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Terms and Conditions of Employment and their Duration for Employees in the Correctional Groups

Group: Correctional
(Non-Supervisory and Supervisory)

CODES: 601/99

651/99

Expiry Date: May 31, 2000

Canada

NOTE:

These *Terms and Conditions of Employment and their duration for Employees in the Correctional Groups* constitute the new collective agreement in respect of each group of employees to whom it applies and is binding on the Employer, the bargaining agent and the employees pursuant to subsections 20(3) and (4) of the *Government Services Act, 1999*.

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TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
PART 1 - GENERAL		1
	NOTA BENE	2
2	INTERPRETATION AND DEFINITIONS.....	2
7	RECOGNITION.....	2
1	PURPOSE AND SCOPE OF AGREEMENT	3
**2	INTERPRETATION AND DEFINITIONS.....	3
3	APPLICATION	6
4	STATE SECURITY	6
5	PRECEDENCE OF LEGISLATION AND THE COLLECTIVE AGREEMENT	6
6	MANAGERIAL RESPONSIBILITIES.....	7
7	RECOGNITION.....	7
PART 2 - STAFF RELATIONS MATTERS		8
8	EMPLOYEE REPRESENTATIVES.....	9
9	USE OF EMPLOYER FACILITIES.....	10
10	CHECK-OFF	10
11	INFORMATION.....	11
12	EMPLOYEES ON PREMISES OF OTHER EMPLOYERS.....	12

13	RESTRICTION ON OUTSIDE EMPLOYMENT	12
**14	LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS.....	12
15	ILLEGAL STRIKES	15
16	JOB SECURITY	16
**17	DISCIPLINE	16
18	HEALTH AND SAFETY	17
19	JOINT CONSULTATION.....	17
**20	GRIEVANCE PROCEDURE	18
PART 3 - WORKING CONDITIONS		23
**21	HOURS OF WORK AND OVERTIME.....	24
22	REPORTING PAY	28
23	COURT DUTY	28
24	CALL-BACK PAY	29
**25	SHIFT PREMIUMS	30
**26	DESIGNATED PAID HOLIDAYS	31
**27	TRAVELLING TIME	33
28	LEAVE - GENERAL.....	35
**29	VACATION LEAVE WITH PAY	36

30	OTHER LEAVE WITH OR WITHOUT PAY.....	41
30.01	Marriage Leave With Pay.....	41
**30.02	Bereavement Leave With Pay.....	41
**30.03	Maternity Leave without Pay	42
**30.04	Maternity Allowance.....	43
**30.05	Special Maternity Allowance for Totally-Disabled Employees	47
**30.06	Transitional Provisions	48
**30.07	Parental Leave Without Pay.....	48
**30.08	Parental Allowance	50
**30.09	Special Parental Allowance for Totally Disabled Employees	54
**30.10	Transitional Provisions	55
**30.11	Leave without Pay for the Care and Nurturing of Pre-School Age Children.....	55
30.14	Leave Without Pay for Personal Needs	56
**30.15	Leave with Pay for Family-Related Responsibilities.....	56
30.16	Leave Without Pay for Relocation of Spouse.....	57
30.17	Court Leave	57
30.18	Injury-on-duty Leave	58
30.19	Personnel Selection Leave	59
30.20	Leave With or Without Pay for Other Reasons	59
**30.21	Leave Without Pay for the Long-term Care of a Parent	59
**31	SICK LEAVE WITH PAY.....	60
32	EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE	62
**33	SEVERANCE PAY.....	64
**34	VARIABLE HOURS OF WORK	66
35	PART-TIME EMPLOYEES.....	70
PART 4 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT		74
**36	TECHNOLOGICAL CHANGE	75
**37	NO DISCRIMINATION	76

**38 SEXUAL HARASSMENT77

39 STATEMENT OF DUTIES77

40 EMPLOYEE PERFORMANCE REVIEW AND
EMPLOYEE FILES77

41 NATIONAL JOINT COUNCIL AGREEMENTS.....78

42 DENTAL CARE PLAN.....80

**43 RELIGIOUS OBSERVANCE.....81

44 ALLOWANCES81

**45 SHIFT PRINCIPLE.....82

**46 MATERNITY-RELATED REASSIGNMENT
OR LEAVE83

**47 MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES84

PART 5 - PAY AND DURATION.....85

48 PAY ADMINISTRATION86

49 AGREEMENT RE-OPENER CLAUSE.....88

**50 DURATION88

**** APPENDIX “A”89**

CX - CORRECTIONAL SERVICES (SUPERVISORY
AND NON-SUPERVISORY) GROUP
ANNUAL RATES OF PAY89

**APPENDIX “A-1”	91
CX - CORRECTIONAL SERVICES (SUPERVISORY AND NON-SUPERVISORY) GROUP WEEKLY, DAILY AND HOURLY RATES OF PAY	91
**APPENDIX “A-2”	94
CX - CORRECTIONAL SERVICES (SUPERVISORY AND NON-SUPERVISORY) GROUP ANNUAL RATES OF PAY FOR SALARY PROTECTED EMPLOYEES	94
**APPENDIX “A-3”	96
CX - CORRECTIONAL SERVICES (SUPERVISORY AND NON-SUPERVISORY) GROUP WEEKLY, DAILY AND HOURLY RATES OF PAY FOR SALARY PROTECTED EMPLOYEES	96
**APPENDIX “B”	99
WORK FORCE ADJUSTMENT	99
**APPENDIX “C”	138
OVERTIME MEAL ALLOWANCE	138
**APPENDIX “D”	139
INMATE ESCORTS	139
**APPENDIX “E”	142
**APPENDIX “F”	143
VARIABLE HOURS OF WORK	143

****APPENDIX “G”144**
****APPENDIX “H”145**

**Asterisks denote changes from the previous Collective Agreement.

PART 1 - GENERAL

NOTA BENE

NOTA BENE:

The provisions of the Collective Agreement covering the employees of the Correctional Group (Supervisory) are identical except for the following two provisions contained in the Correctional Group (Non-Supervisory) Collective Agreement.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (c) **“bargaining unit”** means the employees of the Employer in the Correctional Group, Operational Category, whose duties include the supervision of other employees in that occupational group, as described in the certificate issued by the Public Service Staff Relations Board on August 2, 1967;

ARTICLE 7

RECOGNITION

7.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the second (2nd) day of August 1967, covering employees of the Correctional Group whose duties include the supervision of other employees.

ARTICLE 1

PURPOSE AND SCOPE OF AGREEMENT

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Alliance and the employees and to set forth herein certain terms and conditions of employment for all employees described in the certificates issued by the Public Service Staff Relations Board on August 2, 1967 covering employees in the Correctional Group.

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

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) “**Alliance**” means the Public Service Alliance of Canada (Alliance);
- (b) “**allowance**” means compensation payable for the performance of special or additional duties (indemnité);
- (c) “**bargaining unit**” means the employees of the Employer in the Correctional Group, Operational Category, whose duties do not include the supervision of other employees in that occupational group, as described in the certificate issued by the Public Service Staff Relations Board on August 2, 1967 (unité de négociation);
- (d) “**continuous employment**” has the same meaning as specified in the existing *Public Service Terms and Conditions of Employment Regulations* of the Employer on the date of signing of this Agreement (emploi continu);
- (e) “**daily rate of pay**” means an employee’s weekly rate of pay divided by five (5) (taux de rémunération journalier);

- (f) “**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);
- (g) “**employee**” means a person so defined in the *Public Service Staff Relations Act*, and who is a member of one of the bargaining units specified in Article 7 (employé-e);
- (h) “**Employer**” means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board (Employeur);
- (i) “**holiday**” means (jour férié):
 - (i) the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement;
 - (ii) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:
 - (A) on the day it commenced where half (1/2) or more of the hours worked fall on that day,
 - or
 - (B) on the day it terminates where more than half (1/2) of the hours worked fall on that day;
- (j) “**hourly rate of pay**” means a full-time employee’s weekly rate of pay divided by thirty-seven point five (37.5) (taux de rémunération)
- (k) “**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);
- (l) “**leave**” means authorized absence from duty by an employee during his or her regular or normal hours of work (congé);

- (m) “**membership dues**” means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium, or special levy (cotisations syndicales);
- (n) “**spouse**” will, when required, be interpreted to include “common-law spouse” except, for the purposes of the Foreign Service Directives, the definition of “spouse” will remain as specified in Directive 2 of the Foreign Service Directive (conjoint);
- **
- (o) a “**common-law spouse**” relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse and continues to live with the person as if that person were his/her spouse (conjoint de fait);
- (p) “**straight-time rate**” means the employee’s hourly rate of pay (tarif normal);
- (q) “**overtime**” means (heures supplémentaires):
- (i) in the case of a full-time employee, authorized work in excess of the employee’s scheduled hours of work;
- or
- (ii) in the case of a part-time employee, authorized work in excess of the normal daily or weekly hours of work of a full-time employee specified by this collective agreement but does not include time worked on a holiday;
- (r) “**time and one-half**” means one and one-half (1 1/2) times the employee’s hourly rate of pay (tarif et demi);
- (s) “**double time**” means two (2) times the employee’s hourly rate of pay (tarif double);
- (t) “**weekly rate of pay**” means an employee’s annual rate of pay divided by fifty-two point one seventy- six (52.176) (taux hebdomadaire).

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

- (a) if defined in the *Public Service Staff Relations Act*, have the same meaning as given to them in the *Public Service Staff Relations Act*,

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

**ARTICLE 3
APPLICATION**

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

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

**ARTICLE 4
STATE SECURITY**

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

**ARTICLE 5
PRECEDENCE OF LEGISLATION
AND THE COLLECTIVE AGREEMENT**

5.01 In the event that any law passed by Parliament, applying to Public Service employees covered by this agreement, renders null and void any provision of this agreement, the remaining provisions of the agreement shall remain in effect for the term of the agreement.

ARTICLE 6
MANAGERIAL RESPONSIBILITIES

6.01 Except to the extent provided herein, this agreement in no way restricts the authority of those charged with managerial responsibilities in the Public Service.

ARTICLE 7
RECOGNITION

7.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the second (2nd) day of August 1967, covering employees of the Correctional Group whose duties do not include the supervision of other employees.

PART 2 - STAFF RELATIONS MATTERS

ARTICLE 8
EMPLOYEE REPRESENTATIVES

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

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

8.03 The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 8.02.

8.04

- (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).

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

ARTICLE 9

USE OF EMPLOYER FACILITIES

9.01 Reasonable space on bulletin boards in convenient locations will be made available to the Alliance for the posting of official Alliance notices. The Alliance shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Alliance, including the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

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

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

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

ARTICLE 10

CHECK-OFF

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

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

10.03 For the purpose of applying clause 10.01, deductions from pay for each employee in respect of each calendar month will start with the first (1st) full calendar month of employment to the extent that earnings are available.

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

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

10.06 The amounts deducted in accordance with clause 10.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

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

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

ARTICLE 11 INFORMATION

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

11.02 The Employer 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 12

EMPLOYEES ON PREMISES OF OTHER EMPLOYERS

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

ARTICLE 13

RESTRICTION ON OUTSIDE EMPLOYMENT

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

ARTICLE 14

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

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

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

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

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

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

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

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

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

14.03 The Employer will grant leave with pay:

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

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

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

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

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

Adjudication

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

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

Meetings During the Grievance Process

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

14.08 Subject to operational requirements,

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

Contract Negotiation Meetings

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

Preparatory Contract Negotiation Meetings

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

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

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

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

Representatives' Training Courses

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

ARTICLE 15

ILLEGAL STRIKES

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

ARTICLE 16
JOB SECURITY

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

ARTICLE 17
DISCIPLINE

17.01 When an employee is suspended from duty or terminated in accordance with paragraph 11(2)(f) of the *Financial Administration Act*, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.

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

**

17.03 At any administrative inquiry, hearing or investigation conducted by the Employer, where the actions of an employee may have had a bearing on the events or circumstances leading thereto, and the employee is required to appear at the administrative enquiry, hearing or investigation being conducted, he or she may be accompanied by an employee representative. The unavailability of the representative will not delay the inquiry, hearing or investigation more than twenty-four (24) hours from the time of notification to the employee.

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

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

17.06 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

ARTICLE 18 HEALTH AND SAFETY

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

ARTICLE 19 JOINT CONSULTATION

19.01 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.

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

19.03 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.

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

ARTICLE 20
GRIEVANCE PROCEDURE

20.01 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement and which the parties to this Agreement have endorsed, the grievance procedure will be in accordance with Section 7.0 of the NJC By-Laws.

20.02 Subject to and as provided in Section 91 of the *Public Service Staff Relations Act*, an employee who feels that he or she has been treated unjustly or considers himself or herself aggrieved by any action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 20.05 except that:

- (a) where there is another administrative procedure provided by or under any Act of Parliament to deal with the employee's specific complaint, such procedure must be followed,

and
- (b) where the grievance relates to the interpretation or application of this Agreement or an arbitral award, the employee is not entitled to present the grievance unless he or she has the approval of and is represented by the Alliance.

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

- (a) level 1 - first (1st) level of management;
- (b) levels 2 and 3 - intermediate level(s) where such level or levels are established in departments or agencies;
- (c) final level - Deputy Head or Deputy Head's authorized representative.

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

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

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

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

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

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

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

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

20.10 An employee may present a grievance to the First (1st) Level of the procedure in the manner prescribed in clause 20.05 not later than the twenty-fifth (25th) day after the date on which he or she is notified orally or in writing or on which he or she first becomes aware of the action or circumstances giving rise to the grievance.

20.11 The Employer shall normally reply to an employee's grievance, at any level in the grievance procedure, except the final level, within ten (10) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the employee, he or she may submit a grievance at the next higher level in the grievance procedure within ten (10) days after that decision or settlement has been conveyed to him or her in writing.

20.12 If the Employer does not reply within fifteen (15) days from the date that a grievance is presented at any level, except the final level, the employee may, within the next ten (10) days, submit the grievance at the next higher level of the grievance procedure.

20.13 The Employer shall normally reply to an employee's grievance at the final level of the grievance procedure within thirty (30) days after the grievance is presented at that level.

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

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

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

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

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

20.19 Where the Employer demotes or terminates an employee for cause pursuant to paragraph 11(2)(f) or (g) of the *Financial Administration Act*, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be presented at the final level only.

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

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

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

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

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

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

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

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

PART 3 - WORKING CONDITIONS

ARTICLE 21
HOURS OF WORK AND OVERTIME

Hours of Work

Day Work

21.01 When hours of work are scheduled for employees on a regular basis, they shall be scheduled so that employees:

- (a) on a weekly basis, work thirty-seven and one-half (37 1/2) hours and five (5) days per week, and obtain two (2) consecutive days of rest,
- (b) on a daily basis, work seven and one-half (7 1/2) hours per day.

Shift Work

21.02 When, because of the operational requirements of the service, hours of work are scheduled for employees on a rotating or irregular basis:

- (a) they shall be scheduled so that employees:
 - (i) on a weekly basis, work an average of thirty-seven and one-half (37 1/2) hours,
and
 - (ii) on a daily basis, work eight (8) hours per day.
- (b) every reasonable effort shall be made by the Employer:
 - (i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift,
and
 - (ii) to avoid excessive fluctuations in hours of work;
- (c) they shall, except as otherwise required by a penitentiary emergency, be scheduled so that each shift ends not later than nine (9) hours after its commencement,

- (d) they shall be scheduled so that an employee will not be regularly scheduled to work more than eight (8) consecutive calendar days. Exceptions may be scheduled at the request of an employee and with the approval of the Employer, or after consultation between the Employer and the Alliance,
- (e) they shall be averaged over a period (in weeks) no greater than the product of two (2) times the number of correctional officer positions at the same classification level at an institution,
- (f) an employee shall obtain at least two (2) consecutive days of rest at any one time.

21.03 The Employer agrees that, before a schedule of working hours is changed, the change will be discussed with the authorized representative of the Alliance if the change will affect a majority of the employees governed by the schedule.

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

General

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

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

21.06 After meaningful consultation with the appropriate Alliance local the Employer will arrange rotation of employees through towers and/or cages.

21.07 Except as may be required in a penitentiary emergency, the Employer shall:

- (a) permit a Correctional Officer to take a reasonable amount of time to eat a lunch or meal during any shift,

and

- (b) notwithstanding paragraph (a) above, a Correctional Officer may be required to eat the lunch or meal at his or her work location when the nature of the duties makes it necessary.

21.08 For the purpose of Clause 21.07, lunch or meal periods for each shift shall be sometime during the following hours:

Day Shift - 11:00 to 13:00 hours (11 a.m. to 1 p.m.)

Evening Shift - 17:00 to 19:00 hours (5 p.m. to 7 p.m.)

Night Shift - 02:30 to 05:30 hours (2:30 a.m. to 5:30 a.m.)

21.09 Where 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:

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

or

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

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

21.10 Assignment of Overtime Work

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

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

and

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

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

21.12 Overtime Compensation

Subject to Clause 21.13, an employee is entitled to time and one-half (1 1/2) compensation for each hour of overtime worked by the employee.

21.13 Subject to Clause 21.14, an employee is entitled to double (2) time for each hour of overtime worked by him or her,

- (a) on the employee's 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),

or
- (b) after eight (8) hours of overtime in a calendar day,

or
- (c) in excess of eight (8) consecutive hours of overtime in any contiguous period of overtime,
- (d) in the case of an emergency as determined by the Employer, when an employee is required to work more than twenty-four (24) consecutive hours, the employee shall be compensated at the rate of double (2) time for all hours continuously worked in excess of twenty-four (24) hours.

21.14 An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by him or her.

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21.15 Overtime Meal Allowance

- (a) An employee who works three (3) or more hours of overtime immediately before or following the scheduled hours of work shall be reimbursed expenses for one (1) meal in the amount of nine dollars (\$9.00) except where a free meal is provided.

- (b) When an employee works overtime continuously beyond the period provided in (a) above, he or she shall be reimbursed for one (1) additional meal in the amount of seven dollars (\$7.00) for each four (4) hour period of overtime worked thereafter, except where a free meal is provided.
- (c) Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to his or her place of work.
- (d) 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 22
REPORTING PAY

22.01 If an employee reports for work on the employee's scheduled shift, the employee shall be paid for the time actually worked, or a minimum of four (4) hours' pay at straight-time, whichever is the greater.

22.02 Time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

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

ARTICLE 23
COURT DUTY

23.01 An employee, who is required by subpoena or summons to attend as a witness, or a defendant, or a plaintiff in an action against an inmate or any other person, in any of the proceedings specified in Clause "30.17", sub-clause "C" of this Agreement, as a result of the employee's actions in the performance of his or her authorized duties, shall be considered on duty and shall be paid at the applicable rate of pay and shall be reimbursed for reasonable expenses incurred for transportation, meals and lodging as normally defined by the Employer.

ARTICLE 24
CALL-BACK PAY

24.01 If an employee is called back to work:

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

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

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

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

- (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' compensation in an eight (8)-hour period. Such maximum shall include any reporting pay pursuant to clause 22.04(c) of this collective agreement;

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

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

- (d) The minimum payment referred to in 24.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 35.11 of this collective agreement.

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

No Pyramiding of Payments

24.03 Payments provided under the Overtime, Reporting Pay, Designated Paid Holiday and Standby provisions of this collective agreement and clause 24.01 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

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

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

or

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

****ARTICLE 25**
SHIFT PREMIUMS

25.01 Shift Premium

An employee working on shifts, half (1/2) or more of the hours of which are regularly scheduled between 4:00 p.m. and 8:00 a.m., will receive a shift premium of one (1) dollar and twenty-five cents (\$1.25) per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

25.02 Weekend Premium

- (a) An employee working on shifts during a weekend will receive an additional premium of one dollar (\$1.00) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.
- (b) Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.

ARTICLE 26
DESIGNATED PAID HOLIDAYS

26.01 Subject to clause 26.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August,
- (l) one (1) additional day when proclaimed by an Act of Parliament as a national holiday.

26.02 An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 14, Leave With or Without Pay For Alliance Business.

26.03 When a day designated as a holiday under clause 26.01 coincides with an employee's day of rest, the holiday shall be moved to the first (1st) scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

When two (2) days designated as holidays under clause 26.01 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.

26.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 26.03:

- (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.

26.05 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 regular daily scheduled hours of work as specified in Article 21 of this collective agreement and double (2) time thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday.

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

- (a) compensation in accordance with the provisions of clause 26.05;
or
- (b) three (3) hours pay at the applicable overtime rate of pay.

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

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

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

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26.10 Subject to the operational requirements of the service the Employer shall make every reasonable effort to allocate, on an equitable basis, work in vacant posts on designated paid holidays to those employees on leave with pay who are readily available and qualified.

ARTICLE 27 TRAVELLING TIME

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

27.02 When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 27.03 and 27.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than three (3) hours.

27.03 For the purposes of clauses 27.02 and 27.04, the travelling time for which an employee shall be compensated is as follows:

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

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

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

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27.04 If an employee is required to travel as set forth in clauses 27.02 and 27.03:

- (a) On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.
- (b) On a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) his regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours,

and
 - (ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours pay at the straight-time rate of pay.
- (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours pay at the straight-time rate of pay.

27.05 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 26, Designated Paid Holidays, and Article 21, Work and Hours, Overtime of this collective agreement.

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

ARTICLE 28

LEAVE - GENERAL

28.01 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.

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

28.03 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.

28.04 An employee who, on the day that this agreement is signed, is entitled to receive furlough leave, that is to say, five (5) weeks leave with pay upon completing twenty (20) years of continuous employment, retains his or her entitlement to furlough leave subject to the conditions respecting the granting of such leave that are in force on the day that this Agreement is signed.

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

28.06 In the event of termination of employment for reasons other than incapacity, death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.

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

ARTICLE 29
VACATION LEAVE WITH PAY

Vacation Year

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

Accumulation of Vacation Leave Credits

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29.02 An employee who has earned at least ten (10) days' full pay during any calendar month of a vacation year shall earn vacation leave credits at the following rates provided the employee has not earned credits in another bargaining unit with respect to the same month:

- (a) one and one-quarter (1 1/4) days until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
- (b) one and two-thirds (1 2/3) days commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- (c) two and one-twelfth (2 1/12) days commencing with the month in which the employees nineteenth (19th) anniversary of service occurs;
- (d) effective April 1, 1999 two and one-twelfth (2 1/12) days commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- (e) two and one-half (2 1/2) days commencing with the month in which the employees thirtieth (30th) anniversary of service occurs;
- (f) effective April 1st, 1999, two and one-half (2 1/2) days commencing with the month in which the employee's twenty-nine (29th) anniversary of service occurs;

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

29.03

- (a) For the purpose of clause 29.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one year following the date of lay-off.
- (b) Notwithstanding (a) above an employee who was a member of the bargaining unit on May 18, 1989 or an employee who becomes a member of the bargaining unit between May 18, 1989 and May 31, 1990 shall retain, for the purpose of "service" and of establishing his or her vacation entitlement pursuant to this Article, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the Public Service is terminated.

Entitlement to Vacation Leave With Pay

29.04 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 (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

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

Granting of Vacation Leave With Pay

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

29.07 The Employer shall, subject to the operational requirements of the service, make reasonable effort to:

- (a) grant the employee vacation leave for at least two (2) consecutive weeks provided notice is given prior to May 31st of any vacation year;
- (b) grant the employee vacation leave on any other basis if the employee gives the Employer at least two (2) days' advance notice for each day of leave requested.

29.08 The Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in clause 29.07.

29.09 When, after December 1st of any vacation year, vacation leave has not been scheduled or taken by an employee, the Employer may schedule such leave during the remainder of the vacation year providing written notice is given to the employee seven (7) calendar days in advance.

29.10 The Employer shall give the employee as much notice as is reasonable that a request for vacation or furlough leave has not been approved. Such notice shall be in writing.

29.11 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 Employer or reinstated for use at a later date.

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29.12 The Employer agrees that, once a year before scheduling vacation leave, consultation shall take place at each institution with the local authorized representative of the Alliance, to determine the minimum number of correctional officers of each level who may be granted vacation leave at the same time based on the operational requirements of the institution.

Carry-Over Provisions

29.13 When operational requirements prevent an employee from using all the vacation leave credited to the employee, the unused portion of the employee's vacation leave shall be carried over into the following vacation year.

29.14 The Employer will make reasonable effort to comply with a request made by the employee before December 1st that he or she be permitted to carry over into the following vacation year, any period of vacation leave up to five (5) days earned by the employee in the current vacation year. Carry-over beyond one (1) year shall be by mutual consent but in any event the total accumulation shall not exceed twenty-five (25) days.

Recall from Vacation Leave With Pay

29.15

- (a) Subject to the operational requirements of the Service, the Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay.
- (b) When, during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:
 - (i) proceeding to the employee's place of duty,
 - and
 - (ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled,

after submitting such accounts as are normally required by the Employer.

- (c) The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under Clause 29.15(b) to be reimbursed for reasonable expenses incurred by the employee.

Leave When Employment Terminates

29.16 When an employee dies or otherwise ceases to be employed, the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation and furlough leave with pay to the employee's credit by the daily rate of pay to which the employee is entitled by virtue of the certificate of appointment in effect at the time of the termination of the employee's employment.

29.17 Notwithstanding clause 29.16, an employee whose employment is terminated for cause pursuant to Section 11(2)(g) of *the Financial Administration Act* by reason of abandonment of his or her position is entitled to receive the payment referred to in clause 29.16, if he or she requests it in writing within six (6) months following the date upon which his or her employment is terminated.

29.18 Notwithstanding clause 29.16, an employee who resigns to accept an appointment with an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* may choose not to be paid for unused vacation and furlough leave credits, provided that the appointing organization will accept such credits.

Advance Payments

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

29.20 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 overpayments in respect of such pay advances shall be an immediate first (1st) charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

ARTICLE 30
OTHER LEAVE WITH OR WITHOUT PAY

Marriage Leave With Pay

30.01

- (a) After the completion of one (1) year's continuous employment in the Public Service, and providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted five (5) days' marriage leave with pay for the purpose of getting married.
- (b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

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Bereavement Leave With Pay

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

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (4) consecutive calendar days which must include the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (b) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

- (c) If, during a period of sick leave or vacation leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 30.02(a) and (b), 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.
- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clauses 30.02(a) and (b).

**

30.03 Maternity Leave without Pay

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
 - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
 - or
 - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.

- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 31, Sick Leave With Pay. For purposes of this subparagraph, the terms “illness” or “injury” used in Article 31, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

**

30.04 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
 - (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - (ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and

- (iii) has signed an agreement with the Employer stating that:
- (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) within eighteen (18) months following her return to work, as described in section (A), should she claim the full seventeen (17) weeks of maternity allowance, she will work a number of hours paid at the straight time calculated by multiplying the number of hours in the work week on which her maternity leave allowance was calculated by twenty-six (26);
 - (C) within eighteen (18) months following her return to work, as described in section (A), should she claim only a portion of the seventeen (17) weeks of maternity allowance, she will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week on which her maternity allowance was calculated by a number determined as follows:

$$\frac{(26 \text{ weeks}) \times (\text{number of weeks during which she received the maternity allowance})}{(17 \text{ weeks})}$$
 - (D) should she fail to return to work in accordance with section (A), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sections (B) and (C), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for the full amount of the maternity allowance she has received;

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

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

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

- (b) For the purpose of section (a)(iii)(B), (C) and (E), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but will extend the eighteen (18) month period referred to in sections (a)(iii)(B) and (C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and

- (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 30.04(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.

- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

**

30.05 Special Maternity Allowance for Totally-Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 30.04(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance pregnancy benefits,
 - and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 30.04(a), other than those specified in sections (A) and (B) of subparagraph 30.04(a)(iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause 30.04 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

**

30.06 Transitional Provisions

- (a) If, on the date this Agreement comes into force, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.
- (b) If, on the date of signature of this Agreement, an employee is absent on maternity leave without pay and more than seventeen (17) weeks have elapsed since the termination date of her pregnancy, she may request parental leave as of the date of signing and her return to work date will be extended subject to the provisions of the Parental Leave Without Pay Article. Time already spent on maternity leave after seventeen (17) weeks following the termination of pregnancy shall be deducted from the period of parental leave specified in paragraph 30.06(a) unless it is for reasons related to the hospitalization of the newborn child, as specified in paragraphs 30.03(b) and (c).

**

30.07 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to twenty-six (26) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.

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

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than fifty-two (52) weeks after the day on which the child comes into the employee's care.
- (d) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the new-born child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (e) The Employer may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.

- (f) Parental leave without pay taken by a couple employed in the Public Service shall not exceed a total of twenty-six (26) weeks for both individuals combined. For the purpose of this paragraph, Public Service means any portion of the Public Service of Canada specified in Part I of Schedule I of the *Public Service Staff Relations Act*.
- (g) Leave granted under this clause shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

**

30.08 Parental Allowance

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and

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

- (B) within ten (10) months of his or her return to work, as described in section (A), should the employee claim the full twelve (12) weeks of parental allowance, the employee will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by fifteen (15);
- (C) within ten (10) months of his or her return to work, as described in section (A), should the employee claim only a portion of the full twelve (12) weeks of parental allowance, the employee will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by a number determined as follows:
- $$\frac{(15 \text{ weeks}) \times (\text{number of weeks during which he/she received the parental allowance})}{(12 \text{ weeks})}$$
- (D) should he or she fail to return to work in accordance with section (A), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sections (B) and (C), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for the full amount of the parental allowance he or she has received;
- (E) should he or she return to work but fail to work the total number of hours as specified in sections (B) or (C), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sections (B) and (C), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

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

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

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

- (iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *Employment Insurance Act*, the parental allowance payable under the SUB Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the *EI Act*.
- (d) At the employee's request, the payment referred to in subparagraph 30.08(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.

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

**

30.09 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 30.08(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance parental benefits,
 - and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 30.08(a), other than those specified in sections (A) and (B) of subparagraph 30.08(a)(iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause 30.08 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the *Employment Insurance Act*, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

**

30.10 Transitional Provisions

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

**

Leave without Pay for the Care and Nurturing of Pre-School Age Children

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

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

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

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

Leave Without Pay for Personal Needs

30.14 Leave without pay will be granted for personal needs in the following manner:

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- (c) an employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during the employee's total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity, or parental leave without the consent of the Employer;
- (d) leave without pay granted under (a) of this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes;
- (e) leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

**

Leave with Pay for Family-Related Responsibilities

30.15

- (a) For the purpose of this Article, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The total leave with pay which may be granted under this clause shall not exceed five (5) days in a fiscal year.

- (c) Subject to clause 30.15(b), the Employer shall grant leave with pay under the following circumstances:
- (i) up to one-half (1/2) day to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
 - (ii) 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;
 - (iii) to provide for the immediate and temporary care of an elderly member of the employee's family;
 - (iv) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child, which may be divided into two (2) periods and granted on separate days.

Leave Without Pay for Relocation of Spouse

30.16

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

Court Leave

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

- (a) to be available for jury selection;

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

or

 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Injury-on-duty Leave

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

- (a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,
- or
- (b) an industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Receiver General for 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.

Personnel Selection Leave

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

Leave With or Without Pay for Other Reasons

30.20 At its discretion, the Employer may grant:

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

**

Leave Without Pay for the Long-term Care of a Parent

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

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

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;

- (b) leave granted under this Article shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (d) leave granted for periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

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

ARTICLE 31

SICK LEAVE WITH PAY

Credits

31.01

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

**

- (b) A shift worker shall earn additional sick leave credits at the rate of one-sixth (1/6) of a day for each calendar month during which he or she works shifts and he or she receives pay for at least ten (10) days. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used fifteen (15) sick leave credits during the current fiscal year.

Granting of Sick Leave

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

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

and

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

**

31.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 31.02(a), if the period of leave with pay requested does not exceed five (5) days and the total number of days of sick leave with pay granted in a fiscal year does not exceed ten (10) days. The Employer may extend the above time limits based on individual circumstances.

31.04 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 31.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to twenty-five (25) days, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

31.05 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.

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

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

31.08 The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity pursuant to Section 11(2)(g) of the *Financial Administration Act* at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits, except where the incapacity is the result of an injury or illness for which Injury on Duty Leave has been granted pursuant to clause 30.17

ARTICLE 32
EDUCATION LEAVE WITHOUT PAY
AND CAREER DEVELOPMENT LEAVE

Education Leave Without Pay

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

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

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

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

If the employee:

- (a) fails to complete the course;
- (b) does not resume employment with the Employer on completion of the course;

or

- (c) ceases to be employed, except by reason of death or lay-off, before termination of the period he or she has undertaken to serve after completion of the course;

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

Career Development Leave With Pay

32.05

- (a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
 - (i) a course given by the Employer;
 - (ii) a course offered by a recognized academic institution;
 - (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.
- (b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 32.05(a) above. The employee shall receive no compensation under Article 21, Overtime, and Article 27, Travelling Time, of this collective agreement during time spent on career development leave provided for in this clause.
- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

Examination Leave With Pay

32.06 At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave will only be granted where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his or her qualifications.

ARTICLE 33 SEVERANCE PAY

33.01 Under the following circumstances and subject to clause 33.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

**

(a) Lay-off

- (i) On the first (1st) lay-off two (2) weeks' pay for the first (1st) complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- (ii) On second or subsequent lay-off one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (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 33.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a

maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) Rejection on Probation

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

(d) Retirement

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

or

(ii) a part-time employee, who regularly works more than thirteen and one-half (13 1/2) but less than thirty (30) hours a week, and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*,

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

(e) Death

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by

three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

**

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

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

33.02 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 33.01 be pyramided.

33.03 Appointment to a separate employer organization

Notwithstanding paragraph 33.01(b), an employee who resigns to accept an appointment with an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* may choose not to be paid severance pay provided that the appointing organization will accept the employee's Part I service for its severance pay entitlement.

ARTICLE 34

VARIABLE HOURS OF WORK

The Employer and the Public Service Alliance of Canada agree that the following conditions shall apply to employees for whom variable hours of work schedules are approved pursuant to the relevant provisions of this collective agreement. The agreement is modified by these provisions to the extent specified herein.

It is agreed that the implementation of any such variation in hours shall not result in any additional expenditure or cost by reason only of such variation.

1. General Terms

The scheduled hours of work of any day as set forth in a work schedule, may exceed or be less than the regular workday hours specified by this agreement; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.

For shift workers, such schedules shall provide that an employee's normal work week shall average the weekly hours per week specified in this agreement over the life of the schedule. The maximum life of a schedule shall be six (6) months.

For day workers, such schedules shall provide that an employee's normal work week shall average the weekly hours per week specified in this agreement over the life of the schedule. The maximum life of a schedule shall be twenty-eight (28) days.

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

2. Conversion of Days to Hours

The provisions of this agreement which specify days shall be converted to hours. Where the agreement refers to a "day", it shall be converted to hours in accordance with Article 21 of this agreement.

Notwithstanding the above, in clause 30.02, Bereavement Leave with Pay, a "day" will have the same meaning as the provisions of the collective agreement.

For a work week of thirty-seven and one-half (37 1/2) hours, a day shall be converted to seven and one-half (7 1/2) hours;

3. Implementation/Termination

Effective the date on which this article applies to an employee, the accrued leave credits shall be converted from days to hours.

A change to the normal weekly hours of work for an employee will require that the accrued hourly credits be reverted to days and recalculated at the changed conversion rate.

Effective the date on which this article ceases to apply to an employee, the accrued vacation and sick leave credits shall be converted from hours to days.

4. Leave - General

When leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the employee would normally have been scheduled to work on that day.

All leave provisions which specify days in this collective agreement shall be converted to hours as follows:

	HOURS 7 1/2
- five-twelfths (5/12) day	3.125
- one-half (1/2) day	3.750
- five-sixths (5/6) days	6.250
- one (1) day	7.500
- one and one-quarter (1 1/4) days	9.375
- one and two-thirds (1 2/3) days	12.500
- two and one-twelfth (2 1/12) days	15.625
- two and one-half (2 1/2) days	18.750

5. Specific Application

For greater certainty, the following provisions shall be administered as provided herein:

Interpretation and Definitions

“Daily rate of pay” - shall not apply.

**

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).

Travel

Overtime compensation referred to in clause 27.04 of this agreement shall only be applicable on a normal day for hours in excess of the employee's daily scheduled hours of work.

Designated Paid Holidays

- (a) A designated paid holiday shall account for the normal daily hours specified by this agreement.
- (b) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the normal daily hours of pay specified by this agreement, time and one-half (1 1/2) up to his or her regular scheduled hours worked and double (2) time for all hours worked in excess of his or her regular scheduled hours.

Vacation Leave

Employees shall earn vacation at the rates prescribed for their years of service as set forth in Article 29 of this agreement. Leave will be granted on an hourly basis and the hours debited for each day of vacation leave shall be the same as the employee would normally have been scheduled to work on that day.

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

Sick Leave

Employees shall earn sick leave credits at the rate prescribed in Article 31 of this collective agreement. Leave will be granted on an hourly basis and the hours debited for each day of sick leave shall be the same as the employee would normally have been scheduled to work on that day.

Shift Premium

Shift work employees on variable hour shift schedules will receive a shift premium in accordance with clause 25.01.

Acting Pay

The qualifying period for acting pay as specified in clause 48.07 shall be converted to hours.

Exchange of Shifts

On exchange of shifts between employees, if provided in this collective agreement, the Employer shall pay as if no exchange had occurred.

Minimum Number of Hours Between Shifts

The provision in this collective agreement relating to the minimum period between the termination and commencement of the employee's next shift shall not apply to an employee subject to variable hours of work.

ARTICLE 35

PART-TIME EMPLOYEES

Definition

35.01 Part-time employee means a person whose normal hours of work are less than those established in Article 21 of this agreement.

General

35.02 Part-time employees shall be entitled to the benefits provided under this collective agreement in the same proportion as their normal weekly hours of work compare with the normal weekly hours of work, unless otherwise specified in this agreement.

35.03 Part-time employees shall be paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified by this collective agreement for a full-time employee.

35.04 The days of rest provisions of this agreement apply only in a week when a part-time employee has worked five (5) days and the weekly hours specified by this collective agreement.

35.05 Leave will only be provided:

- (a) during those periods in which employees are scheduled to perform their duties;

or

- (b) where it may displace other leave as prescribed by this collective agreement.

Designated Holidays

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

35.07 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 26.01 of this agreement, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by this agreement and double (2) timethereafter.

35.08 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 26.01 of this agreement, shall be paid for the time actually worked in accordance with clause 35.07, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

Overtime

35.09 Overtime means authorized work performed in excess of the normal daily or weekly hours of work, specified by this collective agreement, of a full-time employee, but does not include time worked on a holiday.

35.10 Subject to 35.09 a part-time employee who is required to work overtime shall be paid overtime as specified by the this collective agreement.

Call-Back

35.11 When a part-time employee meets the requirements to receive call-back pay in accordance with 24.01 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

Reporting Pay

35.12 Subject to clause 35.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with clause 22.01 of this agreement, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

Bereavement Leave

35.13 Notwithstanding clause 35.02, there shall be no prorating of a “day” in clause 30.02 - Bereavement Leave With Pay.

Vacation Leave

35.14 A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee’s normal work week, at the rate for years of service established in clause 29.02 of this agreement, prorated and calculated as follows:

- (a) when the entitlement is five-sixths ($5/6$) of a day a month, one-sixth ($1/6$) of the hours in the employee’s work week per month;
- (b) when the entitlement is one and one-quarter ($1\ 1/4$) days a month, one-quarter ($1/4$) of the hours in the employee’s work week per month;
- (c) when the entitlement is one and two-thirds ($1\ 2/3$) days a month, one-third ($1/3$) of the hours in the employee’s work week per month;
- (d) when the entitlement is two and one-twelfth ($2\ 1/12$) days a month, five-twelfths ($5/12$) of the hours in the employee’s work week per month;
- (e) when the entitlement is two and a half ($2\ 1/2$) days a month, one-half ($1/2$) of the hours in the employee’s work week per month;
- (f) however, a part-time employee who has received or is entitled to receive furlough leave shall have his or her vacation leave credits earned reduced by one-twelfth ($1/12$) of the hours in the part-time work week, beginning in the month in which the twentieth (20^{th}) anniversary of service occurs until the beginning of the month in which his or her twenty-fifth (25^{th}) anniversary of service occurs.

Sick Leave

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

Vacation and Sick Leave Administration**35.16**

- (a) For the purposes of administration of clauses 35.14 and 35.15, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

Severance Pay

35.17 Notwithstanding the provisions of Article 33, Severance Pay, of this agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full- and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

PART 4 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

ARTICLE 36
TECHNOLOGICAL CHANGE

**

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

36.02 In this Article “Technological Change” means:

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

and

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

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

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

36.05 The written notice provided for in clause 36.04 will provide the following information:

- (a) the nature and degree of the technological change;
- (b) the date or dates on which the Employer proposes to effect the technological change;
- (c) the location or locations involved;

- (d) the approximate number and type of employees likely to be affected by the technological change;
- (e) the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.

36.06 As soon as reasonably practicable after notice is given under clause 36.04, the Employer shall consult meaningfully with the Alliance concerning the rationale for the change and the topics referred to in paragraph 36.05 on each group of employees, including training.

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

****ARTICLE 37**

NO DISCRIMINATION

37.01 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.

37.02

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

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

****ARTICLE 38**
SEXUAL HARASSMENT

38.01 The Alliance and the Employer recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the work place.

38.02

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

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

ARTICLE 39
STATEMENT OF DUTIES

39.01 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 40
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

40.01

- (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication

only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.

- (b) The Employer's representative(s) who assess(es) an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.

40.02

- (a) Prior to an employee performance review, the employee shall be given:
 - (i) the evaluation form which will be used for the review;
 - (ii) any written document which provides instructions to the person conducting the review;
- (b) if during the employee performance review, either the form or instructions are changed they shall be given to the employee.

40.03 Upon written request of an employee, the personnel file of that employee shall be made available once per year for his or her examination in the presence of an authorized representative of the Employer.

ARTICLE 41

NATIONAL JOINT COUNCIL AGREEMENTS

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

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

41.03

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

Bilingualism Bonus Directive;

Commuting Assistance Directive;

Foreign Service Directives;

Health / Safety

Boiler and Pressure Vessels Directive

Committees and Representatives Directive

Dangerous Substances Directive

Electrical Directive

Elevated Work Structures Directive

Elevating Devices Directive

First-Aid Allowance Directive

First-Aid Safety and Health Directive

Hazardous Confined Spaces Directive

Material Handling Directive

Motor Vehicle Operations Directive

Noise Control and Hearing Conservation Directive

Personal Protective Equipment and Clothing Directive

Pesticides Directive

Refusal to Work Directive

Sanitation Directive

Tools and Machinery Directive

Use and Occupancy of Buildings Directive

Isolated Posts Directive

Living Accommodation Charges Directive

Relocation Directive

Travel Directive

Uniforms Directive.

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

41.04 Grievances in regard to the above directives shall be filed in accordance with clause 20.01 of the Article on grievance procedure in this Agreement.

ARTICLE 42

DENTAL CARE PLAN

The Dental Care plan as contained in the Master Agreement between the Treasury Board and the Public Service Alliance of Canada, with an expiry date of June 30, 1988, and as amended by the terms and conditions of the Dental Care Plan agreement between the Public Service Alliance of Canada and the Treasury Board, signed on March 10, 1988, and as amended by the Dental Care Plan agreement between the Treasury Board and the Public Service Alliance of Canada signed on December 12, 1991, November 26, 1993, April 2, 1996, January 15, 1997 and March 11, 1998 shall be deemed to form part of this collective agreement.

****ARTICLE 43**

RELIGIOUS OBSERVANCE

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

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

43.03 Notwithstanding clause 43.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

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

ARTICLE 44

ALLOWANCES

Dog Handlers' Allowance

44.01

- (a) When an employee is required to and handles a dog trained to control inmates during a shift, the employee shall be paid three dollars (\$3.00) for each period in which the employee handles the dog for a minimum of one (1) hour within the first four (4) hours immediately after the commencement of the shift. The same amount shall be paid under the same conditions for any succeeding period of four (4) hours.

- (b) Provided an employee gives the Employer at least two (2) weeks' advance notice before the commencement of the next work schedule of the employee's intention not to work with the dog, an employee shall not be required to handle a dog except as may be required in a penitentiary emergency.

Responsibility Allowance

44.02

- (a) Where, in a minimum security institution, the Director or other senior institutional personnel are not on duty on the evening shift and night shift from Monday to Friday and all shifts on weekends and statutory holidays, a Correctional Officer, at the CX-2 level, may be designated by management as the senior officer of the shift. The Senior officer of the shift shall be compensated for assuming these additional duties and responsibilities by an allowance of three dollars (\$3.00) for each period of four (4) hours worked per shift.

Note: When an employee, who is in receipt of a special duty allowance or an extra duty allowance, is granted leave with pay, that employee is entitled during that 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 45**

SHIFT PRINCIPLE

45.01

- (a) When a full-time indeterminate employee is required to attend one of the following proceedings outside a period which extends before or beyond three (3) hours his or her scheduled hours of work on a day during which he or she would be eligible for a Shift Premium, the employee may request that his or her hours of work on that day be scheduled between 7 a.m. and 6 p.m.; such request will be granted provided there is no increase in cost to the Employer. In no case will the employee be expected to report for work or lose regular pay without receiving at least twelve (12) hours of rest between the time his or her

attendance was no longer required at the proceeding and the beginning of his or her next scheduled work period.

- (i) Public Service Staff Relations Board Proceedings
Clauses 14.01, 14.02, 14.04, 14.05 and 14.06.
 - (ii) Contract Negotiation and Preparatory Contract Negotiation Meetings
Clauses 14.09 and 14.10.
 - (iii) Personnel Selection Process
Clause 30.19
 - (iv) To write Provincial Certification Examinations which are a requirement for the continuation of the performance of the duties of the employee's position.
 - (v) Training Courses which the employee is required to attend by the Employer.
- (b) Notwithstanding paragraph (a), proceedings described in subparagraph (v) are not subject to the condition that there be no increase in cost to the Employer.

****ARTICLE 46**

MATERNITY-RELATED REASSIGNMENT OR LEAVE

46.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child.

46.02 An employee's request under clause 46.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.

46.03 An employee who has made a request under clause 46.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

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

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

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

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

****ARTICLE 47**

MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

47.01 Up to half (1/2) a day of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

47.02 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.

PART 5 - PAY AND DURATION

ARTICLE 48
PAY ADMINISTRATION

48.01 Except as provided in this article, the terms and conditions governing the application of pay to employees are not affected by this agreement.

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

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

or

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

48.03

(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 collective agreement, the following shall apply:

(i) “retroactive period” for the purpose of clauses (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day that this collective agreement is signed or when an arbitral award is rendered therefor;

(ii) a retroactive upward revision in rates of pay shall apply to employees, former employees, or, in the case of death, the estates of former employees who were employees in the bargaining units identified in Article 7 of this collective agreement during the retroactive period;

- (iii) rates of pay shall be paid in an amount equal to what would have been paid had this collective agreement been signed or an arbitral award rendered therefor on the effective date of the revision in rates of pay;
- (iv) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with clause (b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;
- (v) no payment nor notification shall be made pursuant to clause 46.03(b) for one (1) dollar or less.

48.04 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.

48.05 This article is subject to the Memorandum of Understanding signed by the Employer and the Public Service Alliance of Canada dated February 9, 1982 in respect of red-circled employees.

48.06 If, during the term of this collective agreement, a new classification standard for a group is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Alliance the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

48.07 When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least one (1) working day, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts,

48.08 When the regular pay day for an employee falls on his or her day of rest, every effort shall be made to issue his or her cheque on his or her last working day, provided it is available at his or her regular place of work.

ARTICLE 49
AGREEMENT RE-OPENER CLAUSE

49.01 This Agreement may be amended by mutual consent.

ARTICLE 50
DURATION

**

50.01 This collective agreement shall expire on May 31, 2000.

50.02 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on March 30, 1999.

****APPENDIX "A"**

**CX - CORRECTIONAL SERVICES
(SUPERVISORY AND NON-SUPERVISORY) GROUP
ANNUAL RATES OF PAY
(in dollars)**

X) Restructure effective June 1, 1997
A) Effective June 1, 1997
B) Effective June 1, 1998
C) Effective June 1, 1999

CX-1

From:	\$	29321	30743	32235	33798	35438	37157
To:	X	29321	30743	32235	33798	35438	37157
	A	30054	31512	33041	34643	36324	38086
	B	30655	32142	33702	35336	37050	38848
	C	31268	32785	34376	36043	37791	39625

From:	\$	38960	
To:	X	38960	40763
	A	39934	41782
	B	40733	42618
	C	41548	43470

CX-2

From:	\$	34825	36218	37666	39173	40740	42369	
To:	X	34825	36218	37666	39173	40740	42369	43998
	A	35696	37123	38608	40152	41759	43428	45098
	B	36410	37865	39380	40955	42594	44297	46000
	C	37138	38622	40168	41774	43446	45183	46920

CX-3

From:	\$	37870	39385	40961	42600	44303	46076	
To:	X	37870	39385	40961	42600	44303	46076	47849
	A	38817	40370	41985	43665	45411	47228	49045
	B	39593	41177	42825	44538	46319	48173	50026
	C	40385	42001	43682	45429	47245	49136	51027

CX-4

From:	\$	41186	42833	44545	46327	48180	50107	
To:	X	41186	42833	44545	46327	48180	50107	52034
	A	42216	43904	45659	47485	49385	51360	53335
	B	43060	44782	46572	48435	50373	52387	54402
	C	43921	45678	47503	49404	51380	53435	55490

PAY NOTES

I Pay Increment

1. The pay increment period for a full-time employee is twelve (12) months.
2. For the purpose of administering Pay Increment Note 1, the pay increment date for an employee, appointed on or after March 20, 1980, to a position in the bargaining unit upon promotion, demotion or from outside the Public Service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to March 20, 1980, shall be the date on which the employee received his or her last pay increment.

PAY ADJUSTMENT ADMINISTRATION

II Pay Restructure

Employees who have been at the maximum rate of pay for their level for more than twelve (12) months on June 1, 1997, will move to the new maximum rate of pay effective June 1, 1997.

****APPENDIX "A-1"**

**CX - CORRECTIONAL SERVICES
(SUPERVISORY AND NON-SUPERVISORY) GROUP
WEEKLY, DAILY AND HOURLY RATES OF PAY
(in dollars)**

Effective June 1, 1997

CX-1

Weekly:	576.01	603.96	633.26	663.96	696.18	729.95
Daily:	115.20	120.79	126.65	132.79	139.24	145.99
Hourly:	15.36	16.11	16.89	17.71	18.56	19.47

Weekly:	765.37	800.79
Daily:	153.07	160.16
Hourly:	20.41	21.35

CX-2

Weekly:	684.15	711.50	739.96	769.55	800.35	832.34	864.34
Daily:	136.83	142.30	147.99	153.91	160.07	166.47	172.87
Hourly:	18.24	18.97	19.73	20.52	21.34	22.20	23.05

CX-3

Weekly:	743.96	773.73	804.68	836.88	870.34	905.17	939.99
Daily:	148.79	154.75	160.94	167.38	174.07	181.03	188.00
Hourly:	19.84	20.63	21.46	22.32	23.21	24.14	25.07

CX-4

Weekly:	809.11	841.46	875.10	910.09	946.51	984.36	1022.21
Daily:	161.82	168.29	175.02	182.02	189.30	196.87	204.44
Hourly:	21.58	22.44	23.34	24.27	25.24	26.25	27.26

NOTE

These rates of pay have been determined from the annual rates shown in Appendix "A", and have been rounded to the nearest cent.

****APPENDIX "A-1"**

**CX - CORRECTIONAL SERVICES
(SUPERVISORY AND NON-SUPERVISORY) GROUP
WEEKLY, DAILY AND HOURLY RATES OF PAY
(in dollars)**

Effective June 1, 1998

CX-1

Weekly:	587.53	616.03	645.93	677.25	710.10	744.56
Daily:	117.51	123.21	129.19	135.45	142.02	148.91
Hourly:	15.67	16.43	17.22	18.06	18.94	19.85

Weekly:	780.68	816.81
Daily:	156.14	163.36
Hourly:	20.82	21.78

CX-2

Weekly:	697.83	725.72	754.75	784.94	816.35	848.99	881.63
Daily:	139.57	145.14	150.95	156.99	163.27	169.80	176.33
Hourly:	18.61	19.35	20.13	20.93	21.77	22.64	23.51

CX-3

Weekly:	758.84	789.19	820.78	853.61	887.75	923.28	958.79
Daily:	151.77	157.84	164.16	170.72	177.55	184.66	191.76
Hourly:	20.24	21.05	21.89	22.76	23.67	24.62	25.57

CX-4

Weekly:	825.28	858.29	892.59	928.30	965.44	1004.04	1042.66
Daily:	165.06	171.66	178.52	185.66	193.09	200.81	208.53
Hourly:	22.01	22.89	23.80	24.75	25.75	26.77	27.80

NOTE

These rates of pay have been determined from the annual rates shown in Appendix "A", and have been rounded to the nearest cent.

****APPENDIX "A-1"**

**CX - CORRECTIONAL SERVICES
(SUPERVISORY AND NON-SUPERVISORY) GROUP
WEEKLY, DAILY AND HOURLY RATES OF PAY
(in dollars)**

Effective June 1, 1999

CX-1

Weekly:	599.28	628.35	658.85	690.80	724.30	759.45
Daily:	119.86	125.67	131.77	138.16	144.86	151.89
Hourly:	15.98	16.76	17.57	18.42	19.31	20.25

Weekly:	796.30	833.14
Daily:	159.26	166.63
Hourly:	21.23	22.22

CX-2

Weekly:	711.78	740.23	769.86	800.64	832.68	865.97	899.26
Daily:	142.36	148.05	153.97	160.13	166.54	173.19	179.85
Hourly:	18.98	19.74	20.53	21.35	22.20	23.09	23.98

CX-3

Weekly:	774.01	804.99	837.20	870.69	905.49	941.74	977.98
Daily:	154.80	161.00	167.44	174.14	181.10	188.35	195.60
Hourly:	20.64	21.47	22.33	23.22	24.15	25.11	26.08

CX-4

Weekly:	841.79	875.46	910.44	946.87	984.74	1024.13	1063.52
Daily:	168.36	175.09	182.09	189.37	196.95	204.83	212.70
Hourly:	22.45	23.35	24.28	25.25	26.26	27.31	28.36

NOTE

These rates of pay have been determined from the annual rates shown in Appendix "A", and have been rounded to the nearest cent.

****APPENDIX "A-2"**

**CX - CORRECTIONAL SERVICES
(SUPERVISORY AND NON-SUPERVISORY) GROUP
ANNUAL RATES OF PAY
FOR SALARY PROTECTED EMPLOYEES**

(in dollars)

- A) Effective June 1, 1997**
- B) Effective June 1, 1998**
- C) Effective June 1, 1999**

The following rates of pay and pay notes shall have application to employees who on June 1, 1991 became subject to the Memorandum of Understanding entered into between the Employer and the Public Service Alliance of Canada on February 9, 1982 in respect of salary protected employees.

Subgroup: Custodial**CX-COF-3**

From:	\$	33198	34571	35942	37315	38686	40056
To:	A	34028	35435	36841	38248	39653	41057
	B	34709	36144	37578	39013	40446	41878
	C	35403	36867	38330	39793	41255	42716

CX-COF-5

From:	\$	37315	38686	40055	41426	42798	44171
To:	A	38248	39653	41056	42462	43868	45275
	B	39013	40446	41877	43311	44745	46181
	C	39793	41255	42715	44177	45640	47105

PAY NOTES

I Pay Increment

1. The pay increment period for a full-time employee is twelve (12) months.
2. For the purpose of administering Pay Increment Note 1, the pay increment date for an employee, appointed on or after March 20, 1980, to a position in the bargaining unit upon promotion, demotion or from outside the Public Service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to March 20, 1980, shall be the date on which the employee received his or her last pay increment.

****APPENDIX "A-3"**

**CX - CORRECTIONAL SERVICES
(SUPERVISORY AND NON-SUPERVISORY) GROUP
WEEKLY, DAILY AND HOURLY RATES OF PAY
FOR SALARY PROTECTED EMPLOYEES**

(in dollars)

Effective June 1, 1997

The following rates of pay and pay notes shall have application to employees who on June 1, 1991 became subject to the Memorandum of Understanding entered into between the Employer and the Public Service Alliance of Canada on February 9, 1982 in respect of salary protected employees.

Subgroup: Custodial**CX-COF-3**

Weekly:	652.18	679.14	706.09	733.06	759.99	786.89
Daily:	130.44	135.83	141.22	146.61	152.00	157.38
Hourly:	17.39	18.11	18.83	19.55	20.27	20.98

CX-COF-5

Weekly:	733.06	759.99	786.88	813.82	840.77	867.74
Daily:	146.61	152.00	157.38	162.76	168.15	173.55
Hourly:	19.55	20.27	20.98	21.70	22.42	23.14

NOTE

These rates of pay have been determined from the annual rates shown in Appendix "A-2", and have been rounded to the nearest cent.

****APPENDIX "A-3"**

**CX - CORRECTIONAL SERVICES
(SUPERVISORY AND NON-SUPERVISORY) GROUP
WEEKLY, DAILY AND HOURLY RATES OF PAY
FOR SALARY PROTECTED EMPLOYEES**

(in dollars)

Effective June 1, 1998

The following rates of pay and pay notes shall have application to employees who on June 1, 1991 became subject to the Memorandum of Understanding entered into between the Employer and the Public Service Alliance of Canada on February 9, 1982 in respect of salary protected employees.

Subgroup: Custodial**CX-COF-3**

Weekly:	665.23	692.73	720.22	747.72	775.18	802.63
Daily:	133.05	138.55	144.04	149.54	155.04	160.53
Hourly:	17.74	18.47	19.21	19.94	20.67	21.40

CX-COF-5

Weekly:	747.72	775.18	802.61	830.09	857.58	885.10
Daily:	149.54	155.04	160.52	166.02	171.52	177.02
Hourly:	19.94	20.67	21.40	22.14	22.87	23.60

NOTE

These rates of pay have been determined from the annual rates shown in Appendix "A-2", and have been rounded to the nearest cent.

****APPENDIX "A-3"**

**CX - CORRECTIONAL SERVICES
(SUPERVISORY AND NON-SUPERVISORY) GROUP
WEEKLY, DAILY AND HOURLY RATES OF PAY
FOR SALARY PROTECTED EMPLOYEES**

(in dollars)

Effective June 1, 1999

The following rates of pay and pay notes shall have application to employees who on June 1, 1991 became subject to the Memorandum of Understanding entered into between the Employer and the Public Service Alliance of Canada on February 9, 1982 in respect of salary protected employees.

Subgroup: Custodial**CX-COF-3**

Weekly:	678.53	706.59	734.63	762.67	790.69	818.69
Daily:	135.71	141.32	146.93	152.53	158.14	163.74
Hourly:	18.09	18.84	19.59	20.34	21.09	21.83

CX-COF-5

Weekly:	762.67	790.69	818.67	846.69	874.73	902.81
Daily:	152.53	158.14	163.73	169.34	174.95	180.56
Hourly:	20.34	21.09	21.83	22.58	23.33	24.07

NOTE

These rates of pay have been determined from the annual rates shown in Appendix "A-2", and have been rounded to the nearest cent.

****APPENDIX “B”****WORK FORCE ADJUSTMENT****Table of Contents**

General	101
Application.....	101
Collective agreement.....	101
Objectives.....	101
Definitions.....	101
Authorities	105
Monitoring.....	105
References	105
Enquiries	106
Part I Roles and responsibilities	106
1.1 Departments.....	106
1.2 The Treasury Board Secretariat	112
1.3 The Public Service Commission.....	113
1.4 Employees.....	114
Part II Official notification	115
2.1 Department.....	115
2.2 Treasury Board Secretariat	115
Part III Relocation of a work unit	115
3.1 General.....	115
Part IV Retraining.....	116
4.1 General.....	116
4.2 Surplus employees.....	117
4.3 Laid-off persons.....	118
Part V Salary protection	118
5.1 Lower-level position.....	118

Part VI Options for employees	119
6.1 General.....	119
6.2 Alternation	119
6.3 Options	120
6.4 Retention payment	123
Part VII Special provisions regarding alternative delivery initiatives.....	125
Preamble	125
7.1 Definitions.....	125
7.2 General.....	126
7.3 Responsibilities	129
7.4 Notice of alternative delivery initiatives.....	129
7.5 Job offers from new employers	130
7.6 Application of other provisions of the appendix	130
7.7 Lump-sum payments and salary top-up allowances.....	130
7.8 Reimbursement	132
7.9 Vacation leave credits and severance pay	132
Annex A - Statement of pension principles	134
Annex B	135

General

Application

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

Collective agreement

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

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

Objectives

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

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

Definitions

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

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

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

Alternative delivery initiative (*diversification des modes de prestation des services*) - is the transfer of any work, undertaking or business of the public service to any body or corporation that is a separate Employer or that is outside the public service.

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

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

Education Allowance (*indemnité d'études*) - is one of the options provided to an indeterminate employee affected by normal work force adjustment for whom the deputy head cannot guarantee a reasonable job offer. The Education Allowance is a cash payment, equivalent to the Transitional Support Measure (see Annex B), plus a reimbursement of tuition from a recognised learning institution, book and mandatory equipment costs, up to a maximum of seven thousand dollars (\$7,000.00).

Guarantee of a reasonable job offer (*garantie d'une offre d'emploi raisonnable*) - is a guarantee of an offer of indeterminate employment within the public service provided by the deputy head to an indeterminate employee who is affected by work force adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability in the public service. Surplus employees in receipt of this guarantee will not have access to the Options available in Part VI of this appendix.

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

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

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

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

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

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

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

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

Reasonable job offer (*offre d’emploi raisonnable*) - is an offer of indeterminate employment within the public service, normally at an equivalent level but could include lower levels. Surplus employees must be both trainable and mobile. Where practicable, a reasonable job offer shall be within the employee’s headquarters as defined in the Travel Directive. In Alternative Delivery situations, a reasonable offer is one that meets the criteria set out in Type 1 and Type 2 of Part VII of this appendix.

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

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

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

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

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

Surplus priority (*priorité d'employé-e excédentaire*) - is an entitlement for a priority in appointment accorded by the PSC, pursuant to the *Public Service Employment Regulations*, to surplus employees to permit them to be appointed to other positions in the public service without competition or right of appeal.

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

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

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

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

Authorities

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

Monitoring

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

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

References

The primary references for the subject of Work Force Adjustment are as follows:

Canada Labour Code, Part I.

Financial Administration Act, section 11.

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

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

Public Service Employment Act, section 29.

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

Public Service Staff Relations Act, sections 48.1 and 49.

Public Service Superannuation Act, section 40.1.

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

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

Enquiries

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

Responsible officers in departmental headquarters may, in turn, direct questions regarding the application of this appendix to the Human Resources Management Group, Human Resources Branch, Treasury Board Secretariat.

Enquiries by employees pertaining to entitlements to a priority in appointment or to their status in relation to the priority appointment process should be directed to their departmental human resource advisors or to the regional and district offices of the PSC responsible for their case. Responsible officers in departmental headquarters seeking interpretations and guidance may contact the Employment Equity and Priority Administration Division of the Recruitment Programs and Priority Administration Directorate, Resourcing and Learning Branch, Public Service Commission Canada.

Part I

Roles and responsibilities

1.1 Departments

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

1.1.2 Departments shall carry out effective human resource planning to minimise the impact of work force adjustment situations on indeterminate employees, on the department, and on the public service.

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

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

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

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

Such a communication shall also indicate if the employee:

- is being provided a guarantee of a reasonable job offer from the deputy head and that the employee will be in surplus status from that date on,

or

- is an opting employee and has access to the Options of Section 6.3 of this appendix because the employee is not in receipt of a guarantee of a reasonable job offer from the deputy head.

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

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

1.1.8 Where a deputy head cannot provide a guarantee of a reasonable job offer, the deputy head will provide ninety (90) days to consider the three (3) Options outlined in Part VI of this appendix to all opting employees before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected Option (a), Twelve (12)-month surplus priority period in which to secure a reasonable job offer.

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

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

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

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

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

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

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

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

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

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

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

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

- there are no available priority persons, or priority persons with a higher priority, qualified and interested in the position being filled;
- or
- no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

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

1.1.22 For the purposes of the Relocation directive, surplus employees and laid-off persons who relocate under this appendix shall be deemed to be employees on Employer-requested relocations. The general rule on minimum distances for relocation applies.

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

1.1.24 For the priority period, home departments shall pay the salary costs, and other authorised costs such as tuition, travel, relocation, and retraining for surplus employees and laid-off persons, as provided for in this Agreement and the various directives; all authorised costs of termination; and salary protection upon lower-level appointment, unless the appointing department is willing to absorb these costs in whole or in part.

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

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

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

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

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

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

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

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

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

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

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

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

- (j) the meaning of a guarantee of reasonable job offer, a Twelve-month surplus priority period in which to secure a reasonable job offer, a Transition Support Measure, an Education Allowance;
 - (k) the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
 - (l) preparation for interviews with prospective Employers;
 - (m) repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
- and
- (n) advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity.

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

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

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

1.2 The Treasury Board Secretariat

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

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

1.3 The Public Service Commission

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

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

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

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

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

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

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

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

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

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

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

1.4 Employees

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

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

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

1.4.3 Opting employees are responsible for:

- (a) considering the Options of Part VI of this appendix;

- (b) communicating their choice of Options, in writing, to their manager no later than ninety (90) days after being declared opting.

Part II

Official notification

2.1 Department

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

2.2 Treasury Board Secretariat

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

Part III

Relocation of a work unit

3.1 General

3.1.1 In cases where a work unit is to be relocated, departments shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position or be treated as if they were subject to a work force adjustment situation.

3.1.2 Following written notification, employees must indicate, within a period of six months, their intention to move. If the employee's intention is not to move with the relocated position, the Deputy head can either provide the employee with a guarantee of a reasonable job offer or access to the Options set out in section 6.3 of this appendix.

3.1.3 Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.19 to 1.1.23.

3.1.4 Although departments will endeavour to respect employee location preferences, nothing precludes the department from offering the relocated position to employees in receipt of a guarantee of a reasonable job offer from their deputy heads, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

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

Part IV Retraining

4.1 General

4.1.1 To facilitate the redeployment of affected employees, surplus employees, and laid-off persons, departments shall make every reasonable effort to retrain such persons for:

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

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

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

4.2 Surplus employees

4.2.1 A surplus employee is eligible for retraining providing:

(a) retraining is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates;

and

(b) there are no other available priority persons who qualify for the position.

4.2.2 The home department is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the delegated officers of the home and appointing departments.

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

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

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

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

4.3 Laid-off persons

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

- (a) retraining is needed to facilitate the appointment of the individual to a specific vacant position;
 - (b) the individual meets the minimum requirements set out in the relevant Selection Standard for appointment to the group concerned;
 - (c) there are no other available persons with a priority who qualify for the position;
- and
- (d) the appointing department cannot justify a decision not to retrain the individual.

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

Part V

Salary protection

5.1 Lower-level position

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

5.1.2 Employees whose salary is protected pursuant to section 5.1.1. will continue to benefit from salary protection until such time as they are appointed or deployed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid off.

Part VI

Options for employees

6.1 General

6.1.1 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict employment availability. Employees in receipt of this guarantee would not have access to the choice of Options below.

6.1.2 Employees who are not in receipt of a guarantee of a reasonable job offer from their deputy head have ninety (90) days to consider the three Options below before a decision is required of them.

6.1.3 The opting employee must choose, in writing, one of the three Options of section 6.3 of this appendix within the ninety (90)-day window. The employee cannot change Options once having made a written choice.

6.1.4 If the employee fails to select an Option, the employee will be deemed to have selected Option a), Twelve-month surplus priority period in which to secure a reasonable job offer at the end of the ninety (90)-day window.

6.1.5 If a reasonable job offer which does not require a relocation is made at any time during the ninety (90)-day opting period and prior to the written acceptance of the Transition Support Measure or the Education Allowance Option, the employee is ineligible for the TSM, the pay in lieu of unfulfilled surplus period or the Education Allowance.

6.2 Alternation

6.2.1 All departments must participate in the alternation process.

6.2.2 An alternation occurs when an opting employee who wishes to remain in the public service exchanges positions with a non-affected employee (the alternate) willing to leave the public service under the terms of Part VI of this appendix.

6.2.3 Only an opting employee, not a surplus one, may alternate into an indeterminate position that remains in the public service.

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

6.2.5 An alternation must permanently eliminate a function or a position.

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

6.2.7 An alternation should normally occur between employees at the same group and level. When the two positions are not the same group and level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher paid position is no more than six-per-cent (6%) higher than the maximum rate of pay for the lower paid position.

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

6.3 Options

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

- (a) Twelve (12)-month surplus priority period in which to secure a reasonable job offer is time-limited. Should a reasonable job offer not be made within a period of twelve months, the employee will be laid off in accordance with the *Public Service Employment Act*. Employees who choose or are deemed to have chosen this Option are surplus employees.

When a surplus employee who has chosen, or who is deemed to have chosen, Option (a) offers to resign before the end of the twelve (12)-month surplus priority period, the deputy head may authorise a lump-sum payment equal to the surplus employee's regular pay for the balance of the surplus period, up to a maximum of six (6) months. The amount of the lump sum payment for the pay in lieu cannot exceed the maximum of that which he or she would have received had they chosen Option (b), the Transition Support Measure.

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

or

- (b) Transition Support Measure (TSM) is a cash payment, based on the employee's years of service in the public service (see Annex B) made to an opting employee. Employees choosing this Option must resign but will be considered to be laid-off for purposes of severance pay.

or

- (c) Education allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than seven thousands dollars (\$7000) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and mandatory equipment. Employees choosing Option (c) could either:
- (i) resign from the public service but be considered to be laid-off for severance pay purposes on the date of their departure;

or

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

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

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

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

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

6.3.6 Opting employees who choose Option (b) or (c) above will be entitled to up to three hundred and eighty-five (\$385.00) for financial planning advice.

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

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

6.3.9 If a surplus employee who has chosen, or is deemed to have chosen, Option (a) refuses a reasonable job offer at any time during the twelve (12)-month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.

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

6.4 Retention payment

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

6.4.2 All employees accepting retention payments must agree to leave the public service without priority rights.

6.4.3 An individual who has received a retention payment and, as applicable, is either reappointed to that portion of the public service of Canada specified from time to time in Schedule I, Part I of the *Public Service Staff Relations Act*, or is hired by the new Employer within the six months immediately following his or her resignation, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the lump sum was paid.

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

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

6.4.5 Subject to 6.4.4, the deputy head shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the public service to take effect on that closure date, a sum equivalent to six (6) months' pay payable upon the day on which the departmental operation ceases, provided the employee has not separated prematurely.

6.4.6 The provisions of 6.4.7 shall apply in relocation of work units where public service work units:

- (a) are being relocated,
and
- (b) when the deputy head of the home department decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation,
and
- (c) where the employee has opted not to relocate with the function.

6.4.7 Subject to 6.4.6, the deputy head shall pay to each employee who is asked to remain until the relocation of the work unit and offers a resignation from the public service to take effect on the relocation date, a sum equivalent to six (6) months' pay payable upon the day on which the departmental operation relocates, provided the employee has not separated prematurely.

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

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

6.4.9 Subject to 6.4.8, the deputy head shall pay to each employee who is asked to remain until the transfer date and who offers a resignation from the public service to take effect on the transfer date, a sum equivalent to six (6) months pay payable upon the transfer date, provided the employee has not separated prematurely.

Part VII

Special provisions regarding alternative delivery initiatives

Preamble

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

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

The parties recognise:

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

7.1 Definitions

For the purposes of this part, an **alternative delivery initiative** (*diversification des modes de prestation des services*) is the transfer of any work, undertaking or business of the public service to any body or corporation that is a separate Employer or that is outside the public service;

For the purposes of this part, a **reasonable job offer** (*offre d'emploi raisonnable*) is an offer of employment received from a new Employer in the case of a Type 1 or Type 2 transitional employment arrangement, as determined in accordance with section 7.2.2;

For the purposes of this part, a **termination of employment** (*licenciement de l'employé-e*) is the termination of employment referred to in paragraph 11(2)(g.1) of the *Financial Administration Act* (FAA).

7.2 General

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

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

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

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

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

1. Commercialisation

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

2. Creation of a new Agency

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

3. Transfer to existing Employers

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

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

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

7.2.2 There are three (3) types of transitional employment arrangements resulting from alternative delivery initiatives:

(a) Type 1 (Full Continuity)

Type 1 arrangements meet all of the following criteria:

- (i) legislated successor rights apply. Specific conditions for successor rights applications will be determined by the labour legislation governing the new Employer;
- (ii) recognition of continuous employment in the public service, as defined in the *Public Service Terms and Conditions of Employment Regulations*, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;

- (iii) pension arrangements according to the Statement of Pension Principles set out in Annex A, or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to section 7.7.3;
- (iv) transitional employment guarantee: a two (2)-year minimum employment guarantee with the new Employer;
- (v) coverage in each of the following core benefits: health benefits, long term disability insurance (LTDI) and dental plan;
- (vi) short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to maximum of the new Employer's LTDI waiting period.

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

Type 2 arrangements meet all of the following criteria:

- (i) the average new hourly salary offered by the new Employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of the group's current federal hourly remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are the same;
- (ii) the average annual salary of the new Employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of federal annual remuneration (= per cent or greater of federal annual remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are different;
- (iii) pension arrangements according to the Statement of Pension Principles as set out in Annex A, or in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to section 7.7.3;
- (iv) transitional employment guarantee: employment tenure equivalent to that of the permanent work force in receiving organizations or a two (2)-year minimum employment guarantee;

- (v) coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
- (vi) short-term disability arrangement.

(c) **Type 3 (Lesser Continuity)**

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

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

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

7.3 Responsibilities

7.3.1 Deputy heads will be responsible for deciding, after considering the criteria set out above, which of the Types applies in the case of particular alternative delivery initiatives.

7.3.2 Employees directly affected by alternative delivery initiatives are responsible for seriously considering job offers made by new Employers and advising the home department of their decision within the allowed period.

7.4 Notice of alternative delivery initiatives

7.4.1 Where alternative delivery initiatives are being undertaken, departments shall provide written notice to all employees offered employment by the new Employer, giving them the opportunity to choose whether they wish to accept the offer.

7.4.2 Following written notification, employees must indicate within a period of sixty (60) days their intention to accept the employment offer, except in the case of Type 3 arrangements, where home departments may specify a period shorter than sixty (60) days, but not less than thirty (30) days.

7.5 Job offers from new Employers

7.5.1 Employees subject to this appendix (see Application) and who do not accept the reasonable job offer from the new Employer in the case of Type 1 or 2 transitional employment arrangements will be given four (4) months notice of termination of employment and their employment will be terminated at the end of that period or on a mutually agreed upon date before the end of the four (4) month notice period except where the employee was unaware of the offer or incapable of indicating an acceptance of the offer as provided for in subsection 11(2.02) of the *Financial Administration Act* (FAA).

7.5.2 The deputy head may extend the notice of termination period for operational reasons, but no such extended period may end later than the date of the transfer to the new Employer.

7.5.3 Employees who do not accept a job offer from the new Employer in the case of Type 3 transitional employment arrangements may be declared opting or surplus by the deputy head in accordance with the provisions of the other parts of this appendix. For greater certainty, those who are declared surplus will be subject to the provisions of section 29 of the *Public Service Employment Act* (PSEA) and section 39 of the *Public Service Employment Regulations* (PSER).

7.5.4 Employees who accept a job offer from the new Employer in the case of any alternative delivery initiative will have their employment terminated on the date on which the transfer becomes effective, or on another date that may be designated by the home department for operational reasons provided that this does not create a break in continuous service between the public service and the new Employer.

7.6 Application of other provisions of the appendix

7.6.1 For greater certainty, the provisions of Part II, Official Notification, and section 6.4, Retention Payment, will apply in the case of an employee who refuses an offer of employment in the case of a Type 1 or 2 transitional employment arrangement. A payment under section 6.4 may not be combined with a payment under the other section.

7.7 Lump-sum payments and salary top-up allowances

7.7.1 Employees who are subject to this appendix (see Application) and who accept the offer of employment from the new Employer in the case of Type 2 transitional employment arrangements will receive a sum equivalent to three (3) months pay, payable upon the day on which the departmental work or

function is transferred to the new Employer. The home department will also pay these employees an eighteen (18)-month salary top-up allowance equivalent to the difference between the remuneration applicable to their public service position and the salary applicable to their position with the new Employer. This allowance will be paid as a lump-sum, payable on the day on which the departmental work or function is transferred to the new Employer.

7.7.2 In the case of individuals who accept an offer of employment from the new Employer in the case of a Type 2 arrangement whose new hourly or annual salary falls below eighty per cent (80%) of their former federal hourly or annual remuneration, departments will pay an additional six months of salary top-up allowance for a total of 24-months under this section and section 7.7.1. The salary top-up allowance equivalent to the difference between the remuneration applicable to their public service position and the salary applicable to their position with the new Employer will be paid as a lump-sum payable on the day on which the departmental work or function is transferred to the new Employer.

7.7.3 Employees who accept the reasonable job offer from the successor Employer in the case of a Type 1 or Type 2 transitional employment arrangement where the test of reasonableness referred to in the Statement of Pension Principles set out in Annex A is not met, that is, where the actuarial value (cost) of the new Employer's pension arrangements are less than 6.5 per cent (6.5%) of pensionable payroll (excluding the Employer's costs related to the administration of the plan) will receive a sum equivalent to three (3) months pay, payable on the day on which the departmental work or function is transferred to the new Employer.

7.7.4 Employees who accept an offer of employment from the new Employer in the case of Type 3 transitional employment arrangements will receive a sum equivalent to six (6) months pay payable on the day on which the departmental work or function is transferred to the new Employer. The home department will also pay these employees a twelve (12)-month salary top-up allowance equivalent to the difference between the remuneration applicable to their public service position and the salary applicable to their position with the new Employer. The allowance will be paid as a lump-sum, payable on the day on which the departmental work or function is transferred to the new Employer. The total of the lump-sum payment and the salary top-up allowance provided under this section will not exceed an amount equivalent to one year's pay.

7.7.5 For the purposes of 7.7.1, 7.7.2 and 7.7.4, the term "remuneration" includes and is limited to salary plus equal pay adjustments, if any, and supervisory differential, if any.

7.8 Reimbursement

7.8.1 An individual who receives a lump-sum payment and salary top-up allowance pursuant to subsection 7.7.1, 7.7.2, 7.7.3 or 7.7.4 and who is reappointed to that portion of the public service of Canada specified from time to time in Schedule I to the *Public Service Staff Relations Act* at any point during the period covered by the total of the lump-sum payment and salary top-up allowance, if any, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of re-appointment to the end of the original period covered by the total of the lump-sum payment and salary top-up allowance, if any.

7.8.2 An individual who receives a lump-sum payment pursuant to subsection 7.6.1 and, as applicable, is either reappointed to that portion of the public service of Canada specified from time to time in Schedule I to the *Public Service Staff Relations Act* or hired by the new Employer at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of the reappointment or hiring to the end of the original period covered by the lump-sum payment.

7.9 Vacation leave credits and severance pay

7.9.1 Notwithstanding the provisions of this Agreement concerning vacation leave, an employee who accepts a job offer pursuant to this part may choose not to be paid for earned but unused vacation leave credits, provided that the new Employer will accept these credits.

7.9.2 Notwithstanding the provisions of this Agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this part will not be paid severance pay where successor rights apply and/or, in the case of a Type 2 transitional employment arrangement, when the new Employer recognizes the employee's years of continuous employment in the public service for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer.

7.9.3 Where:

- (a) the conditions set out in 7.9.2 are not met,
- (b) the severance provisions of this Agreement are extracted from this Agreement prior to the date of transfer to another non-federal public sector Employer,

- (c) the employment of an employee is terminated pursuant to the terms of section 7.5.1,

or

- (d) the employment of an employee who accepts a job offer from the new Employer in a Type 3 transitional employment arrangement is terminated on the transfer of the function to the new Employer,

the employee shall be deemed, for purposes of severance pay, to be involuntarily laid off on the day on which employment in the public service terminates.

Annex A - Statement of pension principles

1. The new Employer will have in place, or Her Majesty in right of Canada will require the new Employer to put in place, reasonable pension arrangements for transferring employees. The test of “reasonableness” will be that the actuarial value (cost) of the new Employer pension arrangements will be at least 6.5 per cent (6.5%) of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the *Assessment Methodology* developed by Towers Perrin for the Treasury Board, dated October 7, 1997. This Assessment Methodology will apply for the duration of this agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new Employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new Employer to pay the Employer costs, *Public Service Superannuation Act* (PSSA) coverage could be provided during a transitional period of up to a year.
2. Benefits in respect of service accrued to the point of transfer are to be fully protected.
3. Her Majesty in right of Canada will seek portability arrangements between the Public Service Superannuation Plan and the pension plan of the new Employer where a portability arrangement does not yet exist. Furthermore, Her Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new Employer for vesting and benefit thresholds under the PSSA.

Annex B

Years of Service in the Public Service	Transition Support Measure (TSM) (Payment in weeks' pay)
0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52
19	52
20	52
21	52
22	52
23	52
24	52
25	52
26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37
35	34
36	31

Years of Service in the Public Service	Transition Support Measure (TSM) (Payment in weeks' pay)
37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	07
45	04

For indeterminate seasonal and part-time employees, the TSM will be pro-rated in the same manner as severance pay under the terms of this Agreement.

Severance pay provisions of this Agreement are in addition to the TSM.

TABLE OF CONTENTS

APPENDIX "C"
OVERTIME MEAL ALLOWANCE138

APPENDIX "D"
INMATE ESCORTS139

APPENDIX "E"142

APPENDIX "F"
VARIABLE HOURS OF WORK143

APPENDIX "G"144

APPENDIX "H"145

****APPENDIX "C"****OVERTIME MEAL ALLOWANCE**

In view of the unique requirements found in the Canadian Penitentiary Service, and for the duration of the Correctional Groups Collective Agreements (Non-Supervisory and Supervisory) which will expire on May 31, 2000, the Employer agrees to the following interpretation and application of the Overtime Meal Allowance.

1. The Overtime Meal Allowance will not be paid when an employee is provided with a meal(s) at departmental expense.
2. The "free meal" to be provided in lieu of the Overtime Meal Allowance means a regular full course meal as prepared in the institution where the employee is employed.
3. A snack or sandwiches will not be considered by the Employer as a full course meal.
4. Notwithstanding the provisions of clause 21.15, when there is a reasonable expectation that an employee will work the full eight (8) hours' overtime shift, the first (1st) meal break will be allowed prior to the working of the first three (3) hours of overtime, and the second (2nd) meal break will be allowed after approximately four (4) hours of overtime have been worked.
5. Where an employee is scheduled to work overtime on a day of rest or on a designated paid holiday, the provisions of clause 21.15, and this appendix, shall be applicable to the employee only with respect to such additional overtime hours which the employee may work in excess of the employee's prior scheduled hours of overtime on that day without prior notification.
6. In the event that the Employer is unable to grant an employee reasonable time off with pay for the purpose of taking an overtime meal break, in lieu thereof the employee shall receive an additional one-half (1/2) hour of overtime compensation at the same overtime rate of the shift completed.

****APPENDIX "D"****INMATE ESCORTS**

For the duration of the Correctional Groups Collective Agreements (Non-Supervisory and Supervisory) which will expire on May 31, 2000, the Employer agrees to the following:

1. To the extent practicable, the Employer will endeavour to avoid assigning Correctional Officers on inmate escorts on other than their regular working days.
2. When an officer is required to escort an inmate outside of the Headquarters area the employee will be compensated as follows:
 - (a) the total period during which the officer is escorting the inmate or has the inmate under visual surveillance will be considered as time worked and the officer will be compensated at the applicable straight time and/or overtime rate;
 - (b) an officer who is required to escort inmates at a time which is outside the officer's normal regular scheduled hours of work will be compensated at the applicable overtime rates;
 - (c) an officer who escorts an inmate for a period of less than eight (8) hours will receive his or her regular pay for the day, that is eight (8) hours. However, on these occasions, where practicable, an officer may be required to perform other correctional officer duties for the balance of the eight (8) hour period;
 - (d) on a statutory holiday or on a day of rest the employee will be compensated at the applicable overtime rate for the actual hours worked but in any event, no less than the equivalent of eight (8) hours at the straight-time rate;
 - (e) all hours included between the time of reporting to the institution until the time of return shall be considered as hours worked when these hours are consecutive without interruption by overnight stopover for a suitable rest period;

- (f) when an officer's journey is interrupted by an overnight stopover the officer will be paid up to the time of the officer's arrival at his or her destination including normal travelling time to register at a hotel and will be paid for normal travelling time from the hotel to the officers point of departure. Thus, all hours between the normal time of registration at the hotel until the time of departure from the hotel will not be considered as hours worked;

**

- (g) on a return journey, without an inmate, the officer will be compensated for the first eight (8) hours as if the officer had been working and the remaining time in travel to be compensated at the applicable overtime rate to a maximum of twelve (12) hours at the straight-time rate;
- (h) on the return journey after a stopover and when escorting an inmate, the officer will be compensated as in paragraph (a) above;
- (i) when a Correctional Officer, who has been performing escort duty outside the officer's Headquarters area, does not have a reasonable rest period between the completion of the officer's escort duty and the start of his or her next scheduled shift, the officer will not be required to perform his or her duties for that day, however, the officer will receive a day's pay and the eight (8) hours will be deducted from the compensation earned during the period of escort.

3. When an officer is required to escort an inmate outside of the officer's Headquarters area the officers will be subject to the following travelling conditions.

- (a) an officer will be reimbursed for reasonable expenses incurred as normally defined by the Employer;
- (b) an officer who is required to escort an inmate on a journey involving at least nine (9) hours will be given an overnight stopover whenever it is expected that the journey will exceed twelve (12) hours from the time of departure from the institution to the time of return to the institution;

- (c) whenever it is expected that an officer may be required to drive more than eighty (80) kilometers (fifty (50) miles) in any day beyond the number of kilometers normally defined by the Employer the officer will be given an overnight stopover.

****APPENDIX "E"**

Appendix "E" will confirm the continuation of the payment of the Penological Factor Allowance to Mr. K. McLeod of the Correctional Groups (Non-Supervisory and Supervisory) who is located at Springhill, Nova Scotia.

For the duration of the Collective Agreement which will expire on May 31, 2000 the Employer agrees to continue to pay the Penological Factor Allowance in accordance with the conditions contained in Appendix "A" of the Correctional Collective Agreements (Non-Supervisory and Supervisory) which expired on September 30, 1974, to Mr. McLeod of the Correctional Groups (Non-Supervisory and Supervisory) who was entitled to receive and was in receipt of the Penological Factor Allowance on the date of signing of the Collective Agreements so long as Mr. McLeod remained in the position occupied on that date.

****APPENDIX "F"****VARIABLE HOURS OF WORK**

1. Notwithstanding the provisions of Article 21 of the Correctional collective agreement, correctional services employees employed in correctional institutions may, with the approval of the Employer, complete their weekly hours of employment in a period other than five full days provided that over a period to be determined by the Employer, employees work an average of thirty-seven and one-half (37 1/2) hours per week. In every such period, employees shall be granted days of rest on days not scheduled as normal work days for them.
2. Notwithstanding anything to the contrary contained in the Correctional collective agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of the Correctional collective agreement.
3. Any hours-of-work arrangement in accordance with paragraph 1 of this Appendix may be at the request of either party and must be mutually agreed between the Employer and the majority of employees affected and shall apply to all employees at the correctional institution.
4. Any special arrangement established under this Appendix shall be subject to the provisions of Article 34 of this agreement.
5. Hours-of-work arrangements that have been implemented at a correctional institution in accordance with this Appendix may be discontinued at the request of either party, provided at least thirty (30) days written notice is provided, or earlier if mutually agreed.

****APPENDIX "G"**

The parties agree to establish a joint committee comprised of on an equal number of employees and Employer representatives for the purpose of comparing the duties, working conditions and wage rates of persons employed in the Correctional Group bargaining units and those of uniformed Royal Canadian Mounted Police officers and correctional officers in provincial jurisdictions. This committee shall meet by July 1, 1999 and shall report its conclusions within nine months.

****APPENDIX "H"**

The Correctional Services of Canada agrees to discussions with local representatives of the Alliance and local management representatives, on training needs at an institutional level. These discussions will be held on an as-requested basis and could include such topics as type, frequency, access and adequacy of training.