



Treasury Board of Canada
Secretariat

Secrétariat du Conseil du Trésor
du Canada

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

Program and Administration Services
(all employees)

CODE: 300/98
Expiry Date: 20 June 1999

Canada



Treasury Board of Canada Secretariat
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Human Resources Branch
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Catalogue No. BT42-300/1999
ISBN 0-660-60768-9

This document is available on the Treasury Board of Canada
Secretariat Internet Site at the following address:

<http://www.tbs-sct.gc.ca>

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PART I - GENERAL PROVISIONS

ARTICLE 1

PURPOSE AND SCOPE OF AGREEMENT

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between 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 18, 1993 covering employees in the General Services (GE) Subgroup and on September 15, 1970 covering employees in the Educational Support (EU) 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

Excluded Provision

The definition of overtime does not apply to certain employees of the Translation Bureau (Appendix "B") and teachers' aides (Appendix "C").

Alternate Provisions

The standard definitions of daily, hourly and weekly rates of pay do not apply to certain employees in the EU bargaining unit.

2.01 For the purpose of this Agreement:

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

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

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

“bargaining unit” means the employees of the Employer in one of the groups described in Article 9 (unité de négociation),

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

“compensatory leave” means leave with pay in lieu of cash payment for overtime, travelling time compensated at overtime rate, call-back and reporting pay. The duration of such leave will be equal to the time compensated or the minimum time entitlement multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee’s hourly rate of pay as calculated from the classification prescribed in the employee’s certificate of appointment on the day immediately prior to the day on which leave is taken (congé compensateur),

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

“daily rate of pay” (taux de rémunération journalier) means:

- (i) an employee’s weekly rate of pay divided by five (5),
and
- (ii) *for employees in the Educational Support (EU) bargaining unit who are working a school year, as defined in clause 1.01 of Appendix “C”, the employee’s annual rate of pay, plus allowances (if any) divided by the number of working days designated by the province, territory or provincial school unit within which geographical area the teacher aide is working,*

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

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

“employee” means a person so defined in the *Public Service Staff Relations Act* and who is a member of one of the bargaining units specified in Article 9 (employée),

“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),

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

“holiday” (jour férié) means:

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

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

“hourly rate of pay”, for employees in the Educational Support (EU) bargaining unit, means the daily rate of pay divided by seven and one-half (7 1/2) (taux de rémunération horaire),

“language instructors” are employees who teach or instruct in the second language and whose duties are not eligible for inclusion in any other group (moniteurs de langue),

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

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

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

“overtime” (heures supplémentaires) means

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

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

or
- (iii) in the case of a part-time employee whose normal scheduled hours of work are in excess of seven and one-half (7 1/2) hours per day in accordance with the Variable Hours of Work provisions (clauses 25.24 to 25.27), authorized work in excess of those normal scheduled daily hours or an average of thirty-seven and one-half (37 1/2) hours per week,

“physical education instructors” are employees who teach or instruct physical education and whose duties are not eligible for inclusion in any other group (moniteurs d’éducation physique),

“spouse” will, when required, be interpreted to include “common-law spouse” except, for the purposes of the Foreign Service Directives, the definition of “spouse” will remain as specified in Directive 2 of the Foreign Service Directives (conjoint),

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

“teachers’ aides” are employees who instruct in classrooms or act as kindergarden assistants, classroom assistants and counsellor technicians (aides enseignants),

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

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

“weekly rate of pay”, for employees in the Educational Support (EU) bargaining unit, means

(i) *in the case of an employee working a school year, as defined in clause 1.01 of Appendix “C”, the employee’s daily rate of pay multiplied by five (5),*

and

(ii) *in the case of an employee on a twelve (12) month work year, the employee’s annual rate of pay, plus allowances (if any), divided by fifty-two point one seven six (52.176),*

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

(a) if defined in the *Public Service Staff Relations Act*, have the same meaning as given to them in 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 employees, renders null and void any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.

**ARTICLE 6
MANAGERIAL RESPONSIBILITIES**

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

ARTICLE 7
NATIONAL JOINT COUNCIL AGREEMENTS

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

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

7.03

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

Bilingualism Bonus Directive;

Commuting Assistance Directive;

Foreign Service Directives;

Health / Safety

Boiler and Pressure Vessels Directive;

Committees and Representatives Directive;

Dangerous Substances Directive;

Electrical Directive;

Elevated Work Structures Directive;

Elevating Devices Directive;

First-Aid Allowance Directive;
First-Aid Safety and Health Directive;
Hazardous Confined Spaces Directive;
Material Handling Directive;
Motor Vehicle Operations Directive;
Noise Control and Hearing Conservation Directive;
Personal Protective Equipment and Clothing Directive;
Pesticides Directive;
Refusal to Work Directive;
Sanitation Directive;
Tools and Machinery Directive;
Use and Occupancy of Buildings Directive;
Isolated Posts Directive;
Living Accommodation Charges Directive;
Relocation Directive;
Travel Directive;
Uniforms Directive.

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

7.04 Grievances in regard to the above directives shall be filed in accordance with clause 18.01 of the Article on grievance procedure in this Agreement.

ARTICLE 8
DENTAL CARE PLAN

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

PART II - UNION SECURITY AND STAFF RELATIONS MATTERS

ARTICLE 9
RECOGNITION

9.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees described in the certificates issued by the Public Service Staff Relations Board:

- (a) on August 18, 1993 covering employees in the General Services (GE) Subgroup [currently classified in accordance with the Administrative Services (AS), the Communications (CM), the Clerical and Regulatory (CR), the Data Processing (DA), the Information Services (IS), the Office Equipment (OE), the Programme Administration (PM), the Secretarial, Stenographic and Typing (ST) or the Welfare Programmes (WP) classification standards];
- (b) on September 15, 1970 covering employees in the Educational Support (EU) Group.

ARTICLE 10
INFORMATION

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

10.02 The Employer agrees to supply each employee with a copy of this Agreement and will endeavour to do so within one (1) month after receipt from the printer.

ARTICLE 11
CHECK-OFF

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

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

11.03 For the purpose of applying clause 11.01, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.

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

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

11.06 The amounts deducted in accordance with clause 11.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

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

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

ARTICLE 12

USE OF EMPLOYER FACILITIES

12.01 Reasonable space on bulletin boards in convenient locations will be made available to the Alliance for the posting of official Alliance notices. The Alliance shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any

of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Alliance, including the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

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

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

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

ARTICLE 13

EMPLOYEE REPRESENTATIVES

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

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

13.03 The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 13.02.

13.04

(a) A representative shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate employee

complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.

- (b) Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.
- (c) An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).

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

ARTICLE 14
LEAVE WITH OR WITHOUT PAY
FOR ALLIANCE BUSINESS

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

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

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

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

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

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

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

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

14.03 The Employer will grant leave with pay:

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

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

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

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

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

Adjudication

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

- (a) a party to the adjudication,
- (b) the representative of an employee who is a party to an adjudication,

and
- (c) a witness called by an employee who is a party to an adjudication.

Meetings During the Grievance Process

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

14.08 Subject to operational requirements,

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

Contract Negotiation Meetings

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

Preparatory Contract Negotiation Meetings

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

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

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

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

Representatives' Training Courses

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

ARTICLE 15

EMPLOYEES ON PREMISES OF OTHER EMPLOYERS

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

ARTICLE 16

ILLEGAL STRIKES

16.01 The *Public Service Staff Relations Act* provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including 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 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 day's notice of such a meeting.

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

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

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

ARTICLE 18

GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,

and

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

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

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

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

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

18.10 An employee may present a grievance to the First Level of the procedure in the manner prescribed in clause 18.05 not later than the twenty-fifth (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.

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

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

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

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

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

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

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

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

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

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

18.21 An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the

grievance, unless the employee was unable to comply with the prescribed time limits due to circumstances beyond his or her control.

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

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

- (a) the interpretation or application in respect of him or her of a provision of this Agreement or a related arbitral award,

or

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

or

- (c) termination of employment or demotion pursuant to paragraph 11(2)(f) or (g) of the *Financial Administration Act*,

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

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

- (a) its approval of the reference of the grievance to adjudication,

and

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

ARTICLE 19
NO DISCRIMINATION

19.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, membership or activity in the Alliance, marital status or a conviction for which a pardon has been granted.

19.02

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

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

ARTICLE 20
SEXUAL HARASSMENT

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

20.02

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

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

ARTICLE 21
JOINT CONSULTATION

21.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.

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

21.03 Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

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

ARTICLE 22
HEALTH AND SAFETY

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

ARTICLE 23
JOB SECURITY

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

ARTICLE 24
TECHNOLOGICAL CHANGE

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

24.02 In this Article “Technological Change” means:

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

and

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

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

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

24.05 The written notice provided for in clause 24.04 will provide the following information:

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

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

24.06 As soon as reasonably practicable after notice is given under clause 24.04, the Employer shall consult meaningfully with the Alliance concerning the rationale for the change and the topics referred to in clause 24.05 on each group of employees, including training.

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

PART III - WORKING CONDITIONS

ARTICLE 25 HOURS OF WORK

Excluded provisions

Clauses 25.13 to 25.23 inclusive, pertaining to shift work, do not apply to employees classified as EU or IS in the GE bargaining unit. In the case of employees classified as WP in the GE bargaining unit, these clauses apply only to employees of the Correctional Service Canada who are employed in Community Correctional Centres and to those employed in higher security institutions in leisure, social, cultural or athletic activities.

Alternate provisions

- (i) *This Article does not apply to certain employees classified as ST, CR and AS in the GE bargaining unit (see provisions of Appendix "B") and to employees in the EU bargaining unit (see provisions of Appendix "C" applicable to teachers' aides and the provisions of Appendix "D" applicable to language and physical education instructors).*
- (ii) *The standard shift schedule described in clause 25.17 does not apply to certain employees classified as WP in the GE bargaining unit.*

General

25.01 For the purpose of this Article:

- (a) the week shall consist of seven (7) consecutive days beginning at 00:00 hours Monday morning and ending at 24:00 hours Sunday;
- (b) the day is a twenty-four (24) - hour period commencing at 00:00 hours.

25.02 Nothing in this Article shall be construed as guaranteeing minimum or maximum hours of work. In no case shall this permit the Employer to reduce the hours of work of a full-time employee permanently.

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

25.04 It is recognized that certain operations require some employees to stay on the job for a full scheduled work period, inclusive of their meal period. In these

operations, such employees will be compensated for their half (1/2)-hour meal period in accordance with the applicable overtime provisions.

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

Day Work

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

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

and
- (b) the normal work day shall be seven and one-half (7 1/2) consecutive hours, exclusive of a lunch period, between the hours of 7 a.m. and 6 p.m.

25.07 Employees shall be informed by written notice of their scheduled hours of work. Any changes to the scheduled hours shall be by written notice to the employee(s) concerned.

25.08 Flexible Hours

Subject to operational requirements, an employee on day work shall have the right to select and request flexible hours between 7 a.m. and 6 p.m. and such request shall not be unreasonably denied.

25.09 Variable Hours

- (a) Notwithstanding the provisions of clause 25.06, upon request of an employee and the concurrence of the Employer, an employee may complete the weekly hours of employment in a period of other than five (5) full days provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days, the employee works an average of thirty-seven and one-half (37 1/2) hours per week.
- (b) In every fourteen (14), twenty-one (21) or twenty-eight (28) day period, the employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.

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

25.10 Summer and winter hours

The weekly and daily hours of work may be varied by the Employer, following consultation with the Alliance to allow for summer and winter hours, provided the annual total of hours is not changed.

25.11

- (a) Where hours of work, other than those provided in clause 25.06, are in existence when this Agreement is signed, the Employer, on request, will consult with the Alliance on such hours of work and in such consultation will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.
- (b) Where hours of work are to be changed so that they are different from those specified in clause 25.06, the Employer, except in cases of emergency, will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service. In no case shall the hours under clause 25.06 extend before 6:00 a.m. or beyond 9:00 p.m. or alter the Monday to Friday work week or the seven and one-half (7 1/2) consecutive hours work day.
- (c) Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation will be held at the local level for fact finding and implementation purposes.
- (d) It is understood by the parties that this clause will not be applicable in respect of employees whose work week is less than thirty-seven and one-half (37 1/2) hours per week.

25.12

- (a) An employee on day work whose hours of work are changed to extend before or beyond the stipulated hours of 7:00 a.m. and 6:00 p.m., as provided in clause 25.06(b), and who has not received at least seven (7) days' notice in advance of the starting time of such change, shall be paid for the first day or shift worked subsequent to such change

at the rate of time and one-half (1 1/2) for the first seven hours and one-half (7 1/2) and double time thereafter. Subsequent days or shifts worked on the revised hours shall be paid for at straight time, subject to Article 28, Overtime.

(b) Late Hour Premium

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

Shift Work

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

- (a) on a weekly basis, work an average of thirty-seven and one-half (37 1/2) hours and an average of five (5) days;
- (b) work seven and one-half (7 1/2) consecutive hours per day, exclusive of a one-half (1/2) hour meal period;
- (c) obtain an average of two (2) days of rest per week;
- (d) obtain at least two (2) consecutive days of rest at any one time, except when days of rest are separated by a designated paid holiday which is not worked; the consecutive days of rest may be in separate calendar weeks.

25.14 The Employer will make every reasonable effort:

- (a) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift;
- and
- (b) to avoid excessive fluctuation in hours of work.

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

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

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

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

Alternate provision

For employees of the Correctional Service Canada classified as WP in the GE bargaining unit who are employed in Community Correctional Centres and to those employed in higher security institutions in leisure, social, cultural or athletic activities, shifts shall not commence earlier than 0700 hours and end not later than 2300 hours.

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

25.19

- (a) Where an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:
 - (i) on the day it commenced where half or more of the hours worked fall on that day,
 - or
 - (ii) on the day it terminates where more than half of the hours worked fall on that day.
- (b) Accordingly, the first day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is

deemed to have worked his or her last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

25.20

- (a) An employee who is required to change his or her scheduled shift without receiving at least seven (7) days' notice in advance of the starting time of such change in his or her scheduled shift, shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours and double time thereafter. Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to Article 28, Overtime.
- (b) Every reasonable effort will be made by the Employer to ensure that the employee returns to his or her original shift schedule and returns to his or her originally scheduled days of rest for the duration of the master shift schedule without penalty to the Employer.

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

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

25.22

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

such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.

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

25.23 Variable Shift Schedule Arrangements

- (a) Notwithstanding the provisions of clauses 25.05 and 25.13 to 25.22 inclusive, consultation may be held at the local level with a view to establishing shift schedules which may be different from those established in clauses 25.13 and 25.17. Such consultation will include all aspects of arrangements of shift schedules.
- (b) Once a mutually acceptable agreement is reached at the local level, the proposed variable shift schedule will be submitted at the respective Employer and Alliance Headquarters levels before implementation.
- (c) Both parties will endeavour to meet the preferences of the employees in regard to such arrangements.
- (d) It is understood that the flexible application of such arrangements must not be incompatible with the intent and spirit of provisions otherwise governing such arrangements. Such flexible application of this clause must respect the average hours of work over the duration of the master schedule and must be consistent with the operational requirements as determined by the Employer.
- (e) Employees covered by this clause shall be subject to the Variable Hours of Work provisions established in clauses 25.24 to 25.27, inclusive.

TERMS AND CONDITIONS GOVERNING THE ADMINISTRATION OF VARIABLE HOURS OF WORK

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

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

25.26

- (a) The scheduled hours of work of any day as set forth in a variable schedule specified in clause 25.24, may exceed or be less than seven and one-half (7 1/2) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.
- (b) Such schedules shall provide an average of thirty-seven and one-half (37 1/2) hours of work per week over the life of the schedule.
 - (i) The maximum life of a shift schedule shall be six (6) months.
 - (ii) The maximum life of other types of schedule shall be twenty-eight (28) days, except when the normal weekly and daily hours of work are varied by the Employer to allow for summer and winter hours in accordance with clause 25.10, in which case the life of a schedule shall be one (1) year.
 - (iii) The maximum life of a schedule for Officers working for the Canadian Pari-Mutuel Agency shall be one (1) year.
- (c) Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

25.27 Specific Application of this Agreement

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

(a) Interpretation and Definitions (clause 2.01)

“Daily rate of pay” - shall not apply.

(b) Minimum Number of Hours Between Shifts

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

(c) Exchange of Shifts (clause 25.21)

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

(d) Overtime (clauses 28.06 and 28.07)

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

(e) Designated Paid Holidays (clause 30.08)

- (i) A designated paid holiday shall account for seven and one-half (7 1/2) hours.
- (ii) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the pay for the hours specified in sub-paragraph (i), at time and one-half (1 1/2) up to his or her regular scheduled hours worked and at double (2) time for all hours worked in excess of his or her regular scheduled hours.

(f) Travel

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

(g) Acting Pay

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

ARTICLE 26
SHIFT PRINCIPLE

26.01

- (a) When a full-time indeterminate employee is required to attend one of the following proceedings outside a period which extends before or beyond three (3) hours his or her scheduled hours of work on a day during which he or she would be eligible for a Shift Premium, the employee may request that his or her hours of work on that day be scheduled between 7 a.m. and 6 p.m.; such request will be granted provided there is no increase in cost to the Employer. In no case will the employee be expected to report for work or lose regular pay without receiving at least twelve (12) hours of rest between the time his or her attendance was no longer required at the proceeding and the beginning of his or her next scheduled work period.
- (i) Public Service Staff Relations Board Proceedings
Clauses 14.01, 14.02, 14.04, 14.05 and 14.06.
 - (ii) Contract Negotiation and Preparatory Contract Negotiation Meetings
Clauses 14.09 and 14.10.
 - (iii) Personnel Selection Process
Article 49.
 - (iv) To write Provincial Certification Examinations which are a requirement for the continuation of the performance of the duties of the employee's position.
 - (v) Training Courses which the employee is required to attend by the Employer.
- (b) Notwithstanding paragraph (a), proceedings described in subparagraph (v) are not subject to the condition that there be no increase in cost to the Employer.

ARTICLE 27 SHIFT PREMIUMS

Excluded provisions

This Article does not apply to employees on day work, covered by clauses 25.06 to 25.12 inclusive.

27.01 Shift Premium

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

27.02 Weekend Premium

- (a) An employee working on shifts during a weekend will receive an additional premium of one dollar (\$1.00) 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 28 OVERTIME

Excluded Provisions

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

Alternate provisions

28.02 *This Article does not apply to certain employees classified as ST, CR or AS in the GE bargaining unit (see provisions of Appendix "B") and certain employees in the EU bargaining unit (see provisions of Appendix "C").*

28.03 *Paragraph 28.06 (b) does not apply to certain employees of the Department of Customs, Excise and Taxation and certain employees of the Department of Citizenship and Immigration.*

28.04 General

- (a) An employee is entitled to overtime compensation under clauses 28.06 and 28.07 for each completed period of fifteen (15) minutes of overtime worked by him or her :
 - (i) when the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions,

and
 - (ii) when the employee does not control the duration of the overtime work.
- (b) Employees shall record starting and finishing times of overtime work in a form determined by the Employer.
- (c) For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.
- (d) Payments provided under the Overtime, Designated Paid Holidays and Standby provisions of this Agreement shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

28.05 Assignment of Overtime Work

- (a) Subject to the operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to offer overtime work on an equitable basis among readily available qualified employees.
- (b) Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

28.06 Overtime Compensation on a workday

Subject to clause 28.04 (a):

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

Additional Provision (WP)

in the case of an emergency as determined by the Employer, when an employee classified as WP in the GE bargaining unit is required to work more than twenty-four (24) consecutive hours, the employee shall be compensated at the rate of double time (2) for all hours continuously worked in excess of twenty-four (24) hours;

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

Alternate Provision

employees of the Department of Customs, Excise and Taxation and employees of the Department of Citizenship and Immigration who are classified PM in the GE bargaining unit and who are required to clear commercial transport on a scheduled work day at a time which is not contiguous to the normal hours of work, shall be paid a minimum of two (2) hours' pay at straight time or actual overtime worked at the applicable overtime rate, whichever is greater;

- (c) an employee who is called back to work after the employee has completed his or her work for the day and has left his or her place of work, and returns to work shall be paid the greater of:
- (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate 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 paragraph (b) or its alternate provision;

or

- (ii) compensation at the applicable overtime rate for actual overtime worked,

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

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

28.07 Overtime Compensation on a day of rest

Subject to clause 28.04 (a):

- (a) an employee who is required to work on a first day of rest is entitled to compensation at time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours and double (2) time thereafter;
- (b) an employee who is required to work on a second or subsequent day of rest is entitled to compensation at double (2) time (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest);
- (c) when an employee is required to report for work and reports on a day of rest, the employee shall be paid the greater of:
 - (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate for each reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period,
 - or
 - (ii) compensation at the applicable overtime rate;
- (d) the minimum payment referred to in subparagraph (c)(i), does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 62.05;

28.08 Compensation in cash or leave with pay

- (a) Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.
- (b) The Employer shall endeavour to pay cash overtime compensation by the eight (8th) week after which it is earned.
- (c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- (d) Compensatory leave with pay not used by the end of a twelve (12)-month period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12)-month period.

28.09 Meals

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed his or her expenses for one meal in the amount of nine dollars (\$9.00) except where free meals are provided.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of seven dollars (\$7.00) for each additional four (4)-hour period of overtime worked thereafter, except where free meals are provided.
- (c) Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- (d) Meal allowances under this clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

28.10 Transportation expenses

- (a) When an employee is required to report for work and reports under the conditions described in paragraphs 28.06 (b), (c) and 28.07 (c), and is

required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

- (i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile,
 - or
 - (ii) out-of-pocket expenses for other means of commercial transportation.
- (b) Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

ARTICLE 29

STANDBY

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

29.02

- (a) An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible, if called.
- (b) In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.
- (c) No standby payment shall be granted if an employee is unable to report for duty when required.
- (d) An employee on standby who is required to report for work and reports shall be compensated in accordance with clauses 28.06(c) or 28.07(c),

and is also eligible for reimbursement of transportation expenses in accordance with clause 28.10.

ARTICLE 30
DESIGNATED PAID HOLIDAYS

30.01 Excluded Provisions

- (a) *Employees in the Education Support (EU) bargaining unit who work the school year as defined in Appendix "C" are excluded from this Article.*
- (b) *Certain employees classified as ST, CR and AS in the GE bargaining unit (see Appendix "B") are excluded from clauses 30.06 to 30.09.*

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

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the

Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August,

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

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

30.04 Designated Holiday Coinciding with a Day of Paid Leave

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

30.05 Designated Holiday Coinciding with a Day of Rest

- (a) When a day designated as a holiday under clause 30.02 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.
- (b) When two (2) days designated as holidays under clause 30.02 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the 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.

Work Performed on a Designated Holiday

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

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

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

30.08

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

or

- (b) upon request, and with the approval of the Employer, the employee may be granted:
 - (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday,
 - and
 - (ii) pay at one and one-half (1 1/2) times the straight-time rate of pay for all hours worked up to seven and one-half (7 1/2) hours,
 - and
 - (iii) pay at two (2) times the straight-time rate of pay for all hours worked by him or her on the holiday in excess of seven and one-half (7 1/2) hours.

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

- (d) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.

- (i) When in a fiscal year an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's request, such lieu days shall be carried over for one year.
- (ii) In the absence of such request, unused lieu days shall be paid off at the employee's straight-time rate of pay in effect when the lieu day was earned.

30.09 Reporting for Work on a Designated Holiday

- (a) When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:
 - (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period; such maximum shall include any reporting pay pursuant to paragraph 28.06(c);
 - or
 - (ii) compensation in accordance with the provisions of clause 30.08.
- (b) The minimum payment referred to in subparagraph (a)(i) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 62.09 of this Agreement.
- (c) When an employee is required to report for work and reports under the conditions described in paragraph (a) and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
 - (i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile,
 - or
 - (ii) out-of-pocket expenses for other means of commercial transportation.
- (d) Other than when required by the Employer to use a vehicle of the Employer for transportation to a 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.

ARTICLE 31

RELIGIOUS OBSERVANCE

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

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

31.03 Notwithstanding clause 31.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours 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.

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

ARTICLE 32

TRAVELLING TIME

Alternate Provisions

32.01 *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 30, Designated Paid Holidays, and Article 28, Overtime, of this Agreement.*

Excluded Provisions

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

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

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

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

- (a) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer;
- (b) for travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place;
- (c) in the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

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

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

32.07

- (a) Upon request of an employee and with the approval of the Employer, compensation at the overtime rate earned under this Article may be granted in compensatory leave with pay.
- (b) Compensatory leave with pay not used by the end of a twelve month (12) period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position at the end of the twelve month (12) period.

PART IV - LEAVE PROVISIONS

ARTICLE 33
LEAVE GENERAL

33.01

- (a) When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one day being equal to seven and one-half (7 1/2) hours.
- (b) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
- (c) Notwithstanding the above, in Article 47, Bereavement Leave with Pay, a “day” will mean a calendar day.

33.02 Except as otherwise specified in this Agreement:

- (a) where leave without pay for a period in excess of three (3) months is granted to an employee, the total period of leave granted shall be deducted from “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave;
- (b) time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

33.03 An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of his or her vacation and sick leave credits.

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

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

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

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

33.08 In the event of termination of employment for reasons other than incapacity, death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave 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.

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

33.10 When an employee who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, the employee is entitled during the employee's period of leave to receive the allowance if the 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 34

VACATION LEAVE WITH PAY

Excluded provisions

This Article does not apply to certain employees in the Educational Support (EU) bargaining unit who work a school year.

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

Accumulation of Vacation Leave Credits

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

- (a) one and one-quarter ($1 \frac{1}{4}$) days until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
- (b) one and two-thirds ($1 \frac{2}{3}$) days commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- (c) two and one-twelfth ($2 \frac{1}{12}$) days commencing with the month in which the employee's nineteenth (19th) anniversary of service occurs;
 - (i) effective April 1st, 1999, two and one-twelfth ($2 \frac{1}{12}$) days commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- (d) two and one-half ($2 \frac{1}{2}$) days commencing with the month in which the employee's thirtieth (30th) anniversary of service occurs;
 - (i) effective April 1st, 1999, two and one-half ($2 \frac{1}{2}$) days commencing with the month in which the employee's twenty-ninth (29th) anniversary of service occurs;
- (e) however, an employee who has received or is entitled to receive furlough leave shall have the vacation leave credits earned under this clause, reduced by five-twelfths ($\frac{5}{12}$) of a day per month from the beginning of the month in which the employee's twentieth (20th) anniversary of service occurs until the beginning of the month in which the employee's twenty-fifth (25th) anniversary of service occurs.

34.03

- (a) For the purpose of clause 34.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, 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 one of the bargaining units listed below on the date of signing of the relevant collective agreement or an employee who became a member of those bargaining units between the date of signing of the relevant collective agreement and May 31, 1990 shall retain, for the purpose of “service” and of establishing his or her vacation entitlement pursuant to this clause, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the Public Service is terminated.

Bargaining Units	Dates of Signing
AS, EU, IS, PM	May 17, 1989
CM, CR, DA, OE, ST	May 19, 1989
WP	November 24, 1989

34.04 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 is entitled to receive an advance of credits equivalent to the anticipated credits for the current vacation year.

Scheduling of Vacation Leave With Pay

34.05

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

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

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

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

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

34.08 Advance Payments

- (a) The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.
- (b) Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to the commencement of leave. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

34.09 Recall from Vacation Leave

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

34.10 Cancellation or Alteration of Vacation Leave

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

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

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

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

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

Leave When Employment Terminates

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

34.14 Notwithstanding clause 34.13, an employee whose employment is terminated for cause pursuant to 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 34.13, if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

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

34.16 Appointment to a Separate Employer

Notwithstanding clause 34.13, 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.

ARTICLE 35
SICK LEAVE WITH PAY

Credits

35.01

- (a) An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each 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.

35.02 For the purpose of clause 35.01, an employee in the EU bargaining unit working a school year as defined in Appendix "C" is deemed to have received pay for at least ten (10) days per month during the summer break period, provided the employee continues in the employment of the Employer in the following school year.

Granting of Sick Leave

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

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

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

35.04 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 35.03(a), if the 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.

35.05 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 35.03, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to twenty-five (25) days, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

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

35.07 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.

35.08 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.

35.09 The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity pursuant to Section 11(2)(g) of the *Financial Administration Act* at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits, except where the incapacity is the result of an injury or illness for which Injury on Duty Leave has been granted pursuant to Article 37.

ARTICLE 36

MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

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

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

ARTICLE 37

INJURY-ON-DUTY LEAVE

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

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

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

ARTICLE 38
MATERNITY LEAVE WITHOUT PAY

38.01 Maternity Leave without Pay

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay 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 35, Sick Leave With Pay. For purposes of this

subparagraph, the terms “illness” or “injury” used in Article 35, Sick Leave With Pay, shall include medical disability related to pregnancy.

- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay 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.

38.02 Maternity Allowance

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

and

 - (iii) has signed an agreement with the Employer stating that:
 - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) within eighteen (18) months following her return to work, as described in section (A), should she claim the full seventeen (17) weeks of maternity allowance, she

will work a number of hours paid at the straight time calculated by multiplying the number of hours in the work week on which her maternity leave allowance was calculated by twenty-six (26);

- (C) within eighteen (18) months following her return to work, as described in section (A), should she claim only a portion of the seventeen (17) weeks of maternity allowance, she will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week on which her maternity allowance was calculated by a number determined as follows:

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

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

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

however, an employee whose specified period of employment expired and who is rehired by the same department within a period of five 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 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 eighteen (18) month period referred to in sections (a)(iii)(B) and (C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three percent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
 - and
 - (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 38.02(c)(i) will be estimated and advanced to the employee. Adjustments

will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.

- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) 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.

38.03 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
- (i) fails to satisfy the eligibility requirement specified in subparagraph 38.02 (a) (ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Longterm 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 38.02(a), other than those specified in sections (A) and (B) of subparagraph 38.02(a)(iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three percent (93%) of her weekly rate of pay and the 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 38.02 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

38.04 Transitional Provisions

- (a) If, on the date of signature of this Agreement, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.
- (b) If, on the date of signature of this Agreement, an employee is absent on maternity leave without pay and more than seventeen (17) weeks have elapsed since the termination date of her pregnancy, she may request parental leave as of the date of signing and her return to work date will be

extended subject to the provisions of the Parental Leave Without Pay Article. Time already spent on maternity leave after seventeen (17) weeks following the termination of pregnancy shall be deducted from the period of parental leave specified in paragraph 40.01 (a) unless it is for reasons related to the hospitalization of the newborn child, as specified in paragraphs 38.01(b) and (c).

ARTICLE 39

MATERNITY-RELATED REASSIGNMENT OR LEAVE

39.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the 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.

39.02 An employee's request under clause 39.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.

39.03 An employee who has made a request under clause 39.01 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.

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

39.05 Where the Employer concludes that a modification of job functions or a reassignment that would 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.

39.06 An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Employer of any change in duration of the 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 40

PARENTAL LEAVE WITHOUT PAY

40.01 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including 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 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.

40.02 Parental Allowance

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,

(ii) provides the Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and

(iii) has signed an agreement with the Employer stating that:

(A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;

(B) within ten (10) months of his or her return to work, as described in section (A), should the employee claim the full twelve (12) weeks of parental allowance, the employee will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by fifteen (15);

(C) within ten (10) months of his or her return to work, as described in section (A), should the employee claim only a portion of the full twelve (12) weeks of parental allowance, the employee will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by a number determined as follows:

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

(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:

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

however, an employee whose specified period of employment expired and who is rehired by the same department within a period of five 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 percent (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 percent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;
 - (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 40.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.

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

40.03 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 40.02(a)(ii) 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 40.02(a), other than those specified in sections (A) and (B) of subparagraph 40.02(a)(iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause 40.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the *Employment Insurance Act*, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

40.04 Transitional Provisions

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

ARTICLE 41

LEAVE WITHOUT PAY FOR

THE CARE AND NURTURING OF PRESCHOOL AGE CHILDREN

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

41.02 An employee shall be granted leave without pay for the personal care and nurturing of the employee's preschool 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 year or less shall be scheduled in a manner which ensures continued service delivery.

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

ARTICLE 42
LEAVE WITHOUT PAY FOR
THE LONG-TERM CARE OF A PARENT

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

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

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

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

ARTICLE 43
LEAVE WITH PAY FOR
FAMILY-RELATED RESPONSIBILITIES

43.01 For the purpose of this Article, family is defined as spouse (or common-law spouse resident with 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.

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

43.03 Subject to clause 43.02, the Employer shall grant leave with pay under the following circumstances:

- (a) up to one-half (1/2) day to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- (b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- (c) to provide for the immediate and temporary care of an elderly member of the employee's family;
- (d) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child, which may be divided into two (2) periods and granted on separate days.

ARTICLE 44

LEAVE WITHOUT PAY FOR PERSONAL NEEDS

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

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- (c) an employee is entitled to leave without pay for personal needs only once under each of paragraphs (a) and (b) during the employee's total period of

employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.

ARTICLE 45

MARRIAGE LEAVE WITH PAY

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

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

ARTICLE 46

LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE

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

ARTICLE 47

BEREAVEMENT LEAVE WITH PAY

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

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

be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

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

47.04 If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 47.02 and 47.03, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

47.05 It is recognized by the parties that the circumstances which call for leave in respect of bereavement 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 47.02 and 47.03.

ARTICLE 48 COURT LEAVE

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

- (a) to be available for jury selection;
- (b) to serve on a jury;
- (c) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury,
 - (ii) before a court, judge, justice, magistrate or coroner,
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,

- (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,

or

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

ARTICLE 49

PERSONNEL SELECTION LEAVE

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

ARTICLE 50

EDUCATION LEAVE WITHOUT PAY

50.01 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.

50.02 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 100% (one hundred percent) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the

amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

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

50.04

- (a) As a condition of the granting of education leave without pay, an employee shall, if required, give 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.
- (b) If the employee:
 - (i) fails to complete the course,
 - (ii) does not resume employment with the Employer on completion of the course,
 - or
 - (iii) ceases to be employed, except by reason of death or lay-off, before 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.

ARTICLE 51

CAREER DEVELOPMENT LEAVE

51.01 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:

- (a) a course given by the Employer;

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

51.02 Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in clause 51.01. The employee shall receive no compensation under Article 28, Overtime, and Article 32, Travelling Time, during time spent on career development leave provided for in this Article.

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

ARTICLE 52

EXAMINATION LEAVE WITH PAY

52.01 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.

ARTICLE 53

LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

53.01 At its discretion, the Employer may grant:

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

PART V - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

ARTICLE 54
RESTRICTION ON OUTSIDE EMPLOYMENT

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

ARTICLE 55
STATEMENT OF DUTIES

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

ARTICLE 56
DUTY ABOARD VESSELS

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

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

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

56.04 When an employee suffers loss of clothing or personal effects (those which can reasonably be expected to accompany the employee aboard the ship) because of marine disaster or shipwreck, the employee shall be reimbursed the value of those articles up to a maximum of three thousand (\$3,000) dollars based on replacement cost.

56.05

- (a) An employee shall submit to the Employer a full inventory of his or her personal effects and shall be responsible for maintaining it in a current state.
- (b) An employee or the employee's estate making a claim under this Article shall submit to the Employer reasonable proof of such loss, and shall submit an affidavit listing the individual items and values claimed.

ARTICLE 57
EMPLOYEE PERFORMANCE REVIEW
AND EMPLOYEE FILES

57.01

- (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (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.

57.02

- (a) Prior to an employee performance review the employee shall be given:
 - (i) the evaluation form which will be used for the review;
 - (ii) any written document which provides instructions to the person conducting the review;

- (b) if during the employee performance review, either the form or instructions are changed they shall be given to the employee.

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

ARTICLE 58

MEMBERSHIP FEES

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

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

ARTICLE 59

PENOLOGICAL FACTOR ALLOWANCE

General

59.01 A Penological Factor Allowance shall be payable to incumbents in some positions in the bargaining unit which are in Correctional Service Canada, subject to the following conditions.

59.02 The Penological Factor Allowance is used to provide additional compensation to an incumbent of a position who, by reason of duties being performed in a penitentiary, as defined in the *Corrections and Conditional Release Act* as amended from time to time, assumes additional responsibilities for the custody of inmates other than those exercised by the Correctional Group, and is exposed to immediate hazards of physical injury by assault and other disagreeable conditions.

Degrees of Exposure

59.03 The factor recognizes the differences between maximum, medium and minimum security penal institutions, as designated by the Employer, and

distinguishes between continual, frequent and limited degrees of exposure, as follows:

- Continual - means fulfillment of the conditions described in clause 59.02 above throughout the working day and recurring daily.
- Frequent - means fulfillment of the conditions described in clause 59.02 above for part or parts of the working day and generally recurring daily.
- Limited - means fulfillment of the conditions described in clause 59.02 above on an occasional basis.

Formula

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

Penological Factor (X)

Type of Institution

Degree of Exposure	Maximum			Medium			Minimum		
Continual	100%	X	(\$1,600)	50%	X	(\$800)	30%	X	(\$480)
Frequent	50%	X	(\$800)	30%	X	(\$480)	20%	X	(\$320)
Limited	30%	X	(\$480)	20%	X	(\$320)	10%	X	(\$160)

Amount of PFA

59.05 The value of “X” is set at \$1,600 per annum. This allowance shall be paid on the same basis as that for the employee’s regular pay.

Application of PFA

59.06 Penological Factor Allowance shall only be payable to the incumbent of a position on the establishment of, or loaned to, Correctional Staff Colleges, Regional Headquarters, and National Headquarters, when the conditions described in clause 59.02 above are applicable.

59.07 The applicability of PFA to a position and the position's degree of PFA entitlement, shall be determined by the Employer following consultation with the Alliance.

59.08 Except as prescribed in clause 59.11 below, an employee shall be entitled to receive PFA for any month in which he or she receives a minimum of ten (10) days' pay in a position(s) to which PFA applies.

59.09 Except as provided in clause 59.10 below, PFA shall be adjusted when the incumbent of a position to which PFA applies, is appointed or assigned duties in another position to which a different degree of PFA applies, regardless of whether such appointment or assignment is temporary or permanent, and for each month in which an employee performs duties in more than one position to which PFA applies, the employee shall receive the higher allowance, provided he or she has performed duties for at least ten (10) days as the incumbent of the position to which the higher allowance applies.

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

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

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

or

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

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

Public Service Superannuation Act
Public Service Disability Insurance Plan
Canada Pension Plan

Quebec Pension Plan
Employment Insurance
Government Employees Compensation Act
Flying Accident Compensation Regulations

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

ARTICLE 60

OFFENDER SUPERVISION ALLOWANCE

Excluded provisions

Employees who are eligible for the Penological Allowance are not covered by this Article.

60.01 The Offender Supervision Allowance is used to provide additional compensation to an incumbent of a Parole Officer position who is employed in the community and who, by reason of duties being performed in relation to the conditional release of offenders, as defined in the *Corrections and Conditional Release Act*, assumes responsibilities for the regular supervision of offenders.

60.02 The value of the Offender Supervision Allowance is \$1500 per annum. This allowance shall be paid on the same basis as the employee's regular pay. An employee shall be entitled to receive the allowance for any month in which he or she receives a minimum of ten (10) days' pay in a position to which the allowance applies.

60.03 The Offender Supervision Allowance shall not form part of an employee's salary except for the purposes of the following benefit plans:

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

ARTICLE 61
WASH-UP TIME

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

PART VI - PART-TIME EMPLOYEES

ARTICLE 62

PART-TIME EMPLOYEES

62.01 Definition

Part-time employee means an employee whose weekly scheduled hours of work on average are less than those established in Article 25 or in Appendix “C” (Teachers’ Aides), but not less than those prescribed in the *Public Service Staff Relations Act*.

General

62.02 Unless otherwise specified in this Article, part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work compared with thirty-seven and one-half (37 1/2).

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

62.04 The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days or thirty-seven and one-half (37 1/2) hours.

Specific Application of this Agreement

62.05 Reporting Pay

Subject to clause 62.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with sub-paragraph 28.07(c)(i), or is entitled to receive a minimum payment rather than pay for actual time worked during a period of standby, in accordance with sub-paragraphs 28.06(c)(i) or 28.07(c)(i), the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

62.06 Call-Back

When a part-time employee meets the requirements to receive call-back pay in accordance with clause 28.06(c)(i) and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

Designated Holidays

62.07 A part-time employee shall not be paid for the designated holidays but shall, instead be paid four and one-quarter percent (4 1/4 %) for all straight-time hours worked.

62.08 Subject to paragraph 25.23(d), when a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 30.02, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to seven and one-half (7 1/2) hours and double time (2T) thereafter.

62.09 A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time employee in clause 30.02, shall be paid for the time actually worked in accordance with clause 62.08, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

62.10 Vacation Leave

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal workweek, at the rate for years of service established in clause 34.02 of this Agreement, prorated and calculated as follows:

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

62.11 Sick Leave

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

62.12 Vacation and Sick Leave Administration

- (a) For the purposes of administration of clauses 62.10 and 62.11, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

62.13 Bereavement Leave

Notwithstanding clause 62.02, there shall be no prorating of a "day" in Article 47, Bereavement Leave With Pay.

62.14 Severance Pay

Notwithstanding the provisions of Article 63, Severance Pay, of this Agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full- and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

PART VII - PAY AND DURATION

ARTICLE 63
SEVERANCE PAY

63.01 Under the following circumstances and subject to clause 63.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

(a) Lay-off

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

(b) Resignation

On resignation, subject to paragraph 63.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) Rejection on Probation

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

(d) Retirement

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

or

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

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

(e) Death

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

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

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

63.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 63.01 be pyramided.

63.03 Appointment to a separate employer organization

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

ARTICLE 64

PAY ADMINISTRATION

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

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

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

64.03

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

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

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

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

64.07

- (a) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least four (4) consecutive working days or shifts, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.
- (b) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

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

ARTICLE 65
AGREEMENT REOPENER

65.01 This Agreement may be amended by mutual consent.

ARTICLE 66
DURATION

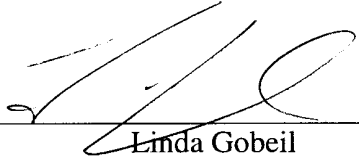
66.01 This Agreement shall expire on June 20, 1999.

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

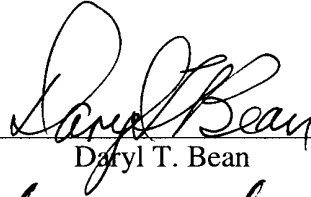
SIGNED AT OTTAWA, this 29th day of the month of December 1998.

THE TREASURY BOARD OF
CANADA

THE PUBLIC SERVICE
ALLIANCE OF CANADA



Linda Gobeil



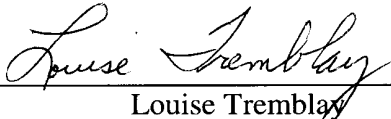
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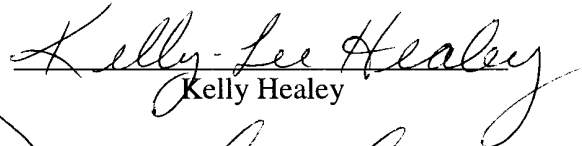
Carmen Davis



Susan Giampietri



Louise Tremblay



Kelly Healey



Gerry Roussel



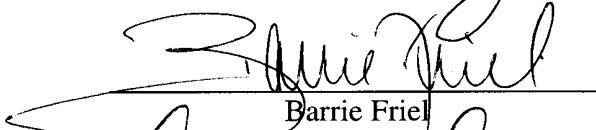
Marie-Josée Lecours



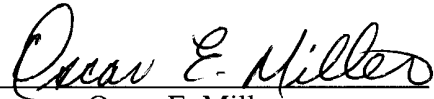
Brian Grandy



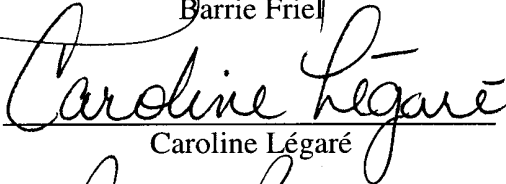
Patricia Ducharme



Barrie Friel



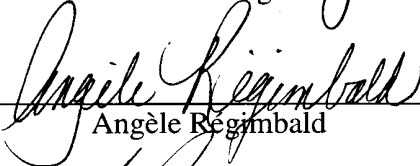
Oscar E. Miller



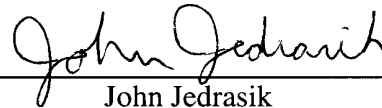
Caroline Légaré



Barbara Stewart



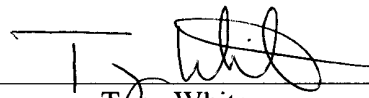
Angèle Régimbald



John Jedrasik



Susan Patterson

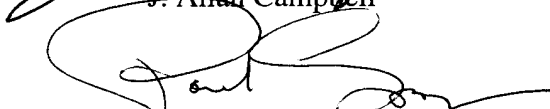


Tony White

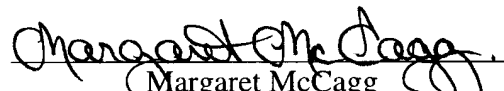
THE TREASURY BOARD OF
CANADA



J. Allan Campbell




Paul Sprague



Margaret McCagg



Danielle Châiné

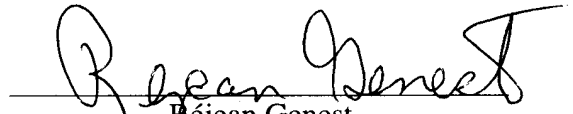


J. Marc Gagnon
Chief Negotiator

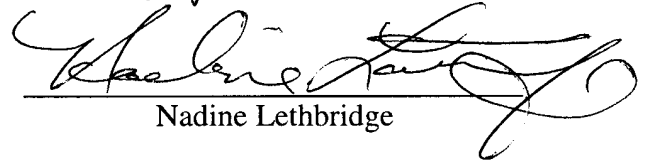
THE PUBLIC SERVICE
ALLIANCE OF CANADA



Rita Cantalini



Réjean Genest




Nadine Lethbridge



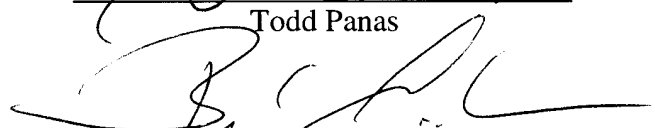
Michele Coe



Helen O'Keefe



Todd Panas



Brenda Goodman



Patti Kerr



Ron Cochrane
Chief Negotiator

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

(in dollars)

A - Effective June 21, 1997**B - Effective June 21, 1998****X - Restructuring effective April 1, 1999****AS - TECHNOLOGICAL INSTITUTE RECRUITMENT**

From:	\$	17994	to	28397
To:	A	18444	to	29107
	B	18813	to	29689

AS - DEVELOPMENT

From:	\$	20422	to	31965
To:	A	20933	to	32764
	B	21352	to	33419

AS-1

From:	\$	32107	33378	34649	35914	37180
To:	A	32910	34212	35515	36812	38110
	B	33568	34896	36225	37548	38872
	X		34896	36225	37548	38872

AS-2

From:	\$	35728	37150	38571	39994
To:	A	36621	38079	39535	40994
	B	37353	38841	40326	41814
	X		38841	40326	41814

AS-3

From:	\$	38079	39549	41020	42486
To:	A	39031	40538	42046	43548
	B	39812	41349	42887	44419
	X		41349	42887	44419

AS-4

From:	\$	41129	42678	44219	45769
To:	A	42157	43745	45324	46913
	B	43000	44620	46230	47851
	X		44620	46230	47851

AS-5

From:	\$	47965	49814	51648	53492
To:	A	49164	51059	52939	54829
	B	50147	52080	53998	55926
	X		52080	53998	55926

AS-6

From:	\$	55777	57943	60109	62271
To:	A	57171	59392	61612	63828
	B	58314	60580	62844	65105
	X		60580	62844	65105

AS-7

From:	\$	60605	to	70540
To:	A	62120	to	72304
	B	63362	to	73750

AS-8

From:	\$	61326	to	75002
To:	A	62859	to	76877
	B	64116	to	78415

ADMINISTRATIVE SERVICES GROUP
PAY NOTES

PAY INCREMENT

1. Full-Time Employees

- (a) The pay increment period for full-time employees at levels AS-TIRL and AS-DEV is 26 weeks and for full-time employees at levels AS-1 to AS-8 is 52 weeks.
- (b) The pay increment date for a full-time employee appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after June 21, 1976 shall be the first Monday following the pay increment period as calculated from the date of the promotion, demotion or appointment from outside the Public Service. The pay increment periods listed in Pay Note 1(a) above will continue to apply to employees appointed prior to June 21, 1976.

2. Part-Time Employees

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

3. Levels AS-DEV and AS-TIRL

- (a) For employees in the Administrative Services - Technological Institute Recruitment range, an increase at the end of an increment period shall be to a rate in the pay range which is one hundred and twenty dollars (\$120)

higher than the rate at which the employee is being paid or, if there is no such rate, to the maximum of the pay range.

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

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

Pay increases within the Level AS-7 or AS-8 performance pay range shall be in accordance with the directive governing Performance Pay for Represented Employees in the Administrative and Foreign Service Category, except that the term “increment” in the directive shall mean an amount equal to \$500 for the performance pay range effective June 21, 1997 and June 21, 1998, provided the maximum of the range is not exceeded.

PAY ADJUSTMENT

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

- (a) An employee being paid in the Administrative Services - Technological Institute Recruitment or Development ranges shall have his or her rate of pay increased on June 21, 1997, to a rate of pay within the “A” range shown in Appendix “A” which is two decimal five percent (2.5%) higher than his or her former rate of pay, or if there is no such rate, to the maximum of the range.
- (b) An employee being paid in the Administrative Services - Technological Institute Recruitment or Development ranges shall have his or her rate of pay increased on June 21, 1998, to a rate of pay within the “B” range shown in Appendix “A” which is two percent (2.0%) higher than his or her former rate of pay, or if there is no such rate, to the maximum of the range.

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

- (a) An employee who on June 21, 1997 was paid at Level AS-7 or AS-8 shall be paid, effective June 21, 1997 within the “A” performance pay range at a rate of pay which is two decimal five percent (2.5%) higher than his or her former rate of pay, rounded to the nearest multiple of \$100.

- (b) An employee who on June 21, 1998 was paid at Level AS-7 or AS-8 shall be paid, effective June 21, 1998 within the "B" performance pay range at a rate of pay which is two percent (2.0%) higher than his or her former rate of pay, rounded to the nearest multiple of \$100.

RESTRUCTURING

- 7. All employees at the minimum of a level for which a restructuring is effective April 1, 1999 will move to the new minimum of their level on April 1, 1999.

APPENDIX "A"**CM - COMMUNICATIONS GROUP****ANNUAL RATES OF PAY**

(in dollars)

A- Effective June 22, 1997**B- Effective June 22, 1998****X - Restructuring effective April 1, 1999****CM-1**

From:	\$	20195	20842	21478	22108	22745
To:	A	20700	21363	22015	22661	23314
	B	21114	21790	22455	23114	23780
	X		21790	22455	23114	23780

CM-2

From:	\$	23046	23754	24458	25163
To:	A	23622	24348	25069	25792
	B	24094	24835	25570	26308
	X		24835	25570	26308

CM-3

From:	\$	25398	26193	26967	27750
To:	A	26033	26848	27641	28444
	B	26554	27385	28194	29013
	X		27385	28194	29013

CM-4

From:	\$	28197	29069	29943	30817
To:	A	28902	29796	30692	31587
	B	29480	30392	31306	32219
	X		30392	31306	32219

CM-5

From:	\$	29505	30425	31340	32264	33180
To:	A	30243	31186	32124	33071	34010
	B	30848	31810	32766	33732	34690
	X		31810	32766	33732	34690

CM-6

From:	\$	32124	33127	34145	35145	36154	37162
To:	A	32927	33955	34999	36024	37058	38091
	B	33586	34634	35699	36744	37799	38853
	X		34634	35699	36744	37799	38853

From:	\$	38174
To:	A	39128
	B	39911
	X	39911

CM-7

From:	\$	35172	36285	37394	38500	39611	40720
To:	A	36051	37192	38329	39463	40601	41738
	B	36772	37936	39096	40252	41413	42573
	X		37936	39096	40252	41413	42573

From:	\$	41830
To:	A	42876
	B	43734
	X	43734

**COMMUNICATIONS GROUP
PAY NOTES**

PAY INCREMENT

1. Full-Time Employees

- (a) The increment period for full-time employees at CM-1 is semi-annual and for full-time employees above CM-1 is annual.
- (b) The pay increment date for an employee appointed after April 8, 1975 shall be the first Monday following the first anniversary date of this appointment.

2. Part-Time Employees

- (a) Part-time employees at levels CM-2 to CM-7 shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.
- (b) Part-time employees at level CM-1 shall be eligible to receive a pay increment when the employee has worked a total of nine hundred and seventy-five (975) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.

RESTRUCTURING

- 3. All employees at the minimum of a level for which a restructuring is effective April 1, 1999 will move to the new minimum of their level on April 1, 1999.

APPENDIX "A"**CR - CLERICAL AND REGULATORY GROUP****ANNUAL RATES OF PAY**

(in dollars)

A - Effective June 12, 1997**B - Effective June 21, 1997****C - Effective June 21, 1998****CR-1**

From:	\$	16999	17478	17967	18450	18927	19414
To:	*A	21714	22193	22682	23166	23643	24130
	B	22257	22748	23249	23745	24234	24733
	C	22702	23203	23714	24220	24719	25228

CR-2

From:	\$	20126	20704	21272	21842
To:	*A	23388	23966	24534	25105
	B	23973	24565	25147	25733
	C	24452	25056	25650	26248

CR-3

From:	\$	24015	24756	25500	26245
To:	*A	26400	27142	27886	28631
	B	27060	27821	28583	29347
	C	27601	28377	29155	29934

CR-4

From:	\$	26657	27490	28323	29150
To:	*A	28965	29799	30632	31460
	B	29689	30544	31398	32247
	C	30283	31155	32026	32892

CR-5

From:	\$	30256	31199	32151	33092
To:	*A	32706	33650	34602	35544
	B	33524	34491	35467	36433
	C	34194	35181	36176	37162

CR-6

From:	\$	32578	33604	34624	35653
To:	*A	34837	35864	36884	37914
	B	35708	36761	37806	38862
	C	36422	37496	38562	39639

CR-7

From:	\$	38112	39314	40516	41724
To:	*A	39781	40983	42186	43395
	B	40776	42008	43241	44480
	C	41592	42848	44106	45370

* Includes Special Pay Adjustment (see pay note 4).

**CLERICAL AND REGULATORY GROUP
PAY NOTES**

WORK MEASUREMENT PLAN

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

PAY INCREMENT

2. Full-Time Employees

The pay increment date for an employee, appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after March 4, 1976, shall be the first Monday following the pay increment period listed below as calculated from the date of the promotion, demotion or appointment from outside the Public Service. The pay increment periods listed below will continue to apply to employees appointed prior to March 4, 1976.

Pay Increment Periods

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

3. Part-Time Employees

- (a) Part-time employees at levels CR-2 to CR-7 shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.
- (b) Part-time employees at level CR-1 shall be eligible to receive a pay increment when the employee has worked a total of nine hundred and seventy-five (975) hours at the hourly rate of pay during a period of

employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.

SPECIAL PAY ADJUSTMENT

4. The following Special Pay Adjustment applies to the group and levels below and is subject to the terms and conditions of the Memorandum of Agreement between the Treasury Board and Public Service Alliance of Canada on Special Pay Adjustments.

	Effective June 12, 1997 to June 20, 1997 (Annual Amount)	Effective June 21, 1997 to June 20, 1998 (Annual Amount)	Effective June 21, 1998 to June 20, 1999 (Annual Amount)
CR-1	\$4,706	\$4,824	\$4,920
CR-2	\$3,252	\$3,333	\$3,400
CR-3	\$2,373	\$2,433	\$2,481
CR-4	\$2,295	\$2,353	\$2,400
CR-5	\$2,435	\$2,496	\$2,546
CR-6	\$2,243	\$2,299	\$2,345
CR-7	\$1,650	\$1,691	\$1,725

APPENDIX "A"**DA - DATA PROCESSING GROUP****ANNUAL RATES OF PAY**

(in dollars)

A - Effective August 29, 1997**B - Effective August 29, 1998****SUBGROUP: DATA CONVERSION****DA-CON-1**

From:	\$	17746	18354	18964	19576	20187	20797
To:	*A	22178	22801	23426	24054	24680	25305
	B	22537	23170	23806	24444	25080	25715

From:	\$	21401	22009	22622	23235
To:	*A	25924	26548	27176	27804
	B	26344	26978	27616	28254

DA-CON-2

From:	\$	21995	22668	23342	24017	24699	25399
To:	*A	24361	25051	25742	26434	27133	27850
	B	24756	25457	26159	26862	27573	28301

DA-CON-3

From:	\$	25306	26091	26873	27656
To:	*A	28506	29311	30112	30915
	B	28968	29786	30600	31416

DA-CON-4

From:	\$	27764	28624	29496	30359
To:	*A	35633	36515	37408	38293
	B	36210	37107	38014	38913

DA-CON-5

From:	\$	30470	31422	32378	33332
To:	*A	37612	38588	39568	40546
	B	38221	39213	40209	41203

DA-CON-6

From:	\$	33312	34361	35407	36453
To:	*A	39290	40366	41438	42510
	B	39926	41020	42109	43199

DA-CON-7

From:	\$	36595	37752	38905	40064
To:	A	37510	38696	39878	41066
	B	38118	39323	40524	41731

DA-CON-8

From:	\$	40219	41493	42767	44051
To:	A	41224	42530	43836	45152
	B	41892	43219	44546	45883

SPECIAL LEVEL C

From:	\$	27188
To:	A	27868
	B	28319

* Includes Special Pay Adjustment (see pay note 4).

APPENDIX "A"**DA - DATA PROCESSING GROUP****ANNUAL RATES OF PAY**

(in dollars)

A - Effective August 29, 1997**B - Effective August 29, 1998****X - Restructuring effective April 1, 1999****SUBGROUP: DATA PRODUCTION****DA-PRO-1**

From:	\$	17680	18290	18887	19497	20112	20712
To:	A	18122	18747	19359	19984	20615	21230
	B	18484	19122	19746	20384	21027	21655
	X		19122	19746	20384	21027	21655

From:	\$	21318	21917	22633	23342	24017	24699
To:	A	21851	22465	23199	23926	24617	25316
	B	22288	22914	23663	24405	25109	25822
	X	22288	22914	23663	24405	25109	25822

From:	\$	25399
To:	A	26034
	B	26555
	X	26555

DA-PRO-2

From:	\$	25727	26530	27333	28127
To:	A	26370	27193	28016	28830
	B	26897	27737	28576	29407
	X		27737	28576	29407

DA-PRO-3

From:	\$	28775	29683	30589	31486
To:	A	29494	30425	31354	32273
	B	30084	31034	31981	32918
	X		31034	31981	32918

DA-PRO-4

From:	\$	32043	33055	34056	35066
To:	A	32844	33881	34907	35943
	B	33501	34559	35605	36662
	X		34559	35605	36662

DA-PRO-5

From:	\$	35646	36772	37894	39022
To:	A	36537	37691	38841	39998
	B	37268	38445	39618	40798
	X		38445	39618	40798

DA-PRO-6

From:	\$	39848	41105	42370	43635
To:	A	40844	42133	43429	44726
	B	41661	42976	44298	45621
	X		42976	44298	45621

DA-PRO-7

From:	\$	44552	45961	47389	48804
To:	A	45666	47110	48574	50024
	B	46579	48052	49545	51024
	X		48052	49545	51024

**DATA PROCESSING GROUP
PAY NOTES**

WORK MEASUREMENT PLAN

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

PAY INCREMENT

2. Full-Time Employees

- (a) The pay increment date for an employee, appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after April 29, 1976, shall be the first Monday following the pay increment period listed below as calculated from the date of the promotion, demotion or appointment from outside the Public Service. The pay increment periods listed below will continue to apply to employees appointed prior to April 29, 1976:

Pay Increment Periods

Level	Full-Time Employees
DA-CON-1 (Steps 1 to 8 inclusive)	26 weeks
DA-PRO-1 (Steps 1 to 9 inclusive)	26 weeks
DA-CON-1 (Steps 9 and 10)	52 weeks
DA-PRO-1 (Steps 10 to 13)	52 weeks
DA-CON-2 to DA-CON-8	52 weeks
DA-PRO-2 to DA-PRO-7	52 weeks

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

beyond the ninth step is contingent on meeting specified standards of proficiency and performance.

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

3. *Part-Time Employees*

- (a) Part-time employees at groups and levels for which the pay increment period is 52 weeks shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.
- (b) Part-time employees at groups and levels for which the pay increment period is 26 weeks shall be eligible to receive a pay increment when the employee has worked a total of nine hundred and seventy-five (975) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.

SPECIAL PAY ADJUSTMENT (DA-CON)

4. The following Special Pay Adjustment applies to the group and levels below and is subject to the terms and conditions of the Memorandum of Agreement between the Treasury Board and Public Service Alliance of Canada on Special Pay Adjustments.

	Effective August 29, 1997 to August 28, 1998 (Annual Amount)	Effective August 29, 1998 to June 20, 1999 (Annual Amount)
DACON-1	\$3,988	\$4,053
DACON-2	\$1,816	\$1,846
DACON-3	\$2,568	\$2,609
DACON-4	\$7,175	\$7,291
DACON-5	\$6,381	\$6,484
DACON-6	\$5,146	\$5,229
DACON-7	\$0	\$0
DACON-8	\$0	\$0

RESTRUCTURING (DA-PRO)

5. All employees at the minimum of a level for which a restructuring is effective April 1, 1999 will move to the new minimum of their level on April 1, 1999.

APPENDIX "A"**EU - EDUCATIONAL SUPPORT****ANNUAL RATES OF PAY**

(in dollars)

A - Effective March 1, 1997**B - Effective June 21, 1997****C - Effective June 21, 1998****SUBGROUP: TEACHER'S AIDE
(10 MONTH PAY PLAN)****REGION: MARITIMES**

From:	\$	14089	15023	15950	16881	17820	18752
To:	*A	18480	19421	20356	21294	22240	23179
	B	18942	19907	20865	21826	22796	23758
	C	19321	20305	21282	22263	23252	24233

From:	\$	19676
To:	*A	24110
	B	24713
	C	25207

REGION: QUEBEC

From:	\$	16646	17520	18390	19262	20129	21009
To:	*A	21057	21938	22814	23693	24567	25453
	B	21583	22486	23384	24285	25181	26089
	C	22015	22936	23852	24771	25685	26611

From:	\$	21879
To:	*A	26330
	B	26988
	C	27528

REGION: ONTARIO

From:	\$	14989	15927	16874	17817	18764	19704
To:	*A	19387	20332	21287	22237	23191	24138
	B	19872	20840	21819	22793	23771	24741
	C	20269	21257	22255	23249	24246	25236

From:	\$	20653
To:	*A	25095
	B	25722
	C	26236

REGION: MANITOBA

From:	\$	15171	15991	16813	17626	18440	19267
To:	*A	19571	20397	21225	22044	22865	23698
	B	20060	20907	21756	22595	23437	24290
	C	20461	21325	22191	23047	23906	24776

From:	\$	20083
To:	*A	24520
	B	25133
	C	25636

REGION: SASKATCHEWAN

From:	\$	15017	15953	16889	17825	18762	19697
To:	*A	19415	20359	21302	22245	23189	24131
	B	19900	20868	21835	22801	23769	24734
	C	20298	21285	22272	23257	24244	25229

From:	\$	20625
To:	*A	25067
	B	25694
	C	26208

REGION: ALBERTA

From:	\$	15308	16285	17261	18241	19223	20199
To:	*A	19709	20693	21677	22664	23654	24637
	B	20202	21210	22219	23231	24245	25253
	C	20606	21634	22663	23696	24730	25758

From:	\$	21178
To:	*A	25624
	B	26265
	C	26790

REGION: BRITISH COLUMBIA

From:	\$	14906	15894	16890	17892	18880	19877
To:	*A	19304	20299	21303	22312	23308	24313
	B	19787	20806	21836	22870	23891	24921
	C	20183	21222	22273	23327	24369	25419

From:	\$	20870
To:	*A	25313
	B	25946
	C	26465

* Includes Special Pay Adjustment (see pay note 11).

APPENDIX "A"**EU - EDUCATIONAL SUPPORT****ANNUAL RATES OF PAY**

(in dollars)

A - Effective March 1, 1997**B - Effective June 21, 1997****C - Effective June 21, 1998****SUBGROUP: LANGUAGE INSTRUCTOR AND PHYSICAL EDUCATION****LAI-1 and PEI-1**

From:	\$	24495	25350	26196	27038	27884	28734
To:	A	24684	25545	26398	27246	28099	28955
	B	25301	26184	27058	27927	28801	29679
	C	25807	26708	27599	28486	29377	30273

From:	\$	29577
To:	A	29805
	B	30550
	C	31161

PEI-2

From:	\$	32077	33152	34238	35324	36405	37484
To:	*A	44668	45752	46846	47940	49030	50117
	B	45785	46896	48017	49139	50256	51370
	C	46701	47834	48977	50122	51261	52397

* Includes Special Pay Adjustment (see pay note 11).

**EDUCATIONAL SUPPORT GROUP
PAY NOTES**

TEACHER'S AIDE

1. An employee on a twelve (12) month work year is entitled to be paid for services rendered at rates of pay which are higher, by twenty percent (20%), than the rates of pay on the pay scale as set forth in Appendix "A".
2. The Employer will continue the present practice of paying teachers of the Department of Indian and Northern Affairs on a bi-monthly basis, with one pay cheque in July and August.
3. An employee in the Department of Indian and Northern Affairs who commences a new school year in the month of July or the month of August is entitled to be paid from the commencement of the employee's school year at the rate of pay that becomes effective on the following September 1st, including the applicable increment provided the employee has given satisfactory service.
4. ***Changes in Rates of Pay after Appointment***
 - (a) After appointment, an employee on a school year will be granted annual increments on September 1st of each year provided the employee has received pay for at least six months since the last increment or since appointment, and has given satisfactory service.
 - (b) Subject to satisfactory performance of duties, an employee on a twelve (12) month work year will be granted annual increments on the first Monday following the anniversary date of the employee's most recent appointment.
5. No employee will receive a rate of pay lower than the rate of pay he or she was receiving when, by mutual agreement, the employee is transferred from one region to another during the school year. The higher rate of pay will be paid for the remainder of that school year only. Should the rate of pay in the new region be higher, the higher rate will apply.
6. A teacher's aide who is required to take the full responsibilities of a classroom and discharge the duties of a regular classroom teacher although the employee does not meet the requirements of Level 1

qualifications of the elementary and secondary teaching sub-group, is placed at the step corresponding to the rate of pay of Level 1 minus \$500 for a period not extending beyond the current school year.

7. The salary to be paid to employees in the Teacher's Aide Sub-group shall be the rate in the scale for the appropriate region.

LANGUAGE INSTRUCTOR AND PHYSICAL EDUCATION

8. The pay increment date of an employee shall be the first Monday following the anniversary date of the employee's appointment.

PART-TIME EMPLOYEES

9. A part-time employee on a school year will be granted a pay increment provided the part-time employee has received pay equivalent to six months' pay for a full-time employee since appointment or the last increment and the part-time employee has given satisfactory service.
10. Subject to satisfactory performance of duties, a part-time employee on a twelve (12) month work year shall be eligible to receive a pay increment when the part-time employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.

SPECIAL PAY ADJUSTMENT

11. The following Special Pay Adjustment applies to the group and levels below and is subject to the terms and conditions of the Memorandum of Agreement between the Treasury Board and Public Service Alliance of Canada on Special Pay Adjustments.

	Effective March 1, 1997 to June 20, 1997 (Annual Amount)	Effective June 21, 1997 to June 20, 1998 (Annual Amount)	Effective June 21, 1998 to June 20, 1999 (Annual Amount)
EU-PEI-1/ EU-LAI-1	\$0	\$0	\$0
EU-PEI-2	\$12,344	\$12,653	\$12,906
EU-TEA	\$4,283	\$4,390	\$4,478

APPENDIX "A"**IS - INFORMATION SERVICES GROUP****ANNUAL RATES OF PAY**

(in dollars)

A - Effective June 24, 1997**B - Effective June 24, 1998****X - Restructuring effective April 1, 1999****IS-1**

From:	\$	17849	to	30138	*	/	30475	31686
To:	A	18295	to	30891	*	/	31237	32478
	B	18661	to	31509	*	/	31862	33128

From:	\$	32901	34111
To:	A	33724	34964
	B	34398	35663

* (with increments of \$60)

IS-2

From:	\$	35974	37371	38769	40162
To:	A	36873	38305	39738	41166
	B	37610	39071	40533	41989
	X		39071	40533	41989

IS-3

From:	\$	41628	43282	44926	46588
To:	A	42669	44364	46049	47753
	B	43522	45251	46970	48708
	X		45251	46970	48708

IS-4

From:	\$	48141	50272	52233	54188
To:	A	49345	51529	53539	55543
	B	50332	52560	54610	56654
	X		52560	54610	56654

IS-5

From:	\$	56243	58552	60873	63193
To:	A	57649	60016	62395	64773
	B	58802	61216	63643	66068
	X		61216	63643	66068

IS-6

From:	\$	56292	to	67814
To:	A	57699	to	69509
	B	58853	to	70899

INFORMATION SERVICES GROUP
PAY NOTES

PAY INCREMENT

1. *Full-Time Employees*

- (a) The pay increment period for a full-time employee in the IS-1 Development portion is 26 weeks and for full-time employees in the Lock-Step portion of IS-1 and at levels IS-2 to IS-5 is 52 weeks. A pay increment shall be to the next rate in the scale of rates.
- (b) The pay increment date for a full-time employee, appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after September 9, 1976, shall be the first Monday following the pay increment period as calculated from the date of the promotion, demotion or appointment from outside the Public Service. The pay increment periods listed in Pay Note 1(a) above will continue to apply to employees appointed prior to September 9, 1976.

2. *Part-Time Employees*

- (a) Part-time employees in the Lock-Step portion of IS-1 and at levels IS-2 to IS-5 shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.
- (b) Part-time employees in the IS-1 Development portion shall be eligible to receive a pay increment when the employee has worked a total of nine hundred and seventy-five (975) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.

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

For employees being paid in the Development portion of the IS-1 range characterized by \$60 increments, a pay increment at the end of an

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

4. *Level IS-6*

Pay increases within the level IS-6 performance pay range shall be in accordance with the directive governing Performance Pay for Represented Employees in the Administrative and Foreign Service Category, except that the term "increment" in the directive shall mean an amount equal to \$500 for the performance pay ranges provided the maximum of the range is not exceeded.

PAY ADJUSTMENT

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

- (a) An employee being paid in the Development portion of the IS-1 range characterized by \$60 increments shall be paid, effective June 24, 1997 at a rate within the "A" range shown in Appendix "A" which is two decimal five percent (2.5%) higher than his or her former rate of pay.
- (b) An employee being paid in the Development portion of the IS-1 range characterized by \$60 increments shall be paid, effective June 24, 1998 at a rate within the "B" range shown in Appendix "A" which is two percent (2.0 %) higher than his or her former rate of pay.

6. *Level IS-6*

- (a) An employee who on June 24, 1997 was paid at Level IS-6 shall be paid, effective June 24, 1997 within the "A" performance pay range at a rate of pay which is two decimal five percent (2.5%) higher than his or her former rate of pay.
- (b) An employee who on June 24, 1998 was paid at Level IS-6 shall be paid, effective June 24, 1998 within the "B" performance pay range at a rate of pay which is two percent (2.0%) higher than his or her former rate of pay.

RESTRUCTURING

7. All employees at the minimum of a level for which a restructuring is effective April 1, 1999 will move to the new minimum of their level on April 1, 1999.

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

(in dollars)

A - Effective May 9, 1997**B - Effective June 21, 1997****C - Effective June 21, 1998****X - Restructuring effective April 1, 1999****SUBGROUP: BOOKKEEPING EQUIPMENT OPERATOR****OE-BEO-1**

From:	\$	16648	17172	17709	18237	18765	19296
To:	A	16696	17222	17760	18290	18819	19352
	B	17113	17653	18204	18747	19289	19836
	C	17455	18006	18568	19122	19675	20233
	X		18006	18568	19122	19675	20233

From:	\$	19828	20361
To:	A	19886	20420
	B	20383	20931
	C	20791	21350
	X	20791	21350

OE-BEO-2

From:	\$	20677	21316	21950	22601	23279	23953
To:	A	20737	21378	22014	22667	23347	24022
	B	21255	21912	22564	23234	23931	24623
	C	21680	22350	23015	23699	24410	25115
	X		22350	23015	23699	24410	25115

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

(in dollars)

- A - Effective May 9, 1997**
B - Effective June 21, 1997
C - Effective June 21, 1998
X - Restructuring effective April 1, 1999

SUBGROUP: CALCULATING EQUIPMENT OPERATOR**OE-CEO-1**

From:	\$	16648	17172	17709	18237	18765	19296
To:	A	16696	17222	17760	18290	18819	19352
	B	17113	17653	18204	18747	19289	19836
	C	17455	18006	18568	19122	19675	20233
	X		18006	18568	19122	19675	20233

From:	\$	19828	20361
To:	A	19886	20420
	B	20383	20931
	C	20791	21350
	X	20791	21350

OE-CEO-2

From:	\$	20677	21316	21950	22601	23279	23953
To:	A	20737	21378	22014	22667	23347	24022
	B	21255	21912	22564	23234	23931	24623
	C	21680	22350	23015	23699	24410	25115
	X		22350	23015	23699	24410	25115

OE-CEO-3

From:	\$	23016	23768	24491	25226	25965
To:	A	23083	23837	24562	25299	26040
	B	23660	24433	25176	25931	26691
	C	24133	24922	25680	26450	27225
	X		24922	25680	26450	27225

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

(in dollars)

A - Effective May 9, 1997**B - Effective June 21, 1997****C - Effective June 21, 1998****X - Restructuring effective April 1, 1999****SUBGROUP: DUPLICATING EQUIPMENT OPERATOR****OE-DEO-1**

From:	\$	16648	17172	17709	18237	18765	19296
To:	A	16696	17222	17760	18290	18819	19352
	B	17113	17653	18204	18747	19289	19836
	C	17455	18006	18568	19122	19675	20233
	X		18006	18568	19122	19675	20233

From:	\$	19828	20361
To:	A	19886	20420
	B	20383	20931
	C	20791	21350
	X	20791	21350

OE-DEO-2

From:	\$	20677	21316	21950	22601	23279	23953
To:	A	20737	21378	22014	22667	23347	24022
	B	21255	21912	22564	23234	23931	24623
	C	21680	22350	23015	23699	24410	25115
	X		22350	23015	23699	24410	25115

OE-DEO-3

From:	\$	23016	23768	24491	25226	25965
To:	A	23083	23837	24562	25299	26040
	B	23660	24433	25176	25931	26691
	C	24133	24922	25680	26450	27225
	X		24922	25680	26450	27225

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

(in dollars)

A - Effective May 9, 1997**B - Effective June 21, 1997****C - Effective June 21, 1998****X - Restructuring effective April 1, 1999****SUBGROUP: MAILING SERVICE EQUIPMENT OPERATOR****OE-MSE-1**

From:	\$	16648	17172	17709	18237	18765	19296
To:	A	16696	17222	17760	18290	18819	19352
	B	17113	17653	18204	18747	19289	19836
	C	17455	18006	18568	19122	19675	20233
	X		18006	18568	19122	19675	20233

From:	\$	19828	20361
To:	A	19886	20420
	B	20383	20931
	C	20791	21350
	X	20791	21350

OE-MSE-2

From:	\$	20677	21316	21950	22601	23279	23953
To:	A	20737	21378	22014	22667	23347	24022
	B	21255	21912	22564	23234	23931	24623
	C	21680	22350	23015	23699	24410	25115
	X		22350	23015	23699	24410	25115

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

(in dollars)

A - Effective May 9, 1997**B - Effective June 21, 1997****C - Effective June 21, 1998****X - Restructuring effective April 1, 1999****SUBGROUP: MICROPHOTOGRAPHY EQUIPMENT OPERATOR****OE-MEO-1**

From:	\$	16648	17172	17709	18237	18765	19296
To:	A	16696	17222	17760	18290	18819	19352
	B	17113	17653	18204	18747	19289	19836
	C	17455	18006	18568	19122	19675	20233
	X		18006	18568	19122	19675	20233

From:	\$	19828	20361
To:	A	19886	20420
	B	20383	20931
	C	20791	21350
	X	20791	21350

OE-MEO-2

From:	\$	20677	21316	21950	22601	23279	23953
To:	A	20737	21378	22014	22667	23347	24022
	B	21255	21912	22564	23234	23931	24623
	C	21680	22350	23015	23699	24410	25115
	X		22350	23015	23699	24410	25115

OE-MEO-3

From:	\$	23016	23768	24491	25226	25965
To:	A	23083	23837	24562	25299	26040
	B	23660	24433	25176	25931	26691
	C	24133	24922	25680	26450	27225
	X		24922	25680	26450	27225

OE-MEO-4

From:	\$	25172	25983	26792	27608	28414
To:	A	25245	26058	26870	27688	28496
	B	25876	26709	27542	28380	29208
	C	26394	27243	28093	28948	29792
	X		27243	28093	28948	29792

OE-MEO-5

From:	\$	29400	30358	31308	32262	33218
To:	A	29485	30446	31399	32356	33314
	B	30222	31207	32184	33165	34147
	C	30826	31831	32828	33828	34830
	X		31831	32828	33828	34830

**OFFICE EQUIPMENT GROUP
PAY NOTES**

PAY INCREMENT

1. Full-time Employees

The pay increment date for an employee, appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after September 2, 1976, shall be the first Monday following the pay increment period listed below as calculated from the date of the promotion, demotion or appointment from outside the Public Service. The pay increment periods listed below will continue to apply to employees appointed prior to September 2, 1976. Progression beyond the third step in the salary range of the OE-1 level is contingent on meeting specific standards of proficiency and performance.

Pay Increment Periods

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

2. Part-Time Employees

- (a) Part-time employees at levels for which the pay increment period is 52 weeks shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date

shall be the first working day following completion of the hours specified in this paragraph.

- (b) Part-time employees at levels for which the pay increment period is 26 weeks shall be eligible to receive a pay increment when the employee has worked a total of nine hundred and seventy-five (975) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.

RESTRUCTURING

- 3. All employees at the minimum of a level for which a restructuring is effective April 1, 1999 will move to the new minimum of their level on April 1, 1999.

APPENDIX "A"**PM - PROGRAMME ADMINISTRATION GROUP****ANNUAL RATES OF PAY**

(in dollars)

A - Effective June 21, 1997**B - Effective June 21, 1998****X - Restructuring effective April 1, 1999****PM - TECHNOLOGICAL INSTITUTE RECRUITMENT**

From:	\$	17994	to	28397	(with increments of \$60)
To:	A	18444	to	29107	(with increments of \$60)
	B	18813	to	29689	(with increments of \$60)

PM - DEVELOPMENT

From:	\$	20422	to	31965	(with increments of \$60)
To:	A	20933	to	32764	(with increments of \$60)
	B	21352	to	33419	(with increments of \$60)

PM-1A

From:	\$	29668	30845	32020	33199
To:	A	30410	31616	32821	34029
	B	31018	32248	33477	34710
	X		32248	33477	34710

PM-1

From:	\$	29562	30889	32219	33547	34875	36201
To:	A	30301	31661	33024	34386	35747	37106
	B	30907	32294	33684	35074	36462	37848
	X		32294	33684	35074	36462	37848

PM-2

From:	\$	35616	37120	38623	40123
To:	A	36506	38048	39589	41126
	B	37236	38809	40381	41949
	X		38809	40381	41949

PM-3

From:	\$	38643	40202	41754	43313
To:	A	39609	41207	42798	44396
	B	40401	42031	43654	45284
	X		42031	43654	45284

PM-4

From:	\$	42162	43946	45729	47514
To:	A	43216	45045	46872	48702
	B	44080	45946	47809	49676
	X		45946	47809	49676

PM-5

From:	\$	50388	52532	54674	56821
To:	A	51648	53845	56041	58242
	B	52681	54922	57162	59407
	X		54922	57162	59407

PM-6

From:	\$	59113	61652	64191	66729
To:	A	60591	63193	65796	68397
	B	61803	64457	67112	69765
	X		64457	67112	69765

PM-7

From:	\$	61326	to	75002
To:	A	62859	to	76877
	B	64116	to	78415

PROGRAMME ADMINISTRATION GROUP
PAY NOTES

PAY INCREMENT

1. Full-Time Employees

- (a) The pay increment period for full-time employees at levels PM-TIRL and PM-DEV is 26 weeks and for full-time employees at levels PM-1 to PM-6 is 52 weeks. A pay increment shall be to the next rate in the scale of rates.
- (b) The pay increment date for a full-time employee appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after April 23, 1976 shall be the first Monday following the pay increment period as calculated from the date of the promotion, demotion or appointment from outside the Public Service.

2. Part-Time Employees

- (a) Part-time employees at levels for which the pay increment period is 52 weeks shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.
- (b) Part-time employees at levels for which the pay increment period is 26 weeks shall be eligible to receive a pay increment when the employee has worked a total of nine hundred and seventy-five (975) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.

3. Levels PM-TIRL and PM-DEV

- (a) For employees in the Programme Administration - Technological Institute Recruitment range, an increase at the end of an increment period shall be to a rate in the pay range which is one hundred and twenty dollars

(\$120) higher than the rate at which the employee is being paid or, if there is no such rate, to the maximum of the pay range.

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

4. *Level PM-7*

Pay increases within the Level PM-7 performance pay range shall be in accordance with the directive governing Performance Pay for Represented Employees in the Administrative and Foreign Service Category, except that the term "increment" in the directive shall mean an amount equal to \$500 for the performance pay range effective June 21, 1997 and June 21, 1998 provided the maximum of the range is not exceeded.

PAY ADJUSTMENT

5. *PM-TIRL and PM-DEV*

- (a) An employee who on June 21, 1997 was paid in the Programme Administration - Technological Institute Recruitment or Development range shall be paid effective June 21, 1997 in the "A" range shown in Appendix "A" at a rate which is two decimal five percent (2.5%) higher than the employee's former rate of pay.
- (b) An employee who on June 21, 1998 was paid in the Programme Administration - Technological Institute Recruitment or Development ranges shall be paid effective June 21, 1998 in the "B" range shown in Appendix "A" at a rate which is two percent (2.0%) higher than the employee's former rate of pay.

6. *Level PM-7*

- (a) An employee who on June 21, 1997 was paid at Level PM-7 shall be paid, effective June 21, 1997 within the "A" performance pay range at a rate of pay which is two decimal five percent (2.5%) higher than the employee's former rate of pay rounded to the nearest multiple of \$100.

- (b) An employee who on June 21, 1998 was paid at Level PM-7 shall be paid, effective June 21, 1998 within the "B" performance pay range at a rate of pay which is two percent (2.0%) higher than the employee's former rate of pay rounded to the nearest multiple of \$100.

RESTRUCTURING

- 7. All employees at the minimum of a level for which a restructuring is effective April 1, 1999 will move to the new minimum of their level on April 1, 1999.

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

(in dollars)

A - Effective July 22, 1997**B - Effective July 22, 1998****SUBGROUP: TYPIST****ST-TYP-1**

From:	\$	16847	17314	17793	18265	18733	19195
To:	*A	23935	24413	24904	25388	25868	26341
	B	24373	24860	25360	25853	26341	26823

ST-TYP-2

From:	\$	19035	19557	20087	20621
To:	*A	24896	25431	25975	26522
	B	25352	25896	26450	27007

* Includes Special Pay Adjustment (see pay note 3).

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

(in dollars)

A - Effective July 22, 1997**B - Effective July 22, 1998****SUBGROUP: STENOGRAPHER****ST-STN-1**

From:	\$	17634	18277	18856	19439	20025	/
To:	*A	22394	23053	23647	24244	24845	/
	B	22804	23475	24080	24688	25300	/

From:	\$	20613	21199	21780	22366
To:	*A	25448	26048	26644	27245
	B	25914	26525	27132	27744

ST-STN-2

From:	\$	21999	22385	23013	23653
To:	*A	25525	25920	26564	27220
	B	25992	26394	27050	27718

* Includes Special Pay Adjustment (see pay note 3).

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

(in dollars)

A - Effective July 22, 1997**B - Effective July 22, 1998****SUBGROUP: OFFICE COMPOSING EQUIPMENT OPERATOR****ST-OCE-1**

From:	\$	17082	17653	18224	18787	/	
To:	*A	21408	21993	22579	23156	/	
	B	21800	22395	22992	23580	/	
From:	\$	19356	19922	20493	21058	21626	22199
To:	*A	23739	24319	24904	25484	26066	26653
	B	24173	24764	25360	25950	26543	27141

ST-OCE-2

From:	\$	22606	23266	23961	24657
To:	*A	25104	25781	26493	27207
	B	25563	26253	26978	27705

ST-OCE-3

From:	\$	25432	26221	27011	27804
To:	*A	27855	28664	29474	30287
	B	28365	29189	30013	30841

* Includes Special Pay Adjustment (see pay note 3).

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

(in dollars)

A - Effective July 22, 1997**B - Effective July 22, 1998****SUBGROUP: SECRETARY****ST-SCY-1**

From:	\$	17402	18055	18708	19366	20017	20675
To:	*A	21972	22641	23311	23985	24652	25327
	B	22374	23055	23738	24424	25103	25790

From:	\$	21330	/	21983	22401	23066	23755
To:	*A	25998	/	26667	27096	27778	28484
	B	26474	/	27155	27592	28286	29005

From:	\$	24446
To:	*A	29192
	B	29726

ST-SCY-2

From:	\$	24830	25606	26379	27150
To:	*A	27954	28749	29542	30332
	B	28466	29275	30083	30887

ST-SCY-3

From:	\$	28302	29185	30079	30958
To:	*A	30049	30954	31870	32771
	B	30599	31520	32453	33371

ST-SCY-4

From:	\$	31901	32914	33921	34916
To:	A	32699	33737	34769	35789
	B	33297	34354	35405	36444

* Includes Special Pay Adjustment (see pay note 3).

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

(in dollars)

A - Effective July 22, 1997**B - Effective July 22, 1998****SUBGROUP: COURT REPORTER****ST-COR-1**

From:	\$	26818	27661	28506	29351	30201	31043
To:	*A	27851	28715	29582	30448	31319	32182
	B	28361	29240	30123	31005	31892	32771

From:	\$	31906	32759
To:	*A	33067	33941
	B	33672	34562

ST-COR-2

From:	\$	36300	37441	38583	39721	40862	41991
To:	A	37208	38377	39548	40714	41884	43041
	B	37889	39079	40272	41459	42650	43829

* Includes Special Pay Adjustment (see pay note 3).

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

(in dollars)

A - Effective July 22, 1997**B - Effective July 22, 1998****SPECIAL LEVEL A**

From:	\$	21198
To:	A	21728
	B	22126

SPECIAL LEVEL B

From:	\$	22385
To:	A	22945
	B	23365

SPECIAL LEVEL C

From:	\$	23475
To:	A	24062
	B	24502

**SECRETARIAL, STENOGRAPHIC AND TYPING GROUP
PAY NOTES**

PAY INCREMENT

1. Full-time Employees

- (a) The pay increment date for an employee appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after June 18, 1976, shall be the first Monday following the pay increment period listed below as calculated from the date of the promotion, demotion or appointment from outside the Public Service. The pay increment periods listed below will continue to apply to employees appointed prior to June 18, 1976.

Pay Increment Periods

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

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

2. Part-time Employees

- (a) Part-time employees at groups and levels for which the pay increment period is 52 weeks shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the

maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.

- (b) Part-time employees at groups and levels for which the pay increment is 26 weeks shall be eligible to receive a pay increment when the employee has worked a total of nine hundred and seventy-five (975) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.

SPECIAL PAY ADJUSTMENT

3. The following Special Pay Adjustment applies to the group and levels below and is subject to the terms and conditions of the Memorandum of Agreement between the Treasury Board and Public Service Alliance of Canada on Special Pay Adjustments.

	Effective July 22, 1997 to July 21, 1998 (Annual Amount)	Effective July 22, 1998 to June 20, 1999 (Annual Amount)
STCOR-1	\$363	\$369
STCOR-2	\$0	\$0
STOCE-1	\$3,899	\$3,970
STOCE-2	\$1,933	\$1,969
STOCE-3	\$1,788	\$1,820
STSCY-1	\$4,135	\$4,211
STSCY-2	\$2,503	\$2,549
STSCY-3	\$1,039	\$1,058
STSCY-4	\$0	\$0
STSTN-1	\$4,319	\$4,398
STSTN-2	\$2,976	\$3,030
STTYP-1	\$6,667	\$6,789
STTYP-2	\$5,385	\$5,484

APPENDIX "A"**WP - WELFARE PROGRAMMES GROUP****ANNUAL RATES OF PAY**

(in dollars)

A - Effective November 24, 1997**B - Effective November 24, 1998****X - Restructuring effective April 1, 1999****WP - DEVELOPMENT**

From:	\$	19533	to	29930
To:	A	20021	to	30678
	B	20421	to	31292

WP-1

From:	\$	24477	25649	26823	28000	29175	30353
To:	A	25089	26290	27494	28700	29904	31112
	B	25591	26816	28044	29274	30502	31734
	X		26816	28044	29274	30502	31734

From:	\$	31522	32692	33862
To:	A	32310	33509	34709
	B	32956	34179	35403
	X	32956	34179	35403

WP-2

From:	\$	30589	31921	33250	34570	35899	37227
To:	A	31354	32719	34081	35434	36796	38158
	B	31981	33373	34763	36143	37532	38921
	X		33373	34763	36143	37532	38921

From:	\$	38556	39886
To:	A	39520	40883
	B	40310	41701
	X	40310	41701

WP-3

From:	\$	36417	37929	39445	40962	42479	43997
To:	A	37327	38877	40431	41986	43541	45097
	B	38074	39655	41240	42826	44412	45999
	X		39655	41240	42826	44412	45999

From:	\$	45515					
To:	A	46653					
	B	47586					
	X	47586					

WP-4

From:	\$	41135	42860	44579	46288	47996	49705
To:	A	42163	43932	45693	47445	49196	50948
	B	43006	44811	46607	48394	50180	51967
	X		44811	46607	48394	50180	51967

WP-5

From:	\$	49287	51348	53401	55464	57528	59590
To:	A	50519	52632	54736	56851	58966	61080
	B	51529	53685	55831	57988	60145	62302
	X		53685	55831	57988	60145	62302

WP-6

From:	\$	58594	61253	63921	66587	69254	
To:	A	60059	62784	65519	68252	70985	
	B	61260	64040	66829	69617	72405	
	X		64040	66829	69617	72405	

WELFARE PROGRAMMES
PAY NOTES

PAY INCREMENT

1. Full-Time Employees

- (a) The pay increment period for full-time employees at levels WP-1 to WP-6 is 52 weeks and for a full-time employee at level WP-DEV is 26 weeks. A pay increment shall be to the next rate in the scale of rates.
- (b) The pay increment date for a full-time employee, appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after May 6, 1976, shall be the first Monday following the pay increment period as calculated from the date of the promotion, demotion or appointment from outside the Public Service. The pay increment periods listed in pay note 1(a) above will continue to apply to employees appointed prior to May 6, 1976.

2. Part-Time Employees

- (a) Part-time employees at levels WP-1 to WP-6 shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.
- (b) Part-time employees at level WP-DEV shall be eligible to receive a pay increment when the employee has worked a total of nine hundred and seventy-five (975) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.

3. Level WP-DEV

For employees in the Welfare Programmes Development range, an increase at the end of an increment period shall be to a rate in the pay range which is two hundred and forty dollars (\$240) higher than the rate

at which the employee is being paid or, if there is no such rate, to the maximum of the pay range.

PAY ADJUSTMENT

4. *Level WP-DEV*

- (a) An employee being paid in the Welfare Programmes Development range on November 24, 1997 shall be paid effective November 24, 1997 at a rate in the "A" range shown in Appendix "A" which is two decimal five percent (2.5%) higher than the employee's former rate of pay.
- (b) An employee being paid in the Welfare Programmes Development range on November 24, 1998 shall be paid effective November 24, 1998 at a rate in the "B" range shown in Appendix "A" which is two percent (2.0%) higher than the employee's former rate of pay.

RESTRUCTURING

- 5.** All employees at the minimum of a level for which a restructuring is effective April 1, 1999 will move to the new minimum of their level on April 1, 1999.

APPENDIX "B"**MEMORANDUM OF AGREEMENT RESPECTING
SESSIONAL LEAVE FOR CERTAIN EMPLOYEES
OF THE TRANSLATION BUREAU**

This memorandum is to give effect to the agreement reached between the Employer and the Alliance respecting sessional leave for certain employees of the Translation Bureau.

This memorandum of agreement shall apply to employees classified as AS, CR and ST in the GE bargaining unit who are assigned in the operational sections serving Parliament (Parliamentary Committees, Parliamentary Debates, Parliamentary Documents and Parliamentary Interpretation Services) and who share the same working conditions as members of the Translation bargaining unit who are eligible to Parliamentary Leave.

Notwithstanding the provisions of this Agreement, the following is agreed:

1. Sessional Leave

- (a) In addition to their vacation leave with pay, employees assigned to operational translation and interpretation sections serving Parliament shall receive special compensation in the form of sessional leave.
- (b) The maximum number of days of sessional leave is forty (40) per fiscal year.
- (c) An employee is entitled to a number of days of sessional leave equal to the maximum number of days multiplied by a fraction in which the numerator corresponds to the number of the employee's sessional work days during the fiscal year and the denominator corresponds to the number of days that the House of Commons was in session during that fiscal year.
- (d) The granting of sessional leave is subject to operational requirements and such leave must normally be taken during periods of low demand in the fiscal year for which it is granted. If operational requirements do not permit the Employer to grant sessional leave during the fiscal year, such leave must be granted before the end of the following fiscal year.

- (e) If an employee is granted sessional leave in advance and, at the end of the fiscal year, has been granted more leave of this type than earned, the maximum number of days referred to in paragraph (b) shall be reduced accordingly.

2. Exclusions

The provisions of Part III of this Agreement, except for clauses 30.01 to 30.05, do not apply to employees who receive sessional leave in accordance with this Memorandum.

APPENDIX "C"**PROVISIONS APPLICABLE ONLY TO EMPLOYEES
CERTIFIED IN THE TEACHERS' AIDES SUB-GROUP
OF THE "EU" BARGAINING UNIT****1. Work Year and Hours of Work**

1.01 "School year" applicable to an employee of the Department of Indian and Northern Affairs, means the period extending from September 1 to August 31 of the following year. The number of working days in the school year shall not exceed those designated by the province, territory or provincial school unit within which geographical area the employee is working.

1.02 Except as provided in clause 1.04, the working day of a teachers' aide working a school year shall be the same as that designated by the province, territory or school unit in which the teachers' aide is working. The teachers' aide shall be entitled to the same designated holidays, Christmas break, Easter or mid-winter break, and summer break, as observed by school boards of the province or territory in which the employee works.

1.03 The commencement and termination of the school day of a teachers' aide covered by clause 1.01 shall be in accordance with the practice prevailing in non-federal schools of the province or territory in which the school is located with the additional provision that teachers' aides shall be required to be on duty fifteen (15) minutes before the time of opening of school in the morning.

1.04 When an agreement in writing is reached between the Employer and the majority of the teachers' aides in a school, the schedule of working days and the duration of a working day may vary from those established in clauses 1.01, 1.02 and 1.03 provided that the total number of working days do not exceed those established in clause 1.01.

1.05 Where teachers' aides are required to provide lunch-hour supervision, such teachers' aides shall be granted an equivalent period of time for their lunch period as close as possible to the mid-point of the school day.

1.06 When a teachers' aide works (or attends orientation seminars at the request of the Employer) on a day other than a day provided for in clauses 1.02 or 1.04, the employee shall be provided compensation on a day-for-day basis.

This payment shall be calculated in accordance with the alternate provision for the definition of “daily rate of pay” in clause 2.01 of this Agreement as well as any deductions from pay as a result of a teachers’ aide being on leave without pay.

1.07 Notwithstanding the above, an employee who performs the duties of a counsellor technician may, at the discretion of the Employer, be required to work a twelve (12)-month year. The work day for such a teachers’ aide shall be seven and one-half (7 1/2) hours.

2. Allowances

2.01 Summer School Allowance

An employee may be granted a per diem allowance as determined by the Employer, for summer school courses where the Employer identifies a departmental need for the employee to take such courses. The allowance will not be paid in respect of Saturdays and Sundays.

2.02 Night School Compensation

A teacher aide shall be paid at his or her normal hourly rate of pay, for every completed hour of work, for approved scheduled teaching duties which are performed outside the authorized school hours and which are not part of the teachers’ aides normal work program. This clause does not apply to an employee covered by Article 28.

2.03 Teachers’ aides and counsellor technicians who have passed or who will subsequently pass one or more specialized courses directly concerning their work, or courses that will enable the employees to upgrade their professional qualifications, of fifty (50) hours of course instruction time, or less depending on provincial criteria, in a recognized educational establishment, shall be granted, for each course passed, an allowance of one hundred dollars (\$100) per course, up to a maximum of three (3) courses per year.

3. Miscellaneous

3.01 Development Sessions

The Employer recognizes the usefulness of development sessions and where possible, one period per year may be set aside to arrange such a session. The session content will be discussed with the appropriate consultation committee and the expenses of such a session, subject to operational requirements, will be borne by the Employer. If the session is held away from an employee’s work location

and the employee is unable to attend, the employee will be considered on duty provided that the employee performs duties as assigned by the Employer for the duration of the development session.

It is understood that other development days will also be granted, in accordance with present practice.

3.02 Transportation

The parties agree that, except in cases of emergency, employees will not be required to use their private vehicle in the performance of their duties if other means of transportation are available. Should employees be required to use their private vehicle for field trips or similar activities, they will be reimbursed in accordance with the T.B. travel directive.

4. Termination or Transfer of Operations

4.01 The Employer will continue past practice in giving all reasonable consideration to continued employment in the Public Service of employees who would otherwise become redundant because an operation is contracted out, terminated or transferred to another jurisdiction.

4.02 When an official application to negotiate the takeover of a school is received from a band council, the Department of Indian and Northern Affairs will make every possible effort to notify the appropriate Alliance representative before an agreement is concluded.

4.03 As far in advance as possible of the proposed date of any termination or transfer of operations, the Employer will notify the employees involved and will provide an opportunity for consultation with the Alliance on details of the transferred employees' future pay and benefit entitlements.

5. Reimbursement for Training Outside Normal Working Hours

5.01 Employees shall be reimbursed for correspondence courses and other training taking place outside normal working hours in accordance with T.B. 718445 dated March 30, 1973 and its subsequent amendments.

APPENDIX "D"

**PROVISIONS APPLICABLE ONLY TO EMPLOYEES
CERTIFIED IN THE LANGUAGE INSTRUCTOR
AND PHYSICAL EDUCATION SUB-GROUPS OF THE
EU BARGAINING UNIT**

- 1. Work Year and Hours of Work**
- 1.01** Employees shall be on a twelve (12) month work year.
- 1.02** The normal work week for employees shall be from Monday to Friday.
- 1.03** The normal daily hours of work of employees, exclusive of meal breaks, shall be seven and one-half (7 1/2) hours and shall be scheduled in a continuous period as operational needs require.
- 1.04** The Employer may authorize that certain tasks be performed away from the Employer's premises.
- 1.05** This clause applies only to Language Instructors.
 - (a) In accordance with the Educational Support Memorandum of Settlement signed March 5, 1989, hours of teaching will be consistent with those provided in clause 46.10 of the Education (ED) and Library Science (LS) Groups Collective Agreement.
 - (b) The Employer agrees, at its discretion, to schedule the daily teaching time of an employee between the hours of 8:00 a.m. and 10:00 p.m. where the employee requests such scheduling in order that the employee may attend courses which will permit the employee to upgrade his or her teaching qualifications or for other reasons agreed to by the Employer. It is understood that such scheduling will not result in an employee being required to provide teaching in excess of hours provided for by paragraph a).
- 1.06** This clause applies only to Physical Education instructors.
 - (a) The normal daily hours of work shall be scheduled between 7:00 a.m. and 5:00 p.m. Monday to Friday.

- (b) No employee of the Canadian Penitentiary Service, shall be assigned work hours other than between these hours and on these days, except by the written consent of the employee concerned.

1.07 The Employer will:

- (a) notify the Alliance at the appropriate level, at least fourteen (14) calendar days before introduction, of any change in the schedule of working hours if such change will affect a majority of the employees in any teaching unit;
- (b) give reasonable notice of the change to those employees whose hours of work are affected by the change.

It is recognized that emergency situations may require the Employer to introduce changes in scheduled hours of work on short notice.

2. Pedagogical Break

2.01 Employees shall be granted a pedagogical break which will include all calendar days between December 25 and January 2 inclusively. During this period, employees are entitled to four (4) days of leave with pay, in addition to three (3) designated paid holidays, as provided for under Article 30, Designated Paid Holidays.

2.02 Should January 2 coincide with an employee's day of rest or with a day to which a designated paid holiday has been moved by application of clause 30.05, the day shall be moved to the employee's first scheduled working day following the pedagogical break.

2.03 If an employee performs authorized work during the pedagogical break on a day other than a designated paid holiday or a normal day of rest, the employee shall receive compensation based upon the employee's normal daily rate of pay, in addition to the employee's usual pay for the day.

3. Course taken by an employee

3.01 An employee who takes a course offered by the Employer shall be provided with a certificate indicating the subject of the course, the name of the person who gave the course, the date on which it was given and its duration, provided the employee requests a certificate within thirty (30) days of completion of such a course.

4. Reimbursement for Training Outside Normal Working Hours

4.01 Employees shall be reimbursed for correspondence courses and other training taking place outside normal working hours in accordance with Treasury Board Minute 718445 dated March 30, 1973 and its subsequent amendments.

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General

Application

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

Collective agreement

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

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

Objectives

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

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

Definitions

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

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

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

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

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

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

Education Allowance (*indemnité d'études*) – is one of the options provided to an indeterminate employee affected by normal work force adjustment for whom the deputy head cannot guarantee a reasonable job offer. The Education Allowance is a cash payment, equivalent to the Transitional Support Measure (see Annex B), plus a reimbursement of tuition from a recognised learning institution, book and mandatory equipment costs, up to a maximum of \$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 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 90 days to consider the three Options outlined in Part VI of this appendix to all opting employees before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected Option a), Twelve-month surplus priority period in which to secure a reasonable job offer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.24 For the priority period, home departments shall pay the salary costs, and other authorised costs such as tuition, travel, relocation, and retraining for surplus employees and laid-off persons, as provided for in this Agreement and the various directives; all authorised costs of termination; and salary protection upon

lower-level appointment, unless the appointing department is willing to absorb these costs in whole or in part.

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

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

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

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

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

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

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

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

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

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

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

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

- (k) the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
 - (l) preparation for interviews with prospective employers;
 - (m) repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
- and
- (n) advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity.

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

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

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

1.2 The Treasury Board Secretariat

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

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

1.3 The Public Service Commission

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

- 1.3.2** The PSC shall temporarily restrict or suspend any authority delegated to deputy heads to make appointments in specified occupational groups when such action is necessary.
- 1.3.3** The PSC shall actively market surplus employees and laid-off persons to all departments unless the individuals have advised the PSC in writing that they are not available for appointment.
- 1.3.4** The PSC shall advise the Treasury Board Secretariat when departments fail to comply in good faith with this appendix and/or to cooperate with the PSC in redeployment, retraining, or appointment activities.
- 1.3.5** The PSC shall determine, to the extent possible, the occupations in which there are skill shortages for which surplus employees or laid-off persons could be retrained, and advise departments accordingly.
- 1.3.6** The PSC shall provide surplus and laid-off individuals with counselling on their work force adjustment situation and its impact on them during their priority entitlement.
- 1.3.7** The PSC shall provide information directly to the Alliance on the numbers and status of their members who are in the Priority Administration System and, on a service-wide basis, through reports to the Alliance.
- 1.3.8** The Public Service Commission shall decide whether employees are suitable for appointment. Where a deputy head recommends that an employee is not suitable, the PSC shall, after considering such a recommendation, and representations of the employee or his or her representative, advise the deputy head, the employee, and his or her representative of its decision whether the employee is entitled to surplus and lay-off priority and the reasons for the decision. The PSC shall also inform the Alliance of its decision.
- 1.3.9** The PSC shall, wherever possible, ensure that reinstatement priority is given to all employees who are subject to salary protection.
- 1.3.10** While the responsibility for retraining lies with the home department, the PSC is responsible for making the appropriate referrals and may recommend retraining where it would facilitate appointment, and the appointing department is responsible for considering retraining the individual and for justifying a decision not to retrain.

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

1.4 Employees

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

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

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

1.4.3 Opting employees are responsible for:

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

Part II

Official notification

2.1 Department

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

2.2 Treasury Board Secretariat

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

Part III

Relocation of a work unit

3.1 General

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

3.1.2 Following written notification, employees must indicate, within a period of six months, their intention to move. If the employee's intention is not to move with the relocated position, the Deputy head can either provide the employee with

a guarantee of a reasonable job offer or access to the Options set out in section 6.3 of this appendix.

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

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

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

Part IV Retraining

4.1 General

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

(a) existing vacancies,

or

(b) anticipated vacancies identified by management.

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

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

4.2 Surplus employees

4.2.1 A surplus employee is eligible for retraining providing:

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

and

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

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

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

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

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

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

4.3 Laid-off persons

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

(a) retraining is needed to facilitate the appointment of the individual to a specific vacant position;

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

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

Part V

Salary protection

5.1 Lower-level position

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

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

Part VI

Options for employees

6.1 General

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

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

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

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

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

6.2 Alternation

6.2.1 All departments must participate in the alternation process.

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

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

6.2.4 An indeterminate employee wishing to leave the public service may express an interest in alternating with an opting employee. Management will

decide, however, whether a proposed alternation will result in retaining the skills required to meet the ongoing needs of the position and the public service.

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

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

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

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

6.3 Options

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

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

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

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

or

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

or

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

or

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

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

- 6.3.3** The TSM, pay in lieu of unfulfilled surplus period and the Education Allowance cannot be combined with any other payment under the Work Force Adjustment Appendix.
- 6.3.4** In the cases of: pay in lieu of unfulfilled surplus period, Option (b) and Option (c)(i), the employee relinquishes any priority rights for reappointment upon acceptance of his or her resignation.
- 6.3.5** Employees choosing Option (c)(ii) who have not provided their department with a proof of registration from a learning institution 12 months after starting their leave without pay period will be deemed to have resigned from the public service , and be considered to be laid-off for purposes of severance pay.
- 6.3.6** Opting employees who choose Option (b) or (c) above will be entitled to up to \$385.00 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-month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.
- 6.3.10** Approval of pay in lieu of unfulfilled surplus period is at the discretion of management, but shall not be unreasonably denied.

6.4 Retention payment

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

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

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

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

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

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

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

- (a) are being relocated,
and
- (b) when the deputy head of the home department decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation,

and

- (c) where the employee has opted not to relocate with the function.

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

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

- (a) where the public service work units are affected by alternative delivery initiatives;
- (b) when the deputy head of the home department decides that, compared to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of the transfer to the new employer;

and

- (c) where the employee has not received a job offer from the new employer or has received an offer and did not accept it.

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

Part VII

Special provisions regarding alternative delivery initiatives

Preamble

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

- (a) fair and reasonable treatment of employees;
- (b) value for money and affordability;

and

- (c) maximization of employment opportunities for employees.

The parties 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 180 days prior to the date of transfer, provide notice to the PSAC component(s) of its intention.

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

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

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

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

1. Commercialisation

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

2. Creation of a new Agency

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

3. Transfer to existing employers

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

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

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

part and, only where specifically indicated will other provisions of this appendix apply to them.

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

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

Type 1 arrangements meet all of the following criteria:

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

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

Type 2 arrangements meet all of the following criteria:

- (i) the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is 85 percent or greater of the group's current federal hourly remuneration (= pay + equal pay

adjustments + supervisory differential), when the hours of work are the same;

- (ii) the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is 85 percent or greater of federal annual remuneration (= percent or greater of federal annual remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are different;
- (iii) pension arrangements according to the Statement of Pension Principles as set out in Annex A, or in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to section 7.7.3;
- (iv) transitional employment guarantee: employment tenure equivalent to that of the permanent work force in receiving organizations or a two-year minimum employment guarantee;
- (v) coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
- (vi) short-term disability arrangement.

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

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

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

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

7.3 Responsibilities

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

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

7.4 Notice of alternative delivery initiatives

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

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

7.5 Job offers from new employers

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

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

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

7.5.4 Employees who accept a job offer from the new employer in the case of any alternative delivery initiative will have their employment terminated on the date on which the transfer becomes effective, or on another date that may be designated by the home department for operational reasons provided that this does

not create a break in continuous service between the public service and the new employer.

7.6 Application of other provisions of the appendix

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

7.7 Lump-sum payments and salary top-up allowances

7.7.1 Employees who are subject to this appendix (see Application) and who accept the offer of employment from the new employer in the case of Type 2 transitional employment arrangements will receive a sum equivalent to three months pay, payable upon the day on which the departmental work or function is transferred to the new employer. The home department will also pay these employees an 18-month salary top-up allowance equivalent to the difference between the remuneration applicable to their public service position and the salary applicable to their position with the new employer. This allowance will be paid as a lump-sum, payable on the day on which the departmental work or function is transferred to the new employer.

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

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

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

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

7.8 Reimbursement

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

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

7.9 Vacation leave credits and severance pay

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

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

7.9.3 Where:

- (a) the conditions set out in 7.9.2 are not met,
- (b) the severance provisions of this Agreement are extracted from this Agreement prior to the date of transfer to another non-federal public sector employer,
- (c) the employment of an employee is terminated pursuant to the terms of section 7.5.1,

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

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

Annex A – Statement of pension principles

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

Annex B

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

Years of Service in the Public Service	Transition Support Measure (TSM) (Payment in weeks' pay)
36	31
37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	07
45	04

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.