- D) Effective August 5, 2006

## GL-BOB

ZONE	LEVEL		01	02	03	04	05	06	07	80	09	10	11	12	13	14
1	From:	\$	14.53	15.00	15.56	16.03	16.59	17.19	17.75	18.46	<b>1</b> 9.17	19.87	20.59	21.32	22.06	22,78
	To:	A	14.89	15.38	15.95	16.43	17.00	17.62	18.19	18.92	19.65	20.37	21.10	21.85	22.61	23.35
		Х	16.20	16.73	17.35	17.88	18.50	19.17	19.79	20.58	21.38	22.16	22.96	23.77	24.60	25.40
		В	16.56	17.11	17.74	18.28	18.92	19.60	20.24	21.04	21.86	22.66	23.48	24.30	25.15	25.97
		С	16.96	17.52	18.17	18.72	19.37	20.07	20.73	21.54	22.38	23.20	24.04	24.88	25.75	26.59
		D	17.38	17.96	18.62	19.19	19.85	20.57	21.25	22.08	22.94	23.78	24.64	25.50	26.39	27.25
ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13	14
2	From:	\$	13.64	14.10	14.58	15.05	15.63	16.11	16.64	17.29	17.95	18.63	19.24	19.95	20.59	21.23
	To:	Α	13.98	14.45	14.94	15.43	16.02	16.51	17.06	17.72	18.40	19.10	19.72	20.45	21.10	21.76
		Х	15.32	15.84	16.37	16.91	17.56	18.09	18.70	19.42	20.17	20.93	21.61	22.41	23.13	23.85
		В	15.66	16.20	16.74	17.29	17.96	18.50	19.12	19.86	20.62	21.40	22.10	22.91	23.65	24.39
		С	16.04	16.59	17.14	17.70	18.39	18.94	19.58	20.34	21.11	21.91	22.63	23.46	24.22	<b>24</b> .98
		D	16.44	17.00	17.57	18.14	18.85	19.41	20.07	20.85	21.64	22.46	23.20	24.05	24.83	25.60

Zone 1 – Alberta, British Columbia, Yukon, Nunavut and Northwest Territories

Zone 2 - Atlantic provinces. Quebec, Ontario, Manitoba and Saskatchewan

#### GL - ENERAL LABOUI TF FION INSPECTINI GI (COI) HOURLY RATES OF AY (in dollars)

Effective Dates: \$) Effective August 5, 2002 A) Effective August 5, 2003 XI Effective August 5, 2003 (Harmonization) B) Effective / Jgi it 5, 2004 C) Effecti it 5, D) Effecti it 5,

GL-COI STEP 1

ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13	14
1	From:	\$	14.92	15.44	16.00	16.49	17.06	17.68	18.28	18.96	19.73					
	To:	А	15.29	15.83	16.40	16.90	17.49	18.12	18.74	19.43	20.22					
		Х	16.64	17.22	17.84	18.39	19.03	19,71	20,39	21.14	22.00					
		В	17.01	17.61	18.24	18.80	19.46	20.15	20.85	21.62	22.50					
		С	17.42	18.03	18.68	19.25	19.93	20.63	21.35	22.14	23.04					
		Ď	17.86	18.48	19.15	19,73	20.43	21.15	21.88	22.69	23.62					
ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13	14
2	From:	\$	15.66	16.22	16.78	17.33	17.94	18.56	19.19	19.98	20.76					
	To:	Å	16.05	16.63	17.20	17.76	18.39	19.02	19.67	20.48	21.28					
		Х	17.59	18.23	18.85	19.46	20.16	20.85	21.56	22.45	23.32					
		В	17.99	18.64	19.27	19,90	20.61	21.32	22.05	22.96	23.84					
		č	18.42	19.09	19.73	20.38	21.10	21.83	22.58	23.51	24.41					
		D	18.88	19.57	20.22	20.89	21.63	22.38	23.14	24.10	25.02					

Zone 1 – Alberta, British Columbia Yukon, Nunavut and Northwest Territories

Zone 2 - Atlantic es, Quebe ;, Ontario, Manitot I Saskatch

#### GL - GENERAL LABOUR AND TRADES CONSTRUCTION INSPECTING SUB-GROUP(COI) (CONSTRUCTION INSPECTOR) HOURLY RATES OF PAY (in dollars)

A) Effectiv X) Effectiv B) Effectiv C) Effectiv	Dates: /e August 5, 2002 /e August 5, 2003 /e August 5, 2003 (I /e August 5 /e Aug_t 5 /ve August 5	Harmo	onization)													
GL-COI	STEP2															
ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13	14
·	From: To:	\$ A X B C D									22.12 22.67 24.66 25.21 25.82 26.47	22.97 23.54 25.61 26.19 26.82 27.49	23.81 24.41 26.56 27.16 27.81 28.51	24.67 25.29 27.52 28.14 28.82 29.54	25.51 26.15 28.45 29.09 29.79 30.53	26.38 27.04 29.42 30.08 30.80 31.57
ZONE	LEVEL		01	02	03	04	05	06	07	80	09	10	11	12	13	14
2	From: To:	<b>\$</b> A X <b>B</b> C D									21.32 21.85 23.95 24.49 25.08 25.71	22.13 22.68 24.86 25.42 26.03 26.68	22.95 23.52 25.78 26.36 26.99 27.66	23.76 24.35 26.69 27.29 27.94 28.64	24.57 25.18 27.60 28.22 28.90 29.62	25.42 26.06 28.56 29.20 29.90 30.65

Zone 1 – Alberta, British Columbia, Yukon, Nunavut and Northwest Territories

#### **3L - GENERAL LABOUR AND TRADES** ELECTRICAL INSTALLING AND MAINTAINING SUB-GROUP (EIM) HOURLY RATES OF PAY (in dollars)

Effective Dates:

**\$) Effective August** 5, 2002 A) Effective August 5, 2003 X) Effective August 5, 2003 (Harmonization) B) Effective August 5, 2004

C) Effective August 5, 2005

D) Effective August 5, 2006

GL-EIM STEP1

ZONE	LEVEL		01	02	03	04	05	06	07	80	09	10	11	12	13	14
I	From:	\$	16.07	16.63	17.20	17.79	18.39	19.09	19.74	20.57	21.39	22,17				
	To:	À	16.47	17.05	17.63	18.23	18.85	19.57	20.23	21.08	21.92	22.72				
		Х	17.92	18.55	19.18	19.83	20.51	21.29	22.01	22.94	23.85	24.72				
		В	18.32	18.97	19.61	20.28	20.97	21,77	22.51	23,46	24.39	25.28				
		С	18.76	19.43	20.08	20.77	21.47	22.29	23.05	24.02	24.98	25.89				
		D	19.23	19.92	20.58	21.29	22.01	22.85	23.63	24.62	25.60	26.54				
ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13	14
2	From:	\$	15.57	16.11	16.64	17.23	17.82	18.46	19.09	19.87	20.64	21.44				
-	To:	Å	15.96	16.51	17.06	17.66	18.27	18.92	19.57	20.37	21.16	21.98				
		X	17.49	18.09	18.70	19.36	20.02	20.74	21.45	22.33	23.19	24.09				
		B	17.88	18.50	19.12	19.80	20.47	21.21	21.93	22.83	23.71	24.63				
		c	18.31	18,94	19.58	20,28	20,96	21.72	22.46	23.38	24.28	25.22				
		D	18.77	19.41	20.07	20.79	21.48	22.26	23.02	23.96	24.89	25.85				

Zone 1 - Alberta, British Columbia, Yukon, Nunavut and Northwest Territories

#### GL • GENERAL LABOUR AND TRADES ELECTRICAL INSTALLING AND MAINTAINING SUBGROUP (EIM) (ELECTRICIAN) HOURLY RATES OF PAY (in dollars)

A) Effectiv X) Effectiv B) Effectiv C) Effectiv	Dates: ve August 5, 2002 ve August 5, 2003 ve August 5, 2003 ( ve August 5, 2004 ve August 5, 2005 ve August 5, 2006	Harmo	onization)													
GL-EIM	STEP2															
ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13	14
	From: To:	\$ A X B C D										22.78 23.35 25.40 25.97 26.59 27.25	23.60 24.19 26.32 26.91 27.56 28.25	24.45 25.06 27.27 27.88 28.55 29.26	25.29 25.92 28.20 28.83 29.52 30.26	26.12 26.77 29.13 29.79 30.50 31.26
ZONE	LEVEL		01	02	03	04	05	06	07	08	09	i o	11	12	13	14
2	From: To:	\$ A X B C D										22.01 22.56 24.73 25.29 25.90 26.55	22.80 23.37 25.61 26.19 26.82 27.49	23.63 24.22 26.55 27.15 27.80 28.50	24.45 25.06 27.47 28.09 28.76 29.48	25.27 25.90 28.39 29.03 29.73 30.47

Zone 1 – Alberta, British Columbia, Yukon, Nunavut and Northwest Territories **Zone 2** – Atlantic provinces. Quebec, Ontario, Manitoba and Saskatchewan

#### GL - GENERAL LABOUR AND TRADES LEMENTAL SUB-GROUP (ELE) HOURLY RATES OF P (in dollars)

Effective Dates: \$) Effective August 5, 2002 A) Effective August 5, 2003 A) Effective August 5, 2003 (Harmonization)
B) Effective August 5, 2004
C) Effective August 5, 2005
D) Effective August 5, 2006

#### GL-ELE

ZONE	LEVEL		01	02	03	04	05	06	07	80	09	10	11	12	13	14
1	From:	\$	14.58	15.14	15.65	16.11	16.72	17.28	17.86	18.56	19.24	20.00	20.74	21.44	22.17	22.88
	TO:	À	14.94	15.52	16.04	16.51	17.14	17.71	18.31	19.02	19.72	20.50	21.26	21.98	22.72	23.45
		Х	16.25	16,89	17.45	17.96	18.65	19.27	19.92	20.69	21.46	22.30	23.13	23.91	24.72	25.51
		В	16.62	17.27	17.84	18.36	19.07	19.70	20.37	21.16	21.94	22.80	23.65	24.45	25.28	26.08
		Ċ	17.02	17.68	18.27	18.80	19.53	20.17	20.86	21.67	22.47	23.35	24.22	25.04	25.89	26.71
		D	17.45	18.12	18.73	19.27	20.02	20.67	21.38	22.21	23.03	23.93	24.83	25.67	26.54	27.38
ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13	14
2	From:	\$	13.92	14.39	14.89	15.38	15.93	16.46	16.97	17.66	18.33	18.95	19.65	20.35	21.02	21.70
	To:	A	14.27	14.75	15.26	15.76	16.33	16.87	17.39	18.10	18.79	19.42	20.14	20.86	21.55	22.24
		Х	15.64	16.17	16.72	17.27	17.90	18.49	19.06	19.84	20.59	21.28	22.07	22.86	23.62	24.38
		В	15.99	16.53	17.10	17.66	18,30	18.91	19.49	20.29	21.05	21.76	22.57	23.37	24.15	24.93
		Ċ	16.37	16.93	17.51	18.08	18.74	19.36	19.96	20.78	21.56	22.28	23.11	23.93	24.73	25.53
		D	16.78	17.35	17.95	18.53	19.21	19.84	20.46	21.30	22.10	22.84	23.69	24.53	25.35	26.17

Zone 1 – Alberta. British Columbia, Yukon, Nunavut and Northwest Territories

#### GL - GENERAL LABOUR AND TRADES CHINERY MAIN SUBGROUP (MAM) HOURLY RATES OF PAY (in dollars)

Effective Dates

- \$) Effective August 5, 2002
- A) Effective August 5, 2003
  X) Effective August 5, 2003 (Harmonization)
  B) Effective August 5, 2004
- C) Effective August 5, 2005 D) Effective August 5, 2005

#### GL-MAM

ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13	14
1	From:	\$	15.68	16.27	16.83	17.37	18.00	18.64	19.26	20.05	20.85	21.67	22.45	23.25	24.04	24.82
	To:	A	16.07	16.68	17.25	17.80	18.45	19.11	19.74	20.55	21.37	22.21	23.01	23.83	24.64	25.44
		Х	17.48	18,15	18.77	19.37	20.07	20.79	21.48	22.36	23.25	24.16	25.03	25.93	26.81	27.68
		В	17.87	18.56	19.19	19.81	20.52	21.26	21.96	22.86	23.77	24.70	25.59	26.51	27.41	28.30
		С	18.30	19.01	19.65	20.29	21.01	21.77	22.49	23.41	24.34	25.29	26.20	27.15	28.07	28.98
		D	18.76	19.49	20.14	20.80	21.54	22.31	23.05	24.00	24.95	25.92	26.86	27.83	28.77	29.70
ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13	14
2	From:	\$	14.53	15.00	15.56	16.03	16.59	17,19	17.72	18.46	19.17	19.87	20.59	21.31	22.04	22.78
	To:	Á	14.89	15.38	15.95	16.43	17.00	17.62	18.16	18.92	19.65	20.37	21.10	21.84	22.59	23.35
		Х	16.32	16.86	17.48	18.01	18.63	19.31	19.90	20.74	21.54	22.33	23.13	23.94	24.76	25.59
		В	16.69	17. <b>24</b>	17.87	18.42	19.05	19.74	20.35	21.21	22.02	22.83	23.65	24.48	25.32	26.17
		С	17.09	17.65	18.30	18.86	19.51	20.21	20.84	21.72	22.55	23.38	24.22	25.07	25.93	26.80
		D	17.52	18.09	18.76	19.33	20.00	20.72	21.36	22.26	23.11	23.96	24.83	25.70	26.58	27.47

Zone 1 – Alberta, British Columbia, Yukon, Nunavut and Northwest Territories

#### GL - GENERAL LABOUR AND TRADES MANIPULATION SUB-GROUP (MAN) HOURLY RATES OF PA (in dollars)

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Effective Dates

\$) Effective August 5, 2002
A) Effective August 5, 2003
X] Effective August 5, 2003 (Harmonization)
B) Effective August 5, 2004
C) Effective August 5, 2005
D) Effective August 5, 2006

#### GL-MAN

ZONE	LEVEL		01	02	03	04	05	06	07	80	09	10	11	12	13	14
1	From:	\$	15.93	16.47	17.03	17.63	18.22	18.85	19.49	20.35	21.12	21.96	22.76	23.55	24.41	25.17
	To:	Α	16.33	16.88	17.46	18.07	18.68	19.32	19.98	20.86	21.65	22.51	23.33	24.14	25.02	25.80
		Х	17.77	18.37	19.00	19.66	20.32	21.02	21.74	22.70	23.56	24.49	25.38	26.26	27.22	28.07
		в	18.17	18.78	19.43	20.10	20.78	21.49	22.23	23.21	24.09	25.04	25.95	26.85	27.83	28.70
		С	18.61	19.23	19.90	20.58	21.28	22.01	22.76	23.77	24.67	25.64	26.57	27,49	28.50	29.39
		D	19.08	19.71	20.40	21.09	21.81	22.56	23.33	24.36	25.29	26.28	27.23	28.18	29.21	30.12
ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13	14
2	From:	\$	14.73	15.22	15.71	16.26	16.83	17.39	17.97	18.69	19.40	20.15	20,87	21.60	22.33	23.06
	To:	Ā	15.10	15.60	16.10	16.67	17.25	17.82	18.42	19,16	19.89	20.65	21.39	22.14	22.89	23.64
		Х	16.55	17.10	17.65	18.27	18.91	19.53	20.19	21.00	21.80	22.63	23.44	24.27	25.09	25.91
		В	16.92	17.48	18.05	18.68	19.34	19.97	20.64	21.47	22.29	23.14	23.97	24.82	25.65	26.49
		С	17.33	17.90	18.48	19.13	19.80	20.45	21.14	21.99	22.82	23.70	24.55	25.42	26.27	27.13
		D	17.76	18.35	18.94	19.61	20.30	20.96	21.67	22,54	23.39	24.29	25.16	26.06	26.93	27.81

Zone 1 – Alberta, British Columbia, Yukon, Nunavut and Northwest Territories

#### **GL - GENERAL LABOUR AND TRADES** MACHINE DRIVING-OPERATING SUBGROUP (MDO) HOURLY RATES OF PAY (in dollars)

Effective Dates:

- \$)Effective August 5, 2002
- A) Effective August 5, 2003 X) Effective August 5, 2003 (Harmonization)
- B) Effective August 5, 2004
- C) Effective August 5, 2005 D) Effective August 5, 2006

#### GL-MDO

ZONE	LEVEL		01	02	03	04	05	06	07	08	09	۱٥	11	12	13	14
1	From:	\$	14.81	15.34	15.85	16.38	17.29	17.90	18.50	19.24	19.98	20.75	21.48	22.27	23.04	23.77
	То:	А	15.18	15.72	16.25	16.79	17.72	18,35	18.96	19.72	20.48	21.27	22.02	22.83	23.62	24.36
		Х	16.52	17.10	17.68	18.27	19.28	19,96	20.63	21.46	22.28	23.14	23.96	24.84	25.70	26.50
		В	16.89	17.48	18.08	18.68	19.71	20.41	21.09	21.94	22.78	23.66	24.50	25.40	26.28	27.10
		С	17.30	17.90	18.51	19.13	20.18	20,90	21,60	22.47	23.33	24.23	25.09	26.01	26.91	27.75
		D	17.73	18.35	18.97	19.61	20.68	21.42	22.14	23.03	23.91	24.84	25.72	26.66	27.58	28.44
ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13	14
2	From:	\$	13.69	14.20	14.63	15.14	16.00	16.51	17.04	17.70	18.37	19.03	19.73	20.40	21.08	21,75
	To:	Á	14.03	14.56	15.00	15.52	16.40	16.92	17.47	18.14	18.83	19.51	20.22	20.91	21.61	22.29
		Х	15.38	15.96	16.44	17.01	17.97	18.54	19,15	19.88	20.64	21.38	22.16	22.92	23.68	24.43
		В	15.73	16.32	16.81	17.39	18.37	18.96	19.58	20.33	21.10	21.86	22.66	23.44	24.21	24.98
		С	16.11	16.71	17.21	17.81	18.81	19.42	20.05	20.82	21.61	22.38	23.20	24.00	24,79	25.58
		D	16.51	17.13	17.64	18.26	19.28	19.91	20.55	21.34	22.15	22.94	23.78	24.60	25.41	26.22

Zone I-Alberta, British Columbia, Yukon, Nunavut and Northwest Territories

#### GL -GENERAL LABOUR AND TRADES MACHINEOPERATING-CONTROLLING SUB-GROUP (MOC) HOURLY RATES OF PAY (in dollars)

Effective Dates:

- **\$)** EffectiveAugust 5, 2002 A) Effective August 5, 2003
- X) Effective August 5, 2003 (Harmonization)
- B) EffectiveAugust 5, 2004
- C) Effective August 5, 2005 D) Effective August 5, 2006

#### GL-MOC

ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13	14
1	From:	\$	15.61	16.13	16.70	17.23	17.86	18.49	19.14	19.93	20.68	21.47	22.27	23.04	23.81	24.60
	To:	Α	16.00	16.53	17.12	17.66	18.31	18.95	19.62	20.43	21.20	22.01	22.83	23.62	24.41	25.22
		Х	17.41	17.98	18.63	19.21	19.92	20.62	21.35	22.23	23.07	23.95	24.84	25.70	26.56	27.44
		В	17.80	18.38	19.05	19.64	20.37	21.08	21.83	22.73	23.59	24.49	25.40	26.28	27.16	28.06
		С	18.23	18.82	19.51	20.11	20.86	21.59	22.35	23.28	24.16	25.08	26.01	26.91	27.81	28.73
		D	18.69	19.2 <del>9</del>	20.00	20.61	21.38	22.13	22.91	23.86	24.76	25.71	26.66	27.58	28.51	29.45
ZONE	LEVEL		01	02	03	04	05	06	07	80	09	10	11	12	13	14
2	From:	\$	14.74	15.27	15,76	16.28	16.87	17.44	18.04	18.74	19.45	20.20	20.93	21,68	22.41	23.11
	To:	À	15.11	15.65	16.15	16.69	17.29	17.88	18.49	19.21	19.94	20.71	21.45	22.22	22.97	23.69
		Х	16.56	17.15	17.70	18.29	18.95	19.60	20.27	21.05	21.85	22.70	23.51	24.35	25.18	25.96
		В	16.93	17.54	18.10	18.70	19.38	20.04	20,73	21.52	22.34	23.21	24.04	24.90	25.75	26.54
		С	17.34	17.96	18.53	19.15	19.85	20.52	21.23	22.04	22.88	23.77	24.62	25.50	26.37	27.18
		D	17.77	18.41	18.99	19.63	20.35	21.03	21.76	22.59	23.45	24.36	25.24	26.14	27.03	27.86

Zone 1 - Alberta, British Columbia, Yukon, Nunavut and Northwest Territories

#### GL - GENERAL LABOUR AND TRADES SUB-GROUP CF) PAINTING AND ONSTRUCTION FINISH HOURLY RATES OF PAY (in dollars)

Effective Dates:

- \$) Effective August 5, 2002
- A) Effective August 5, 2003 X) Effective August 5, 2003 (Harmonization)
- B) Effective August 5, 2004
- C) Effective August 5, 2005 D) Effective August 5, 2006
- GL-PCF

ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13	14
1	From: To:	\$ A X B C D						20.57 21.08 22.94 23.46 24.02 24.62	21.29 21.82 23.74 24.27 24.85 25.47	22.16 22.71 24.71 25.27 25.88 26.53	23.06 23.64 25.72 26.30 26.93 27.60	23.97 24.57 26.73 27.33 27.99 28.69	24.83 25.45 27.69 28.31 28.99 29.71	25.73 26.37 28.69 29.34 30.04 30.79	26.62 27.29 29.69 30.36 31.09 31.87	27.50 28.19 30.67 31.36 32.11 32.91
ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13	14
2	From: <b>To:</b>	\$ A X B C D						18.98 19.45 21.32 21.80 22.32 22.88	19.66 20.15 22.08 22.58 23.12 23.70	20.50 21.01 23.03 23.55 24.12 24.72	21.31 21.84 23.94 24.48 25.07 25.70	22.12 22.67 24.85 25.41 26.02 26.67	22.95 23.52 25.78 26.36 26.99 27.66	23.75 24.34 26.68 27.28 27.93 28.63	24.55 25.16 27.58 28.20 28.88 29.60	25.34 25.97 28.46 29.10 29.80 30.55

Zone 1 – Alberta. British Columbia, Yukon, Nunavut and Northwest Territories

#### - GENERAL LABOUR AND TRADES PIPEFITTING SUB-GROUP (PIP) HOURLY RATES OF PAY (in dollars)

Effective Dates:

- \$) Effective August 5, 2002
- A) Effective August 5, 2002
  A) Effective August 5, 2003
  X) Effective August 5, 2003 (Harmonization)
  B) Effective August 5, 2004
  C) Effective August 5, 2005
  D) Effective August 5, 2006

GL-PIP STEP 1

ZONE	LEVEL		01	02	03	04	05	06	07	08	09	io	11	12	13	14
	From:	\$	15.29	15.82	16.33	16.90	17.48	18.10	18.69	19.45	20.25	21.01	21.74	22.55	23.31	24.07
	To:	Α	15.67	16.22	16.74	17.32	17.92	18.55	19.16	19.94	20.76	21.54	22.28	23.11	23.89	24.67
		х	17.05	17.65	18.21	18.84	19.50	20.18	20.85	21.69	22.59	23.44	24.24	25.14	25.99	26.84
		В	17.43	18.05	18.62	19.26	19.94	20.63	21.32	22.18	23.10	23.97	24.79	25.71	26.57	27.44
		С	17.85	18.48	19.07	19.72	20.42	21.13	21.83	22.71	23.65	24.55	25.38	26.33	27.21	28.10
		D	18.30	18.94	19.55	20.21	20.93	21.66	22.38	23.28	24.24	25.16	26.01	26.99	27.89	28.80
ZONE	LEVEL		01	02	03	04	05	06	07	08	09	io	11	12	13	14
2	From:	\$	16.09	16.64	17.25	17.81	18.48	19.15	19.76	20.59	21.42	22.20	23.06	23.86	24.69	25.51
	To:	Α	16.49	17.06	17.68	18.26	18.94	19.63	20.25	21.10	21.96	22.76	23.64	24.46	25.31	26,15
		Х	18.07	18.70	19.38	20.01	20.76	21.51	22.19	23,13	24.07	24.94	25.91	26.81	27.74	28.66
		В	18.48	19.12	19.82	20.46	21.23	21.99	22.69	23.65	24.61	25.50	26.49	27.41	28.36	29.30
		С	18.92	19.58	20.30	20.95	21.74	22.52	23.23	24.22	25.20	26.11	27.13	28.07	29.04	30.00
		D	19.39	20.07	20.81	21.47	22.28	23.08	23.81	24.83	25.83	26.76	27.81	28.77	29.77	30.75

Zone 1 – Alberta, British Columbia, Yukon, Nunavut and Northwest Territories

#### GL • GENERAL LABOUR AND TRADES PIPEFITTING SUBGROUP (PIP) (PIPEFITTERAND PLUMBER) HOURLY RATES OF PAY (in dollars)

<ul> <li>A) Effective</li> <li>X) Effective</li> <li>B) Effective</li> <li>C) Effective</li> </ul>	Dates: reAugust 5, 2002 veAugust 5, 2003 veAugust 5, 2003 veAugust 5, 2004 veAugust 5, 2005 veAugust 5, 2006	(Harm	nonization)													
GL-PIP	STEP 2															
ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13	14
1	From: To:	\$ A X B C D									22.32 22.88 24.89 25.45 26.06 26.71	23.23 23.81 25.91 26.49 27.13 27.81	24.06 24.66 26.83 27.43 28.09 28.79	24.90 25.52 27.77 28.39 29.07 29.80	25.77 26.41 28.73 29.38 30.09 30.84	26.61 27.28 29.68 30.35 31.08 31.86
ZONE	LEVEL		01	02	03	04	05	06	07	80	09	10	11	12	13	14
2	From: To:	<b>\$</b> A X B C D									22.00 22.55 24.71 25.27 25.88 26.53	22.82 23.39 25.64 26.22 26.85 27.52	23.70 24.29 26.62 27.22 27.87 28.57	24.50 25.11 27.52 28.14 28.82 29.54	25.33 25.96 28.45 29.09 29.79 30.53	26.17 26.82 29.39 30.05 30.77 31.54

Zone 1 – Alberta, British Columbia, Yukon, Nunavut and Northwest Territories Zone 2 – Atlantic provinces, Quebec, Ontario, Manitoba and Saskatchewan

#### GL -GENERAL LABOUR AND TRADES PRECISION WORKING SUB-GROUP(PRW) HOURLY RATES OF PAY (in dollars)

Effective Dates \$) Effective August 5, 2002 A) Effective August 5, 2003 X) Effective August 5, 2003 (Harmonization) B) Effective August 5, 2004 C) Effective August 5, 2005 D) Effective August 5, 2006

GL-PRW STEP1

ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13	14
1	<b>From:</b> To:	\$ A B C D	15.94 16.34 17.78 18.18 18.62 19.09	16.49 16.90 <b>18.39</b> 18.80 19.25 19.73	17.04 17.47 19.01 19.44 19.91 20.41	17.63 18.07 19.66 20.10 20.58 21.09	18.22 18.68 20.32 20.78 21.28 21.81	18.91 19.38 21.09 21.56 22.08 22.63	19.52 20.01 21.77 22.26 22.79 23.36	20.37 20.88 22.72 23.23 23.79	21.17 21.70 23.61 24.14 24.72	22.00 22.55 24.53 25.08 25.68	22.80 23.37 25.43 26.00 26.62	23.60 24.19 26.32 26.91 27.56	24.42 25.03 27.23 27.84 28.51	25.24 25.87 28.15 28.78 29.47
ZONE	LEVEL	U	01	02	03	04	<b>05</b>	06	23.30 07	24.38 <b>08</b>	25.34 <b>09</b>	26.32 <b>10</b>	27.29 11	28.25 <b>12</b>	29.22 <b>13</b>	30.21 <b>14</b>
2	From: To:	\$ A × B C D	14.74 15.11 16.56 16.93 17.34 17.77	15.27 15.65 17.15 17.54 17.96 18.41	15.76 16.15 17.70 18.10 18.53 18.99	16.27 16.68 18.28 18.69 19.14 19.62	16.85 17.27 18.93 19.36 19.82 20.32	17.40 17.84 19.55 19.99 20.47 20.98	18.04 18.49 20.27 20.73 21.23 21.76	18.70 19.17 21.01 21.48 22.00 22.55	19.44 19.93 21.84 22.33 22.87 23.44	20.20 20.71 22.70 23.21 23.77 24.36	20.93 21.45 23.51 24.04 24.62 25.24	21.67 22.21 24.34 24.89 25.49 26.13	22.41 22.97 25.18 25.75 26.37 27.03	23.11 23.69 25.96 26.54 27.18 27.86

Zone 1 - Alberta. British Columbia. Yukon, Nunavut and Northwest Territories

#### GL -GENERAL LABOUR AND TRADES PRECISION WORKING SUBGROUP (PRW) ( PAINTER, BRICKLAYER, STONEMASON AND PLASTERER) HOURLY RATES OF PAY (in dollars)

#### Effective Dates

- **\$)** Effective August 5, 2002 A) Effective August 5, 2003
- A) Effective August 5, 2003 (Harmonization)
  B) Effective August 5, 2004
  C) Effective August 5, 2005
  D) Effective August 5, 2006

#### GL-PRW STEP2

ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13	14
1	From:	\$						20.57	21.29	22.16	23.06	23.97	24.83	25.73	26.62	27.50
	То:	A X						21.08 22.94	21.82 23.74	22.71 24.71	23.64 25.72	24.57 26.73	25.45 27.69	26.37 28.69	27.29 29.69	28.19 30.67
		B C						23.46 24.02	24.27 24.85	25.27 25.88	26.30 26.93	27.33 27.99	28.31 28.99	29.34 30.04	30.36 31.09	31.36 32.11
		D						24.62	25.47	26.53	27.60	28.69	<u>2</u> 9.71	30.79	31.87	32.91
ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13	14
2	From:	\$						18.98	19.66	20.50	21.31	22.12	22.95	23.75	24.55	25.34
	То:	A X						19.45 21.32	20,15 22,08	21.01 23.03	21.84 23.94	22.67 24.85	23.52 25.78	24.34 26.68	25.16 27.58	25.97 28.46
		в						21.80	22.58	23.55	24.48	25.41	26.36	27.28	28.20	29.10
		C D						22.32 22.88	23.12 23.70	24.12 24.72	25.07 25.70	26.02 26.67	26.99 27.66	27.93 28.63	28.88 29.60	29.80 30.55

Zone 1 - Alberta, British Columbia, Yukon, Nunavut and Northwest Territories Zone 2 - Atlantic provinces, Quebec, Onta io, Manitoba and Saskatchewan

#### **GL**-GENERAL LABOUR AND TRADES VEHICLE AND HEAVY EQUIPMENT MAINTAINING SUB-GROUP (VHE) HOURLY RATES OF PAY (in dollars)

Effective Dates:

- \$) Effective August 5, 2002 A) Effective August 5, 2003 X) Effective August 5, 2003 (Harmonization) B) Effective August 5, 2004 C) Effective August 5, 2005 D) Effective August 5, 2006

GL-VHE

ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13	14
1	From:	\$	15.68	16.27	16.83	17.37	18.00	18.64	19.26	20.05	20.85	21.67	22.45	23.25	24.04	24.82
	To:	Α	16.07	16.68	17.25	17.80	18.45	19.11	19.74	20.55	21.37	22.21	23.01	23.83	24.64	25.44
		Х	17.48	18.15	18.77	19.37	20.07	20.79	21.48	22.36	23.25	24.16	25.03	25.93	26.81	27.68
		В	17.87	18.56	19.19	19.81	20.52	21.26	21.96	22.86	23.77	24.70	25.59	26.51	27.41	28.30
		C	18.30	19.01	19.65	20.29	21.01	21.77	22.49	23.41	24.34	25.29	26.20	27.15	28.07	28.98
		D	18.76	19.49	20.14	20.80	21.54	22.31	23.05	24.00	24.95	25.92	26.86	27.83	28.77	29.70
ZONE	LEVEL		01	02	03	04	05	06	07	80	09	10	11	12	13	14
2	From:	\$	14.39	14.90	15.41	15.93	16.47	17.02	17.62	18.32	18.95	19.69	20.39	21.12	21.84	22.56
	To:	Α	14.75	15.27	15.80	16.33	16.88	17.45	18.06	18.78	19.42	20.18	20.90	21.65	22.39	23.12
		Х	16.17	16.74	17.32	17.90	18.50	19.13	19.79	20.58	21.28	22.12	22.91	23.73	24.54	25.34
		В	16.53	17.12	17.71	18.30	18.92	19.56	20.24	21.04	21.76	22.62	23.43	24.26	25.09	25.91
		С	16.93	17.53	18.14	18.74	19.37	20.03	20.73	21.54	22.28	23.16	23.99	24.84	25.69	26.53
		D	17.35	17.97	18.59	19.21	19.85	20.53	21.25	22.08	22.84	23.74	24.59	25.46	26.33	27.19

Zone I d a, tish Columbia, Lion, Nunavut and Northwest Territories

Zone 2 - Atlantic provinces, Quebe Ontario, Manitot 1 Saskatch

#### **GL** - GENERAL LABOUR AND TRADES WOODWORKING SUB-GROUP (WOW) HOURLY RATES OF PAY (in dollars)

Effective Dates: \$) EffectiveAugust 5, 2002

- A) EffectiveAugust 5, 2003
  X) EffectiveAugust 5, 2003 (Harmonization)
  B) Effective August 5, 2004
- C) Effective August 5, 2005
- D) Effe A 1g 5, 2006

#### GL-WOW STEP

ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13	14
1	From:	\$	14.66	15.18	15.68	16.22	16.79	17.34	17.94	18.64	19.39					
	To:	Α	15.03	15.56	16.07	16.63	17.21	17.77	18.39	19.11	19.87					
		Х	16.35	16.93	17.48	18.09	18.72	19.33	20.01	20.79	21.62					
		В	16.72	17.31	17.87	18.50	19.14	19.76	20.46	21.26	22.11					
		С	17.12	17.73	18.30	18.94	19.60	20.23	20.95	21.77	22.64					
		D	17.55	18.17	18.76	19.41	20.0 <del>9</del>	20.74	21.47	22.31	23.21					
ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13	14
2	From:	\$	14.73	15.22	15,75	16.27	16.85	17.39	18.00	18.69	19.44					
	To:	Å	15.10	15.60	16,14	16.68	17.27	17.82	18.45	19.16	19.93					
		Х	16.55	17.10	17.69	18.28	18.93	19.53	20.22	21.00	21.84					
		В	16.92	17.48	18.09	18.69	19.36	19.97	20.67	21.47	22.33					
		С	17.33	17.90	18.52	19.14	19.82	20.45	21.17	21,99	22.87					
		D	17.76	18.35	18.98	19.62	20.32	20.96	21.70	22.54	23.44					

Yukon, Nunavut and Northwest Territories e 1 perta ti sh Colu

#### GL - GENERAL LABOUR AND TRADES WOODWORKING **SUB-GROUP** (WOW) (CARPENTER) HOURLY RATES OF PAY (in dollars)

- Effective Dates: \$) Effective August 5, 2002 A) Effective August 5, 2003 X) Effective August 5, 2003 (Harmonization) B) Effective August 5, 2004
- C) Effective August 5, 2005 D) Effective August 5, 2006

#### GL-WOW STEP 2

ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13	14
1	From: To:	a A B C D									21.23 21.76 23.67 24.20 24.78 25.40	22.06 22.61 24.60 25.15 25.75 26.39	22.86 23.43 25.49 26.06 26.69 27.36	23.71 24.30 26.44 27.03 27.68 28.37	24:50 25:11 27:32 27:93 28:60 29:32	25.30 25.93 28.21 28.84 29.53 30.27
ZONE	LEVEL		01	02	03	04	05	06	07	80	09	10	11	12	13	14
2	From: To:	а А Х В С									19.97 20.47 22.44 22.94 23.49 24.08	20.75 21.27 23.31 23.83 24.40 25.01	21.48 22.02 24.13 24.67 25.26 25.89	22.27 22.83 25.02 25.58 26.19 26.84	23.03 23.61 25.88 26.46 27.10 27.78	23.77 24.36 26.70 27.30 27.96 28.66

Zone -Alberta, British Columbia, Yukon, Nunavut and Northwest Territories Zone 2 – Atlantic provinces, Quebec, Ontario, Manitoba and Saskatchewan

#### **GS-GENERAL SERVICES** HOURLY RATES OF PAY (in dollars)

Effective Dates \$) Effective August 5, 2002 A) EffectiveAugust 5, 2002
A) EffectiveAugust 5, 2003
X) EffectiveAugust 5, 2003 (Harmonization)
B) EffectiveAugust 5, 2004
C) EffectiveAugust 5, 2005
D) EffectiveAugust 5, 2006

#### GS-BUS, GS-FOS, GS-MPS, GS-PRC, GS-STS

ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13
1	From:	\$	12.14	14.58	17.06	17.92	19.99	20,63	21.60	22.63	24.74	26.09	27.12	28.22	29.34
	To:	Α	12.44	14.94	17.49	18.37	20.49	21.15	22.14	23.20	25.36	26.74	27.80	28.93	30.07
		Х	13.16	15.81	18.50	19.44	21.68	22.38	23.42	24.55	26.83	28.29	29.41	30.61	31.81
		В	13.46	16.17	18.92	19,88	22.17	22.88	23.95	25.10	27.43	28,93	30.07	31.30	32.53
		С	13.78	16.56	19.37	20.36	22.70	23,43	24,52	25.70	28.09	29.62	30.79	32.05	33.31
		D	14.12	16.97	19.85	20.87	23.27	24.02	25.13	26.34	28.79	30.36	31.56	32.85	34.14
ZONE	LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13
2	From:	\$	11.11	13.33	15.58	16.40	18.80	19.31	20.28	21.18	22.63	23.90	24.85	25.85	26.87
	To:	Α	11.39	13.66	15.97	16.81	19.27	19.79	20.79	21.71	23.20	24.50	25,47	26.50	27.54
		Х	12.01	14.40	16.83	17.72	20.31	20.86	21.91	22.88	24.45	25.82	26.85	27.93	29.03
		В	12.28	14.72	17.21	18.12	20.77	21,33	22.40	23.39	25.00	26,40	27.45	28.56	29.68
		С	12.57	15.07	17.62	18.55	21.27	21.84	22.94	23.95	25.60	27.03	28.11	29.25	30.39
		D	12.88	15.45	18.06	19.01	21.80	22.39	23.51	24.55	26.24	27.71	28.81	29.98	31.15

Zone **1** – Alberta, British Columbia, Yukon, Nunavut and Northwest Territories Zone **2** – Atlantic provinces, Quebec, Ontario, Manitoba and Saskatchewan

#### **GT - GENERAL TECHNICAL GROUP**

ANNUAL RATES OF PAY

(in dollars)

#### Effective Dates:

**\$)** Effective August 5, 2002

A) Effective August 5, 2003

B) Effective August 5, 2004

C) Effective August 5, 2005

D) Effective August 5, 2006

#### **GT- TECHNOLOGICAL INSTITUTE RECRUITMENT**

From: To:	\$ A B C D	19222 19703 20146 20630 21146	to to to to to	31059 31835 32551 33332 34165		
<b>GT-01</b> From: To:	\$ A B C D	33163 33992 34757 35591 36481	<b>34077</b> 34929 35715 36572 37486	34990 35865 36672 37552 38491	35897 36794 37622 38525 39488	37333 38266 39127 40066 41068
<b>GT-02</b> From: To:	\$ A B C D	38033 38984 39861 <b>40818</b> 41838	39135 40113 41016 42000 43050	40236 41242 42170 43182 44262	41338 42371 43324 44364 45473	42991 <b>44066</b> 45057 <b>46138</b> 47291
<b>GT-03</b> From: To:	\$ A B C D	42532 43595 44576 45646 46787	43808 44903 45913 47015 48190	<b>45094</b> 46221 47261 48395 <b>49605</b>	46373 47532 <b>48601</b> 49767 <b>51011</b>	48227 49433 50545 51758 53052
<b>GT-04</b> From: To:	\$ B C D	47921 <b>49119</b> 50224 51429 52715	<b>49407</b> 50642 <b>51781</b> 53024 54350	50898 52170 53344 54624 55990	52389 53699 <b>54907</b> 56225 57631	54486 55848 <b>57105</b> 58476 59938
<b>GT-05</b> From: To:	\$ 8 0 0	53788 55133 56373 57726 59169	55436 56822 58100 59494 60981	57092 58519 59836 61272 62804	58805 60275 61631 63110 64688	61157 62686 64096 65634 67275

<b>GT-06</b> From: To:	\$ A B C D	59523 61011 62384 63881 65478	61466 63003 64421 65967 67616	63422 65008 66471 68066 69768	65374 67008 68516 70160 71914	67987 69687 71255 72965 74789
GT-07						
From: To:	\$ A B C D	68213 69918 71491 73207 75037	70509 72272 73898 75672 77564	72803 74623 76302 78133 80086	74983 76858 78587 80473 82485	77981 79931 81729 83690 85782
GT-08						
From:	\$	77380	79831	82273	84712	88102
То:	Α	79315	81827	84330	86830	90305
	В	81100	83668	86227	88784	92337
	C	83046	85676	88296	90915	94553
	D	85122	87818	90503	93188	96917

### HP - HEATING, POWER & STATIONARY PLANT OPERATIONS HOURLY RATES OF PAY

(in dollars)

<ul> <li>A) Effective Augu</li> <li>X) Effective Augu</li> <li>B) Effective Augu</li> <li>C) Effective Augu</li> </ul>	<ul> <li>\$) Effective August 5, 2002</li> <li>A) Effective August 5, 2003</li> <li>X) Effective August 5, 2003 (Harmonization)</li> <li>B) Effective August 5, 2004</li> <li>C) Effective August 5, 2005</li> <li>D) Effective August 5, 2006</li> </ul>												
HP-01 From: To:	<b>\$</b> A X B C D	14.01 14.36 17.15 17.54 17.96 18.41	14.33 14.69 17.54 17.93 18.36 18.82	14.63 15.00 17.91 18.31 18.75 19.22									
<b>HP-02</b> From: To:	\$ A X B C D	15.33 15.71 18.76 19.18 19.64 20.13	15.69 16.08 19.20 19.63 20.10 20.60	16.05 16.45 19.64 20.08 20.56 21.07									
<b>HP-03</b> From: To:	\$ A X B C D	16.68 17.10 20.42 20.88 21.38 21.91	17.09 17.52 20.92 21.39 21.90 22.45	17.52 17.96 21.44 21.92 22.45 23.01									
<b>HP-04</b> From: To:	\$ A X B C D	18.72 19.19 22.91 23.43 23.99 24.59	19.22 19.70 23.52 24.05 24.63 25.25	19.69 20.18 24.09 24.63 25.22 25.85									
HP-05 From: To:	\$ A X B C D	20.17 20.67 24.68 25.24 25.85 26.50	20.67 21.19 25.30 25.87 26.49 27.15	21.18 21.71 25.92 26.50 27.14 27.82									

HP-06						
From:	\$	20.25	20.81	21.34	21.87	22.44
To:	Α	20.76	21.33	21.87	22.42	23.00
	Х	24.79	25.47	26.11	26.77	27.46
	В	25.35	26.04	26.70	27.37	28.08
	С	25.96	26.66	27.34	28.03	28.75
	D	26.61	27.33	28.02	28.73	29.47
HP-07						
From:	\$	21.98	22,57	23.18	23.78	24.42
To:	Å	22.53	23,13	23.76	24.37	25.03
	Х	26.90	27.62	28.37	29.10	29.89
	В	27.51	28.24	29.01	29.75	30.56
	C	28.17	28.92	29.71	30.46	31.29
	D	28.87	29.64	30.45	31.22	32.07
HP-08						
From:	\$	23.60	24.23	24.90	25.54	26.22
To:	Α	24.19	24.84	25.52	26.18	26.88
	Х	28.88	29.66	30.47	31.26	32.09
	В	29.53	30.33	31.16	31.96	32.81
	C	30.24	31.06	31.91	32.73	33.60
	D	31.00	31.84	32.71	33.55	34.44
HP-09						
From:	\$	25.01	25.74	26.50	27.25	28.07
To:	Α	25.64	26.38	27.16	27.93	28.77
	Х	30.61	31.50	32.43	33.35	34.35
	В	31.30	32.21	33.16	34.10	35.12
	С	32.05	32.98	33.96	34.92	35.96
	D	32.85	33.80	34.81	35.79	36.86

#### HR - HISTORICAL RESEARCH ANNUAL RATES OF PAY

(in dollars)

#### **Effective Dates:**

- \$) Effective October 1, 2002
- A) Effective August 5, 2003
- B) Effective August 5, 2004
- C) Effective August 5, 2005
- D) Effective August 5, 2006

#### HR-01

From:	\$	23089	to	40465	*	42062	43711	45360	47013
To:	Α	23666	to	41477	*	43114	44804	46494	48188
	В	24198	to	42410	*	44084	45812	47540	49272
	С	24779	to	43428	*	45142	46911	48681	50455
	D	25398	to	44514	*	46271	48084	49898	51716

#### \*(ROUNDED TO THE NEAREST \$10.00)

HR-02					
From:	\$	47465	49255	51051	52846
To:	Α	48652	50486	52327	54167
	В	49747	51622	53504	55386
	С	50941	52861	54788	56715
	D	52215	54183	56158	58133
HR-03 From:	\$	54780	56848	58922	60992
To:	Å	56150	58269	60395	62517
101	B	57413	59580	61754	63924
	Ċ	58791	61 <b>01</b> 0	63236	65458
	D	60261	62535	64817	67094
HR-04					
From:	\$	64218	66722	69225	71726
To:	A	65823	68390	70956	73519
	B	67304	69929	72553	75173
	C	68919	71607	74294	76977
	D	70642	73397	76151	78901
HR-05					
From:	\$	69592	73340	77090	80840
To:	Á	71332	75174	79017	82861
	В	72937	76865	80795	84725
	С	74687	78710	82734	86758
	D	76554	80678	84802	88927

#### ID - INFORMATION SERVICES GROUP ANNUAL RATES OF PAY

(in dollars)

Effective Dates: \$) Effective August A) Effective Augus B) Effective Augus C) Effective Augus D) Effective Augus	t 5, 2003 t 5, 2004 t 5, 2005					
<b>IS-01</b> From: <b>To:</b>	<b>\$</b> A B C D	39486 40473 41384 42377 43436	40988 42013 42958 43989 45089	42544 43608 44589 45659 46800	44162 45266 46284 47395 48580	
<b>IS-02</b> From: To:	\$ A B C D	43999 45099 46114 47221 48402	45670 46812 47865 49014 50239	47407 48592 49685 50877 52149		
<b>IS-03</b> From: To:	\$ A B C D	51517 52805 53993 55289 56671	53474 54811 56044 57389 58824	55667 57059 58343 59743 61237		
<b>IS-04</b> From: To:	\$ A B C D	61502 63040 64458 66005 67655	63839 65435 66907 68513 70226	66492 68154 69687 71359 73143		
<b>IS-05</b> From: To:	<b>\$</b> <b>B</b> <b>C</b> D	68506 70219 71799 73522 75360	71109 72887 74527 76316 78224	73903 75751 77455 79314 81297		
<b>IS-06</b> From: To:	<b>\$</b> А В С D	72111 73914 75577 77391 79326	74852 76723 78449 80332 82340	77696 79638 81430 83384 85469	80027 82028 83874 85887 88034	82451 84512 86414 88488 90700

#### **LS - LIBRARY SCIENCE** ANNUAL RATES OF PAY (in dollars)

#### Effective Dates:

- **\$)** Effective August 5, 2002 **A)** Effective August 5, 2003
- B) Effective August 5, 2004
- C) Effective August 5, 2005
- D) Effective August 5, 2006

<b>LS-01</b> From: To:	\$ A B C D	45535 46673 47723 48868 50090	46947 48121 49204 50385 51645	48359 49568 50683 51899 53196	49770 51014 52162 53414 54749	51179 52458 53638 54925 56298	52590 53905 55118 56441 57852	54001 55351 56596 57954 59403	55412 56797 58075 59469 60956
L <b>S-02</b> From: To:	\$ A C D	50355 51614 52775 54042 55393	52016 53316 54516 55824 57220	53677 55019 56257 57607 59047	55333 56716 57992 59384 60869	56997 58422 59736 61170 62699			
<b>LS-03</b> From: To:	\$ A B C D	58905 60378 61737 63219 64799	60799 62319 63721 65250 66881	62687 64254 65700 67277 68959	64579 66193 67682 69306 71039	66471 68133 69666 71338 73121			
<b>LS-04</b> From: To:	\$ A B C D	60985 62510 63916 65450 67086	63184 64764 66221 67810 69505	65379 67013 68521 70166 71920	67581 69271 70830 72530 74343	69780 71525 73134 74889 76761	71977 73776 75436 77246 79177		
<b>LS-05</b> From: <b>To:</b>	\$ A B C D	73530 75368 77064 78914 80887	75936 77834 79585 81495 83532	78339 80297 82104 84074 86176	80741 82760 84622 86653 88819	83148 85227 87145 89236 91467	85554 87693 89666 91818 94113		

#### PC - PHYSICAL SCIENCES GROUP ANNUAL RATES OF PAY (in dollars)

#### **PG - PURCHASINGAND SUPPLY** ANNUAL RATES OF PAY (in **dollars)**

#### Effective Dates

- S) Effective August 5, 2002
  A) Effective August 5, 2003
  B) Effective August 5, 2004
- C) Effective August 5, 2005
- D) EffectiveAugust 5, 2006

#### **PG - TECHNOLOGICAL INSTITUTE RECRUITMENT**

From.	\$	19519	to	29523*
To:	Α	20007	to	30261 *
	В	20457	to	30942 *
	С	20948	to	31685 *
	D	21472	to	32477 *

#### \*(ROUNDED TO THE NEAREST \$10.00)

#### **PG -DEVELOPMENT**

From:	\$	21631	to	33231 *
To.	Α	22172	to	34062 *
	В	22671	to	34828 *
	С	23215	to	35664 *
	D	23795	to	36556 *

#### '(ROUNDED TO THE NEAREST \$10.00)

PG-01												
From:	\$	25317	26947	28586	30217	31850	33472	35106	36738	38372	40007	41639
To:	À	25950	27621	29301	30972	32646	34309	35984	37656	39331	41007	42680
	в	26534	28242	29960	31669	33381	35081	36794	38503	40216	41930	43640
	С	27171	28920	30679	32429	34182	35923	37677	39427	41181	42936	44687
	D	27850	29643	31446	33240	35037	36821	38619	40413	42211	44009	45804
PG-02												
From:	\$	41834	43691	45555	47411							
To:	Α	42880	44783	46694	48596							
	В	43845	45791	47745	49689							
	С	44897	46890	48891	50882							
	D	46019	48062	50113	52154							

PG-03								
From:	\$	46557	48642	50719	52790			
To:	А	47721	49858	51987	54110			
	В	48795	50980	53157	55327			
	С	49966	52204	54433	56655			
	D	51215	53509	55794	58071			
PG-04 From:	\$	55240	E7704	60476	00054			
To:	A	56621	57704 59147	60176 61680	62651 64217			
10.	В	57895	60478	63068	65662			
	C	59284	61929	64582	67238			
	D	60766	63477	66197	68919			
	2	00100	00477	00137	00313			
PG-05								
From:	\$	65003	67925	70841	73571			
To:	А	66628	69623	72612	75410			
	в	68127	71190	74246	77107			
	С	69762	72899	76028	78958			
	D	71506	74721	77929	80932			
PG-06								
From:	\$	73327	74820	76205	77587	78972	90246	01705
To:	Ă	75160	76691	78110	79527	80946	80346 82355	81725 83768
10.	B	76851	78417	79867	81316	80946 82767	84208	85653
	C	78695	80299	81784	83268	84753	86229	60003 87709
	D	80662	82306	83829	85350	86872	88385	89902
	2	00002	02000	00020	00000	00072	00000	099UZ

#### PM - PROGRAMADMINISTRATION GROUP ANNUAL RATES OF PAY

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(in dollars)

Effective Dates:

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S) Effective August 5, 2002
A) Effective August 5, 2003
B) Effective August 5, 2004
C) Effective August 5, 2005
D) Effective August 5, 2006

#### **PM - DEVELOPMENT**

From: To:	\$ A B C D	25070 25697 26275 26906 27579	to to to to	37578 38517 39384 40329 41337	
PM-01					
From: To:	\$ A	39486 40473	40988 42013	42544 43608	44162 45266
10.	B	41384	42958	44589	46284
	C	42377	43989	45659	47395
	D	43436	45089	46800	48580
PM-02					
From: <i>To:</i>	\$ A	43999 45099	45670 46812	47407 48592	
70.	B	46114	47865	49685	
	C	47221	49014	50877	
	D	48402	50239	52149	
PM-03					
From: <i>To:</i>	\$ A	47161 48340	48953 50177	50814 52084	
10.	B	49428	51306	53256	
	C	50614	52537	54534	
	D	51879	53850	55897	
PM-04	•	- / - /	20171	55007	
From: To:	\$ A	51517 52805	53474 5481 <b>1</b>	55667 57059	
	В	53993	56044	58343	
	C	55289 56074	57389	59743 61037	
	D	56671	58824	61237	

<b>PM-05</b> From: To:	\$ B C D	61502 63040 64458 66005 67655	63839 65435 66907 68513 70226	66492 68154 69687 71359 73143		
PM-06						
From: To:	\$ A B C D	<b>72111</b> 73914 75577 77391 79326	74852 76723 78449 80332 82340	77696 79638 81430 83384 85469	80027 82028 83874 85887 88034	82451 84512 86414 88488 90700
<b>PM-07</b> From: To:	\$ A B C D	74457 76318 78035 79908 81906	to to to to to	87641 89832 91853 94057 96408		

#### **PY - PHOTOGRAPHY** ANNUAL RATES OF PAY (in dollars)

Effective Dates \$) EffectiveAugust 5, 2002 A) EffectiveAugust 5, 2003 B) EffectiveAugust 5, 2004 C) EffectiveAugust 5, 2005 D) EffectiveAugust 5, 2006

D) Effective August 5, 2006

#### PY-01

From: To:	\$ A B C D	26323 26981 27588 28250 28956	27021 27697 28320 <b>29000</b> 29725	27722 28415 29054 29751 30495	28418 29128 29783 30498 31260	29554 30293 30975 31718 32511	
<b>PY-02</b> From: To:	\$ A B C D	30068 30820 31513 32269 33076	<b>30915</b> 31688 <b>32401</b> 33179 34008	<b>31760</b> 32554 33286 34085 34937	32594 33409 <b>3416</b> 1 34981 35856	33897 34744 35526 36379 37288	
<b>PY-03</b> From: To:	\$ A B C D	32772 33591 34347 35171 36050	<b>33714</b> 34557 35335 <b>36183</b> 37088	34667 35534 36334 37206 38136	35615 36505 37326 38222 <b>39178</b>	<b>37039</b> 37965 38819 39751 <b>40745</b>	
<b>PY-04</b> From: To:	\$ A B C D	35369 36253 37069 37959 38908	36421 37332 38172 39088 40065	37481 38418 39282 40225 41231	38533 39496 40385 41354 42388	40073 41075 41999 43007 44082	
<b>PY-05</b> From: To:	\$ A B C D	37323 38256 39117 40056 41057	38348 39307 <b>40191 41156</b> 42185	<b>39404</b> 40389 41298 42289 43346	<b>40501</b> <b>41514</b> 42448 43467 44554	41692 42734 43696 44745 45864	43358 44442 45442 46533 47696
<b>PY-06</b> From: To:	\$ A B C D	39984 40984 <b>41906</b> 42912 43985	<b>41185</b> 42215 <b>43165</b> <b>44201</b> 45306	42424 43485 44463 45530 46668	43692 44784 45792 <b>46891</b> <b>48063</b>	<b>45003</b> 46128 <b>47166</b> 48298 49505	<b>46803</b> 47973 49052 50229 51485
<b>PY-07</b> From: To:	\$ A B C D	42616 43681 <b>44664</b> 45736 <b>46879</b>	43896 44993 <b>46005</b> 47109 48287	45215 46345 <b>47388</b> 48525 <b>49738</b>	46569 47733 48807 <b>49978</b> 51227	47965 49 <b>164</b> 50270 51476 52763	<b>49886</b> 51133 52283 53538 54876

#### SC - DED - SHIPS' CREW RATES OF PAY (in dollars)

#### Effective Dates:

0) Effective August 5, 2002

A) Effective August 5, 2003

X) Effective August 5, 2003 (Harmonization)

B) Effective August 5, 2004

C) Effective August 5, 2005

D) Effective August 5, 2006

SC-DED-01	М	onthly *	Annual	Weekly	Daily	Hourly
From: To:	\$ A X B C D	3038 3114 3195 3267 3345 3429	36456 37368 38340 39204 40140 41148	698.71 716.19 734.82 751.38 769.32 788.64	139.74 143.24 146.96 150.28 153.86 157.73	17.47 17.91 18.37 18.79 19.23 19.72
<b>SC-DED-02</b> From: <i>To:</i>	\$ A X B C D	3151 3230 3314 3389 3470 3557	37812 38760 39768 40668 41640 42684	724.70 742.87 762.19 779.44 798.07 818.08	144.94 148.57 152.44 155.89 159.61 163.62	18.12 18.57 19.06 19.49 19.95 20.45
<b>SC-DED-03</b> From: To:	\$ A X B C D	3265 3347 3434 3511 3595 3685	39180 40164 41208 42132 43140 44220	750.92 769.78 789.79 807.50 826.82 847.52	150.18 153.96 157.96 161.50 165.36 169.50	18.77 19.25 19.75 20.19 20.67 21.19
<b>SC-DED-04</b> From: To:	\$ A X B C D	3354 3438 3527 3606 3693 3785	40248 41256 42324 43272 44316 45420	771.39 790.71 811.18 829.35 849.36 870.52	154.28 158.14 162.24 165.87 169.87 174.10	19.28 19.77 20.28 20.73 21.23 21.76
<b>SC-DED-05</b> From: To:	\$ A X B C D	3450 3536 3628 3710 3799 3894	41400 42432 43536 44520 45588 46728	793.47 813.25 834.41 853.27 873.74 895.58	158.69 162.65 166.88 170.65 174.75 179.12	19.84 20.33 20.86 21.33 21.84 22.39

SC-DED-06						
From:	\$	3545	42540	815.32	163.06	20.38
To:	Α	3634	43608	835.79	167.16	20.90
	Х	3728	44736	857.56	171.51	21.44
	В	3812	45744	876.72	175.34	21.92
	С	3903	46836	897.65	179.53	22.44
	D	4001	48012	920.19	184.04	23.01
SC-DED-07						
From:	\$	3648	43776	839.01	167.80	20.98
To:	А	3739	44868	859.94	171.99	21.50
	Х	3836	46032	882.24	176.85	22.11
	В	3922	47064	902.02	180.40	22.55
	C	4016	48192	923.64	184.73	23.09
	D	4116	49392	946.64	189.33	23.67

\*The monthly rate of pay is the rate of pay used to remunerate employees in the SC-DED group

#### SE-RES -RESEARCH SCIENTIST ANNUAL RATES OF PAY (in dollars)

#### **Effective Dates:**

\$) Effective October 1, 2002

A) Effective August 5, 2003

B) Effective August 5, 2004

C) EffectiveAugust 5, 2005

D) Effective August 5, 2006

SE-RES-01 From: To:	\$ A B C D	42948 44022 45012 46092 47244	45207 46337 47380 48517 49730	47466 48653 49748 50942 52216	49728 50971 52118 53369 54703	51987 53287 54486 55794 57189	54243 55599 56850 58214 59669	56506 57919 59222 60643 62159		
<b>SE-RES-02</b> From: To:	\$ A C D	53329 54662 55892 57233 58664	56649 58065 59371 60796 62316	59969 61468 62851 64359 65968	63290 64872 66332 67924 69622	66609 68274 69810 71485 73272	69927 71675 73288 75047 76923	73250 75081 76770 78612 80577	76570 78484 80250 82176 84230	79884 81881 83723 85732 87875
<b>SE-RES-03</b> From: To:	\$ A B C D	67394 69079 70633 72328 74136	70055 71806 73422 75184 77064	72714 74532 76209 78038 79989	75373 77257 78995 80891 82913	78033 79984 81784 83747 85841	80695 82712 84573 86603 88768	83355 85439 87361 89458 91694	86014 88164 90148 92312 94620	88674 90891 92936 95166 97545
<b>SE-RES-04</b> From: To:	\$ A B C D	80712 82730 84591 86621 88787	83665 85757 87687 89791 92036	86618 88783 90781 92960 95284	89570 91809 93875 96128 98531	92524 94837 96971 99298 101780	95476 97863 100065 102467 105029	98428 100889 103159 105635 108276		
<b>SE-RES-05</b> From: To:	\$ A B C D	88374 90583 92621 94844 97215	91608 93898 96011 98315 100773	94842 97213 99400 101786 104331	98075 100527 102789 105256 107887	<b>101311</b> 103844 106180 108728 111446	104544 107158 109569 112199 115004	107779 110473 112959 115670 118562		

# SE-REM - RESEARCH MANAGER ANNUAL RATES OF PAY (in dollars)

## Effective Dates:

\$) Effective October 1 2 02
A) Effective August 5, 20 )8:
B) Effective August 5, 20 )6:
C) Effective August 5, 20 )6:
D) Effective August 5, 20 )6:

### SE-REM-01

From:	€)	68760	71422	74082	76740	79402	82062	84720	87381	90042
To:	۲	70479	73208	75934	78659	81387	84114	86838	89566	92293
	ß	72065	74855	77643	80429	83218	86007	88792	91581	94370
	υ	73795	76652	79506	82359	85215	88071	90923	93779	96635
	۵	75640	78568	81494	84418	87345	90273	93196	96123	99051
SE-REM-02										
From:	₩	79286	81973	84663	87352	90042	92729	95419	98106	100795
To:	×	81268	84022	86780	89536	92293	95047	97804	100559	103315
	۲	83097	85912	88733	91551	94370	97186	100005	102822	105640
	ß	85091	87974	90863	93748	96635	99518	102405	105290	108175
	υ	87218	90173	93135	96092	99051	102006	104965	107922	110879

#### ST - SOCIAL SCIENCE SUPPORT

#### ANNUAL RATES OF PAY

Effective Dates:

(in dollars)

SI-06					
From:	<b>\$</b> 69181	71727	74367	77103	79941
То:	<b>A</b> 70911	73520	76226	79031	81940
6	<b>B</b> 72506	75174	77941	80809	83784
	<b>C</b> 74246	76978	79812	82748	85795
I	<b>D</b> 76102	78902	81807	84817	87940
~~~~					
SI-07					
From:	<b>\$</b> 77802	. 80553	83403	86353	89409
То:	<b>a</b> 79747	82567	85488	88512	91644
E	<b>B</b> 81541	84425	8741 <b>1</b>	90504	93706
(	<b>C</b> 83498	8645 <b>1</b>	89509	92676	95955
Ι	D 85585	88612	91747	94993	98354
SI-08					
	<b>\$</b> 85146		90777	93730	96779
To: A	<b>a</b> 87275	90114	93046	96073	99198
E	<b>3</b> 89239	92142	95140	98235	101430
(	<b>C</b> 91381	94353	97423	100593	103864
Γ	<b>D</b> 93666	96712	99859	103108	106461

#### ST- SECRETARIAL ANNUAL RATES OF PAY (in **dollars)**

#### Effective Dates:

\$) Effective August 5, 2002 A) Effective August 5, 2003
B) Effective August 5, 2004
C) Effective August 5, 2005
D) Effective August 5, 2006

D

42330

43625

44912

46183

#### ST-SCY-01

From: To:	\$ A B C D	27078 27755 28379 29060 29787	27836 28532 29174 29874 30621	28596 29311 29970 30689 31456	29360 30094 30771 31510 32298	30114 30867 31562 32319 33127	30879 31651 32363 33140 33969	31640 32431 33161 33957 34806	     	32397 33207 33954 34769 35638	32885 33707 <b>34465</b> 35292 36174	33656 34497 35273 36120 37023	34456 35317 36112 36979 37903	35258 36139 36952 37839 38785
<b>ST-SCY-02</b> From: To:	\$ A B C D	34556 35420 36217 37086 38013	35456 36342 37160 38052 39003	36356 37265 38103 39017 39992	37251 38182 39041 39978 40977									
<b>ST-SCY-03</b> From: To:	\$ A B C D	35800 36695 37521 38422 39383	36825 37746 38595 39521 40509	37864 38811 39684 40636 41652	38884 39856 40753 41731 42774									
<b>ST-SCY-04</b> From: To:	\$ A B C	38481 39443 40330 41298	39657 40648 41563 42561	40827 41848 42790 43817	41983 43033 44001 45057									

# PAY NOTES FOR ALL CLASSIFICATIONS

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

#### 1. Full-Time and Part-Time Employees

- (a) The pay increment period for employees is twelve (12) months. A pay increment shall be to the next rate in the scale of rates.
- (b) The pay increment date for a employee 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 employee received his or her last pay increment.

# 2. Term Employees (Full-Time and Part-Time): Entitlement for an increment after twelve (12) months of cumulative service with the Agency

- (a) An employee appointed to a term position within the Agency shall receive an increment after having reached twelve (12) months of cumulative service with the Agency, at the same occupational group and level.
- (b) For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, "cumulative" means all service, whether continuous or discontinuous, with the Agency at the same occupational group and level.

# B) <u>PAY INCREMENTS – SPECIFIC</u>

#### 3. Development or TIRL Pay Ranges

- (a) This pay note applies to employees being paid at the AR-01, AS-DEV, CO-DEV, EG-TIRL, EN-ENG-01, FI-DEV, GT-TIRL, PG-DEV and PM-DEV levels.
- (b) The pay increment period is six(6) months.
- (c) For employees in one of the levels listed in (a), an increase at the end of **an** increment period shall be *to* a rate in the pay range which is four hundred (\$400) higher than the rate at which the employee is being paid or, if there is no such rate, to the maximum of the pay range.

# 4. Partial Development Pay Ranges

- (a) This pay note applies to employees being paid within the development range portion of the BI-01, FO-01, HR-01, and PC-01 levels.
- (b) The pay increment period is six(6) months.
- (c) For employees being paid in the development range portion of one the levels listed in (a), an increase at the end of an increment period shall be to a rate in the pay range which is four hundred (\$400) higher than the rate at which the employee is being paid or, if there is no such rate, to the maximum of the development range portion of the level.
- (d) An increase from the developmental range part to the fixed incremental part of the scales for the levels listed in (a) shall take place on the date on which the Agency certifies that the employee should be paid at that rate.
- (e) The pay increment period for the fixed increment portion of the levels listed in (a) is twelve (12) months.

#### 5. Other levels with six (6) month increment periods

- (a) This pay note applies to employees being paid at the following levels: CR-01, DD-01, DD-02 and ST-SCY-01 (up to and including the seventh step).
- (b) The pay increment period is six(6) months.
- (c) The pay increment period for ST-SCY-01 (eighth step and above) is twelve (12) months.

#### 6. Performance Pay Levels

- (a) This pay note applies to employees being paid at the AS-OS, ES-08 and PM-07 levels.
- (b) Pay increases within the performance pay ranges listed in (a) 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 seven hundred and fifty dollars (\$750) for the performance pay ranges in effect during this agreement, provided the maximum of the range is not exceeded.

# C) <u>PAY ADJUSTMENTS</u>

#### 7. General

**An** employee shall, on the relevant effective dates of adjustment to rates of pay, be paid in the "A", "B", "C", or "D" (if applicable) scale of rates at the rate shown immediately below his or her former rate.

#### 8. Developmental and TIRL pay ranges

- (a) This pay note applies to employees being paid at a level characterized by a development or TIRL pay range, including the AR-01, AS-DEV, CO-DEV, EG-TIRL, EN-ENG-01, FI-DEV, GT-TIRL, PG-DEV and PM-DEV levels, and also including the development pay range portion of the BI-01, FO-01, HR-01 and PC-01 levels.
- (b) An employee being paid at one the levels listed in (a) shall, on the relevant effective dates of adjustment to rates of pay, be paid in the "A", "B", "C", or "D" (if applicable) range at a rate of pay higher than his or her former rate by the following percentages:

"A"	2.5 %
"B"	2.25 %
"C"	2.4 %
"D"	2.5 %

#### 9. **Performance Pay Ranges**

- (a) This pay note applies to employees being paid at a classification and level characterized by a performance pay range, including the AS-OS, ES-08 and PM-07 levels.
- (b) An employee being paid at one the levels listed in (a) shall, on the relevant effective dates of adjustment to rates of pay, be paid in the "A", "B", "C", or "D" (if applicable) range at a rate of pay higher than his or her former rate by the following percentages:

"A"	2.5 %
<b>"B"</b>	2.25 %
"C"	2.4 %
"D"	2.5 %

# D) HARMONIZED RATES

#### 10. General

Unless otherwise specified in pay note 11 below, an employee for whom a pay harmonization adjustment is applicable shall, on the effective date, move to the rate of pay in the "X" or "Y", range shown immediately below the employee's former rate of pay, or to the closest rate, but not lower than the employee's former rate of pay. Such pay adjustment shall be effective prior to any other pay revision which occurs on that date.

#### 11. Specific Harmonized Rates

- (a) For employees at the following levels: AR-02 to AR-07; BI-01 to BI-05; CS-01 to CS-05; EL-04 to EL-09; EN-ENG-02 to EN-ENG-06; FI-03 to FI-04; FO-01 to FO-04; PC-01 to PC-05.
- (b) An employee at the levels listed in (a) above who has been at the maximum rate of pay for his or her level for twelve (12) months or more on August 5, 2003 shall move to the next rate of pay in the scale of rates effective August 5, 2003. The next increment date will be calculated from August 5, 2003.

#### **12.** Salary in case of death

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

#### APPENDIX "B" HOURS OF WORK CODES

The following classification groups are listed below in order to identify which Hours of Works Code is to be used in the application of the provisions of this collective agreement.

## Letter code X: 37.5 (normal weekly hours of work)

Architecture and Town Planning Group (AR) Administrative Services Group (AS) **Biological Sciences Group (BI)** Commerce Group (CO) Clerical and Regulatory Group (CR) Computer Systems Group (CS) Drafting and Illustration Group (DD) Education Group (ED) Engineering and Scientific Support Group (EG) Electronics Group (EL) Engineering and Land Survey Group (EN) Economics, Sociology and Statistics Group (ES) Financial Management Group (FI) Forestry Group (FO) General Technical Group (GT) Historical Research Group (HR) Information Services Group (IS) Library Science Group (LS) Physical Sciences Group (PC) Purchasing and Supply Group (PG) Program Administration Group (PM) Photography Group (PY) Scientific Research Group (SE) Social Science Support Group (SI) Secretarial, Stenographic and Typing Group (ST)

#### Letter code Y: 40 (normal weekly hours of work)

General Labour and Trades Group (GL) (all sub-groups) General Services (GS) (all sub-groups) Heating, Power & Stationary Plant Operations Group (HP) Ships Crews Group (SC)

#### APPENDIX "C" MEMORANDUM OF UNDERSTANDING CONCERNING EMPLOYEES REQUIRED TO BE ON STANDBY FOR AVALANCHE CONTROL AT ROGERS PASS OR MOUNT FIDELITY STATION

- 1. This memorandum applies only to employees who are required to be on standby at Rogers Pass or Mount Fidelity Station, instead of their residences at Revelstoke or Golden, B.C. for avalanche control on the Trans-Canada Highway. This does not apply to employees who reside at Rogers Pass.
- 2. Notwithstanding Article 26 of this collective agreement, employees referred to above will not be paid the standby pay provided in the collective agreement.
- 3.
- (a) In lieu of this, it is agreed that these employees will receive the following compensation for standby:
  - (i) four (4) hours pay at the employee's regular straight time hourly rate of pay for each eight (8) consecutive hours or portion thereof that the employee is designated as being on standby;
  - (ii) overnight bachelor bunk house accommodation to be provided by the Agency at no cost to the employee;
  - (iii) supper and breakfast to be provided by the Agency at no cost to the employee.
- (b) An employee on standby status who is called in to work and who reports for work immediately shall be compensated in accordance with the call-back provisions of this collective agreement.
- (c) This payment shall apply only once within each eight (8)-hour period that the employee has been designated for standby status.
- (d) No standby payment shall be granted if an employee is unable to report for duty when required.
- (e) An employee designated for standby status shall be immediately available during the period designated as the standby period. In designating employees for standby status, the Agency will endeavour to provide for an equitable distribution of such duties.
- 4. The overtime provisions of Article 24 and the Shift Premiums provisions of Article 23, do not apply during those periods an employee is on standby status.

#### APPENDIX "D" MEMORANDUM OF UNDERSTANDING FIELD OR SEA RESEARCH ALLOWANCE

#### \*\*

This Memorandum of Understanding applies to employees of the Parks Canada Agency who occupied positions in the HR classification group as of July 24, 2002 and who elected to retain their eligibility to qualify to receive the Field or Sea Research Allowance. Employees who failed to elect, and all HR employees hired subsequent to July 24, 2002, shall be deemed to have elected the Travel Status Leave option.

Employees who elect to receive benefits under the Travel Status Leave option shall not qualify for Field or Sea Research Allowances, nor will they be permitted to revoke their election. Employees who have elected the Field or Sea Research option may, at any time, elect in writing to instead become eligible to receive benefits under the Travel Status Leave option. For greater certainty, an employee is not entitled to receive both Travel Status Leave and Field or Sea Research Allowances for the same period of time.

An employee who meets the conditions set forth in this Memorandum shall be paid a Field or Sea Research Allowance of two hundred seventy dollars (\$270.00) for each fifteen (15) calendar day period, provided that:

- (a) the employee completes a minimum of fifteen (15) calendar days on field or sea research work in a consecutive three hundred and sixty-five (365) day period, and
- (b) the minimum number of days referred to in (a) is made up of periods **of** not less than two (2) consecutive calendar days.

Once these conditions above are met, an employee shall be paid on a pro rata basis for periods of field or sea research work of less than fifteen (15) calendar days.

# APPENDIX "E" SPECIAL CONDITIONS APPLICABLE TO CANAL OPERATING EMPLOYEES

# 1. General

**1.1** For the purposes of this Appendix, Canal Operating employees are employees engaged as lockmasters, bridgemasters and canalmen.

**1.2** All the provisions of the Collective Agreement shall apply except the following:

- Hours of Work and Overtime
- Wash-up Time
- Call-Back and Reporting Pay
- Standby.

# 2. Compensation and Equalization of Earnings

**2.1** An employee is entitled to receive straight-time compensation at the rate specified for the employee's classification level for all hours worked or for which the employee is granted authorized leave with pay, up to a maximum total of two thousand and eighty (2080) hours in any fiscal year.

# 2.2

(a) In order to equalize earnings over the year, an employee shall be paid eighty (80) hours for each two (2)-week period when the employee is at work, or on approved leave with pay, subject to such adjustments as may be necessary during the last three (3) months of the fiscal year. All hours worked which are in excess of eighty (80) in a two (2)-week period, shall be credited to the employee's compensatory leave account.

\*\*

- (b) For the purposes of (a) above, during the navigation season, all hours worked in excess of the greater of the scheduled navigation hours or eight (8) hours, shall be credited to the compensatory leave account at time and one-half; all hours worked in excess of eight (8) hours at time and one-half shall be credited at the double time rate;
- (c) For the purposes of (a) above, during the non-navigation season, all hours worked in excess of eight hours per day or on an employee's first day of rest shall be credited to the compensatory leave account at time and one-half; all hours worked in excess of sixteen hours per day or on the employee's second day of rest shall be credited at the double time rate.

# 3. Overtime Calculation at Fiscal Year-End

**3.1** An employee is entitled to overtime compensation for each hour of completed work or fifteen (15) minute portion thereof.

**3.2** All time worked which is in excess of two thousand and eighty (2080) hours in any fiscal year, shall be deemed to be overtime and shall be subject to compensation at either "time and one-half'  $(1\frac{1}{2})$  or "double time" (2).

**3.3** The overtime provisions of the Agreement shall be applied to each consecutive day actually worked in the fiscal year, commencing with the last day actually worked, in such fiscal year, and taking in turn each preceding day actually worked, until the applicable overtime premium has been applied to the full entitlement of overtime hours. For the purpose of determining the applicable premium rate only, Saturday and Sunday shall be deemed to be the first and second day of rest respectively.

**3.4** Compensation for overtime will be in the form of compensatory paid leave, except that any unliquidated compensatory leave remaining to an employee's credit on the fifteenth of May in any year will be paid in cash.

# 4. Standby and Call Back

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

**4.2** An employee designated for standby duty shall be available during the employee's period of standby at a known telephone number, and be prepared to return to duty in the shortest possible time if called. No standby payment shall be made to an employee who is unable to report for duty when required.

**4.3** An employee who is called back and reports for work, including an employee on standby who is called back and reports for work, shall be paid at time and one-half  $(1\frac{1}{2})$  for each completed one (1) hour or fifteen (15) minute portion thereof, subject to a minimum of three (3) hours' pay at time and one-half  $(1\frac{1}{2})$ . This minimum shall only apply to the first call-out during any standby period.

**4.4** Compensation for periods of standby and call-back as described in 4.1, 4.2 and 4.3 above shall be in cash.

# 5. Maximum or Minimum Hours of Work

Nothing in this Appendix shall be construed to mean that employees are guaranteed any maximum or minimum hours of work.

# 6. Pro Rata Provisions

When an employee ceases to be employed, the employee or the employee's estate shall be entitled to the compensation provided under section 3 above on a pro rata basis and paid in cash as of the employee's termination date. However, an employee whose employment is terminated by reason of a declaration that the position was abandoned by the employee is entitled to receive such

compensation if requested by the employee within six (6) months following the date of termination of employment.

**7.** Employees will be granted compensation for all time worked on statutory holidays during the navigation season on the same scale as that granted to other employees according to clause 27.05. Such time shall be added to the compensatory leave account to be liquidated during the non-navigation season.

**8.** During canal navigation season, Employees unable to work because of illness, will be granted sick leave for compensatory leave purposes from their accumulated sick leave credits on an hour-for-hour basis of extra time scheduled to be worked; such sick leave will be transferred from accumulated sick leave credits to accumulated compensatory leave credits and is not subject to expansion or cash payment.

**9.1** Employees who have compensatory leave credits, will not be eligible for sick leave benefits during the non-navigation season except during periods when they are required to be on duty or are on annual leave.

**9.2** During non-navigation season, Employees will liquidate annual leave only after compensatory leave credits are exhausted.

**10.** During the non-navigation season, Employees on training courses or who are employed in other than direct canal operating duties shall receive pay in accordance with this Appendix, except that such time shall not qualify as time worked for overtime calculation at fiscal year-end pursuant to clause 3 above.

#### APPENDIX "F" MEMORANDUM OF UNDERSTANDING BETWEEN THE PARKS CANADA AGENCY (HEREINAFTER CALLED THE AGENCY) AND THE PUBLIC SERVICE ALLIANCE OF CANADA (HEREINAFTER CALLED THE ALLIANCE) IN RESPECT OF THE ALLOWANCE FOR THE ARCHITECTURE AND TOWN PLANNING GROUP (AR)

- 1. In an effort to reduce retention and recruitment problems, the Agency will provide an Allowance to incumbents of AR positions for the performance of AR duties.
- 2. The parties agree that AR employees who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:
  - (a) Commencing on August 5 2003, and ending August 4, 2007, AR employees who perform the duties of the positions identified above shall be eligible to receive **an** allowance to be paid biweekly;
  - (b) The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix "A" of the collective agreement. This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eighty-eight (260.88);

	Effective Au	Effective August 5, 2003		gust 5, 2004	Effective August 5, 2005		
	Annual Amount	Daily Amount	Annual Amount	Daily Amount	Annual Amount	Daily Amount	
AR-1	\$5,138	\$19.69	\$5,266	\$20.19	\$5,398	\$20.69	
AR-2	\$6,658	\$25.52	\$6,824	\$26.16	\$6,995	\$26.81	
AR-3	\$8,370	\$32.08	\$8,579	\$32.88	\$8,793	\$33.71	
AR-4	\$9,746	\$37.36	\$9,990	\$38.29	\$10,240	\$39.25	
AR-5	\$10,984	\$42.10	\$11,259	\$43.16	\$11,540	\$44.23	
AR-6	\$11,853	\$45.43	\$12,149	\$46.57	\$12,453	\$47.73	
AR-7	\$13,244	\$50.77	\$13,575	\$52.04	\$13,914	\$53.33	

#### **\*\* TERMINABLE ALLOWANCE**

- (c) The Terminable Allowance specified above does not form part of an employee's salary.
- (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement,
- (e) Subject to (f) below, the amount of the Terminable Allowance payable is that amount specified in 2(b) for the level prescribed in the certificate of appointment of the employee's substantive position.
- (f) When an AR employee is required by the Agency to perform the duties of a higher classification level in accordance with clause 58.07, the Terminable Allowance payable shall be proportionate to the time at each level.
- 3. A part-time AR employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay pursuant to clause 56.02.
- 4. An employee shall not be entitled to the Allowance for periods he is on leave without pay, under suspension **or** on strike.
- 5. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
- 6. This Memorandum of Understanding expires on August 4, 2007.

SIGNED AT OTTAWA, this 21<sup>st</sup> day of the month of December 2004.

THE PARKS CANADA AGENCY

Richard Lafdritaine

THE PUBLIC SERVICE ALLIANCE OF CANADA

Tom Clairmont

#### APPENDIX "G" MEMORANDUM OF UNDERSTANDING BETWEEN THE PARKS CANADA AGENCY (HEREINAFTER CALLED THE AGENCY) AND THE PUBLIC SERVICE ALLIANCE OF CANADA (HEREINAFTER CALLED THE ALLIANCE) IN RESPECT OF THE ALLOWANCE FOR THE ENGINEERING AND LAND SURVEY GROUP (EN)

- 1. In **an** effort to reduce retention and recruitment problems, the Agency will provide an Allowance to incumbents of EN positions for the performance of EN duties.
- 2. The parties agree that EN employees who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject *to* the following conditions:
  - (a) Commencing on August 5, 2003 and ending August 4, 2007, EN employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;
  - (b) The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix "A" of the collective agreement. This daily amount is equivalent to *the* annual amount *set* out below for each position and level divided by two hundred and sixty decimal eighty-eight (260.88);

	Effective Aug	just 5, 2003	Effective Aug	just 5, 2004	Effective Aug	gust 5, 2005
	Annual Amount	Daily Amount	Annual Amount	Daily Amount	Annual Amount	Daily Amount
EN-ENG-1	\$5,578	\$21.38	\$5,717	\$21.91	\$5,860	\$22.46
EN-ENG-2	\$6,771	\$25.95	\$6,940	\$26.60	\$7,114	\$27.27
EN-ENG-3	\$9,123	\$34.97	\$9,351	\$35.84	\$9,585	\$36.74
EN-ENG-4	\$10,545	\$40.42	\$10,809	\$41.43	\$11,079	\$42.47
EN-ENG-5	\$12,166	\$46.63	\$12,470	\$47.80	\$12,782	\$49.00
EN-ENG-6	\$13,423	\$51.45	\$13,759	\$52,74	\$14,103	\$54.06

#### **\*\* TERMINABLE ALLOWANCE**

- (c) The Terminable Allowance specified above does not form part of an employee's salary.
- (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
- (e) Subject to (f) below, the amount of the Terminable Allowance payable is that amount specified in 2(b) for the level prescribed in the certificate of appointment of the employee's substantive position.
- (f) When an EN employee is required by the Agency to perform the duties of a higher classification level in accordance with clause 58.07, the Terminable Allowance payable shall be proportionate to the time at each level.
- 3. A part-time EN employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay pursuant to clause 56.02.
- 4. An employee shall not be entitled to the Allowance for periods he is on leave without pay, under suspension **or** on strike.
- 5. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
- 6. This Memorandum of Understanding expires on August 4, 2007.

SIGNED AT OTTAWA, this 21<sup>st</sup> day of the month of December 2004.

THE PARKS CANADA AGENCY

Richard Lafdritaine

THE PUBLIC SERVICE ALLIANCE OF CANADA

Tonf-Clairmont

#### APPENDIX "H" MEMORANDUM OF UNDERSTANDING BETWEEN THE PARKS CANADA AGENCY (HEREINAFTER CALLED THE AGENCY) AND THE PUBLIC SERVICE ALLIANCE OF CANADA OF CANADA (HEREINAFTER CALLED THE ALLIANCE) IN RESPECT OF THE COMPUTER SYSTEMS GROUP (CS)

#### Preamble

In **an** effort to resolve retention problems, the Agency will provide an Allowance to incumbents of positions at the CS-1 through CS-5 levels for the performance of CS duties.

#### Application

- 1. The parties agree that incumbents of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:
  - (a) An Allowance to be paid in accordance with the following grid:

#### **\*\* TERMINABLE ALLOWANCE**

Monthly Payments in respect of August 2003 to August 2007

CS-1	\$ 139
CS-2	\$176
CS-3	\$ 212
CS-4	\$ 248
CS-5	\$ 285

- (b) The Terminable Allowance specified above does not form part of an employee's salary.
- (c) An employee shall be paid the Terminable Allowance for each calendar month for which the employee receives at least ten (10) days' pay.
- (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.

- (e) There shall be no duplication of monthly payments for the period beginning August 5th, 2003 and ending on the date of signing of this collective agreement.
- (f) Subject to (g) below, the amount of the Terminable Allowance payable is that amount specified in 1(a) for the level prescribed in the certificate of appointment of the employee's substantive position.
- (g) When an employee is required by the Agency to perform the duties of a higher classification level in accordance with clause 58.07, the Terminable Allowance payable shall be proportionate to the time at each level.
- 2. Part-time employees shall be entitled to the Allowance on a pro rata basis.
- 3. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
- 4. This Memorandum of Understanding expires on August 4, 2007.

SIGNED AT OTTAWA, this 21<sup>st</sup> day of the month of December 2004.

**THE PARKS CANADA AGENCY** 

Richard Lafdiltaine

THE PUBLIC SERVICE ALLIANCE OF CANADA

Tom-Clairmont

#### \*\*APPENDIX "I" MEMORANDUM OF UNDERSTANDING BETWEEN THE PARKS CANADA AGENCY (HEREINAFTER CALLED THE AGENCY) AND THE PUBLIC SERVICE ALLIANCE OF CANADA (HEREINAFTER CALLED THE P\$AC) IN RESPECT OF CERTAIN EMPLOYEES OCCUPYING POSITIONS CLASSIFIED IN THE HISTORICAL RESEARCH (HR) OCCUPATIONAL GROUP.

# Effective October 1<sup>st</sup>, 2004

- 1. In an effort to reduce retention and recruitment problems, the Agency will provide an Allowance to incumbents of specific positions classified in the HR occupational group for the performance of duties in historical research. The following employees are eligible for the terminable allowance:
  - employees who are incumbents of positions classified as HR.
- 2. The Parties agree that the employees who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:
  - (a) Commencing on the date of signing of this Memorandum of Understanding, and ending August 4, 2007, the employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid bi-weekly;
  - (b) The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix "A" of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eighty-eight (260.88);

#### **TERMINABLE ALLOWANCE**

#### Annual Amount: \$4,000 Daily Amount: \$15.33

- (c) The Terminable Allowance specified above does not form part of an employee's salary.
- (d) The Terminable Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this existing collective agreement.
- 3. Part-time employees shall be paid the equivalent of the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay.

- 4. The employee shall not **be** entitled to the Allowance **for** periods he is on leave without pay, under suspension or on strike.
- 5. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
- 6. This Memorandum of Understanding expires on August 4, 2007 or at such time as a renewal collective agreement for the **Parks** Canada Agency Employees bargaining unit is signed, whichever comes first.

SIGNED AT OTTAWA, this 21<sup>st</sup> day **of** the month of December 2004.

THE PARKS CANADA AGENCY

Richard Laforitaine

THE PUBLIC SERVICE ALLIANCE OF CANADA

Tom-Clairmont

#### APPENDIX "J" GROUP SPECIFIC PROVISIONS

## 1. GL and GS- Definition of Zones

Zone 1 - Alberta, British Columbia, Yukon, Nunavut, and Northwest Territories

Zone 2 - Atlantic, Quebec, Ontario, Manitoba, Saskatchewan

#### 2. GL and GS- Supervisory Differentials

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 Rate
1	A1	4
2	B2	6.5
3	B3, C2	11
4	B4, C3, D2	15
5	B5, C4, D3, E2	19
6	B6, C5, D4, E3	22.5
7	B7, C6, D5, E4	26
8	C7, D6, E5	29.5
9	D7, E6	33
10	E7	36.5

The Supervisory Differential is to be used in the following manner:

- (a) determine the non-supervisory rate of pay according to zone and level;
- (b) determine the Supervisory Differential by multiplying the applicable Supervisory Differential Percentage by the non-supervisory rate of pay;
- (c) determine the supervisory rate of pay by adding the non-supervisory rate of pay with the Supervisory Differential.

For example, an employee on September 6, 2004 in the MAM sub-group in Zone 1, at level 08 and a Supervisory Coordinate B2, would receive a basic rate of twenty two dollars and eighty-six cents (\$22.86) as per Annex "A", The Supervisory Differential of one dollar and forty nine cents (\$1.49) is arrived by multiplying the Supervisory Differential Percentage of six decimal five per cent (6.5%) (B2) by the basic rate of pay (non-supervisory). Therefore in this case the applicable supervisory rate of pay would be twenty four dollars and thirty five cents (\$24.35).

# 3. **GL** -General Labour and Trades

# **3.1** Travel Between Work Sites

When an employee is required to perform work at other than his normal work place, as defined in the Agency Travel Policy, and the employee's status is such that the employee is not entitled to claim expenses for lodging and meals, the Agency shall provide transportation, or mileage allowance in lieu, for travel between the employee's normal workplace and any other work place(s).

# 3.2 Parks Permit

The Agency shall continue to provide any automobile windshield sticker or other form of permit which an employee may require in order to enter the employee's work site area, or shall repay the employee for the cost of same. However, this undertaking by the Agency shall not include free automobile parking privileges where payment of a parking fee would otherwise apply.

# 4. **GS - General Services**

#### **4.1** Split Shift Premium

Notwithstanding clause 22.05(a), employees in the GS group shall receive an additional premium of fifty cents (\$0.50) per hour for all hours worked on a split shift. A split shift is defined as a shift that is regularly scheduled in accordance with Article 22 and that includes one regularly scheduled interruption for purposes other than the employee's meal break or the employee's rest period. However, the foregoing shall not apply in cases where the employee requests to work on a split shift.

#### 4.2 GS Towermen (Fire Lookout) Hours of Work

- (a) Notwithstanding Articles 22 and 24, employees working as Towermen will have a four
   (4)month work cycle equivalent to six hundred and ninety-six (696) hours commencing on the first day of the season on which the employee is assigned to the position of Towerman. Any remaining period of work in the season will be considered a cycle.
- (b) Towermen will be entitled to receive compensation at:
  - (i) straight time rates for all hours compensated within a cycle up to a total to be determined by the following formula:

#### Number of Calendar Days in Cycle **x** 40 7

- (ii) time and one half  $(1 \frac{1}{2})$  for all other hours worked
- (c) Periods of leave without pay will be deducted from the cycles for the purposes of the above formula.
- (d) Notwithstanding Article 27, but subject to clause 27.02, Towermen shall receive eight (8) hour's compensation for any designated holiday specified in clause 27.01 whether or not the designated holiday falls on a work day. Work performed by Towermen-on a designated holiday will be compensated as per the above formula.
- **4.3** Assignment of Overtime Work

Subject to the operational requirements of the service, the Agency shall make every reasonable effort to give employees who are required to work overtime twenty-four (24) hours' advance notice of this requirement.

**4.4** Thirty Seven Decimal Five Hours Work Week

In the event that the Agency confirms that any GS employees are working a normal 37.5 work week, the Agency agrees that:

Notwithstanding Appendix "B" Hours of Work Code, the Agency agrees to maintain the thirty seven decimal five (37.5) hour per work week of the seven decimal five (7.5) hour per day schedule for those employees who, as **of** February 23, 1989, were working a scheduled thirty-seven decimal five (37.5) hours per week of seven decimal five (7.5) hours per day.

# 5. HP - Heating, Power and Stationary Plant

Notwithstanding clause 23.01, an employee classified as an HP working on a twelve (12) hour shift schedule shall receive a shift premium of two dollars (\$2) per hour for all hours worked between 4 p.m. and 8 a.m. The shift premium will not be paid for hours worked between 8 a.m. and 4 p.m.

# 6. SC - Ship's Crews

#### Meals and Quarters

When an employee classified as an SC is working on a vessel on which meals and/or quarters are not normally provided and the Agency does not provide alternative meals and/or quarters, the employee shall be entitled to:

(a) when the vessel is berthing for one or more nights away from home port, reimbursement for actual and reasonable costs incurred for meals and/or lodging;

(b) eight dollars (\$ 8) per day in lieu of meals and quarters for a regular working day of less than twelve (12) hours and ten dollars and fifty cents (\$ 10.50) per day in lieu of meals and quarters for a regular working day of twelve (12) hours or more.

# 7. EL- Electronics

Work Sites/Egress Difficulties

This will confirm the understanding reached \_etween the parties during negotiations of the collective agreement applying to employees in the Electronics Group.

It is recognized that at some isolated and remote work sites a variety of conditions can make egress so difficult that an employee cannot leave the site at the completion of his/her assigned work. Such sites frequently are stocked with emergency food supplies and provision may be made for the employee to sleep overnight. Typical of such sites are certain mountain-top VOR sites, some lighthouse sites and remote sites in arctic regions.

When, as a result of conditions beyond the employee's control, the employee must remain at such a site, he/she will be given equivalent time off for the period he/she is required to remain at the site in an unproductive state beyond his/her normal hours of work. When work assignments are authorized normal overtime conditions will prevail during this period. Examples of sites that are recognized as meeting these requirements are: Whitehorse VOR, Enderby VOR, Landsdowne and Attawapiskat. During the term of this Agreement, it shall be open to the parties to apply the intent of this letter to other sites in specific cases by means of consultation between the parties.

Every reasonable effort will be made to grant equivalent time off at a mutually acceptable time but if at the end of a fiscal year any time off still remains due to the employee, it shall be liquidated by the Agency by payment at the employee's straight-time hourly rate.

Section 7 of this Appendix will expire on August 4, 2007.

# 8. AS, CR, IS, PM, ST- Administration Services Groups

In no case shall clause 22.02 permit the Agency to reduce the hours of work of a full time employee permanently.

## APPENDIX "K" WORK FORCE ADJUSTMENT

# TABLE OF CONTENTS

#### GENERAL

Application Collective Agreement Objectives Definitions

#### PART I ROLES AND RESPONSIBILITIES

<u>1.1 Agency</u> <u>1.2 Employees</u>

# **PART II OFFICIAL NOTIFICATION**

#### PART III RELOCATION OF A WORK UNIT

#### PART IV RETRAINING

<u>4.1 General</u> <u>4.2 Surplus Employees</u> <u>4.3 Laid-off persons</u>

#### PART V SALARY PROTECTION

5.1 Lower-level position

#### PART VI OPTIONS FOR EMPLOYEES

<u>6.1 General</u> <u>6.2 Alternation</u> <u>6.3 Options</u> <u>6.4 Retention payment</u>

#### PART VII SPECIAL PROVISIONS REGARDING ALTERNATE DELIVERY INITIATIVES

Preamble 7.1 Definitions 7.2 General 7.3 Responsibilities 7.4 Notice of alternative delivery initiatives 7.5 Job offers from new employers 7.6 Application of other provisions of the appendix
7.7 Lump-sum payments and salary top-up allowances
7.8 Reimbursement
7.9 Vacation leave credits and severance pay

# ANNEX A -STATEMENT OF PENSION PRINCIPLES

ANNEX B

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# General

# Application

This appendix applies to all indeterminate employees represented by the Public Service Alliance of Canada working for the Parks Canada Agency. Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

# **Collective Agreement**

With the exception of those provisions covered by the Parks Canada Staffing Policies, this Appendix is part of this Agreement. Notwithstanding the Job Security article, in the event of conflict between the present Work Force Adjustment Appendix and that article, the present Work Force Adjustment Appendix will take precedence.

# **Objectives**

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

To this end, every indeterminate employee whose services will no longer be required because of a work force adjustment situation and for whom the Chief Executive Officer (CEO) knows or can predict employment availability will receive a guarantee of a reasonablejob offer within the Agency. Those employees for whom the CEO cannot provide the guarantee will have access to transitional employment arrangements (as per Part VI and VII).

In the case of surplus employees for whom the CEO cannot provide the guarantee of a reasonable job offer within the Agency, the Agency is committed to assist these employees in finding alternative employment in the Public Service (Part I and II of the PSSRA).

#### **Definitions:**

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

<u>Affected employee</u> is an indeterminate employee who has been informed in writing that his **or** her services may no longer be required because of a work force adjustment situation. (Employ6 touché)

<u>Alternation</u> 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. (Échange de postes)

<u>Alternative delivery initiative</u> is the transfer of any work, undertaking or business of the Agency to any body or corporation that is outside the Agency. (Diversification des modes d'exécution)

<u>Chief Executive Officer (CEO)</u> has the same meaning as in the definition of "Chief Executive Officer" set out in section 2 of the *Parks CanadaAgencyAct*, and also means his or her designate as per section 12 (4) of the *Parks CanadaAgencyAct*. (Directeur général de l'Agence)

<u>Education Allowance</u> is one of the options provided to an indeterminate employee affected by normal work force adjustment for whom the CEO cannot guarantee a reasonable job offer. The Education Allowance is a cash payment, equivalent to the Transitional Support Measure (see Annex B), plus a reimbursement of tuition from a recognized learning institution, book and mandatory equipment costs, up to a maximum of \$ 8,000. (Indemnité d'étude)

<u>Guarantee of a reasonable job offer</u> is a guarantee of an offer of indeterminate employment within the Agency provided by the CEO to an indeterminate employee who is affected by work force adjustment. The CEO will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom he or she knows or can predict employment availability in the Agency. Surplus employees in receipt of this guarantee will not have access to the Options available in Part VI of this appendix. (Garantie d'une offre d'emploi raisonnable)

<u>Laid-off person</u> is a person who has been laid off pursuant to section 13 of the *Parks Canada Agency Act* and who still retains a lay-off priority. (Personne mise en disponibilité)

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

<u>Lay-off priority</u> a person who has been laid off is entitled to a priority for appointment on the basis of individual merit without recourse to a position in the Agency for which, in the opinion of the CEO, they are qualified. This priority is accorded for one year following the lay-off date pursuant to the Parks Canada's Staffing Policy, Section 4.1 or following the termination date pursuant to the Parks *CanadaAgency Act*, Section 13. (Priorité de mise en disponibilité)

<u>Opting employee</u> is an indeterminate employee whose services will no longer be required because of a work force adjustment situation and who has not received a guarantee of a reasonable job offer from the CEO and who has 120 days to consider the Options of **Pert** 6.3 of this appendix. (Employ6 optant)

Pay has the same meaning as "rate of pay" in this agreement. (Rémunération)

<u>Priority administration system</u> is a system designed by the Agency to facilitate appointments within the Agency of individuals entitled to priorities under this appendix. (Système d'administration des priorités)

<u>Public Service</u> means any department, agency or employer specified in Schedule I of the *Public* Service Staff Relations Act (PSSRA). (Fonction publique) <u>Reasonablejob offer</u> (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** reasonablejob offer shall be within the employee's normal workplace, **as** defined in the Parks Canada Travel Policy. In Alternative Delivery situations, a reasonable offer is one that meets the criteria set out in Type 1 and Type 2 of Part VII of this appendix. A reasonable job offer is also an offer from a *PSSRA Part I and Part II* employer, provided that:

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

<u>Reinstatement priority</u> is a priority for appointment pursuant to the Parks Canada Staffing Policy accorded by the Agency to certain employees 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. (Priorité de réintégration)

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

<u>Relocation of work unit</u> is the authorised move of **a** work unit of any size to **a** place of duty beyond what, according to local custom, is normal commuting distance from the former work location and from the employee's current residence. (Réinstallation d'une unit6 de travail)

<u>Retraining</u> 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. (Recyclage)

<u>Surplus employee</u> is an indeterminate employee who has been formally declared surplus, in writing, by the CEO. (Employ6excédentaire)

<u>Surplus priority</u> is a priority in appointment accorded by the CEO to surplus employees to permit them to be appointed to other positions in the Agency on the basis of individual merit without recourse. (Priorité d'employé excédentaire)

<u>Surplus status</u> means an indeterminate employee is in surplus status from the date he or she is declared surplus until the date of lay-off, until he or she is indeterminately appointed to another position, until his or her surplus status is rescinded, or until the person resigns. (Statut d'employé excédentaire)

<u>Transition Support Measure</u> is one of the options provided to an opting employee for whom the Agency cannot guarantee a reasonable job offer. The Transition Support Measure is a cash

payment based on the employee's years of service as per Annex B. Years of service is the combined years of service in the Public Service immediately prior to appointment to the Agency, for which he or she was not granted a Transition Support Measure, plus years of service with the Agency. (Mesure de soutien a la transition)

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

<u>Work force adjustment</u> is a situation that occurs when the CEO decides that the services of one or more indeterminate employees will no longer be required beyond **a** specified date because of a lack of work, the discontinuance of a function, a relocation in which the employee does not wish to relocate or an alternative delivery initiative. (Réaménagement des effectifs)

## Part 1 Roles and Responsibilities

# 1.1 Agency

**1.1.1** Since indeterminate employees who are affected by work force adjustment situations are not themselves responsible for such situations, it is the responsibility of the CEO to ensure that they are treated equitably and, whenever 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 work force adjustment situations on indeterminate employees and on the Agency.

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

**1.1.4** The Agency shall establish systems to facilitate redeployment or retraining of the Agency's affected employees, surplus employees, and laid-off persons.

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

Such a communication shall also indicate if the employee:

- (a) is being provided a guarantee of a reasonablejob offer from the Agency and that the employee will be in surplus status from that date on,
  - or
- (b) is **an** opting employee and has access to the Options of Section 6.3 of this appendix because the employee is not in receipt of a guarantee of a reasonablejob offer from the Agency.

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

**1.1.6** The CEO will be expected to provide a guarantee of a reasonable job offer for those employees subject to work force adjustment for whom they know or can predict employment availability in the Agency.

**1.1.7** Where the CEO cannot provide a guarantee of a reasonable job offer, the CEO will provide 120 days to consider the three Options outlined in Part VI of this appendix to all opting employees before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected Option (A), twelve-month surplus priority period in which to secure a reasonable job offer.

**1.1.8** The CEO shall make a determination to either provide a guarantee of a reasonablejob 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.

**1.1.9** The Agency shall advise and consult with the Alliance representatives as completely as possible regarding any work force adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the Alliance the name and work location of affected employees.

**1.1.10** Where an employee is not considered suitable for appointment, the CEO shall advise the employee and the Alliance of that decision, indicating the reasons for the decision together with any enclosures.

**1.1.11** The Agency shall provide the employee with a copy of this appendix simultaneous with the official notification to an employee affected to whom this appendix applies that he or she has become subject to work force adjustment.

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

**1.1.13** The Agency is responsible to counsel and advise the affected employees on their opportunities of finding continuing employment in the Agency.

**1.1.14** 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.

**1.1.15** The Agency is to presume that each employee wishes to be reappointed unless the employee indicates the contrary in writing.

**1.1.16** The Agency shall relocate surplus employees and laid-off individuals, if necessary.

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

there are no local available priority persons, qualified and interested in the position being filled; or

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

**1.1.18** The cost of traveling to interviews for possible appointments within the Public Service

and of relocation to the new location shall be borne by the Agency. Such cost shall be consistent with the Travel policy and Integrated Relocation Program Pilot.

**1.1.19** For the purposes of the Integrated Relocation Program Pilot, 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.

**1.1.20** For the purposes of the Travel policy, laid-off persons travelling to interviews for possible reappointment to the Agency are deemed to be "other persons travelling on government business."

**1.1.21** For the priority period, the Agency shall pay the salary costs, and other authorised costs such as tuition, travel, relocation, and retraining for surplus employees and laid-off persons, as provided for in this appendix; all authorised costs of termination; and salary protection upon lower-level appointment.

**1.1.22** The Agency shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position in the Agency under this appendix.

**1.1.23** The Agency shall retain records of the results of all referrals made under this appendix, whether such referrals are for immediate appointment, for retraining designed to qualify individuals for appointment, or for anticipated vacancies.

**1.1.24** The Agency shall review the use of private temporary employment services, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, the Agency shall not re-engage such temporary employment services 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.

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

**L1.26** The Agency may lay off an employee at a date earlier than originally scheduled when the surplus employee requests them to do so in writing.

**1.1.27** The Agency shall provide surplus employees with a lay-off notice at least one month before the proposed lay-off date, if appointment efforts have been unsuccessful.

**1.1.28** When a surplus employee refuses a reasonable job offer, he or she shall be subject to layoff one month after the refusal, however not before six months after the surplus declaration date.

**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:

- (a) the work force adjustment situation and its effect on that individual;
- (b) the work force adjustment 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 employee's rights and obligations;
- (f) the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
- (g) alternatives that might be available to the employee (alternation, appointment, relocation, retraining, lower-level employment, term employment, retirement including 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 likelihood that the employee will be successfully appointed;
- (i) the meaning of a guarantee of reasonablejob offer, a Twelve-month **surplus** priority period in which to secure a reasonablejob offer, a Transition Support Measure and **an** Education Allowance;
- (j) preparation for interviews with prospective employers;
- (k) repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed; and
- (1) advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity;
- (m) the assistance to be provided in finding alternative employment in the Public Service (Part I and Part II of the PSSRA) to a surplus employee for whom the CEO cannot provide a guarantee of a reasonable job offer within the Agency.

**L1.30** The Agency shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by the responsible managers and the employee.

**1.1.31** Severance pay and other benefits flowing from other clauses in this collective agreement are separate from, and in addition to, those in this appendix.

**1.1.32** Any surplus employee who resigns under this appendix shall be deemed, for the purposes of severance pay and retroactive remuneration, to be involuntarily laid off on the day as of which

the CEO accepts in writing the employee's resignation.

**1.1.33** The Agency shall establish and modify staffing policies and procedures to ensure the most effective and efficient means of maximizing the reappointment of surplus employees and the appointment of laid-off persons to positions in the Agency.

**1.1.34** The Agency shall determine, to the extent possible, the occupations in which there are skill shortages for which surplus employees or laid-off persons could be retrained.

**1.1.35** The Agency shall actively market surplus employees and laid-off persons unless the individuals have advised the Agency in writing that they are not available for appointment.

**1.1.36** The Agency shall provide information directly to the Alliance on the numbers and status of their members who are in the Priority Administration System through reports to the Alliance.

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

# 1.2 Employees

**1.2.1** Employees have the right to be represented by the Alliance in the application of this appendix.

**I.2.2** Employees who **are** directly affected by work force adjustment situations and who receive a guarantee of a reasonable job offer, or who opt, or are deemed to have opted, for Option (a) of **Part** VI of this appendix are responsible for:

- (a) actively seeking alternative employment in co-operation with the Agency, unless they have advised the Agency, in writing, that they are not available for appointment;
- (b) seeking information about their entitlements and obligations;
- (c) providing timely information to the Agency to assist them in their appointment activities (including curriculum vitae or resumes);
- (d) ensuring that they can be easily contacted by the Agency and attending appointments related to referrals;
- (e) seriously considering job opportunities presented to them, including retraining and relocation possibilities, specified period appointments and lower-level appointments.

**L2.3** Opting employees are responsible for:

- (a) considering the Options of **Part** VI of this appendix;
- (b) communicating their choice of Options, in writing, to their manager no later than 120 days after being declared opting.

#### Part II Official Notification

**2.1** In any work force adjustment situation which is likely to involve ten or more indeterminate employees covered by this appendix, the CEO shall inform, under no circumstances less than forty eight (48) hours before a WFA situation is announced, in writing and in confidence, the chief executive officer of the Alliance. This information is to include the identity and location of the work unit(s) involved; the expected date of the announcement; the anticipated timing of the situation; and the numbers of employees, by group and level, who will be affected.

### Part III Relocation of a work unit

**3.1.1** 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 a work force adjustment situation.

**3.1.2** Following written notification, employees must indicate, within **a** period of six months, their intention to move. If the employee's intention is not to move with the relocated position, the Agency 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 1,1.16 to 1,1.20.

**3.1.4** Although the Agency will endeavour 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 from the CEO, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

**3.1.5** Employees who are not in receipt of a guarantee of a reasonable job offer shall become opting employees and have access to the Options set out in **Part** VI of this appendix.

# Part IV Retraining

### 4.1 General

**4.1.1** To facilitate the redeployment of affected employees, surplus employees, and laid-off persons, the Agency shall make every reasonable effort to retrain 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 retraining can facilitate the appointment of surplus employees and laid-off persons.

4.1.3 Subject to the provisions of 4.1.2, the CEO shall approve up to two (2) years of retraining.

### 4.2 Surplus Employees

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

- (a) retraining is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates; and
- (b) there are no other available priority persons who qualify for the position.

**4.2.2** The Agency is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the CEO.

**4.2.3** Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee.

**4.2.4** While on retraining, a surplus employee continues to be employed by the Agency and **is** entitled to be paid in accordance with his or her current appointment, unless the Agency is willing to appoint the employee indeterminately, conditional on successful completion of retraining, in which case the retraining plan shall be included in the letter of offer.

**4.2.5** When a retraining plan has been approved and the surplus employee continues to be employed by the Agency, the proposed lay-off date shall be extended to the end of the retraining period, subject to 4.2.3.

**4.2.6** An employee unsuccessful in retraining may be laid off at the end of the surplus period, provided that the Agency has been unsuccessful in making the employee a reasonable job offer.

**4.2.7** In addition to all other rights and benefits granted pursuant to this section, an employee who is guaranteed a reasonable job offer, is also guaranteed, subject to the employee's willingness to relocate, training to prepare the surplus employee for appointment to a position pursuant to paragraph 4.1.1, such training to continue for one (1) year or until the date of appointment to another position, whichever comes first. Appointment to this position is subject to successful completion of the training.

# 4.3 Laid-off persons

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

- (a) retraining is needed to facilitate the appointment of the individual to a specific vacant position;
- (b) the individual meets the minimum requirements set out in the relevant Selection Standard for appointment to the group concerned;
- (c) there are no other available persons with a priority who qualify for the position;

and

(d) the Agency cannot justify a decision not to retrain the individual.

**4.3.2** When an individual is offered an appointment conditional on successful completion of retraining, a retraining plan reviewed by the Agency shall be included in the letter of offer. If the individual accepts the conditional offer, he or she will be appointed on an indeterminate basis to the full level of the position after having successfully completed training and being assessed as qualified for the position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which he or she was laid-off, the employee will be salary protected in accordance with Part V.

### Part V Salary Protection

# 5.1 Lower-level position

**5.1.1** Surplus employees and laid-off persons appointed to a lower-level position under this appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of this agreement, or, in the absence of such provisions, the appropriate provisions of the *Regulations Respecting Pay on Reclassification or Conversion*.

**5.1.2** Employees whose salary is protected pursuant to paragraph 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 Agency will be expected to provide a guarantee of a reasonablejob offer for those affected employees for whom they know or can predict employment availability. If the CEO cannot provide such a guarantee, he or she shall provide his or her reasons in writing, if requested by the employee. 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 have 120 days to consider the three Options below before a decision is required of them.

**6.1.3** The opting employee must choose, in writing, one of the three Options of section 6.3 of this appendix within the 120-day window. The employee cannot change Options once having made a written choice.

**6.1.4** If the employee fails to select an Option, the employee will be deemed to have selected Option (a), Twelve-month surplus priority period in which to secure a reasonable job offer at the end of the 120-day window.

**6.1.5** If a reasonablejob offer which does not require a relocation is made at any time during the 120-day opting period and prior to the written acceptance of the Transition Support Measure or the Education Allowance Option, the employee is ineligible for the TSM, the pay in lieu of unfulfilled surplus period or the Education Allowance.

# 6.2 Alternation

The Agency will develop and implement an alternation process.

**6.2.1** 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 Part VI of this appendix.

**6.2.2** Only an opting employee, not a surplus one, may alternate into an indeterminate position that remains in the Agency.

**6.2.3** 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 ongoing needs of the position and the Agency.

**6.2.4** An alternation must permanently eliminate a function or a position.

**6.2.5** The opting employee moving into the unaffected position must meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position, except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five days of the alternation.

**6.2.6** An alternation should normally occur between employees at the same group and level. When the two positions are not the same group and level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher paid position is no more than six-per-centhigher than the maximum rate of pay for the lower paid position.

**6.2.7** An alternation must occur on a given date, i.e. two employees directly exchange positions on the **same** day. There is no provision in alternation for a "domino" effect or for "future considerations".

### 6.3 Options

**6.3.1** Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the Agency will have access to the choice of Options below:

- (a) Twelve-month surplus priority period in which to secure a reasonablejob offer is timelimited. Should a reasonablejob offer not be made within a period of twelve months, the employee will be laid off in accordance with the *Parks Canada Agency* Act, Section 13. Employees who choose or are deemed to have chosen this Option are surplus employees.
  - (i) At the request of the employee, this twelve (12) month **surplus** priority period shall be extended by the unused portion of the 120-day opting period referred to in 6.1.2 which remains once the employee has selected in writing option (a)
  - (ii) When a surplus employee who has chosen, or who is deemed to have chosen, Option (a) offers to resign before the end of the twelve-month surplus priority period, the CEO 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 months. The amount of the lump-sum payment for the pay in lieu cannot exceed the maximum of that which he or she would have received had they chosen Option (b), the Transition Support Measure.
  - (iii) 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. The Agency will also make every reasonable effort to market a surplus employee in the Public Service (Part I and II of the PSSRA) within the employee's normal work location as defined in the Agency Travel Policy.

(b) Transition Support Measure (TSM) is a cash payment based on the employee's years of service as per Annex B made to the opting employee. Years of service is the combined years of service in the Public Service immediately prior to appointment to the Agency, for which he or she was not granted a Transition Support Measure, 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 \$8000 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 years, while attending the learning institution. The TSM shall be paid in one or two lump-sum amounts over a maximum two-year period. During this period, employees could continue to be public service benefit plan members and contribute both employer and employee share to the benefits plans and the *Public Service Superannuation Plan.* At the end of the two-year leave without pay period, unless the employee has found alternate employment in the Agency, the employee will be laid off in accordance with the *Parks Canada Agency Act*, Section 13.

**6.3.2** The Agency will establish the departure date of opting employees who choose Option (b) or Option (c) above.

**6.3.3** The TSM, pay in lieu of unfulfilled surplus period and the Education Allowance cannot be combined with any other payment under the Work Force Adjustment Appendix.

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

**6.3.5** Employees choosing Option (c)(ii) who have not provided the CEO with a proof of registration from a learning institution 12 months after starting their leave without pay period will be deemed to have resigned from the Agency, and be considered to be laid-off for purposes of severance pay.

**6.3.6** All opting employees will be entitled to **up** to \$400 for financial planning advice.

**6.3.7** An opting employee who has received pay in lieu of unfulfilled surplus period, a TSM or **an** Education Allowance and is re-appointed to the Agency 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** Notwithstanding paragraph **6.3.7**, an opting employee who has received an Education Allowance will not be required to reimburse tuition expenses, costs of books and mandatory equipment, for which he or she cannot get a refund.

**6.3.9** The Agency shall ensure that pay in lieu of unfulfilled surplus period is only authorised where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during that period.

**6.3.10** If a surplus employee who has chosen, or is deemed to have chosen, Option (a) refuses a reasonable job offer at any time during the twelve-month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.

**6.3.11** Approval of pay in lieu of unfulfilled surplus period is at the discretion of the CEO, but shall not be unreasonably denied.

# 6.4 Retention payment

**6.4.1** There are three situations in which an employee may be eligible to receive a retention payment. These are total facility closures, relocation of work units and alternative delivery initiatives.

**6.4.2** All employees accepting retention payments must agree to leave the Agency without priority rights.

**6.4.3** An individual who has received a retention payment and, as applicable, is either reappointed to the Agency, or is hired by the new employer within the six months immediately following his or her resignation, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the lump sum was paid.

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

- (a) such jobs are in remote areas of the country, or
- (b) retraining and relocation costs are prohibitive, or
- (c) prospects of reasonable alternative local employment (whether within or outside the Agency) are poor.

**6.4.5** Subject to 6.4.4, the Agency 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 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 CEO 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 Agency 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 months' pay payable upon the day on which the Agency operation relocates, provided the employee has not separated prematurely.

**6.4.8** The provisions of 6.4.9 shall apply in alternative delivery initiatives:

- a) where the Agency work units are affected by alternative delivery initiatives;
- b) when the Agency decides that, compared to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of the transfer to the new employer; and
- c) where the employee has not received a job offer from the new employer or has received an offer and did not accept it.

**6.4.9** Subject to 6.4.8, the Agency shall pay to each employee who is asked to remain until the transfer date and who offers a resignation from the Agency to take effect on the transfer date, a sum equivalent to six months pay payable upon the transfer date, provided the employee has not separated prematurely.

### Part VII Special provisions regarding Alternate Delivery Initiatives

### Preamble

The administration of the provisions of this part will be guided by the following principles:

- (a) fair and reasonable treatment of employees;
- (b) value for money and affordability; and
- (c) maximization of employment opportunities for employees.

The parties recognize:

- the union's need to represent employees during the transition process;
- the Agency's need for greater flexibility in organizing the Parks Canada Agency.

### 7.1 Definitions

For the purposes of this part:

<u>Reasonable job offer</u> is an offer of employment received from a new employer in the case of **a** Type 1 or Type 2 transitional employment arrangement, as determined in accordance with paragraph 7.2.2.

<u>Termination of employment</u> is the termination of employment as a result of a decision to transfer work or functions of the Agency in whole or in part to an external employer pursuant to the *Parks Canada Agency Act*, Section 13.

### 7.2 General

The Agency will, as soon as possible after the decision is made to proceed with an ASD initiative, and if possible, not less that 180 days prior to the date of transfer, provide notice to the Alliance.

The notice to the Alliance will include:

- 1. the program being considered for ASD,
- 2. the reason for the ASD, and
- 3. the type of approach anticipated for the initiative.

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

In cases of ASD initiatives, the parties will establish a joint WFA-ASD committee to conduct meaningful consultation on the human resources issues related to the ASD initiative in order to provide information to the employee which will assist him or her in deciding on whether or not to accept the job offer.

### 1. Commercialisation

In cases of commercialisation where tendering will be part of the process, the members of the joint WFA-ASD committee shall make every reasonable effort to come *to* an agreement on the criteria related to human resources issues (e.g. terms and conditions of employment, pension and health care benefits, the take-up number of employees) to be used in the request for proposal (RFP) process. The committee will respect the contracting rules of the federal government.

### 2. Creation of a new Agency

In cases of the creation of new agencies, the members of the joint WFA/ASD committee shall make every reasonable effort to agree on common recommendations related to human resources issues (e.g. terms and conditions of employment, pension, and health care benefits) that should be available at the date of transfer.

### 3. Transfer to existing Employers

In all other ASD initiatives where an employer-employee relationship already exists the parties will hold meaningful consultations to clarify the terms and conditions that will apply upon transfer.

In the cases of commercialisation and creation of new agencies consultation opportunities will be given to the Alliance; however, in the event that agreements are not possible, the Agency may still proceed with the transfer.

**7.2.1** The provisions of this **Part** apply only in the case of alternative delivery initiatives and are in exception to other provisions of this appendix. Employees who are affected by alternative delivery initiatives and who receive job offers from the new employer shall be treated in accordance with the provisions of this part and, only where specifically indicated will other provisions of this appendix apply to them.

**7.2.2** There are three types of transitional employment arrangements resulting from alternative delivery initiatives:

# (a) **Type 1 (Full Continuity)**

Type 1 arrangements meet all of the following criteria:

- (i) legislated successor rights apply. Specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;
- (ii) recognition of continuous employment in the Public Service, as defined in the adopted *Public Services Terms and Conditions of Employment*, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;
- (iii) pension arrangements according to the Statement of Pension Principles set out in Annex A, or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to paragraph 7.7.3;
- (iv) transitional employment guarantee: **a** two-year minimum employment guarantee with the new employer;
- (v) coverage in each of the following core benefits: health benefits, long term disability insurance (LTDI) and dental plan;
- (vi) short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to maximum of the new employer's LTDI waiting period.

### (b) **Type 2 (Substantial Continuity)**

Type 2 arrangements meet all of the following criteria:

- (i) the average new hourly salary offered by the new employer (= rate of pay + equal pay | + supervisory till for the group moving is 85 per cent or greater of the group's t Agency hourly remuneration (= 1 + equal pay adjustments + y till when the hours of work are th = ;
- (ii) the average annual salary of the new employer (= rate of pay + equal pay it ients + supervisory differential) for the group moving is 85 per cent r greater of Agency annual remuneration (= per cent or greater of Agency annual remuneration (= pay + equal pay t t + it i t), when the hours of work are diffe t
- (iii) p arrangements o di g to the Statement of Pension Pri ciples as set ut in Annex A, or in sets where the test of reasonableness set out in that Statement is not , payment of a lump to ol pursuant to paragraph 7.7 3

- (iv) transitional employment guarantee: employment tenure equivalent to that of the permanent work force in receiving organizations or a two-year minimum employment guarantee;
- (v) coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
- (vi) short-term disability arrangement.

# (c) Type 3 (Lesser Continuity)

A Type 3 arrangement is any alternative delivery initiative that does not meet the criteria applying in Type 1 and 2 transitional employment arrangements.

**7.2.3** For Type 1 and Type 2 transitional employment arrangements, the offer of employment from the new employer will be deemed to constitute a reasonable job offer for purposes of this part.

**7.2.4** For Type 3 transitional employment arrangements, an offer of employment from the new employer will not be deemed to constitute a reasonable job offer for purposes of this part.

# 7.3 Responsibilities

**7.3.1** The Agency will be responsible for deciding, after considering the criteria set out above, which of the Types applies in the case of particular alternative delivery initiatives.

**7.3.2** Employees directly affected by alternative delivery initiatives are responsible for seriously considering job offers made by new employers and advising the Agency of their decision within the allowed period.

# 7.4 Notice of alternative delivery initiatives

**7.4.1** Where alternative delivery initiatives are being undertaken, the Agency shall provide written notice to all employees offered employment by the new employer, giving them the opportunity to choose whether they wish to accept the offer.

**7.4.2** Following written notification, employees must indicate within a period of 60 days their intention to accept the employment offer, except in the case of Type 3 arrangements, where the Agency may specify a period shorter than 60 days, but not less than 30 days.

# 7.5 Job offers from new employers

**7.5.1** Employees subject to this appendix (see Application) and who do not accept the reasonable job offer from the new employer in the case of Type 1 or 2 transitional employment arrangements will be given four months notice of termination of employment and their employment will be terminated at the end of that period or on a mutually agreed upon date before the end of the four month notice period except where the employee was, at the satisfaction of the CEO, unaware of

the offer or incapable of indicating an acceptance of the offer, he or she is deemed to have accepted the offer before the date on which the offer is to be accepted.

**7.5.2** The CEO may extend the notice of termination period for operational reasons, but no such extended period may end later than the date the transfer to the new employer.

**7.5.3** Employees who do not accept a job offer from the new employer in the case of Type 3 transitional employment arrangements may be declared opting or surplus by the Agency in accordance with the provisions of the other parts of this appendix.

**7.5.4** Employees who accept a job offer from the new employer in the case of any alternative delivery initiative will have their employment terminated on the date on which the transfer becomes effective, or on another date that may be designated by the Agency for operational reasons provided that this does not create a break in continuous service between the Public Service, including the Agency, and the new employer.

# 7.6 Application of other provisions of the appendix

**7.6.1** For greater certainty, the provisions of Part II, Official Notification, and section 6.4, Retention Payment, will apply in the case of an employee who refuses an offer of employment in the case of a Type 1 or 2 transitional employment arrangement. A payment under section 6.4 may not he combined with a payment under the other section.

### 7.7 Lump-sum payments and salary top-up allowances

**7.7.1** Employees who are subject to this appendix (see Application) and who accept the offer of employment from the new employer in the case of Type 2 transitional employment arrangements will receive a sum equivalent to three months pay, payable upon the day on which the Agency work or function is transferred to the new employer. The Agency will also pay these employees an 18-month salary top-up allowance equivalent to the difference between the remuneration applicable to their Agency position and the salary applicable to their position with the new employer. This allowance will be paid as a lump-sum, payable on the day on which the Agency work or function is transferred to the new employer.

**7.7.2** In the case of individuals who accept an offer of employment from the new employer in the case of a Type 2 arrangement whose new hourly or annual salary falls below 80 per cent of their former hourly or annual remuneration, the Agency will pay an additional six months of salary top-up allowance for a total of 24-months under this paragraph and paragraph 7.7.1. The salary top-up allowance equivalent to the difference between the remuneration applicable to their Agency position and the salary applicable to their position with the new employer will be paid as a lump-sum payable on the day on which the Agency work or function is transferred to the new employer.

**7.7.3** Employees who accept the reasonable job offer from the successor employer in the case of a Type 1 or Type 2 transitional employment arrangement where the test of reasonableness referred to in the Statement of Pension Principles set out in Annex A is not met, that is, where the actuarial value (cost) of the new employer's pension arrangements are less than 6.5 per cent of

pensionable payroll (excluding the employer's costs related to the administration of the plan) will receive a sum equivalent to three months pay, payable on the day on which the Agency work or function is transferred to the new employer.

**7.7.4** Employees who accept an offer of employment from the new employer in the case of Type 3 transitional employment arrangements will receive a sum equivalent to six months pay payable on the day on which the Agency work or function is transferred to the new employer. The Agency will also pay these employees a 12-monthsalary top-up allowance equivalent to the difference between the remuneration applicable to their position and the salary applicable to their position with the new employer. The allowance will be paid as a lump-sum, payable on the day on which the Agency work or function is transferred to the new employer. The total of the lump-sum payment and the salary top-up allowance provided under this paragraph will not exceed an amount equivalent to one year's pay.

**7.7.5** For the purposes of 7.7.1, 7.7.2 and 7.7.4, the term "remuneration" includes and is limited to salary plus equal pay adjustments, if any, and supervisory differential, if any.

### 7.8 Reimbursement

**7.8.1** An individual who receives a lump-sum payment and salary top-up allowance pursuant to paragraphs 7.7.1 to 7.7.4 and who is reappointed to *the* Agency at any point during the period covered by the total of the lump-sum payment and salary top-up allowance, if any, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of re-appointment to the end of the original period covered by the total of the lump-sum payment and salary top-up allowance, if any.

**7.8.2** An individual who receives a lump-sum payment pursuant to paragraph 7.6.1 and, as applicable, is either reappointed to the Agency or hired by the new employer at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of the reappointment or hiring to the end of the original period covered by the lump-sum payment.

### 7.9 Vacation leave credits and severance pay

**7.9.1** Notwithstanding the provisions of this agreement concerning vacation leave, an employee who accepts a job offer pursuant to this part may choose not to be paid for earned but unused vacation leave credits, provided that the new employer will accept these credits.

**7.9.2** Notwithstanding the provisions of this agreement concerning severance pay, an employee who accepts a reasonablejob offer pursuant to this part will not be paid severance pay where successor rights apply and/or, in the case of a Type 2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the Public Service for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer.

#### 7.9.3 Where:

- (a) the conditions set out in 7.9.2 are not met,
- (b) the severance provisions of the collective agreement are extracted from the collective agreement prior to the date of transfer to another non-federal public sector employer,
- (c) the employment of an employee is terminated pursuant to the terms of paragraph 7.5.1,

or

(d) the employment of an employee who accepts a job offer from the new employer in a Type 3 transitional employment arrangement is terminated on the transfer of the function to the new employer, the employee shall be deemed, for purposes of severance pay, to be involuntarily laid off on the day on which employment in the Agency terminates.

#### Annex A Statement of pension principles

- 1. The new employer will have in place, or Her Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for transferring employees. The test of "reasonableness" will be that the actuarial value (cost) of the new employer pension arrangements will be at least 6.5 per cent of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the Assessment Methodology developed by Towers Perrin for the Treasury Board, dated October 7, 1997. This Assessment Methodology will apply for the duration of this agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new employer to pay the employer costs, *Public Service Superannuation Act* (PSSA) coverage could be provided during a transitional period of up to a year.
- 2. Benefits in respect of service accrued to the point of transfer are to be fully protected
- 3. Her Majesty in right of Canada will **seek** portability arrangements between the Public Service Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, Her Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new employer for vesting and benefit thresholds under the *PSSA*.

Years of Service in the Agency and Public Service	Transition Support Measure (TSM) (Payment in weeks' pay)
0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52
19	52
20	52
21	52
22	52
23	52
24	52
25	52

Years of Service in the Agency and Public Service	Transition Support Measure (TSM) (Payment in weeks' pay)
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	7
45	4

For indeterminate seasonal and part-time employees, the TSM will be pro-rated in the same manner as severance pay under the terms of this agreement.

Severance pay provisions of this collective agreement are in addition to the TSM.

### APPENDIX "L" MEMORANDUM OF UNDERSTANDING DEVELOPMENT OF A FAMILY POLICY

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The parties agree to extend the sub-committee of the Labour Management Committee working towards the development of a Parks Canada Family Policy. The sub-committee shall, within twelve (12) months of the signing of this agreement, report its recommendations to the National Labour Management Consultation Committee.

### \*\* APPENDIX "M" MEMORANDUM OF UNDERSTANDING GRIEVANCE PROCEDURE

- 1. The parties recognize that the *Public Service Modernization Act* (PSMA), which received Royal Assent in November 2003, is expected to come into effect during the life of the collective agreement.
- 2. In light of the provisions contained in the PSMA that modify certain aspects of the grievance procedure, the parties agree that upon of the PSMA coming into effect, Article 16 of the collective agreement will be re-opened for negotiation with the objective of bringing the collective agreement into harmony with the legislation with respect to the three specific areas listed below:
  - i) group grievances;
  - ii) policy grievances;
  - iii) grievances on subjects that could also be addressed through complaints to the Canadian Human Rights Commission.
- 3. Upon written notice by either party, following the coming into effect of the PSMA, the Alliance and the Agency shall meet within 30 days for the purpose of negotiating amendments to Article 16 of the collective agreement.
- 4. In the event that the parties are unable to reach agreement upon the modifications to Article 16 of the collective agreement necessary for this purpose within 90 days of the written notice referred to in the above paragraph, either party may submit the matter to binding arbitration.
- 5. Should arbitration be required, the selection of an arbitrator and the treatment of other related administrative matters will be consistent with the procedures outlined in the Agency's ITPR process.
- 6. This Memorandum of Understanding shall form part of the Collective Agreement.

20