

**Group: Operational Services  
Expiry Date: 4 August 2014**



Treasury Board of Canada  
Secretariat

Secrétariat du Conseil du Trésor  
du Canada

# **Agreement Between the Treasury Board and the Public Service Alliance of Canada**

Group: Operational Services  
(all employees)

Expiry Date: 4 August 2014

**Groupe : Services de l'exploitation  
Date d'expiration : le 4 août 2014**

**Canada**





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(all employees)

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Treasury Board of Canada Secretariat  
Labour Relations and Compensation Operations  
L'Esplanade Laurier  
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Public Service Alliance of Canada  
233 Gilmour Street  
Ottawa, Ontario  
K2P 0P1

Website address:  
<http://www.psac-afpc.com>



**THIS AGREEMENT COVERS THE FOLLOWING CLASSIFICATIONS:**

<b>CODE</b>	<b>CLASSIFICATION</b>	
602/652	Firefighters	(FR)
603/653	General Labour and Trades	(GL)
604/654	General Services	(GS)
605/655	Heating, Power and Stationary Plant Operations	(HP)
606/656	Hospital Services	(HS)
607/657	Lightkeepers	(LI)
612/662	Ships' Crews	(SC)
659	Printing Operations (Supervisory)	(PR(S))



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\*\*Asterisks denote changes from the previous collective agreement.



## **ARTICLE 1**

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

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

**1.02** The parties to this Agreement share a desire to improve the quality of the 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**

#### **Exceptions**

Refer to the appropriate appendix for group specific alternate or additional interpretations or definitions.

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

- (a) **“Alliance”** (Alliance) means the Public Service Alliance of Canada;
- (b) **“allowance”** (indemnité) means compensation payable for the performance of special or additional duties;
- (c) **“alternate provision”** (disposition de dérogation) means a provision of this Agreement that has application to certain specific employees;
- (d) **“bargaining unit”** (unité de négociation) means the employees of the Employer in the group described in Article 9;
- (e) **“common-law partner”** (conjoint de fait) means a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year;

Definition (f) does not apply to the LI Group

- (f) **“compensatory leave”** (congé compensateur) means leave with pay in lieu of cash payment for overtime, for time worked on a designated paid holiday, travelling time compensated at overtime rate, call back pay, reporting pay, and standby 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;
- (g) **“continuous employment”** (emploi continu) 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;
- (h) **“day of rest”** (jour de repos) 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;
- (i) **“double time”** (tarif double) means two (2) times the employee’s hourly rate of pay;
- (j) **“employee”** (employé-e) means a person so defined in the *Public Service Labour Relations Act* and who is a member of the bargaining unit specified in Article 9;
- (k) **“Employer”** (Employeur) means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorised to exercise the authority of the Treasury Board;
- (l) **“excluded provision”** (disposition exclue) means a provision of this Agreement which has no application to certain specific employees and for which there are no alternate provisions;
- (m) **“family”** (famille) except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law partner resident with the employee), child (including child of common-law partner),

stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, the employee's grand parents and relative permanently residing in the employee's household or with whom the employee permanently resides;

Definition (n) does not apply to LI Group

- (n) **“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;
- (o) **“lay-off”** (mise en disponibilité) means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;
- (p) **“leave”** (conge) means authorised absence from duty by an employee during his or her regular or normal hours of work;
- (q) **“membership dues”** (cotisations syndicales) 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;
- (r) **“overtime”** (heures supplémentaires) means:
- (i) in the case of a full-time employee, authorised work in excess of the employee's scheduled hours of work;

or

- (ii) in the case of a part-time employee, authorised work in excess of the normal daily or weekly hours of work of a full-time employee specified by the relevant Group Specific Appendix but does not include time worked on a holiday;
- (s) **“spouse”** (époux) will, when required, be interpreted to include “common-law partner” except, for the purposes of the Foreign Service Directives, the definition of “spouse” will remain as specified in Directive 2 of the Foreign Service Directive;
- (t) **“straight-time rate”** (tarif normal) means the employee’s hourly rate of pay;
- (u) **“time and one-half”** (tarif et demi) means one and one-half (1 1/2) times the employee’s hourly rate of pay;
- (v) **“time and three-quarters”** (tarif et trois quarts) means one and three-quarters (1 3/4) times the employee’s hourly rate of pay.

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

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

### **ARTICLE 3 APPLICATION**

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

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

**ARTICLE 4**  
**STATE SECURITY**

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

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

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

**ARTICLE 6**  
**MANAGERIAL RESPONSIBILITIES**

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

**ARTICLE 7**  
**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 Labour Relations Act* (PSLRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in Section 113(b) of the PSLRA.

**7.02** The NJC items which may be included in a collective agreement are those which the parties to the NJC agreements have designated as such or upon which the Chairperson of the Public Service Labour 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

First Aid to the General Public – Allowance for Employees

Foreign Service Directives

Isolated Posts and Government Housing Directive

Memorandum of Understanding on Definition of Spouse

Public Service Health Care Plan Directive

NJC Intergrated Relocation Directive

Travel Directive

Uniforms Directive

**OCCUPATIONAL SAFETY AND HEALTH**

Occupational Safety and Health Directive

Committees and Representatives Directive

Motor Vehicle Operations Directive

Pesticides Directive

Refusal to Work 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 as subsequently amended from time to time, shall be deemed to form part of this Agreement.

## **ARTICLE 9 RECOGNITION**

**9.01** The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the former Public Service Staff Relations Board on June 16, 1999 covering employees of the Operational Services 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 (1<sup>st</sup>) full calendar month of employment to the extent that earnings are available.

**11.04** An employee who satisfies the Alliance as to the bona fides of his or her claim and 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. The Alliance will inform the Employer accordingly.

**11.05** No employee organization, as defined in Section 2 of the *Public Service Labour 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 Labour Relations Board Pursuant to Section 190(1) of the *Public Service Labour Relations Act***

**14.01** When operational requirements permit, in cases of complaints made to the Public Service Labour Relations Board pursuant to section 190(1) of the PSLRA alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b) 187, 188(a) or 189(1) of the PSLRA, 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 Labour 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 Labour Relations Board,

and

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

**Arbitration Board Hearings, Public Interest Commission 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, Public Interest Commission 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, Public Interest Commission 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,  
and
- (b) when a grievor seeks to meet with the Employer, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area,  
and
- (c) when an employee representative attends a meeting referred to in this clause, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area.

### **Contract Negotiation Meetings**

**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.

### **Leave without Pay for Election to an Alliance Office**

**14.14** The Employer will grant leave without pay to an employee who is elected as a full-time official of the Alliance within one month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office.

**ARTICLE 15**  
**LABOUR DISPUTES**

**15.01** If employees are prevented from performing their duties because of a strike or lock-out on the premises of another employer, the employees shall report the matter to the 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 Labour 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 12(1)(c) of the *Financial Administration Act*, for participation in an illegal strike as defined in the *Public Service Labour Relations Act*.

**ARTICLE 17**  
**DISCIPLINE**

**17.01** When an employee is suspended from duty or terminated in accordance with paragraph 12(1)(c) of the *Financial Administration Act*, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.

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

**17.03** 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 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 15 of the NJC by-laws.

#### **Individual Grievances**

**18.02** Subject to and as provided in section 208 of the *Public Service Labour Relations Act*, an employee may present an individual grievance to the Employer if he or she feels aggrieved:

- (a) by the interpretation or application, in respect of the employee, of:
  - (i) a provision of a statute or regulation, or of a direction or other instrument made or issued by the Employer that deals with terms and conditions of employment;
  - or
  - (ii) a provision of the collective agreement or an arbitral award;
  - or
- (b) as a result of any occurrence or matter affecting his or her terms and conditions of employment.

### **Group Grievances**

**18.03** Subject to and as provided in section 215 of the *Public Service Labour Relations Act*, the Alliance may present a group grievance to the Employer on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of the collective agreement or an arbitral award.

- (a) In order to present a group grievance, the Alliance must first obtain the written consent of each of the employees concerned.
- (b) A group grievance shall not be deemed to be invalid by reason only of the fact that the consent is not in accordance with Form 19.
- (c) A group grievance must relate to employees in a single portion of the Federal Public Administration.

### **Policy Grievances**

**18.04** Subject to and as provided in section 220 of the *Public Service Labour Relations Act*, the Alliance or the Employer may present a policy grievance in respect of the interpretation or application of the collective agreement or of an arbitral award.

- (a) A policy grievance may be presented by the Alliance only at the final level of the grievance procedure, to an authorized representative of the Employer. The Employer shall inform the Alliance of the name, title and address of this representative.
- (b) The grievance procedure for a policy grievance by the Employer shall also be composed of a single level, with the grievance presented to an authorized representative of the Alliance. The Alliance shall inform the Employer of the name, title and address of this representative.

### **Grievance Procedure**

**18.05** For the purposes of this article, a grievor is an employee or, in the case of a group or policy grievance, the Alliance.

**18.06** No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause a grievor to abandon a grievance or refrain from exercising the right to present a grievance, as provided in this Collective Agreement.

**18.07** The parties recognize the value of informal discussion between employees and their supervisors and between the Alliance and the Employer to the end that problems might be resolved without recourse to a formal grievance. When notice is given that an employee or the Alliance, within the time limits prescribed in clause 18.15, wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

**18.08** A grievor wishing to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the employee's 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 grievor with a receipt stating the date on which the grievance was received.

**18.09** A grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.

**18.10** Subject to and as provided for in the *Public Service Labour Relations Act*, a grievor who feels treated unjustly or aggrieved by an 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 18.08, except that:

- (a) where there is another administrative procedure provided by or under any Act of Parliament to deal with the grievor's specific complaint such procedure must be followed,  
  
and
- (b) where the grievance relates to the interpretation or application of this Collective Agreement or an Arbitral Award, an employee is not entitled to present the grievance unless he has the approval of and is represented by the Alliance.

**18.11** There shall be no more than a maximum of four (4) levels in the grievance procedure. These levels shall be as follows:

- (a) Level 1 - first level of management;
- (b) Levels 2 and 3 in departments or agencies where such a levels are established - intermediate level(s);
- (c) Final Level - Chief Executive or Deputy Head or an authorized representative.

Whenever there are four (4) levels in the grievance procedure, the grievor may elect to waive either Level 2 or 3.

No employer representative may hear the same grievance at more than one level in the grievance procedure.

**18.12** 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.

**18.13** 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.

**18.14** An employee may be assisted and/or represented by the Alliance when presenting a grievance at any level. The Alliance shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

**18.15** A grievor may present a grievance to the first level of the procedure in the manner prescribed in clause 18.08, not later than the twenty-fifth (25th) day after the date on which the grievor is notified or on which the grievor first becomes aware of the action or circumstances giving rise to the grievance. The Employer may present a policy grievance in the manner prescribed in clause 18.04 not later than the twenty-fifth (25th) day after the date on which the Employer is notified orally or in writing or on which the Employer first becomes aware of the action or circumstances giving rise to the policy grievance.

**18.16** A grievor may present a grievance at each succeeding level in the grievance procedure beyond the first level either:

- (a) where the decision or settlement is not satisfactory to the grievor, within ten (10) days after that decision or settlement has been conveyed in writing to the grievor by the Employer,

or

- (b) where the Employer has not conveyed a decision to the grievor within the time prescribed in clause 18.17, within fifteen (15) days after presentation by the grievor of the grievance at the previous level.

**18.17** The Employer shall normally reply to a grievance at any level of the grievance procedure, except the final level, within ten (10) days after the grievance is presented, and within twenty (20) days where the grievance is presented at the final level except in the case of a policy grievance, to which the Employer shall normally respond within thirty (30) days. The Alliance shall normally reply to a policy grievance presented by the Employer within thirty (30) days.

**18.18** Where an employee has been represented by the Alliance in the presentation of the employee's 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.

**18.19** 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.

**18.20** 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.

**18.21** Where the provisions of clause 18.08 cannot be complied with and 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 day 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 the 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.

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

**18.23** 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 grievor, and, where applicable, the Alliance.

**18.24** Where the Employer demotes or terminates an employee for cause pursuant to paragraph 12(1)(c), (d) or (e) 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.

**18.25** A grievor may by written notice to the immediate supervisor or officer-in-charge abandon a grievance.

**18.26** Any grievor 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, due to circumstances beyond the grievor's control, the grievor was unable to comply with the prescribed time limits.

**18.27** Where a grievance has been presented up to and including the final level in the grievance procedure with respect to:

- (a) the interpretation or application of a provision of this Collective Agreement or related Arbitral Award,  
  
or
- (b) termination of employment or demotion pursuant to paragraph 12(1)(c), (d) or (e) of the *Financial Administration Act*,  
  
or
- (c) disciplinary action resulting in suspension or financial penalty,

and the grievance has not been dealt with to the grievor's satisfaction, it may be referred to adjudication in accordance with the provisions of the *Public Service Labour Relations Act and Regulations*.

**18.28** Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of the employee 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:

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

### **Expedited Adjudication**

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

- (a) At the request of either party, a grievance that has been referred to adjudication may be dealt with through Expedited Adjudication with the consent of both parties.
- (b) When the parties agree that a particular grievance will proceed through Expedited Adjudication, the Alliance will submit to the PSLRB the consent form signed by the grievor or the bargaining agent.
- (c) The parties may proceed with or without an Agreed Statement of Facts. When the parties arrive at an Agreed Statement of Facts it will be submitted to the PSLRB or to the Adjudicator at the hearing.
- (d) No witnesses will testify.
- (e) The Adjudicator will be appointed by the PSLRB from among its members who have had at least three (3) years experience as a member of the Board.
- (f) Each Expedited Adjudication session will take place in Ottawa, unless the parties and the PSLRB agree otherwise. The cases will be scheduled jointly by the parties and the PSLRB, and will appear on the PSLRB schedule.

- (g) The Adjudicator will make an oral determination at the hearing, which will be recorded and initialled by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.
- (h) The Adjudicator's determination will be final and binding on all the parties, but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.

## **ARTICLE 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 or ethnic 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.

**19.04** Upon request by the complainant(s) and/or respondent(s) an official copy of the investigation report shall be provided to them by the Employer subject to the *Access to Information and Privacy Act*.



**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.

**20.04** Upon request by the complainant(s) and/or respondent(s) an official copy of the investigation report shall be provided to them by the Employer subject to the *Access to Information and Privacy Act*.

**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 workforce 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 I on Workforce 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 paragraph 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.

**ARTICLE 25**  
**HOURS OF WORK**

**Exclusions**

This article does not apply to the FR, LI and SC Groups.

**25.01** For the purposes of this article:

**Definitions**

- (a) **“day”** means a twenty-four (24) hour period commencing at 00:00 hour;
- (b) **“week”** means a period of seven (7) consecutive days beginning at 00:00 hour Monday morning and ending at 24:00 hours the following Sunday night;

**Shift Work**

- (c) a **“shift schedule”** means the arrangement of shifts over a given period of time and includes days of rest and designated paid holidays;
- (d) a **“shift”** means the rotation through two (2) or more periods of eight (8) hours or longer where the Employer requires coverage of sixteen (16) hours or more each day; or, where the Employer requires the employee to work on a non-rotating and indefinite basis on evening or night duty of which half (1/2) or more of the hours are scheduled between 1800 hours and 0600 hours.

\*\*

Notwithstanding 25.01(d):

- (e) Effective August 5, 2011, employees occupying positions in the GS-FOS sub-group, whose hours of work do not meet the definition of shift work in accordance with article 25.01(d) and whose hours of work begin before 06:00 or end after 18:00, will be paid a premium of two dollars (\$2.00) per hour for each hour worked between 16:00 and 08:00.

**25.02**

- (a) For employees who work five (5) consecutive days per week on a regular and non-rotating basis, the Employer shall schedule the hours of work so that these employees work the standard work week as specified in the Group Specific Appendix.
- (b) When hours of work are scheduled for employees on a rotating or irregular basis, the Employer shall schedule the hours of work so that employees work an average of hours as specified in the Group Specific Appendix.
- (c) The implementation of hours of work other than those specified in paragraphs 25.02(a) or (b) are subject to the provisions of Article 28, Variable Hours of Work.

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

- (a) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift,  
and
- (b) to avoid excessive fluctuation in hours of work.

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

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

**25.05** Scheduled hours of work shall be posted at least fifteen (15) calendar days in advance of the starting date of the new schedule, and the Employer shall, where practical, arrange schedules which will remain in effect for a period of not less than twenty-eight (28) calendar days. The Employer shall also endeavour, as a matter of policy, to give an employee at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday, and the consecutive days of rest may be in separate calendar weeks.

**Days of Rest**

**25.06** When an employee's scheduled shift 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.

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

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

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

**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 48.
  - (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 AND WEEKEND PREMIUMS**

#### **Exclusions**

This article does not apply to the FR, LI and SC Groups.

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Clause 27.01, Shift premium does not apply to employees working hours of work not defined as a shift, covered by clause 25.02, Article 28 or clauses 2.02 and 2.03 of Appendix B; clauses 2.01 and 2.02 of Appendix C, clauses 2.03 and 2.04 of Appendix D, clauses 2.01 and 2.02 of Appendix E, and clause 1.01 of Appendix H.

**27.01 Shift Premium**

An employee working on shifts will receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, between 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 during the weekend will receive an additional premium of two dollars (\$2.00) per hour, including overtime hours, for all hours worked on Saturday or Sunday.
- (b) Paragraph (a) shall not apply to employees whose regular hours of work are scheduled from Monday to Friday.

**ARTICLE 28**

**VARIABLE HOURS OF WORK**

**Exclusions**

This article does not apply to the FR, and LI Groups and the SC Group other than those employees subject to Annex B of Appendix G (Conventional Work System).

**Work Unit**

**28.01** Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the majority of employees and shall apply to all employees at the work unit.

**Employee**

**28.02** 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 up to twenty-eight (28) calendar days, the employee works an average of the weekly hours specified in the relevant Group Specific Appendix.

**28.03** The employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.



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

**28.04** 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.

### **28.05**

- (a) The scheduled hours of work of any day may exceed or be less than the daily hours specified in the Group Specific Appendix; 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 work per week over the life of the schedule as specified in the Group Specific Appendix.
  - (i) The maximum life of a shift schedule shall be six (6) months.
- (c) Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

### **28.06 Specific Application of this Agreement**

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

- (a) **Interpretation and Definitions**
  - “Daily rate of pay” - shall not apply.
- (b) **Minimum Number of Hours Between Shifts**
  - Provisions relating to the minimum period between the termination and commencement of the employee’s next shift, shall not apply.
- (c) **Exchange of Shifts**
  - On exchange of shifts between employees, the Employer shall pay as if no exchange had occurred.

(d) **Overtime**

Overtime shall be compensated for all work performed on regular working days or on days of rest at time and three-quarter (1 3/4).

(e) **Designated Paid Holidays**

- (i) A designated paid holiday shall account for the normal daily hours of work as specified in the relevant Group Specific Appendix.
- (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 33.04 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 61.07 shall be converted to hours.

**ARTICLE 29**

**OVERTIME**

**Exclusions**

This article does not apply to the FR, LI and SC Groups.

**General**

**29.01** 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.

**29.02** Where overtime work is authorized in advance by the Employer, an employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee.

**29.03** Payments provided under this article shall not be pyramided; that is an employee shall not receive more than one compensation for the same service.

**29.04 Assignment of Overtime Work**

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

- (a) to allocate overtime work on an equitable basis among readily available qualified employees,
- and
- (b) to give employees who are required to work overtime adequate advance notice of this requirement.

**29.05** The Alliance is entitled to consult the Deputy Head or the Deputy Head's delegated representative whenever it is alleged that employees are required to work unreasonable amounts of overtime.

**29.06 Overtime Compensation**

Subject to clause 29.02, an employee is entitled to time and one-half (1 1/2) compensation for each hour of overtime worked by the employee.

**29.07** Notwithstanding clause 29.06, an employee is entitled to double (2) time for each hour of overtime worked by the employee,

- (a) on a scheduled day of work or a first (1<sup>st</sup>) day of rest, after a period of overtime equal to the normal daily hours of work specified in the Group Specific Appendix;
- and
- (b) on a second (2<sup>nd</sup>) or subsequent day of rest, provided the days of rest are consecutive, except that they may be separated by a designated paid holiday;

and

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

**29.08 Compensatory Leave**

Compensation earned under this article shall be compensated in accordance with Article 62.

**29.09 Overtime Meal Allowance**

- (a) An employee who works three (3) or more hours of overtime,
  - (i) immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period,
  - or
  - (ii) immediately following the employee's scheduled hours of work.

shall be reimbursed for one (1) meal in the amount of ten dollars (\$10), except where a free meal is provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.

- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of ten dollars (\$10) after each four (4) hour period, except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.

- (c) This clause shall not apply to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals.

**ARTICLE 30**  
**CALL-BACK PAY**

**Exclusions**

This article does not apply to the LI Group.

**30.01** If an employee is called back to work:

- (a) on a designated paid holiday which is not the employee's scheduled day of work,  
  
or
- (b) on the employee's day of rest,  
  
or
- (c) after the employee has completed his or her work for the day and has left his or her place of work,

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

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

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

- (d) The minimum payment referred to in 30.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 59.06.

**30.02 Compensatory Leave**

Compensation earned under this article shall be compensated in accordance with Article 62.

**No Pyramiding of Payments**

**30.03** Payments provided under Overtime and Reporting Pay provisions of the Agreement, the Designated Paid Holiday and Standby provisions of the Agreement and clause 30.01 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

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

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

or

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

**ARTICLE 31  
STANDBY**

**Exclusions**

This article does not apply to the FR, LI or SC Groups.

**31.01** 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.

**31.02**

- (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 clause 30.01 or the reporting pay provisions found in the relevant Group Specific Appendix, and is also eligible for reimbursement of transportation expenses in accordance with Article 67.

### **31.03 Compensatory Leave**

Compensation earned under this article shall be compensated in accordance with Article 62.

## **ARTICLE 32 DESIGNATED PAID HOLIDAYS**

**32.01** Subject to clause 32.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving
- (h) Remembrance Day,
- (i) Christmas Day,

- (j) Boxing Day,
- (k) one additional day in each year that, in the opinion of the Employer, is recognised 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 recognised as a provincial or civic holiday, the first (1<sup>st</sup>) Monday in August,
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

### **Excluded Provisions**

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The remainder of this article does not apply to employees in the FR group whose hours of work are scheduled according to Appendix A, paragraph 2.01.

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

### **32.03 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.

### **32.04 Designated Holiday Coinciding with a Day of Rest**

- (a) When a day designated as a holiday under clause 32.01 coincides with an employee's day of rest, the holiday shall be moved to the first (1<sup>st</sup>) 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 32.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.



**Work Performed on a Designated Holiday**

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

**32.06** When a day designated as a holiday for an employee is moved to another day under the provisions of clause 32.04:

- (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.

**32.07**

- (a) When an employee works on a holiday, he or she shall be paid time and one-half (1 1/2) for all hours worked, up to the daily hours specified in the relevant Group Specific Appendix, 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,
- (b) Notwithstanding paragraph (a) 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 29.07, the employee shall be paid in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.

**32.08 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 Article 30;

or

- (ii) compensation in accordance with the provisions of clause 32.07.
- (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 59.08 of this Agreement.

**32.09 Compensatory Leave**

Compensation earned under this article shall be compensated in accordance with Article 62.

**ARTICLE 33  
TRAVELLING TIME**

**33.01** 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 32, Designated Paid Holidays and Article 29, Overtime, of this Agreement.

**33.02** 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.

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

**33.04** 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 33.05 and 33.06. Travelling time shall include time necessarily spent

at each stop-over enroute provided such stop-over is not longer than three (3) hours.

**33.05** For the purposes of clauses 33.04 and 33.06, 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.

**33.06** If an employee is required to travel as set forth in clauses 33.04 and 33.05:

- (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.

### **33.07 Compensatory Leave**

Compensation earned under this article shall be compensated in accordance with Article 62.

### **33.08 Travel Status Leave**

#### **Exclusions**

This clause does not apply to employees covered by Annex I of Appendix B – General Labour and Trades Group.

- (a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for forty (40) nights during a fiscal year shall be granted eight (8) hours off with pay or seven and one-half (7.5), where the standard work week is thirty-seven and one-half (37.5) hours per week. The employee shall be credited with an additional eight (8) hours off with pay or seven and one-half (7.5), where the standard work week is thirty-seven and one-half (37.5) hours per week, for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) nights.
- (b) The maximum number of hours off earned under this clause shall not exceed forty (40) hours, or thirty-seven and one-half (37.5) hours where the standard hours per week is thirty-seven and one-half (37.5), in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) This leave with pay is deemed to be compensatory leave and is subject to clause 62.01. The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.

**ARTICLE 34**  
**LEAVE - GENERAL**

**34.01**

- (a) When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one (1) day being equal to seven and one-half (7.5) hours.
- (b) Earned leave credits or other leave entitlements shall be equal to eight (8) hours per day, or seven and one-half (7.5) hours per day where the standard workweek is thirty-seven decimal five (37.5) hours per week.
- (c) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave will be equal to the number of hours of work scheduled for the employee for the day in question.
- (d) Notwithstanding the above, in Article 46, Bereavement Leave with Pay, a “day” will mean a calendar day.

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

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

**34.03** 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.

**34.04** 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.

**34.05** 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.

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

**34.07** 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.

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

**34.09** When an employee who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, the employee is entitled during the employee's period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis, or for a period of two (2) or more months prior to the period of leave.

## **ARTICLE 35**

### **VACATION LEAVE WITH PAY**

#### **Excluded Provisions**

Clause 35.02 does not apply to employees in the FR Group.

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

**Accumulation of Vacation Leave Credits****35.02****For employees whose standard hours of work are equal to forty (40) hours per week:**

An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least eighty (80) hours:

- (a) ten (10) hours per month until the month in which the anniversary of the employee's eighth (8<sup>th</sup>) year of service occurs;
- (b) thirteen decimal three six (13.36) hours per month commencing with the month in which the employee's eighth (8<sup>th</sup>) anniversary of service occurs;
- (c) Fourteen decimal seven two (14.72) hours per month in which the employee's sixteenth (16<sup>th</sup>) anniversary of service occurs;
- (d) Fifteen decimal three six (15.36) hours per month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;
- (e) sixteen decimal seven two (16.72) hours per month in which the employee's eighteenth (18<sup>th</sup>) anniversary of service occurs;
- (f) eighteen (18) hours per month commencing with the month in which the employee's twenty-seventh (27<sup>th</sup>) anniversary of service occurs;
- (g) twenty (20) hours commencing with the month in which the employee's twenty-eighth (28<sup>th</sup>) anniversary of service occurs.

**35.02.1****For employees whose standard hours of work are equal to thirty-seven decimal five (37.5) hours per week:**

An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least seventy-five (75) hours:

- (a) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8<sup>th</sup>) year of service occurs;

- (b) twelve decimal five (12.5) hours commencing with the month in which the employee's eight (8<sup>th</sup>) anniversary of service occurs;
- (c) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16<sup>th</sup>) anniversary of service occurs;
- (d) fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;
- (e) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18<sup>th</sup>) anniversary of service occurs;
- (f) sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty- seventh (27<sup>th</sup>) anniversary of service occurs;
- (g) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28<sup>th</sup>) anniversary of service occurs.

**35.02.2**

- (i) Effective on March 22, 2005, employees with more than two (2) years of service, as defined in clause 35.03, shall be credited a one-time entitlement of forty (40) hours of vacation leave with pay, or thirty-seven decimal five (37.5) where the standard work week is thirty-seven decimal five (37.5) hours.
- (ii) Employees shall be credited a one-time entitlement of forty (40) hours of vacation leave with pay on the first (1<sup>st</sup>) day of the month following the anniversary of the employee's second (2<sup>nd</sup>) year of service, as defined in clause 35.03, or thirty-seven decimal five (37.5) where the standard work week is thirty-seven decimal five (37.5) hours.
- (iii) The vacation leave credits provided under clause 35.02.2(i) and (ii) above shall be excluded from the application of paragraph 35.11 dealing with the Carry-over and/or Liquidation of Vacation Leave.



**35.03**

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- (a) For the purpose of clause 35.02 and 35.02.1 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 (1) year following the date of lay-off. For greater certainty, severance payments taken under Article 60.04 to 60.07, or similar provisions in other collective agreements, do not reduce the calculation of service for persons who have not yet left the public service.
  
- (b) Notwithstanding paragraph (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.

<b>Bargaining Unit</b>	<b>Date of Signing</b>
HP	April 6, 1989
GL&T	May 4, 1989
LI	June 19, 1989
HS	June 21, 1989
FR	June 30, 1989
GS	August 4, 1989
SC	December 31, 1989
PR(S)	July 7, 2000

- (i) Sub-clause (b) above applies with respect to Printing Operations Supervisory employees except that May 31, 1990 shall be replaced by the first (1<sup>st</sup>) day of the month following the date of signing.

**35.04** 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 and Granting of Vacation Leave With Pay**

#### **35.05**

- (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- (b) The Employer reserves the right to schedule an employee's vacation leave. In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:
  - (i) grant an employee's vacation leave in an amount and at such time as the employee may request;
  - (ii) not recall an employee to duty after the employee has proceeded on vacation leave;
  - (iii) not cancel nor alter a period of vacation leave which has been previously approved in writing;
  - (iv) ensure that, at the request of employee, vacation leave in periods of two (2) weeks or more are started following a scheduled period of rest days.
- (c) Representative of the Alliance shall be given the opportunity to consult with representatives of the Employer on vacation schedules.

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**35.06** 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 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.

**35.07** 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.

### **35.08 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.

### **35.09 Recall from Vacation Leave**

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- (a) Where an employee is recalled to duty during any period of vacation leave, the employee shall be reimbursed for reasonable expenses that the employee incurs:
  - (i) in proceeding to the employee's place of duty,  
and
  - (ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled,after submitting such accounts as are normally required by the Employer.

\*\*

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

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

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When the Employer cancels or alters a period of vacation 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.

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

**Clause 35.11 Carry-Over and Liquidation of Vacation Leave will take effect on April 1, 2005.**

- (a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and eighty (280) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and eighty (280) hours shall be automatically paid in cash at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.
- (b) Notwithstanding paragraph (a), if on March 31, 2005 or on the date an employee becomes subject to this Agreement subsequent to March 31, 2005, an employee has more than two hundred and eighty (280) hours of unused vacation leave credits, a minimum of eighty (80) hours per year shall be granted or paid in cash by March 31<sup>st</sup> of each year, commencing on March 31, 2006 until all vacation leave credits in excess of two hundred and eighty (280) hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31<sup>st</sup> of the applicable previous vacation year.

**35.12** 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 one hundred and twenty (120) hour, or one hundred and twelve point five (112.5) hours, where the standard work week is thirty-seven decimal five (37.5) hours per week, 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 31<sup>st</sup> of the previous vacation year.

### **Leave When Employment Terminates**

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**35.13** 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 hours of earned but unused vacation leave to the employee's credit by the rate of pay as calculated from the classification prescribed in the certificate of appointment on the date of the termination of employment.

**35.14** Notwithstanding clause 35.13, 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 35.13, if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

**35.15** 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 (1<sup>st</sup>) year of continuous employment in the case of lay-off, and the tenth (10<sup>th</sup>) year of continuous employment in the case of resignation.

### **35.16 Appointment to a Separate Employer**

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Notwithstanding clause 35.13, 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 leave credits, provided that the appointing organization will accept such credits.

### **35.17 Appointment from a Separate Employer**

An employee who has resigned from an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* may, with concurrence of Employer, transfer up to two hundred and eighty (280) hours of earned vacation leave credits earned previously with that organization.

## **ARTICLE 36**

### **SICK LEAVE WITH PAY**

#### **Credits**

#### **36.01**

- (a) An employee shall earn sick leave credits at the rate of ten (10) hours or, nine decimal three seven five (9.375) where the standard work is thirty-seven decimal five (37.5) hours per week, for each calendar month for which the employee receives pay for at least eighty (80) hours of pay, or seventy-five (75) hours of pay where the standard work week is thirty-seven decimal five (37.5) hours per week.
- (b) A shift worker shall earn additional sick leave credits at the rate of one decimal three three (1.33) hours or, one decimal twenty-five (1.25) hours where the standard work week is thirty-seven decimal five (37.5) hours per week, for each calendar month during which he or she works shifts and he or she receives pay for at least eighty (80) hours of pay or, seventy-five (75) hours of pay where the standard work week is thirty-seven decimal five (37.5) hours per week. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used one hundred twenty (120) hours, or one hundred and twelve and one-half (112.5) where the standard work week is thirty-seven decimal five (37.5) hours per week, of sick leave credits during the current fiscal year.

#### **Granting of Sick Leave**

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

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

and

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

**36.03** Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 36.02(a).

**36.04** When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 36.03, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to two hundred (200) hours or, one hundred eighty-seven and one-half (187.5), where the standard work week is thirty-seven decimal five (37.5), hours per week, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

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

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

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**36.07**

- (a) 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 lay-off and who is reappointed in the Public Service within two (2) years from the date of lay-off.
- (b) 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 due to the end of a specified period of employment, and who is reappointed in the core

public administration within one (1) year from the end of the specified period of employment.

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

### **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 eighteen (18) 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 while her newborn child is hospitalized,
  
- the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization while the employee was not on maternity leave, to a maximum of eighteen (18) 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 to take leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks before the initial date of continuous leave of absence while 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 maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,

and

  - (iii) has signed an agreement with the Employer stating that:
    - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
    - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;

(C) should she fail to return to work for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

$$\frac{(\text{allowance received}) \times (\text{remaining period to be worked following her return to work})}{[\text{total period to be worked as specified in (B)}]}$$

however, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the *Public Service Labour Relations Act* or Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

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

and

- (ii) for each week that the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit 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 or Québec Parental Insurance Plan maternity 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 or the Parental Insurance Act* in Québec.
- (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 that would increase the maternity allowance 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 Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance or Québec Parental Insurance Plan maternity 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 per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or through 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 while she would have been eligible for maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance Plan maternity benefits for the reasons described in subparagraph (a)(i).

## **ARTICLE 39**

### **PARENTAL LEAVE WITHOUT PAY**

#### **39.01 Parental Leave Without Pay**

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two periods.
- (d) Notwithstanding paragraphs (a) and (b):
- (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or

- (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while 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 while the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

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

### **39.02 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, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan 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) Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 38.02(a)(iii)(B), if applicable;

(C) should he or she fail to return to work for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

$$\frac{(\text{allowance received}) \times (\text{remaining period to be worked following his/her return to work})}{[\text{total period to be worked as specified in (B)}]}$$

however, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the *Public Service Labour Relations Act* or Parks Canada, the



Canada Revenue Agency or the Canadian Food Inspection Agency within a period of ninety (90) 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 section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
  - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
  - (ii) for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, he/she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he/she would have been eligible if no extra monies had been earned during this period.
  - (iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.

- (d) At the employee's request, the payment referred to in subparagraph 39.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan 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* or the *Parental Insurance Act* in Quebec.
- (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 that would increase the parental allowance 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.
- (k) The maximum combined, shared maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

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

- (a) An employee who:
  - (i) fails to satisfy the eligibility requirement specified in subparagraph 39.02(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 through the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits,  
  
and
  - (ii) has satisfied all of the other eligibility criteria specified in paragraph 39.02(a), other than those specified in sections (A) and (B) of subparagraph 39.02(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 per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or through the *Government Employees Compensation Act*.
- (b) An employee shall be paid an allowance under this clause and under clause 39.02 for a combined period of no more than the number of weeks while the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

**ARTICLE 40**  
**LEAVE WITHOUT PAY FOR THE CARE OF FAMILY**

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

**40.02** Subject to paragraph 2.01(m), an employee shall be granted leave without pay for the care of family in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (b) leave granted under this paragraph shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the public service;
- (d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.
- (e) **Compassionate Care Leave**
  - (i) Notwithstanding the definition of "family" found in clause 2.01 and notwithstanding paragraphs 41.02(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.
  - (ii) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.
  - (iii) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.

- (iv) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.

**40.03** 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.

**40.04** All leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children provisions under the terms of previous Operational Services collective agreements or other agreements will not count towards the calculation of the maximum amount of time allowed for Care of Family during an employee's total period of employment in the public service.

## **ARTICLE 41**

### **VOLUNTEER LEAVE**

**41.01** Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to eight (8) hours, or up to seven decimal five (7.5) hours, where the standard work-week is thirty-seven and decimal five (37.5) hours per week, of leave with pay to work as a volunteer for a charitable or community organisation or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

## **ARTICLE 42**

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

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

**42.02** The total leave with pay which may be granted under this article shall not exceed:

- (i) 37.5 hours in a fiscal year where the standard work week is thirty-seven decimal five (37.5) hours;
- (ii) 40 hours in a fiscal year where the standard work week is forty (40) hours;
- (iii) 42 hours in a fiscal year where the standard work week is forty-two (42) hours;
- (iv) 46.6 hours in a fiscal year where the standard work week is forty-six point six (46.6) hours.

**42.03** Subject to clause 42.02, the Employer shall grant leave with pay under the following circumstances:

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

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- (e) twenty percent (20%) of the applicable hours stipulated in clause 42.02 above may be used:
  - (i) to attend school functions, if the supervisor was notified of the function as far in advance as possible;
  - (ii) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;

- (iii) to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

## **ARTICLE 43**

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

**43.01** 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 44**

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

**44.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24<sup>th</sup>) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child. On being informed of the cessation, the employer, with the written consent of the employee, shall notify the appropriate work place committee or the health and safety representative.

**44.02** An employee's request under clause 44.01 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.

**44.03** An employee who has made a request under clause 44.01 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.

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

**44.05** 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.

**44.06** 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.

**44.07** Notwithstanding 44.05, for an employee working in an institution where she is in direct and regular contact with offenders, if 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 with pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than at the time the employee



proceeds on Maternity Leave Without Pay or the termination date of the pregnancy, whichever comes first.

#### **ARTICLE 45**

#### **LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE**

**45.01** 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 46**

#### **BEREAVEMENT LEAVE WITH PAY**

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**46.01** When a member of the employee's family dies, an employee shall be entitled to a bereavement period of seven (7) consecutive calendar days. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regular 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.

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

**46.03** 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 46.01 and 46.02, 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.

**46.04** 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 and/or in a manner different than that provided for in clauses 46.01 and 46.02.

## **ARTICLE 47 COURT LEAVE**

**47.01** 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 48**  
**PERSONNEL SELECTION LEAVE**

**48.01** 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 Labour 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 49**  
**EDUCATION LEAVE WITHOUT PAY**

**49.01** 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.

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

**49.03** 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.

**49.04**

- (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 50****CAREER DEVELOPMENT LEAVE**

**50.01** 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.

**50.02** 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 50.01. The employee shall receive no compensation under Article 29, Overtime, and Article 33, Travelling Time, during time spent on career development leave provided for in this article.

**50.03** 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 51**

### **EXAMINATION LEAVE WITH PAY**

**51.01** 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 52**

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

**52.01** 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.

#### **52.02 Personal Leave**

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to eight (8) hours, or up to seven decimal five (7.5) hours, where the standard work-week is thirty-seven decimal five (37.5) hours per week, of leave with pay for reasons of a personal nature.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

**ARTICLE 53**  
**RESTRICTION ON OUTSIDE EMPLOYMENT**

**53.01** 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 54**  
**STATEMENT OF DUTIES**

**54.01** 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 55**  
**DUTY ABOARD VESSELS**

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

**55.02** 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.

**55.03** 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.

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

**55.05**

- (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 56****EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES****56.01**

- (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.

**56.02**

- (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.

**56.03** 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 57**

**PENOLOGICAL FACTOR ALLOWANCE**

**General**

**57.01** 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.

**57.02** 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.

**57.03** The payment of the allowance for the Penological Factor is determined by the designated security level of the penitentiary as determined by the Correctional Service of Canada. For those institutions with more than one (1) designated security level (i.e. multi-level institutions), the PFA shall be determined by the highest security level of the institution.

**Amount of PFA**

**57.04**

**Penological Factor  
Designated Security Level of the Penitentiary**

<b>Maximum</b>	<b>Medium</b>	<b>Minimum</b>
\$2,000	\$1,000	\$600



**Application of PFA**

**57.05** 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 57.02 above are applicable.

**57.06** 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.

**57.07** Except as prescribed in clause 57.10 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.

**57.08** Except as provided in clause 57.09 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 level 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 (1) 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.

**57.09** When the incumbent of a position to which PFA applies, is temporarily assigned a position to which a different level 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.

**57.10** 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.

**57.11** 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.*

**57.12** 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 58**

### **WASH-UP TIME**

#### **Exclusions**

This article applies only to the FR, GL, GS, HP, HS, and PR(S) Groups.

**58.01** 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.

## **ARTICLE 59**

### **PART-TIME EMPLOYEES**

#### **59.01 Definition**

Part-time employee means an employee whose weekly scheduled hours of work on average are less than those established in the relevant Group Specific Appendix, but not less than those prescribed in the *Public Service Labour Relations Act*.

## **General**

**59.02** Unless otherwise specified in this article, part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work compared with those specified in the relevant Group Specific Appendix.

**59.03** Part-time employees are entitled to overtime compensation in accordance with subparagraph (q)(ii) of the overtime definition in clause 2.01.

**59.04** The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days or the weekly hours specified in the relevant Group Specific Appendix.

## **Specific Application of this Agreement**

### **59.05 Reporting Pay**

Subject to clause 59.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, or is entitled to receive a minimum payment rather than pay for actual time worked during a period of standby, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

### **59.06 Call-Back**

When a part-time employee meets the requirements to receive call-back pay in accordance with clause 30.01(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**

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

**59.08** 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 32.01, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to the daily hours specified in the relevant Group Specific Appendix, and double time (2T) thereafter.

**59.09** 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 32.01, shall be paid for the time actually worked in accordance with clause 59.08, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

**59.10 Vacation Leave**

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee's normal workweek, at the rate for years of service established in clause 35.02 of this Agreement, prorated and calculated as follows:

- (a) when the entitlement is ten (10) hours a month, .250 multiplied by the number of the hours in the employee's workweek per month;
- (b) when the entitlement is thirteen point thirty-six (13.36) hours a month, .333 multiplied by the number of the hours in the employee's workweek per month;
- (c) when the entitlement is fourteen point seventy-two (14.72) hours a month, .367 multiplied by the number of the hours in the employee's workweek per month;
- (d) when the entitlement is fifteen point thirty-six (15.36) hours a month, .383 multiplied by the number of the hours in the employee's workweek per month;
- (e) when the entitlement is sixteen point seventy-two (16.72) hours a month, .417 multiplied by the number of the hours in the employee's workweek per month;
- (f) when the entitlement is eighteen (18) hours a month, .450 multiplied by the number of hours in the employee's workweek per month;
- (g) when the entitlement is twenty (20) hours a month, .500 multiplied by the number of the hours in the employee's workweek per month.

**59.11 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 (2) the number of hours in the employee's normal workweek.

**59.12 Vacation and Sick Leave Administration**

- (a) For the purposes of administration of clauses 59.10 and 59.11, 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.

**59.13 Bereavement Leave**

Notwithstanding clause 59.02, there shall be no prorating of a “day” in Article 46, Bereavement Leave With Pay.

**59.14 Severance Pay**

Notwithstanding the provisions of Article 60, Severance Pay, of this Agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full- and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

**ARTICLE 60**  
**SEVERANCE PAY**

\*\*

Effective August 6, 2011 clauses 60.01(b) and (d) are deleted from the collective agreement.

**60.01** Under the following circumstances and subject to clause 60.02, 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 (1<sup>st</sup>) lay-off for the first (1<sup>st</sup>) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- (ii) On second (2<sup>nd</sup>) or subsequent lay-off one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under sub-paragraph (a)(i).

**(b) Resignation**

On resignation, subject to paragraph 60.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

**(c) Rejection on Probation**

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

**(d) Retirement**

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

or

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

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

(e) **Death**

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

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

- (i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to Section 12(1)(e) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.
- (ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to Section 12(1)(d) of the *Financial Administration Act*, one (1)

week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

\*\*

**60.02** 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 60.01 and 60.04 be pyramided.

For greater certainty, payments made pursuant to 60.04 – 60.07 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

\*\*

**60.03 Appointment to a Separate Agency Organization**

An employee who resigns to accept an appointment with an organization listed in Schedule V of the Financial Administration Act shall be paid all severance payments resulting from the application of 60.01(b) (prior to August 6, 2011) or 60.04-60.07 (commencing on August 6, 2011).

\*\*

**60.04 Severance Termination**

- (a) Subject to 60.02 above, indeterminate employees on August 6, 2011 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.
- (b) Subject to 60.02 above, term employees on August 6, 2011 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.



\*\*

**Terms of Payment****60.05 Options**

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- (a) as a single payment at the rate of pay of the employee's substantive position as of August 6, 2011, or
- (b) as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration, or
- (c) as a combination of (a) and (b), pursuant to 60.06(c).

\*\*

**60.06 Selection of Option**

- (a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The employee who opts for the option described in 60.05(c) must specify the number of complete weeks to be paid out pursuant to 60.05(a) and the remainder to be paid out pursuant to 60.05(b).
- (d) An employee who does not make a selection under 60.06(b) will be deemed to have chosen option 60.05(b).

\*\*

**60.07 Appointment from a Different Bargaining Unit**

This clause applies in a situation where an employee is appointed into a position in the SV bargaining unit from a position outside the SV bargaining where, at the date of appointment, provisions similar to those in 60.01(b) and (d) are still in force, unless the appointment is only on an acting basis.

- (a) Subject to 60.02 above, on the date an indeterminate employee becomes subject to this Agreement after August 6, 2011, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (b) Subject to 60.02 above, on the date a term employee becomes subject to this Agreement after August 6, 2011, he or she shall be entitled to severance payment payable under 60.05(b), equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (c) An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 60.05; however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

## **ARTICLE 61**

### **PAY ADMINISTRATION**

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

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

- (a) The pay specified in the relevant Group Specific Appendix, 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 the relevant Group Specific Appendix, 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.

**61.03**

- (a) The rates of pay set forth in Group Specific Appendices shall become effective on the dates specified therein.
- (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 revision up to and including the day before this Agreement is signed or when an arbitral award is rendered therefore;
  - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the groups identified in Article 9 of this Agreement during the retroactive period;
  - (iii) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;
  - (iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the *Public Service Terms and Conditions of Employment Regulations*, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
  - (v) no payment or no notification shall be made pursuant to paragraph 61.03(b) for one dollar (\$1.00) or less.

**61.04** 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.

**61.05** 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.

**61.06** 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.

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

**61.08** 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.

### **Pay Administration**

**61.09** The Employer will endeavour to make cash payments for overtime and other premium payments within four (4) weeks following the end of the calendar month in which it is earned.

### **No Pyramiding of Payments**

**61.10** Payments provided under Overtime, Reporting Pay, the Designated Paid Holiday and Standby and Call-Back provisions of the Agreement shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

### **61.11 Pay Notes (Former Canada Customs and Revenue Agency Employees)**

- (a) Effective date of transfer or appointment to CBSA, the employee's new rate of pay shall be the step or rate in the B line of the new salary grid, which is closest to, but not less than, the rate of pay received on that day.
- (b) Should the employee's salary exceed the maximum of the range or the rate for his/her group and level, the employee's salary shall remain

unchanged until such time as the maximum rate of pay for the employee's group and level is equal to, or greater than, the employee's salary.

- (c) Effective August 5, 2004, should the employee's salary be within the new salary band in the B line, the employee's new rate of pay shall be the step or the rate of pay in the B line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum in an annualized amount equivalent to the difference between the value of the economic increase (i.e. 2.25%) and the actual salary increase, to be paid bi-weekly.
- (d) Effective August 5, 2004, employees, subject to paragraph (b), shall receive a lump sum payment in an annualized amount equivalent to two decimal twenty-five per cent (2.25%) of the employee's rate of pay, to be paid bi-weekly, in lieu of the economic increase.
- (e) Effective August 5, 2005, should the employee's salary be within the new salary band or lower or equal to the rate in the C line, the employee's new rate of pay shall be the step or rate in the C line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum in an annualized amount equivalent to the difference between the value of the economic increase (i.e. 2.4%) and the actual salary increase, to be paid bi-weekly.
- (f) Effective August 5, 2005, employees subject to paragraph b) shall receive a lump sum payment in an annualized amount equivalent to two decimal four per cent (2.4%) of the employee's rate of pay, to be paid bi-weekly, in lieu of the economic increase.
- (g) Effective August 5, 2006, should the employee's salary be within the new salary band or lower or equal to the rate in the he rate in the D line, the employee's new rate of pay shall be the step or rate in the D line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum payment in an annualized amount equivalent to the difference between the value of the economic increase (i.e. 2.5%) and the actual salary increase, to be paid bi-weekly.
- (h) Effective August 5, 2006, employees who continue to be subject to paragraph d) shall receive a lump sum payment in an annualized amount equivalent to two decimal five per cent (2.5%) of the employee's rate of pay, to be paid bi-weekly, in lieu of the economic increase.

- (i) All other provisions of the new collective agreement shall apply.

**ARTICLE 62**  
**COMPENSATORY LEAVE**

Exception: This article does not apply to the SC group.

**62.01**

- (a) All the overtime, travelling time compensated at overtime rates, standby pay, reporting pay, call-back pay, and time worked on a designated paid holiday, shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, compensation shall be in equivalent leave with pay.

Notwithstanding the above paragraph, designated paid holidays for FR employees will be compensated in accordance with clause 6.01 of Appendix A.

- (b) Compensatory leave may be granted subject to operational requirements and adequate advance notice being provided.
- (c) At the request of the employee, and with the approval of the employer, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, at the rate in effect at the time of the request.
- (d) Compensatory leave earned in a fiscal year, and outstanding as of September 30<sup>th</sup> of the next following fiscal year will be paid at the employee's rate of pay on September 30<sup>th</sup>.

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

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

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

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

### **ARTICLE 63 DANGEROUS GOODS**

Exception: This does not apply to the GS group.

**63.01** An employee certified pursuant to the *Transportation of Dangerous Goods Act* and who is assigned the responsibility for packaging and labelling of Dangerous Goods for shipping in accordance with the above Act, shall receive a daily allowance of three dollars and fifty cents (\$3.50) for each day they are required to package and label Dangerous Goods for shipping, to a maximum of seventy-five dollars (\$75) in a month where the employee maintains such certification.

### **ARTICLE 64 MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES**

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

**64.02** 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 65 RELIGIOUS OBSERVANCE**

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

**65.02** 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.

**65.03** Notwithstanding clause 65.02, 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.

**65.04** 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 unless, because of unforeseeable circumstances, such notice cannot be given.

## **ARTICLE 66**

### **TRADE CERTIFICATION FEES**

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

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

## **ARTICLE 67**

### **TRANSPORTATION EXPENSES**

**67.01** If an employee is called back or is required to report to work pursuant to Articles 29, 30, 31, 32, or the Reporting Pay clauses of the appropriate Appendix,

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

or



- (b) on the employee's day of rest,  
or
- (c) after the employee has completed his or her work for the day and has left his or her place of work,  
or
- (d) for overtime worked which is not contiguous to the employee's scheduled hours of work,

and reports for work, 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 and the employee travels by means of his or her own automobile,  
or
  - (ii) out-of-pocket expenses for other means of commercial transportation.
- (e) 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 68**  
**AGREEMENT REOPENER**

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

**\*\*ARTICLE 69**

**DURATION**

**69.01** The provisions of this Agreement will expire on August 4, 2014.

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

SIGNED AT OTTAWA, this 6<sup>th</sup> day of the month of April 2011.

THE TREASURY BOARD  
OF  
CANADA

ORIGINAL SIGNED BY

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Hélène Laurendeau

ORIGINAL SIGNED BY

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Guy Lauzé

ORIGINAL SIGNED BY

---

Cynthia Nash

ORIGINAL SIGNED BY

---

Stephen Peck

ORIGINAL SIGNED BY

---

Pierre Voisine

ORIGINAL SIGNED BY

---

Daniel Cyr

ORIGINAL SIGNED BY

---

Lise Roberge

ORIGINAL SIGNED BY

---

Isabelle Tremblay

ORIGINAL SIGNED BY

---

Lucia Kuhl

THE PUBLIC SERVICE  
ALLIANCE OF  
CANADA

ORIGINAL SIGNED BY

---

Robyn Benson

ORIGINAL SIGNED BY

---

Liam McCarthy

ORIGINAL SIGNED BY

---

Élisabeth Woods

ORIGINAL SIGNED BY

---

Melvin Dureen

ORIGINAL SIGNED BY

---

Donna Gourley

ORIGINAL SIGNED BY

---

Glenn Horman

ORIGINAL SIGNED BY

---

Randy Sanderson

ORIGINAL SIGNED BY

---

Robert Spencer

ORIGINAL SIGNED BY

---

Steve Van Opstal

THE TREASURY BOARD  
OF  
CANADA

ORIGINAL SIGNED BY

---

Denise McKinlay

ORIGINAL SIGNED BY

---

Shirley A. Richard

ORIGINAL SIGNED BY

---

Brian Kendall

THE PUBLIC SERVICE  
ALLIANCE OF  
CANADA

ORIGINAL SIGNED BY

---

Blair Winger

**APPENDIX A**  
**FIREFIGHTERS GROUP -**  
**SPECIFIC PROVISIONS AND**  
**RATES OF PAY**

**APPENDIX A**

**FIREFIGHTERS GROUP -  
SPECIFIC PROVISIONS AND  
RATES OF PAY**

Notwithstanding the General Provisions of this collective agreement, the following specific provisions shall apply to employees performing duties in the Firefighters Group.

**General**

**Interpretation and Definitions:**

- (a) **“daily rate of pay”** means an employee’s annual rate of pay divided by the number of working days in his or her annual work schedule;
- (b) **“hourly rate of pay”** means a full-time employee’s weekly rate of pay divided by forty-two (42), except that for an employee who is employed as a fire chief, deputy chief, fire prevention officer or a fire prevention inspector “hourly rate of pay” means that employee’s weekly rate of pay divided by thirty-seven decimal five (37.5);
- (c) “With respect to the application of clause 52.02 - Personal Leave and clause 41.01 - Volunteer Leave, for firefighters where the standard work week is forty-two (42) hours, the reference to a single period shall be “up to eight point four (8.4) hours”.

**Vacation Leave**

**1.01 Accumulation of Vacation Leave**

\*\*

- (a) An employee whose work schedule requires two thousand one hundred eighty-four (2184) hours per year, and who has earned pay for at least eighty (80) hours for each calendar month of a fiscal year, shall earn vacation leave at the following rates:
  - (i) eleven (11) hours per month if the employee has completed less than eight (8) years of service;

- (ii) fourteen (14) hours per month if the employee has completed between eight (8) and sixteen (16) years of service;
  - (iii) fifteen decimal six (15.6) hours per month after the employee has completed sixteen (16) years of service;
  - (iv) sixteen decimal four (16.4) hours per month after the employee has completed seventeen (17) years of service;
  - (v) eighteen (18) hours per month after the employee has completed eighteen (18) years of service;
  - (vi) nineteen (19) hours per month after the employee has completed twenty-seven (27) years of service;
  - (vii) twenty-one (21) hours per month after the employee has completed twenty-eight (28) years of service;
- (b) Any other employee who has earned pay for at least seventy-five (75) hours for each calendar month of a fiscal year shall earn vacation leave in accordance with clause 35.02.1.
- (c) for the purpose of clause 1.01 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 (1) year following the date of lay-off.

**1.02** With respect to the application of clause 35.02.2, for firefighters where the standard work week is forty-two (42) hours the entitlement is forty-two (42) hours of vacation leave with pay.

## **Hours of Work and Overtime**

### **2.01 Hours of Work**

When hours of work are scheduled for employees they shall be scheduled so that employees work an average of forty-two (42) hours per week over the life of their schedule.

\*\*

**2.02** Clause 2.01 shall not apply and Article 28 shall apply to an employee who is employed as a fire chief, deputy chief, training officer, fire prevention officer or a fire prevention inspector. The scheduled hours of work for such employees shall be thirty-seven decimal five (37.5) hours per week exclusive of meal breaks.

### **General**

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

### **2.04**

- (a) The scheduling of hours of work and the establishment of shift schedules shall be done by the Employer. A shift schedule shall be established for, and posted in each Fire Hall.
- (b) The Employer agrees that no shift schedule shall provide for split shifts.

### **2.05**

- (a) The Employer shall post a duty roster in each Fire Hall eight (8) days in advance. If, as a result of a change in a duty roster, an employee is transferred to another platoon on less than ninety-six (96) hours' notice in advance of the starting time of the first (1<sup>st</sup>) shift of the employee's new platoon, the employee shall be paid at the rate of time and one-half (1 1/2) for the first (1<sup>st</sup>) shift worked in the schedule of the employee's new platoon. Subsequent shifts worked on the schedule of the employee's new platoon shall be paid for at the employee's hourly rate of pay.
- (b) Sub-clause 2.05(a) shall not apply to an employee when the employee is returned to the employee's regular platoon following a temporary assignment to a new platoon.
- (c) Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

### **2.06 Assignment of Overtime Work**

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



- (a) to allocate overtime work on an equitable basis among readily available qualified employees,  
  
and
- (b) to give employees who are required to work overtime adequate advance notice of this requirement.

**2.07** The Alliance is entitled to consult with the deputy minister or the Deputy Head's representative whenever it is alleged that employees are required to work unreasonable amounts of overtime.

**2.08 Overtime Compensation**

- (a) Except as provided in sub-clause 2.08(b) and subject to clause 2.10, an employee is entitled to time and one-half (1 1/2) compensation for each hour of overtime worked by the employee. When an employee is required to work overtime immediately following their scheduled shift, or on a day of rest, or designated paid holiday, which extends into his or her next scheduled shift, the employee will continue to be compensated at the applicable overtime rate until he or she has had a break of at least eight (8) hours.
- (b) Subject to clause 2.10, an employee who is employed as fire chief, deputy chief, fire prevention officer or fire prevention inspector who is required to work overtime on the employee's scheduled work day is entitled to compensation at the employee's hourly rate of pay for the first one-half (1/2) hour of overtime worked by the employee and at time and one-half (1 1/2) for all overtime hours worked by the employee in excess of the first one-half (1/2) hour of overtime in each work day.
- (c) Compensation earned under this article shall be compensated in accordance with Article 62.

**2.09** Subject to clause 2.10, an employee is entitled to double (2) time compensation for each hour of overtime worked by the employee on the employee's second (2<sup>nd</sup>) or subsequent day of rest, provided the days of rest are consecutive and contiguous.

**2.10** An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee.

**2.11** Except when a free meal can be provided:

- (a) An employee who has not received at least twelve (12) hours advanced notice of an overtime requirement and who works three (3) or more consecutive hours of overtime immediately following the employee's scheduled hours of work shall be paid a meal allowance in the amount of ten dollars (\$10). When continuous overtime extends beyond seven (7) hours, a second (2<sup>nd</sup>) meal allowance in the amount of ten dollars (\$10) shall be provided. Only two (2) meals shall be provided in one overtime shift, except when an overtime period in excess of three (3) hours immediately precedes an employee's scheduled hours of work, a meal allowance in the amount of ten dollars (\$10) shall be paid. Consecutive overtime shifts shall be construed as following scheduled hours of work.
- (b) Reasonable time to be determined by the Employer shall be allowed the employee in order that the employee may take a meal break.

**Sick Leave With Pay****3.01 Credits**

- (a) An employee whose work schedule requires two thousand one hundred eighty-four (2184) hours per year shall earn credits at the rate of eleven (11) hours per month for each calendar month for which the employee earns pay for at least eighty (80) hours.
- (b) An employee subject to clause 2.01 of this Appendix shall earn additional sick leave credits at the rate of one (1) hour for each calendar month during which he or she works shifts and he or she receives pay for at least the period identified in (a) or (b) above. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used all earned sick leave credits during the current fiscal year.
- (c) Any other employee shall earn credits at the rate of ten (10) hours for each calendar month for which the employee earns pay for at least seventy-five (75) hours.

**Reporting Pay**

**4.01**

- (a) When an employee is required to report and reports to work on a day of rest the employee is entitled to a minimum of three (3) hours' pay at the applicable overtime rate.
- (b) The minimum payment referred to in 4.01(a) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with article 59.05.

**4.02** When an employee is required to report and reports to work after the employee has completed the employee's work for the day and has left the place of work the employee is entitled to a minimum of two (2) hours' pay at the hourly rate of pay.

**Long Service Pay**

**5.01** An employee who receives pay for at least eighty-four (84) hours for each of twelve (12) consecutive calendar months for which the employee is eligible to receive long service pay, beginning October 1 of each year, is entitled to be paid, in a lump sum, an amount related to the employee's period of service in the Public Service set out in the following table:

<b>Period of Service in the Public Service</b>	<b>Annual Amount</b>
5 to 9 years	\$740
10 to 14 years	850
15 to 19 years	980
20 to 24 years	1110
25 to 29 years	1240
30 years or more	1370

**5.02** An employee who does not receive at least eighty-four (84) hours' pay for each of twelve (12) consecutive calendar months for which the employee is eligible to receive long service pay, beginning October 1 of each year, is entitled to one-twelfth (1/12) of the relevant amount as set out in clause 5.01 for each month for which he/she receives at least eighty-four (84) hours' pay.

**5.03** Where an employee does not complete the employee's specified period of service in the Public Service upon the first (1<sup>st</sup>) day of a calendar month, the employee shall, for the purpose of clause 5.01, be deemed to have completed the specified period of employment:

- (a) on the first (1<sup>st</sup>) day of the current month if the employee completes the specified period of employment during the first fifteen (15) days of the month,  
  
and
- (b) on the first (1<sup>st</sup>) day of the subsequent month in any other case.

**Designated Paid Holidays**

\*\*

Clause 6.01 shall not apply and Article 32 shall apply to an employee who is employed as a fire chief, deputy chief, training officer, fire prevention officer or a fire prevention inspector.

**6.01 Compensation for Designated Paid Holidays**

- (a) The designated paid holidays in a fiscal year shall be anticipated to the end of the year and "lieu day" credits established. Each fiscal year shall be deemed to include eleven (11) designated paid holidays.
- (b) Each employee shall select the method of lieu day compensation, which he or she prefers. Such selection shall be made as of April 1, and shall remain valid for the following twelve-month (12) period.
- (c) The employee shall select one of the following methods of lieu day compensation:
  - (i) cash payment;
  - (ii) compensatory leave;
  - or
  - (iii) combination of cash payment and compensatory leave.
- (d) The employee shall make such selection known to the Employer and in the manner required by the Employer.

- (e) In the event the employee fails to make the selection referred to above, the method of compensation shall be determined by the Employer.
- (f) An employee who has elected the compensatory leave method shall have his lieu days scheduled in the fiscal year in which they are credited to him. In scheduling such lieu days the Employer shall, subject to the operational requirements of the service:
  - (i) schedule an employee's lieu days on the dates requested when such a request is made in writing thirty (30) days in advance;
  - (ii) schedule any remaining lieu days after consulting with the employee, if as of October 1 the Employer has been unable to accommodate an employee's request or no request has been filed; such schedule shall be subject to at least twenty-eight (28) days' advance notice;
  - (iii) provide by mutual agreement lieu days requested on shorter notice, notwithstanding the above.
- (g) Lieu days may be granted as an extension to vacation leave or as occasional days and shall be charged against the lieu day credits on the basis of one (1) shift for one (1) day.
- (h) At the end of each fiscal year, the employee shall be paid in cash for each unused lieu day at one and one-half (1 1/2) times his daily rate of pay.

### **High Angle Rescue Allowance**

\*\*

**7.01** Employees who obtain and maintain certification in technical rescue operations and are assigned high angle rescue responsibilities in situations/incidents, other than rescue operations conducted at fires or crashes, specifically involving the rescue of individuals trapped beyond the reach of aerial ladder truck capabilities, on cranes, in Dry Docks or buildings, shall receive a monthly allowance of seventy-five dollars (\$75). Entitlement to this allowance ends effective March 31, 2013.

**Nuclear Emergency Response Team**

\*\*

**7.02** Firefighters working in Fire Halls at CFB Esquimalt and CFB Halifax, who are designated as members of a Nuclear Emergency Response Team, are trained, maintain their qualifications and are assigned duties, shall receive a monthly allowance of one hundred and fifty dollars (\$150).Entitlement to this allowance ends effective March 31, 2013.

**\*\*ANNEX A****FR - FIREFIGHTERS GROUP****ANNUAL RATES OF PAY**

(in dollars)

- A) Effective August 5, 2011**
- B) Effective August 5, 2012**
- X) Effective April 1, 2013 - Restructure**
- C) Effective August 5, 2013**

**FR - RECRUITMENT RATE**

From:	\$	45338	48162
To:	A	46131	49005
	B	46823	49740
	X	46823	49740
	C	47759	50735

**FR-1**

From:	\$	51834	53167	54534	56334	58189
To:	A	52741	54097	55488	57320	59207
	B	53532	54908	56320	58180	60095
	X	53532	54908	58967	60914	62919
	C	54603	56006	60146	62132	64177

**FR-2**

From:	\$	57392	59328	61274
To:	A	58396	60366	62346
	B	59272	61271	63281
	X	62058	64151	66255
	C	63299	65434	67580

**FR-3**

From:	\$	65136
To:	A	66276
	B	67270
	X	70432
	C	71841

**FR-4**

From:	\$	69236
To:	A	70448
	B	71505
	X	74866
	C	76363

**FR-5**

From:	\$	73865
To:	A	75158
	B	76285
	X	79870
	C	81467

**FR-6**

From:	\$	78850
To:	A	80230
	B	81433
	X	85260
	C	86965



**PAY NOTES**

\*\*

1. The pay increment date for an indeterminate employee appointed to a position in the bargaining unit on promotion, demotion, or from outside the Public Service after November 25, 1977 shall be the anniversary of the employee's appointment.

\*\*

2. The increment period for indeterminate employees paid in these scales of rates, other than employees paid in the Recruitment Rate scale of rates, is one (1) year.

\*\*

3. The pay increment period for term employees at levels FR-1 to FR-7 is fifty-two (52) weeks. A pay increment shall be the next rate in the scale of rates.

\*\*

4. An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. For the purpose of defining when a determinate employee will be entitled to go the next salary increment, "cumulative" means all service, whether continuous or discontinuous within the core public administration at the same occupational group and level.
5. The increment period for employees paid in the Recruitment Rate scale of rates is six (6) months.
6. After completing the second (2<sup>nd</sup>) six (6) months at the recruitment rate the employee shall be paid at the FR-1 rate then in effect.

**APPENDIX B**

**GENERAL LABOUR & TRADES  
GROUP SPECIFIC PROVISIONS AND RATES OF PAY**

**APPENDIX B****GENERAL LABOUR & TRADES  
GROUP SPECIFIC PROVISIONS AND RATES OF PAY**

Notwithstanding the general provisions of this collective agreement, the following specific provisions shall apply to employees performing duties in the General Labour and Trades Group.

**Interpretations and Definitions**

For the purpose of this Agreement:

- (a) **“annual rate of pay”** means an employee’s weekly rate of pay multiplied by fifty-two decimal one seventy-six (52.176);
- (b) **“daily rate of pay”** means an employee’s hourly rate of pay times his normal number of hours of work per day;
- (c) **“pay”** means basic rate of pay as specified in Annex A and includes supervisory differential and/or inmate training differential where applicable;
- (d) **“weekly rate of pay”** means an employee’s daily rate of pay multiplied by five (5).

**Hours of Work and Overtime**

**1.01** Subject to the conditions of this article, the Employer shall schedule hours of work for all employees, except for those whose hours are covered by special written agreement between the Employer and the Alliance.

\*\*

**1.02** In reference to clause 25.02(a), Hours of Work, the standard work week is forty (40) hours per week and eight (8) hours per day exclusive of a meal period.

**1.03** In reference to clause 25.02(b), the Employer shall schedule the hours of work so that employees work eight (8) hours per day and an average of forty (40) hours and an average of five (5) days per week.

**1.04** An employee whose scheduled hours of work are changed without seven (7) days prior notice:

- (a) shall be compensated at the rate of time and one-half (1 1/2) for the first (1<sup>st</sup>) full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at straight time;
- (b) shall retain his or her previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with clause 2.07.

**1.05 Summer and Winter Hours**

- (a) At any location, the schedules of hours of work, and attendant overtime provisions, may be varied by the Employer, following meaningful consultation with local Alliance representatives, to allow for summer and winter hours and/or flexible hours.
- (b) Within five (5) days of notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representative authorised to act on behalf of the Alliance for consultation purposes.

**1.06** The daily overtime provisions of the Agreement shall not apply to an employee attending a training course on the instructions of the Employer, except that an employee who performs his or her normal duties during the employee's regular working hours shall be paid at overtime rates for time spent after eight (8) hours performing work, while the employee is in attendance at training sessions.

**1.07 Reporting Pay**

- (a) An employee who reports for overtime work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours' pay at the applicable overtime rate, whichever is the greater. This clause shall only be applicable to employees who are notified of the overtime work requirement prior to completing their last scheduled shift.
- (b) An employee who reports for work on the employee's scheduled shift shall be paid for the time actually worked, or a minimum of four (4) hours' pay at straight time, whichever is the greater.
- (c) The minimum payments to which are referred in 2.07(a) and (b) above, do not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with Article 59.

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

- (a) the employee's regularly scheduled shift on that day,
- or
- (b) any other period of work on that day,

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

**1.09** An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee.

#### **1.10 Rest Periods**

The Employer shall schedule two (2) rest periods of ten (10) minutes each during each shift and three (3) rest periods of ten (10) minutes for each shift scheduled for twelve (12) hours or more. An employee in the Canadian Penitentiary Service may be required to take such rest periods at the employee's work location when the nature of the employee's duties makes it necessary.

\*\*

#### **1.11 Meal Break**

Subject to operational requirements: the Employer will schedule a meal break of at least one-half (1/2) hour during each full work period. Such meal break shall be scheduled as close as possible to the midpoint of the work period, unless an alternate arrangement is agreed to at the appropriate level between the Employer and the employee.

#### **Travel Between Work Sites**

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

**Transfer at Sea Allowance**

**3.01** When an employee is required to transfer to a ship, submarine or barge (not berthed) from a helicopter, ship's boat, yardcraft or auxiliary vessel, the employee shall be paid a transfer allowance of five dollars (\$5) except when transferring between vessels and/or work platforms which are in a secured state to each other for the purpose of performing a specific task such as deperming. If the employee leaves the ship, submarine or barge by a similar transfer, the employee shall be paid an additional five dollars (\$5).

**Supervisory Differential**

**4.01** A supervisory differential, as established in Annex B, shall be paid to employees in the bargaining unit who encumber positions which receive a supervisory rating under the classification standard, and who perform supervisory duties.

**Miscellaneous**

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

**Dirty Work Allowance**

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

**Height Pay**

**7.01** An employee shall be paid a height pay allowance equal to twenty-five per cent (25%) of the employee's basic hourly rate of pay on a prorata basis for actual time worked:

- (a) on land-based towers where they are required to work thirty (30) feet or more above the ground;
- (b) for installation or repair work thirty (30) feet above the ground, on the side of buildings, ships or structures where the method of support is by moveable platform (excluding manlifts);
- (c) for repair work at a height of thirty (30) feet or more above the ground, on cranes where no scaffolding exists.

**\*\*ANNEX A-1****GL - GENERAL LABOUR & TRADES GROUP****PAY NOTES**

\*\*

1. Pay Increments
  - (a) The pay increment date for an indeterminate employee appointed to a position in the General Labour and Trades Group prior to August 5, 2009 shall be August 5<sup>th</sup>.
  - (b) The pay increment date for an indeterminate employee appointed to a position in the General Labour and Trades Group on or after August 5, 2009 shall be the anniversary date such an appointment.
  - (c) The increment period for indeterminate employees, other than apprentices, paid in these scales of rates, is one (1) year.
  - (d) On August 4<sup>th</sup> 2011, any employees who were on strength as of August 5<sup>th</sup> 2009, who are not at the maximum rate of pay, shall move to the maximum rate.
  - (e) The pay increment period for term employees at levels, other than apprentices, is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.
  - (f) An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. For the purpose of defining when a determinate employee will be entitled to go the next salary increment, "cumulative" means all service, whether continuous or discontinuous within the core public administration at the same occupational group and level.
  - (g) Apprenticeship rates of pay are based on a percentage of the maximum rate of pay of the applicable sub group and level.



2. The apprentice rate of pay will be based on the following sub-groups:
- Aircraft Maintaining Sub-Group (AIM) 09
  - Ammunition Working Sub-Group (AMW) 06
  - Electrical Installing and Maintaining Sub-Group (EIM) 10
  - Instrument Maintaining Sub-Group (INM) 10
  - Machinery Maintaining Sub-Group (MAM) 09
  - Machine, Tool-Making and Engraving (MST) 11
  - Painting and Construction Finishing Sub-Group (PCF) 07
  - Pipefitting Sub-Group (PIP) 09
  - Precision Working Sub-Group (PRW) 07
  - Sheet Metal Working Sub-Group (SMW) 09
  - Vehicle and Heavy Equipment Maintaining Sub-Group (VHE) 09
  - Woodworking Sub-Group (WOW) 09
  - Construction Inspecting Sub-Group (COI) (WFE) 10
- 1) 48 months to certificate - 50% of above cited sub-group
  - 2) 42 months to certificate - 56% of above cited sub-group
  - 3) 36 months to certificate - 62% of above cited sub-group
  - 4) 30 months to certificate - 68% of above cited sub-group
  - 5) 24 months to certificate - 74% of above cited sub-group
  - 6) 18 months to certificate - 80% of above cited sub-group
  - 7) 12 months to certificate - 86% of above cited sub-group
  - 8) 6 months to certificate - 92% of above cited sub-group

Placement in the grid shall be in accordance with provincial, territorial or Red Seal standards or, where there is no provincial, territorial or Red Seal standard, another governing body or government standards.

**See Annex A-2 for apprenticeship rates**

**ANNEX "A"**

**GL - GENERAL LABOUR & TRADES (SUPERVISORY AND  
NON-SUPERVISORY) GROUPS  
AIRCRAFT MAINTAINING SUB-GROUP (AIM)  
HOURLY RATES OF PAY**

- A) Effective August 5, 2011**  
**B) Effective August 5, 2012**  
**C) Effective August 5, 2013**

**Level**

## GL-AIM-09

From:	\$	24.20	25.25	26.30
	A	24.62	25.69	26.76
	B	24.99	26.08	27.16
	C	25.49	26.60	27.70

## GL-AIM-10

From:	\$	25.12	26.21	27.30
	A	25.56	26.67	27.78
	B	25.94	27.07	28.20
	C	26.46	27.61	28.76

## GL-AIM-11

From:	\$	26.09	27.22	28.35
	A	26.55	27.70	28.85
	B	26.95	28.12	29.28
	C	27.49	28.68	29.87

## GL-AIM-12

From:	\$	26.98	28.16	29.33
	A	27.45	28.65	29.84
	B	27.86	29.08	30.29
	C	28.42	29.66	30.90

**Level**

## GL-AIM-13

From:	\$	27.85	29.05	30.27
	A	28.34	29.56	30.80
	B	28.77	30.00	31.26
	C	29.35	30.60	31.89

## GL-AIM-14

From:	\$	28.73	29.99	31.23
	A	29.23	30.51	31.78
	B	29.67	30.97	32.26
	C	30.26	31.59	32.91

**ANNEX "A"**

**GL - GENERAL LABOUR & TRADES (SUPERVISORY AND  
NON-SUPERVISORY) GROUPS  
AMMUNITION WORKING SUB-GROUP (AMW)  
HOURLY RATES OF PAY**

- A) Effective August 5, 2011**  
**B) Effective August 5, 2012**  
**C) Effective August 5, 2013**

**Level**

## GL-AMW-01

From:	\$	17.99	18.77	19.55
	A	18.30	19.10	19.89
	B	18.57	19.39	20.19
	C	18.94	19.78	20.59

## GL-AMW-02

From:	\$	18.55	19.37	20.17
	A	18.87	19.71	20.52
	B	19.15	20.01	20.83
	C	19.53	20.41	21.25

## GL-AMW-03

From:	\$	19.22	20.06	20.89
	A	19.56	20.41	21.26
	B	19.85	20.72	21.58
	C	20.25	21.13	22.01

## GL-AMW-04

From:	\$	19.85	20.72	21.58
	A	20.20	21.08	21.96
	B	20.50	21.40	22.29
	C	20.91	21.83	22.74

**Level**

## GL-AMW-05

From:	\$	20.55	21.44	22.34
	A	20.91	21.82	22.73
	B	21.22	22.15	23.07
	C	21.64	22.59	23.53

## GL-AMW-06

From:	\$	21.28	22.21	23.14
	A	21.65	22.60	23.54
	B	21.97	22.94	23.89
	C	22.41	23.40	24.37

## GL-AMW-07

From:	\$	22.01	22.96	23.92
	A	22.40	23.36	24.34
	B	22.74	23.71	24.71
	C	23.19	24.18	25.20

## GL-AMW-08

From:	\$	22.86	23.86	24.85
	A	23.26	24.28	25.28
	B	23.61	24.64	25.66
	C	24.08	25.13	26.17

## GL-AMW-09

From:	\$	23.77	24.81	25.84
	A	24.19	25.24	26.29
	B	24.55	25.62	26.68
	C	25.04	26.13	27.21

## GL-AMW-10

From:	\$	24.65	25.72	26.80
	A	25.08	26.17	27.27
	B	25.46	26.56	27.68
	C	25.97	27.09	28.23

**Level****GL-AMW-11**

From:	\$	25.56	26.67	27.78
	A	26.01	27.14	28.27
	B	26.40	27.55	28.69
	C	26.93	28.10	29.26

**GL-AMW-12**

From:	\$	26.51	27.66	28.82
	A	26.97	28.14	29.32
	B	27.37	28.56	29.76
	C	27.92	29.13	30.36

**GL-AMW-13**

From:	\$	27.39	28.58	29.77
	A	27.87	29.08	30.29
	B	28.29	29.52	30.74
	C	28.86	30.11	31.35

**GL-AMW-14**

From:	\$	28.26	29.50	30.72
	A	28.75	30.02	31.26
	B	29.18	30.47	31.73
	C	29.76	31.08	32.36

**ANNEX "A"**

**GL - GENERAL LABOUR & TRADES (SUPERVISORY AND  
NON-SUPERVISORY) GROUPS  
CONSTRUCTION INSPECTING SUB-GROUP (COI)  
(CONSTRUCTION INSPECTOR)  
HOURLY RATES OF PAY**

- A) Effective August 5, 2011  
B) Effective August 5, 2012  
C) Effective August 5, 2013

**Level**

## GL-COI-09

From:	\$	26.06	27.19	28.32
	A	26.52	27.67	28.82
	B	26.92	28.09	29.25
	C	27.46	28.65	29.84

## GL-COI-10

From:	\$	27.05	28.23	29.40
	A	27.52	28.72	29.91
	B	27.93	29.15	30.36
	C	28.49	29.73	30.97

## GL-COI-11

From:	\$	28.06	29.29	30.50
	A	28.55	29.80	31.03
	B	28.98	30.25	31.50
	C	29.56	30.86	32.13

## GL-COI-12

From:	\$	29.07	30.33	31.60
	A	29.58	30.86	32.15
	B	30.02	31.32	32.63
	C	30.62	31.95	33.28

**Level**

## GL-COI-13

From:	\$	30.04	31.35	32.66
	A	30.57	31.90	33.23
	B	31.03	32.38	33.73
	C	31.65	33.03	34.40

## GL-COI-14

From:	\$	31.07	32.42	33.77
	A	31.61	32.99	34.36
	B	32.08	33.48	34.88
	C	32.72	34.15	35.58



**ANNEX "A"**

**GL - GENERAL LABOUR & TRADES (SUPERVISORY AND  
NON-SUPERVISORY) GROUPS  
ELECTRICAL INSTALLING AND MAINTAINING SUB-GROUP (EIM)  
(ELECTRICIAN)  
HOURLY RATES OF PAY**

- A) Effective August 5, 2011**  
**B) Effective August 5, 2012**  
**C) Effective August 5, 2013**

**Level**

## GL-EIM-09

From:	\$	25.19	26.29	27.38
	A	25.63	26.75	27.86
	B	26.01	27.15	28.28
	C	26.53	27.69	28.85

## GL-EIM-10

From:	\$	26.83	27.99	29.15
	A	27.30	28.48	29.66
	B	27.71	28.91	30.10
	C	28.26	29.49	30.70

## GL-EIM-11

From:	\$	27.79	29.01	30.22
	A	28.28	29.52	30.75
	B	28.70	29.96	31.21
	C	29.27	30.56	31.83

## GL-EIM-12

From:	\$	28.80	30.04	31.30
	A	29.30	30.57	31.85
	B	29.74	31.03	32.33
	C	30.33	31.65	32.98

**Level**

## GL-EIM-13

From:	\$	29.78	31.07	32.37
	A	30.30	31.61	32.94
	B	30.75	32.08	33.43
	C	31.37	32.72	34.10

## GL-EIM-14

From:	\$	30.76	32.10	33.44
	A	31.30	32.66	34.03
	B	31.77	33.15	34.54
	C	32.41	33.81	35.23

**ANNEX "A"**

**GL - GENERAL LABOUR & TRADES (SUPERVISORY AND  
NON-SUPERVISORY) GROUPS  
ELEMENTAL SUB-GROUP (ELE)  
HOURLY RATES OF PAY**

- A) Effective August 5, 2011**  
**B) Effective August 5, 2012**  
**C) Effective August 5, 2013**

**Level**

## GL-ELE-01

From:	\$	17.17	17.92	18.67
	A	17.47	18.23	19.00
	B	17.73	18.50	19.29
	C	18.08	18.87	19.68

## GL-ELE-02

From:	\$	17.83	18.62	19.39
	A	18.14	18.95	19.73
	B	18.41	19.23	20.03
	C	18.78	19.61	20.43

## GL-ELE-03

From:	\$	18.43	19.23	20.04
	A	18.75	19.57	20.39
	B	19.03	19.86	20.70
	C	19.41	20.26	21.11

## GL-ELE-04

From:	\$	18.97	19.79	20.61
	A	19.30	20.14	20.97
	B	19.59	20.44	21.28
	C	19.98	20.85	21.71

**Level**

## GL-ELE-05

From:	\$	19.71	20.56	21.42
	A	20.05	20.92	21.79
	B	20.35	21.23	22.12
	C	20.76	21.65	22.56

## GL-ELE-06

From:	\$	20.35	21.23	22.12
	A	20.71	21.60	22.51
	B	21.02	21.92	22.85
	C	21.44	22.36	23.31

## GL-ELE-07

From:	\$	21.04	21.95	22.87
	A	21.41	22.33	23.27
	B	21.73	22.66	23.62
	C	22.16	23.11	24.09

## GL-ELE-08

From:	\$	21.86	22.81	23.76
	A	22.24	23.21	24.18
	B	22.57	23.56	24.54
	C	23.02	24.03	25.03

## GL-ELE-09

From:	\$	22.66	23.64	24.63
	A	23.06	24.05	25.06
	B	23.41	24.41	25.44
	C	23.88	24.90	25.95

## GL-ELE-10

From:	\$	23.55	24.58	25.60
	A	23.96	25.01	26.05
	B	24.32	25.39	26.44
	C	24.81	25.90	26.97

**Level**

## GL-ELE-11

From:	\$	24.44	25.50	26.56
	A	24.87	25.95	27.02
	B	25.24	26.34	27.43
	C	25.74	26.87	27.98

## GL-ELE-12

From:	\$	25.26	26.35	27.46
	A	25.70	26.81	27.94
	B	26.09	27.21	28.36
	C	26.61	27.75	28.93

## GL-ELE-13

From:	\$	26.13	27.26	28.39
	A	26.59	27.74	28.89
	B	26.99	28.16	29.32
	C	27.53	28.72	29.91

## GL-ELE-14

From:	\$	26.95	28.12	29.29
	A	27.42	28.61	29.80
	B	27.83	29.04	30.25
	C	28.39	29.62	30.86

**ANNEX "A"**

**GL - GENERAL LABOUR & TRADES (SUPERVISORY AND  
NON-SUPERVISORY) GROUPS  
GRAIN-HANDLERS AND WEIGHPERSONS SUB-GROUP (GHW)  
HOURLY RATES OF PAY**

- A) Effective August 5, 2011**  
**B) Effective August 5, 2012**  
**C) Effective August 5, 2013**

**Level**

## GL-GHW-03

From:	\$	21.26	22.19	23.12
	A	21.63	22.58	23.52
	B	21.95	22.92	23.87
	C	22.39	23.38	24.35

## GL-GHW-04

From:	\$	21.95	22.90	23.86
	A	22.33	23.30	24.28
	B	22.66	23.65	24.64
	C	23.11	24.12	25.13

## GL-GHW-05

From:	\$	22.66	23.64	24.63
	A	23.06	24.05	25.06
	B	23.41	24.41	25.44
	C	23.88	24.90	25.95

## GL-GHW-06

From:	\$	23.49	24.51	25.53
	A	23.90	24.94	25.98
	B	24.26	25.31	26.37
	C	24.75	25.82	26.90

**Level**

## GL-GHW-07

From:	\$	24.20	25.25	26.30
	A	24.62	25.69	26.76
	B	24.99	26.08	27.16
	C	25.49	26.60	27.70

## GL-GHW-08

From:	\$	25.17	26.26	27.35
	A	25.61	26.72	27.83
	B	25.99	27.12	28.25
	C	26.51	27.66	28.82

## GL-GHW-09

From:	\$			
	A			
	B			
	C			

## GL-GHW-10

From:	\$	26.51	27.66	28.82
	A	26.97	28.14	29.32
	B	27.37	28.56	29.76
	C	27.92	29.13	30.36

## GL-GHW-11

From:	\$	26.59	27.74	28.90
	A	27.06	28.23	29.41
	B	27.47	28.65	29.85
	C	28.02	29.22	30.45

## GL-GHW-12

From:	\$	27.83	29.04	30.25
	A	28.32	29.55	30.78
	B	28.74	29.99	31.24
	C	29.31	30.59	31.86

**ANNEX "A"**

**GL - GENERAL LABOUR & TRADES (SUPERVISORY AND  
NON-SUPERVISORY) GROUPS  
INSTRUMENT MAINTAINING SUB-GROUP (INM)  
HOURLY RATES OF PAY**

- A) Effective August 5, 2011**  
**B) Effective August 5, 2012**  
**C) Effective August 5, 2013**

**Level**

## GL-INM-09

From:	\$	23.18	24.19	25.20
	A	23.59	24.61	25.64
	B	23.94	24.98	26.02
	C	24.42	25.48	26.54

## GL-INM-10

From:	\$	24.06	25.10	26.15
	A	24.48	25.54	26.61
	B	24.85	25.92	27.01
	C	25.35	26.44	27.55

## GL-INM-11

From:	\$	24.94	26.02	27.10
	A	25.38	26.48	27.57
	B	25.76	26.88	27.98
	C	26.28	27.42	28.54

## GL-INM-12

From:	\$	25.84	26.96	28.09
	A	26.29	27.43	28.58
	B	26.68	27.84	29.01
	C	27.21	28.40	29.59



**Level**

## GL-INM-13

From:	\$	26.67	27.83	28.99
	A	27.14	28.32	29.50
	B	27.55	28.74	29.94
	C	28.10	29.31	30.54

## GL-INM-14

From:	\$	27.56	28.77	29.96
	A	28.04	29.27	30.48
	B	28.46	29.71	30.94
	C	29.03	30.30	31.56

**ANNEX "A"**

**GL - GENERAL LABOUR & TRADES (SUPERVISORY AND  
NON-SUPERVISORY) GROUPS  
MACHINERY MAINTAINING SUB-GROUP (MAM)  
HOURLY RATES OF PAY**

- A) Effective August 5, 2011**  
**B) Effective August 5, 2012**  
**C) Effective August 5, 2013**

**Level**

## GL-MAM-05

From:	\$	21.20	22.13	23.05
	A	21.57	22.52	23.45
	B	21.89	22.86	23.80
	C	22.33	23.32	24.28

## GL-MAM-06

From:	\$	21.95	22.90	23.86
	A	22.33	23.30	24.28
	B	22.66	23.65	24.64
	C	23.11	24.12	25.13

## GL-MAM-07

From:	\$	22.69	23.66	24.65
	A	23.09	24.07	25.08
	B	23.44	24.43	25.46
	C	23.91	24.92	25.97

## GL-MAM-08

From:	\$	23.62	24.64	25.67
	A	24.03	25.07	26.12
	B	24.39	25.45	26.51
	C	24.88	25.96	27.04

**Level**

## GL-MAM-09

From:	\$	24.55	25.61	26.68
	A	24.98	26.06	27.15
	B	25.35	26.45	27.56
	C	25.86	26.98	28.11

## GL-MAM-10

From:	\$	25.52	26.62	27.73
	A	25.97	27.09	28.22
	B	26.36	27.50	28.64
	C	26.89	28.05	29.21

## GL-MAM-11

From:	\$	26.43	27.58	28.73
	A	26.89	28.06	29.23
	B	27.29	28.48	29.67
	C	27.84	29.05	30.26

## GL-MAM-12

From:	\$	27.39	28.58	29.77
	A	27.87	29.08	30.29
	B	28.29	29.52	30.74
	C	28.86	30.11	31.35

## GL-MAM-13

From:	\$	28.31	29.55	30.77
	A	28.81	30.07	31.31
	B	29.24	30.52	31.78
	C	29.82	31.13	32.42

## GL-MAM-14

From:	\$	29.23	30.50	31.77
	A	29.74	31.03	32.33
	B	30.19	31.50	32.81
	C	30.79	32.13	33.47

**ANNEX "A"**

**GL - GENERAL LABOUR & TRADES (SUPERVISORY AND  
NON-SUPERVISORY) GROUPS  
MANIPULATING SUB-GROUP (MAN)  
HOURLY RATES OF PAY**

- A) Effective August 5, 2011**  
**B) Effective August 5, 2012**  
**C) Effective August 5, 2013**

**Level**

## GL-MAN-01

From:	\$	18.78	19.60	20.41
	A	19.11	19.94	20.77
	B	19.40	20.24	21.08
	C	19.79	20.64	21.50

## GL-MAN-02

From:	\$	19.39	20.23	21.08
	A	19.73	20.58	21.45
	B	20.03	20.89	21.77
	C	20.43	21.31	22.21

## GL-MAN-03

From:	\$	20.08	20.94	21.82
	A	20.43	21.31	22.20
	B	20.74	21.63	22.53
	C	21.15	22.06	22.98

## GL-MAN-04

From:	\$	20.76	21.66	22.56
	A	21.12	22.04	22.95
	B	21.44	22.37	23.29
	C	21.87	22.82	23.76

**Level**

## GL-MAN-05

From:	\$	21.46	22.39	23.32
	A	21.84	22.78	23.73
	B	22.17	23.12	24.09
	C	22.61	23.58	24.57

## GL-MAN-06

From:	\$	22.21	23.17	24.14
	A	22.60	23.58	24.56
	B	22.94	23.93	24.93
	C	23.40	24.41	25.43

## GL-MAN-07

From:	\$	22.96	23.96	24.96
	A	23.36	24.38	25.40
	B	23.71	24.75	25.78
	C	24.18	25.25	26.30

## GL-MAN-08

From:	\$	23.97	25.01	26.06
	A	24.39	25.45	26.52
	B	24.76	25.83	26.92
	C	25.26	26.35	27.46

## GL-MAN-09

From:	\$	24.89	25.97	27.05
	A	25.33	26.42	27.52
	B	25.71	26.82	27.93
	C	26.22	27.36	28.49

## GL-MAN-10

From:	\$	25.86	26.98	28.11
	A	26.31	27.45	28.60
	B	26.70	27.86	29.03
	C	27.23	28.42	29.61

**Level**

## GL-MAN-11

From:	\$	26.81	27.97	29.13
	A	27.28	28.46	29.64
	B	27.69	28.89	30.08
	C	28.24	29.47	30.68

## GL-MAN-12

From:	\$	27.73	28.94	30.15
	A	28.22	29.45	30.68
	B	28.64	29.89	31.14
	C	29.21	30.49	31.76

## GL-MAN-13

From:	\$	28.74	30.00	31.24
	A	29.24	30.53	31.79
	B	29.68	30.99	32.27
	C	30.27	31.61	32.92

## GL-MAN-14

From:	\$	29.64	30.93	32.22
	A	30.16	31.47	32.78
	B	30.61	31.94	33.27
	C	31.22	32.58	33.94

**ANNEX "A"**

**GL - GENERAL LABOUR & TRADES (SUPERVISORY AND  
NON-SUPERVISORY) GROUPS  
MACHINE DRIVING-OPERATING SUB-GROUP (MDO)  
HOURLY RATES OF PAY**

- A) Effective August 5, 2011**  
**B) Effective August 5, 2012**  
**C) Effective August 5, 2013**

**Level**

## GL-MDO-01

From:	\$	17.45	18.21	18.97
	A	17.76	18.53	19.30
	B	18.03	18.81	19.59
	C	18.39	19.19	19.98

## GL-MDO-02

From:	\$	18.06	18.84	19.63
	A	18.38	19.17	19.97
	B	18.66	19.46	20.27
	C	19.03	19.85	20.68

## GL-MDO-03

From:	\$	18.67	19.48	20.30
	A	19.00	19.82	20.66
	B	19.29	20.12	20.97
	C	19.68	20.52	21.39

## GL-MDO-04

From:	\$	19.30	20.14	20.98
	A	19.64	20.49	21.35
	B	19.93	20.80	21.67
	C	20.33	21.22	22.10

**Level****GL-MDO-05**

From:	\$	20.36	21.24	22.13
	A	20.72	21.61	22.52
	B	21.03	21.93	22.86
	C	21.45	22.37	23.32

**GL-MDO-06**

From:	\$	21.08	22.00	22.91
	A	21.45	22.39	23.31
	B	21.77	22.73	23.66
	C	22.21	23.18	24.13

**GL-MDO-07**

From:	\$	21.79	22.74	23.68
	A	22.17	23.14	24.09
	B	22.50	23.49	24.45
	C	22.95	23.96	24.94

**GL-MDO-08**

From:	\$	22.66	23.64	24.63
	A	23.06	24.05	25.06
	B	23.41	24.41	25.44
	C	23.88	24.90	25.95

**GL-MDO-09**

From:	\$	23.53	24.56	25.58
	A	23.94	24.99	26.03
	B	24.30	25.36	26.42
	C	24.79	25.87	26.95

**GL-MDO-10**

From:	\$	24.45	25.51	26.57
	A	24.88	25.96	27.03
	B	25.25	26.35	27.44
	C	25.76	26.88	27.99



**Level**

## GL-MDO-11

From:	\$	25.30	26.40	27.51
	A	25.74	26.86	27.99
	B	26.13	27.26	28.41
	C	26.65	27.81	28.98

## GL-MDO-12

From:	\$	26.24	27.37	28.52
	A	26.70	27.85	29.02
	B	27.10	28.27	29.46
	C	27.64	28.84	30.05

## GL-MDO-13

From:	\$	27.14	28.31	29.50
	A	27.61	28.81	30.02
	B	28.02	29.24	30.47
	C	28.58	29.82	31.08

## GL-MDO-14

From:	\$	27.99	29.21	30.42
	A	28.48	29.72	30.95
	B	28.91	30.17	31.41
	C	29.49	30.77	32.04

**ANNEX "A"**

**GL - GENERAL LABOUR & TRADES (SUPERVISORY AND  
NON-SUPERVISORY) GROUPS  
MACHINE OPERATING-CONTROLLING SUB-GROUP (MOC)  
HOURLY RATES OF PAY**

- A) Effective August 5, 2011**  
**B) Effective August 5, 2012**  
**C) Effective August 5, 2013**

**Level**

## GL-MOC-01

From:	\$	18.40	19.19	20.00
	A	18.72	19.53	20.35
	B	19.00	19.82	20.66
	C	19.38	20.22	21.07

## GL-MOC-02

From:	\$	18.99	19.81	20.63
	A	19.32	20.16	20.99
	B	19.61	20.46	21.30
	C	20.00	20.87	21.73

## GL-MOC-03

From:	\$	19.69	20.54	21.40
	A	20.03	20.90	21.77
	B	20.33	21.21	22.10
	C	20.74	21.63	22.54

## GL-MOC-04

From:	\$	20.29	21.16	22.05
	A	20.65	21.53	22.44
	B	20.96	21.85	22.78
	C	21.38	22.29	23.24

**Level**

## GL-MOC-05

From:	\$	21.04	21.95	22.87
	A	21.41	22.33	23.27
	B	21.73	22.66	23.62
	C	22.16	23.11	24.09

## GL-MOC-06

From:	\$	21.78	22.73	23.67
	A	22.16	23.13	24.08
	B	22.49	23.48	24.44
	C	22.94	23.95	24.93

## GL-MOC-07

From:	\$	22.55	23.53	24.51
	A	22.94	23.94	24.94
	B	23.28	24.30	25.31
	C	23.75	24.79	25.82

## GL-MOC-08

From:	\$	23.49	24.51	25.53
	A	23.90	24.94	25.98
	B	24.26	25.31	26.37
	C	24.75	25.82	26.90

## GL-MOC-09

From:	\$	24.36	25.43	26.49
	A	24.79	25.88	26.95
	B	25.16	26.27	27.35
	C	25.66	26.80	27.90

## GL-MOC-10

From:	\$	25.29	26.39	27.50
	A	25.73	26.85	27.98
	B	26.12	27.25	28.40
	C	26.64	27.80	28.97

**Level**

## GL-MOC-11

From:	\$	26.24	27.37	28.52
	A	26.70	27.85	29.02
	B	27.10	28.27	29.46
	C	27.64	28.84	30.05

## GL-MOC-12

From:	\$	27.14	28.31	29.50
	A	27.61	28.81	30.02
	B	28.02	29.24	30.47
	C	28.58	29.82	31.08

## GL-MOC-13

From:	\$	28.06	29.29	30.50
	A	28.55	29.80	31.03
	B	28.98	30.25	31.50
	C	29.56	30.86	32.13

## GL-MOC-14

From:	\$	28.98	30.25	31.51
	A	29.49	30.78	32.06
	B	29.93	31.24	32.54
	C	30.53	31.86	33.19

## ANNEX "A"

**GL - GENERAL LABOUR & TRADES (SUPERVISORY AND  
NON-SUPERVISORY) GROUPS  
MACHINE, TOOL-MAKING AND ENGRAVING SUB-GROUP (MST)  
HOURLY RATES OF PAY**

- A) Effective August 5, 2011  
B) Effective August 5, 2012  
C) Effective August 5, 2013

**Level**

## GL-MST-09

From:	\$	22.29	23.26	24.23
	A	22.68	23.67	24.65
	B	23.02	24.03	25.02
	C	23.48	24.51	25.52

## GL-MST-10

From:	\$	23.13	24.13	25.14
	A	23.53	24.55	25.58
	B	23.88	24.92	25.96
	C	24.36	25.42	26.48

## GL-MST-11

From:	\$	23.93	24.97	26.01
	A	24.35	25.41	26.47
	B	24.72	25.79	26.87
	C	25.21	26.31	27.41

## GL-MST-12

From:	\$	24.79	25.86	26.94
	A	25.22	26.31	27.41
	B	25.60	26.70	27.82
	C	26.11	27.23	28.38

**Level**

## GL-MST-13

From:	\$	25.60	26.71	27.83
	A	26.05	27.18	28.32
	B	26.44	27.59	28.74
	C	26.97	28.14	29.31

## GL-MST-14

From:	\$	26.49	27.64	28.80
	A	26.95	28.12	29.30
	B	27.35	28.54	29.74
	C	27.90	29.11	30.33

**ANNEX "A"**

**GL - GENERAL LABOUR & TRADES (SUPERVISORY AND  
NON-SUPERVISORY) GROUPS  
PAINTING & CONSTRUCTION FINISHING SUB-GROUP (PCF)  
HOURLY RATES OF PAY**

- A) Effective August 5, 2011**  
**B) Effective August 5, 2012**  
**C) Effective August 5, 2013**

**Level**

## GL-PCF-06

From:	\$	24.23	25.29	26.34
	A	24.65	25.73	26.80
	B	25.02	26.12	27.20
	C	25.52	26.64	27.74

## GL-PCF-07

From:	\$	25.06	26.16	27.25
	A	25.50	26.62	27.73
	B	25.88	27.02	28.15
	C	26.40	27.56	28.71

## GL-PCF-08

From:	\$	26.12	27.25	28.38
	A	26.58	27.73	28.88
	B	26.98	28.15	29.31
	C	27.52	28.71	29.90

## GL-PCF-09

From:	\$	27.16	28.33	29.52
	A	27.64	28.83	30.04
	B	28.05	29.26	30.49
	C	28.61	29.85	31.10

**Level**

## GL-PCF-10

From:	\$	28.24	29.47	30.69
	A	28.73	29.99	31.23
	B	29.16	30.44	31.70
	C	29.74	31.05	32.33

## GL-PCF-11

From:	\$	29.24	30.51	31.78
	A	29.75	31.04	32.34
	B	30.20	31.51	32.83
	C	30.80	32.14	33.49

## GL-PCF-12

From:	\$	30.30	31.62	32.94
	A	30.83	32.17	33.52
	B	31.29	32.65	34.02
	C	31.92	33.30	34.70

## GL-PCF-13

From:	\$	31.36	32.73	34.09
	A	31.91	33.30	34.69
	B	32.39	33.80	35.21
	C	33.04	34.48	35.91

## GL-PCF-14

From:	\$	32.40	33.80	35.21
	A	32.97	34.39	35.83
	B	33.46	34.91	36.37
	C	34.13	35.61	37.10



**ANNEX "A"**

**GL - GENERAL LABOUR & TRADES (SUPERVISORY AND  
NON-SUPERVISORY) GROUPS  
PIPEFITTING SUB-GROUP (PIP) (PIPEFITTER AND PLUMBER)  
HOURLY RATES OF PAY**

- A) Effective August 5, 2011**  
**B) Effective August 5, 2012**  
**C) Effective August 5, 2013**

**Level**

## GL-PIP-09

From:	\$	26.28	27.43	28.57
	A	26.74	27.91	29.07
	B	27.14	28.33	29.51
	C	27.68	28.90	30.10

## GL-PIP-10

From:	\$	27.37	28.56	29.75
	A	27.85	29.06	30.27
	B	28.27	29.50	30.72
	C	28.84	30.09	31.33

## GL-PIP-11

From:	\$	28.33	29.56	30.80
	A	28.83	30.08	31.34
	B	29.26	30.53	31.81
	C	29.85	31.14	32.45

## GL-PIP-12

From:	\$	29.33	30.61	31.88
	A	29.84	31.15	32.44
	B	30.29	31.62	32.93
	C	30.90	32.25	33.59

**Level**

## GL-PIP-13

From:	\$	30.35	31.67	32.99
	A	30.88	32.22	33.57
	B	31.34	32.70	34.07
	C	31.97	33.35	34.75

## GL-PIP-14

From:	\$	31.35	32.72	34.08
	A	31.90	33.29	34.68
	B	32.38	33.79	35.20
	C	33.03	34.47	35.90

## ANNEX "A"

**GL - GENERAL LABOUR & TRADES (SUPERVISORY AND  
NON-SUPERVISORY) GROUPS  
PRECISION WORKING SUB-GROUP (PRW)  
HOURLY RATES OF PAY**

- A) Effective August 5, 2011  
B) Effective August 5, 2012  
C) Effective August 5, 2013

**Level**

## GL-PRW-05

From:	\$	21.46	22.39	23.32
	A	21.84	22.78	23.73
	B	22.17	23.12	24.09
	C	22.61	23.58	24.57

## GL-PRW-06

From:	\$	22.27	23.24	24.21
	A	22.66	23.65	24.63
	B	23.00	24.00	25.00
	C	23.46	24.48	25.50

## GL-PRW-07

From:	\$	22.99	23.99	24.99
	A	23.39	24.41	25.43
	B	23.74	24.78	25.81
	C	24.21	25.28	26.33

## GL-PRW-08

From:	\$	23.99	25.03	26.08
	A	24.41	25.47	26.54
	B	24.78	25.85	26.94
	C	25.28	26.37	27.48

**Level****GL-PRW-09**

From:	\$	24.94	26.02	27.10
	A	25.38	26.48	27.57
	B	25.76	26.88	27.98
	C	26.28	27.42	28.54

**GL-PRW-10**

From:	\$	25.90	27.03	28.16
	A	26.35	27.50	28.65
	B	26.75	27.91	29.08
	C	27.29	28.47	29.66

**GL-PRW-11**

From:	\$	26.86	28.03	29.20
	A	27.33	28.52	29.71
	B	27.74	28.95	30.16
	C	28.29	29.53	30.76

**GL-PRW-12**

From:	\$	27.79	29.01	30.22
	A	28.28	29.52	30.75
	B	28.70	29.96	31.21
	C	29.27	30.56	31.83

**GL-PRW-13**

From:	\$	28.75	30.01	31.26
	A	29.25	30.54	31.81
	B	29.69	31.00	32.29
	C	30.28	31.62	32.94

**GL-PRW-14**

From:	\$	29.72	31.02	32.31
	A	30.24	31.56	32.88
	B	30.69	32.03	33.37
	C	31.30	32.67	34.04

## ANNEX "A"

**GL - GENERAL LABOUR & TRADES (SUPERVISORY AND  
NON-SUPERVISORY) GROUPS  
SHEET METAL WORKING SUB-GROUP (SMW)  
(SHEET METAL WORKER)  
HOURLY RATES OF PAY**

- A) Effective August 5, 2011  
B) Effective August 5, 2012  
C) Effective August 5, 2013

**Level**

## GL-SMW-08

From:	\$	27.21	28.39	29.58
	A	27.69	28.89	30.10
	B	28.11	29.32	30.55
	C	28.67	29.91	31.16

## GL-SMW-09

From:	\$	28.34	29.57	30.81
	A	28.84	30.09	31.35
	B	29.27	30.54	31.82
	C	29.86	31.15	32.46

## GL-SMW-10

From:	\$	29.46	30.74	32.02
	A	29.98	31.28	32.58
	B	30.43	31.75	33.07
	C	31.04	32.39	33.73

## GL-SMW-11

From:	\$	30.54	31.87	33.20
	A	31.07	32.43	33.78
	B	31.54	32.92	34.29
	C	32.17	33.58	34.98

**Level**

## GL-SMW-12

From:	\$	31.62	33.00	34.37
	A	32.17	33.58	34.97
	B	32.65	34.08	35.49
	C	33.30	34.76	36.20

## GL-SMW-13

From:	\$	32.73	34.15	35.58
	A	33.30	34.75	36.20
	B	33.80	35.27	36.74
	C	34.48	35.98	37.47

## GL-SMW-14

From:	\$	33.82	35.28	36.76
	A	34.41	35.90	37.40
	B	34.93	36.44	37.96
	C	35.63	37.17	38.72

## ANNEX "A"

**GL - GENERAL LABOUR & TRADES (SUPERVISORY AND  
NON-SUPERVISORY) GROUPS  
VEHICLE & HEAVY EQUIPMENT MAINTAINING SUB-GROUP (VHE)  
HOURLY RATES OF PAY**

- A) Effective August 5, 2011  
B) Effective August 5, 2012  
C) Effective August 5, 2013

**Level**

## GL-VHE-08

From:	\$	23.62	24.64	25.67
	A	24.03	25.07	26.12
	B	24.39	25.45	26.51
	C	24.88	25.96	27.04

## GL-VHE-09

From:	\$	24.55	25.61	26.68
	A	24.98	26.06	27.15
	B	25.35	26.45	27.56
	C	25.86	26.98	28.11

## GL-VHE-10

From:	\$	25.52	26.62	27.73
	A	25.97	27.09	28.22
	B	26.36	27.50	28.64
	C	26.89	28.05	29.21

## GL-VHE-11

From:	\$	26.43	27.58	28.73
	A	26.89	28.06	29.23
	B	27.29	28.48	29.67
	C	27.84	29.05	30.26

**Level**

## GL-VHE-12

From:	\$	27.39	28.58	29.77
	A	27.87	29.08	30.29
	B	28.29	29.52	30.74
	C	28.86	30.11	31.35

## GL-VHE-13

From:	\$	28.31	29.55	30.77
	A	28.81	30.07	31.31
	B	29.24	30.52	31.78
	C	29.82	31.13	32.42

## GL-VHE-14

From:	\$	29.23	30.50	31.77
	A	29.74	31.03	32.33
	B	30.19	31.50	32.81
	C	30.79	32.13	33.47



**ANNEX "A"**

**GL - GENERAL LABOUR & TRADES (SUPERVISORY AND  
NON-SUPERVISORY) GROUPS  
WOODWORKING SUB-GROUP (WOW) (CARPENTER)  
HOURLY RATES OF PAY**

- A) Effective August 5, 2011**  
**B) Effective August 5, 2012**  
**C) Effective August 5, 2013**

**Level**

## GL-WOW-09

From:	\$	24.99	26.09	27.17
	A	25.43	26.55	27.65
	B	25.81	26.95	28.06
	C	26.33	27.49	28.62

## GL-WOW-10

From:	\$	25.98	27.10	28.24
	A	26.43	27.57	28.73
	B	26.83	27.98	29.16
	C	27.37	28.54	29.74

## GL-WOW-11

From:	\$	26.93	28.10	29.27
	A	27.40	28.59	29.78
	B	27.81	29.02	30.23
	C	28.37	29.60	30.83

## GL-WOW-12

From:	\$	27.92	29.13	30.35
	A	28.41	29.64	30.88
	B	28.84	30.08	31.34
	C	29.42	30.68	31.97

**Level**

## GL-WOW-13

From:	\$	28.85	30.10	31.36
	A	29.35	30.63	31.91
	B	29.79	31.09	32.39
	C	30.39	31.71	33.04

## GL-WOW-14

From:	\$	29.79	31.08	32.38
	A	30.31	31.62	32.95
	B	30.76	32.09	33.44
	C	31.38	32.73	34.11

## ANNEX "A-2"

**GL - GENERAL LABOUR & TRADES (SUPERVISORY AND  
NON-SUPERVISORY) GROUPS**

**APPRENTICE RATES OF PAY**

**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2011**  
 B) **Effective August 5, 2012**  
 C) **Effective August 5, 2013**

**AIM-00**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
\$	13.15	14.73	16.31	17.88	19.46	21.04	22.62	24.20
A	13.38	14.99	16.60	18.19	19.80	21.41	23.02	24.62
B	13.58	15.21	16.85	18.46	20.10	21.73	23.37	24.99
C	13.85	15.51	17.19	18.83	20.50	22.16	23.84	25.49

**AMW-00**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
\$	11.57	12.96	14.35	15.74	17.12	18.51	19.90	21.28
A	11.77	13.19	14.60	16.02	17.42	18.83	20.25	21.65
B	11.95	13.39	14.82	16.26	17.68	19.11	20.55	21.97
C	12.19	13.66	15.12	16.59	18.03	19.49	20.96	22.41

**EIM-00**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
\$	14.58	16.32	18.07	19.82	21.57	23.32	25.07	26.83
A	14.84	16.61	18.39	20.17	21.95	23.73	25.51	27.30
B	15.06	16.86	18.67	20.47	22.28	24.09	25.89	27.71
C	15.36	17.20	19.04	20.88	22.73	24.57	26.41	28.26

**INM-00**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
\$	13.08	14.64	16.21	17.78	19.35	20.92	22.49	24.06
A	13.31	14.90	16.49	18.09	19.69	21.29	22.88	24.48
B	13.51	15.12	16.74	18.36	19.99	21.61	23.22	24.85
C	13.78	15.42	17.07	18.73	20.39	22.04	23.68	25.35

**MAM-00**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
\$	13.34	14.94	16.54	18.14	19.74	21.34	22.94	24.55
A	13.57	15.20	16.83	18.46	20.09	21.71	23.34	24.98
B	13.77	15.43	17.08	18.74	20.39	22.04	23.69	25.35
C	14.05	15.74	17.42	19.11	20.80	22.48	24.16	25.86

**MST-00**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
\$	13.01	14.57	16.13	17.69	19.25	20.81	22.37	23.93
A	13.24	14.82	16.41	18.00	19.59	21.17	22.76	24.35
B	13.44	15.04	16.66	18.27	19.88	21.49	23.10	24.72
C	13.71	15.34	16.99	18.64	20.28	21.92	23.56	25.21

**PCF-00**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
\$	13.63	15.26	16.90	18.53	20.17	21.80	23.44	25.06
A	13.87	15.53	17.20	18.85	20.52	22.18	23.85	25.50
B	14.08	15.76	17.46	19.13	20.83	22.51	24.21	25.88
C	14.36	16.08	17.81	19.51	21.25	22.96	24.69	26.40

**PIP-00**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
\$	14.29	16.00	17.71	19.43	21.14	22.86	24.57	26.28
A	14.54	16.28	18.02	19.77	21.51	23.26	25.00	26.74
B	14.76	16.52	18.29	20.07	21.83	23.61	25.38	27.14
C	15.06	16.85	18.66	20.47	22.27	24.08	25.89	27.68

**PRW-00**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
\$	12.50	13.99	15.49	16.99	18.49	19.99	21.49	22.99
A	12.72	14.23	15.76	17.29	18.81	20.34	21.87	23.39
B	12.91	14.44	16.00	17.55	19.09	20.65	22.20	23.74
C	13.17	14.73	16.32	17.90	19.47	21.06	22.64	24.21

**SMW-00**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
\$	15.41	17.25	19.10	20.95	22.80	24.65	26.50	28.34
A	15.68	17.55	19.43	21.32	23.20	25.08	26.96	28.84
B	15.92	17.81	19.72	21.64	23.55	25.46	27.36	29.27
C	16.24	18.17	20.11	22.07	24.02	25.97	27.91	29.86

**VHE-00**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
\$	13.34	14.94	16.54	18.14	19.74	21.34	22.94	24.55
A	13.57	15.20	16.83	18.46	20.09	21.71	23.34	24.98
B	13.77	15.43	17.08	18.74	20.39	22.04	23.69	25.35
C	14.05	15.74	17.42	19.11	20.80	22.48	24.16	25.86

**WOW-00**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
\$	13.59	15.22	16.85	18.48	20.11	21.74	23.37	24.99
A	13.83	15.49	17.14	18.80	20.46	22.12	23.78	25.43
B	14.04	15.72	17.40	19.08	20.77	22.45	24.14	25.81
C	14.32	16.03	17.75	19.46	21.19	22.90	24.62	26.33

**COI-00**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
\$	14.70	16.46	18.23	19.99	21.76	23.52	25.28	27.05
A	14.96	16.75	18.55	20.34	22.14	23.93	25.72	27.52
B	15.18	17.00	18.83	20.65	22.47	24.29	26.11	27.93
C	15.48	17.34	19.21	21.06	22.92	24.78	26.63	28.49

**ANNEX B**  
**SUPERVISORY DIFFERENTIAL**

<b>Supervisory Level</b>	<b>Supervisory Co-ordinates</b>	<b>Supervisory Differential as a Percentage of Basic Rate</b>
1	A1	4.0
2	B2	6.5
3	B3, C2	11.0
4	B4, C3, D2	15.0
5	B5, C4, D3, E2	19.0
6	B6, C5, D4, E3	22.5
7	B7, C6, D5, E4	26.0
8	C7, D6, E5	29.5
9	D7, E6	33.0
10	E7	36.5

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

\*\*

- (1) determine the non-supervisory rate of pay according to level;
- (2) determine the Supervisory Differential by multiplying the applicable Supervisory Differential Percentage by the non-supervisory rate of pay;
- (3) determine the supervisory rate of pay by adding the non-supervisory rate of pay with the Supervisory Differential.

For example, an employee on August 5, 2011 in the MAM sub-group, at the maximum of level 8 and a Supervisory Coordinate B2, would receive a basic rate of pay of twenty-six dollars and twelve cents (\$26.12) as per Annex A. The Supervisory Differential of one dollar and seventy cents (\$1.70) is arrived by multiplying the Supervisory Differential Percentage of six decimal five per cent (6.5%) (B2) by the basic rate of pay (non-supervisory). Therefore in this case the applicable supervisory rate of pay would be twenty-seven dollars and eighty-two cents (\$27.82).

**ANNEX C**  
**INMATE TRAINING DIFFERENTIAL**

<b>Inmate Training Co-ordinates</b>	<b>Inmate Training Differential as a Percentage of Basic Rate</b>
A1	4.0
A2	6.0
B1	7.0
B2	9.0
B3	11.0
C1	10.0
C2	12.0
C3	14.0
D1	13.0
D2	15.0
D3	17.0
E1	16.0
E2	18.0
E3	20.0

The Inmate Training Differential is to be used in the following manner:

\*\*

- (1) determine the non-supervisory rate of pay according to level;
- (2) determine the Inmate Training Differential by multiplying the applicable Inmate Training Differential Percentage by the non-supervisory rate of pay;
- (3) determine the inmate training rate of pay by adding the inmate training differential to the non-supervisory rate of pay as set out in Annex A or to the supervisory rate of pay as set out in Annex B of the Agreement if applicable.

**Inmate Training Differential as Applied to a Non-Supervisory Rate**

\*\*

For example, an employee on August 5, 2011 in the MAM sub-group, at the maximum of level 8 and a C2 Inmate Training Rating would receive a basic rate of pay (non-supervisory) of twenty-six dollars and twelve cents (\$26.12) as per Annex A. The Inmate Training Differential of three dollars and thirteen cents (\$3.13) is arrived by multiplying the Inmate Training Differential Percentage of twelve decimal zero per cent (12.0%) (C2) by the basic rate of pay (non-supervisory). Therefore in this case the applicable rate of pay would be twenty-nine dollars and twenty-five cents (\$29.25) for this particular employee.

**Inmate Training Differential as Applied to a Supervisory Rate**

\*\*

For example, an employee on August 5, 2011 in the MAM sub-group, at the maximum of level 8 with a Supervisory Coordinate B2 and a C2 Inmate training Rating would receive a basic rate of pay (non-supervisory) of twenty-six dollars and twelve cents (\$26.12) as per Annex A. The Supervisory Differential is one dollar and seventy (\$1.70) as set out in Annex B of the collective agreement. The Inmate Training Differential of three dollars and thirteen (\$3.13) is arrived by multiplying the Inmate Training Differential Percentage of twelve decimal zero per cent (12.0%) (C2) by the basic rate of pay (non-supervisory). Therefore in this case the applicable rate of pay would be thirty dollars and ninety-five cents (\$30.95) for this particular employee.



**ANNEX D**

**SPECIAL CONDITIONS APPLICABLE**

**TO PASTURE MANAGERS, PASTURE RIDERS AND RANGE RIDERS**

The following special conditions shall apply to pasture managers, pasture riders and range riders employed by Agriculture and Agri-Food Canada.

1. For full-time pasture managers, pasture riders and range riders:
  - (a) the following provisions of the Collective Agreement shall not apply:
    - Compensation for work on a holiday
    - Hours of Work and Overtime
    - Wash-up Time
    - Travelling Time
    - Travel Between Work Sites
    - Call-Back Pay
    - Standby
    - Reporting Pay
    - Shift Premiums;
  - (b) the hours of work shall be scheduled on an annual basis to average two thousand and eighty (2080) hours per year.
2. Pasture riders and range riders who are employed on less than a full-time basis shall likewise be excluded from the same Agreement provisions as outlined in section 1(a) above, except as these exclusions are modified below:
  - (a) The Employer shall provide less than full-time pasture riders and range riders with work schedules showing the ten (10) normal working days within the customary two (2) week pay cycle. The schedules shall also show the four (4) days of rest to which each employee is entitled during such a two (2) week period. Such days of rest may be scheduled singly, or two (2), three (3) or four (4) days may be scheduled consecutively, during the two (2) week cycle, as the Employer may determine. However, agreement provisions respecting changes of hours of work schedules shall apply to these employees.

- (b) In any two (2) week period, employees shall be paid eighty (80) hours' pay for any and all hours worked during their ten (10) scheduled days of work. Designated paid holidays shall be observed upon the day on which they fall and, if an employee is required to work on such a holiday, he shall receive extra compensation as outlined in section 2(c) below.
- (c) All work performed on any of the employee's scheduled days of rest shall be paid for in accordance with the overtime provisions of the Agreement as they apply to work performed on such days. An employee shall receive pay at the rate of time and one-half (1 1/2) for all work performed on a designated paid holiday.

3.

- (a) Pasture managers, pasture riders and range riders shall receive a horse allowance of one thousand two hundred and fifty dollars (\$1,250) per season, on a pro-rated basis, subject to the conditions that may have been determined by the Employer.

\*\*

- (b) Effective August 5, 2013, pasture managers, pasture riders and range riders shall receive a horse allowance of one thousand seven hundred and fifty dollars (\$1,750) per season, on a pro-rated basis, subject to the conditions that may have been determined by the Employer.

**ANNEX E**  
**SPECIAL CONDITIONS APPLICABLE TO LOCKMASTERS,**  
**BRIDGEMASTERS AND CANALMEN**

The following special conditions shall be applicable to employees engaged as lockmasters, bridgemasters and canalmen employed in the operation of the Canso canal.

**1. General**

All the provisions of the Agreement shall apply except the following:

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

**2. Compensation and Equalization of Earnings**

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

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

**3. Overtime Calculation at Fiscal Year-End**

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

**3.2** All time worked which is in excess of two thousand and eighty (2080) hours in any fiscal year, shall be deemed to be overtime and shall be subject to compensation at either "time and one-half" (1 1/2 times the straight-time rate) or "double time" (twice the straight-time rate).

**3.3** The overtime provisions of the Agreement shall be applied to each consecutive day actually worked in the fiscal year, commencing with the last day actually worked, in such fiscal year, and taking in turn each preceding day actually worked, until the applicable overtime premium has been applied to the full entitlement of overtime hours. For the purpose of determining the applicable premium rate only, Saturday and Sunday shall be deemed to be the first (1<sup>st</sup>) and second (2<sup>nd</sup>) day of rest respectively.

**3.4** Compensation for overtime will be in the form of compensatory paid leave, except that any unliquidated compensatory leave remaining to an employee's credit on the fifteen (15<sup>th</sup>) of May in any year will be paid in cash.

#### **4. Standby and Call Back**

**4.1** 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.

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

**4.3** An employee who is called back and reports for work, including an employee on standby who is called back and reports for work, shall be paid at the straight-time rate for each completed one (1) hour or fifteen (15) minute portion thereof, subject to a minimum of four (4) hours' pay at the straight-time rate. This minimum shall only apply to the first (1<sup>st</sup>) call-out during any standby period.

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

#### **5. Maximum or Minimum Hours of Work**

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

**6. Pro Rata Provisions**

When an employee ceases to be employed, the employee or the employee's estate shall be entitled to the compensation provided under Section 3 above on a pro rata basis and paid in cash as of the employee's termination date. However, an employee whose employment is terminated by reason of a declaration that the position was abandoned by the employee is entitled to receive such compensation if requested by the employee within six (6) months following the date of termination of employment.

**7.** Canal Operating Employees will be granted compensation for all time worked on statutory holidays during the navigation season on the same scale as that granted to other GL employees according to clause 32.05.

Such time shall be added to the compensatory leave account to be liquidated during the non-navigation season.

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

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

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

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

**11. SHIFT AND WEEKEND PREMIUMS**

(a) Shift Premium

An employee working on shifts will receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, between 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.

(b) Weekend Premium

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

**ANNEX F**  
**SPECIAL CONDITIONS APPLICABLE TO**  
**CERTAIN MARINE SERVICES - FISHERIES AND OCEANS CANADA**

1. The following special conditions shall apply to employees in The Department of Fisheries and Oceans, Marine Services Division, who are engaged in servicing marine and/or other navigational aids and are thereby required to make a tour of duty aboard a vessel.
2. The Employer recognizes the desirability of granting days of rest and designated paid holidays at such times and in such locations so as to provide such an employee the opportunity to enjoy the employee's days of rest and designated paid holidays at home, or if not at home, in a community which affords the employee a recreational outlet.
3. The Employer therefore undertakes to grant days of rest and designated paid holidays to an employee under any one of the following alternative arrangements, as determined by the Employer, in which case Article 33, Payment for Travel Time, of the Collective Agreement shall not apply:
  - (a) at the employee's normal headquarters area.  
  
or
  - (b) at the employee's place of residence or the employee's normal headquarters area, when, in the opinion of the Employer an employee is within reasonable travelling distance therefrom.  
  
or
  - (c) in a community which, in the opinion of the Employer, provides adequate recreational facilities.  
  
or
  - (d) in any other community which might be agreeable to both the employee and the Employer.

or

- (e) when none of the above-noted alternatives apply, an employee, if so directed by the Employer, shall work on the employee's day of rest or designated paid holiday at the applicable overtime or premium rate, with a minimum of four (4) hours at such rate, or, if the employee does not work, the employee shall receive four (4) hours' pay at straight time for the day.



**ANNEX G**  
**DIVING DUTY ALLOWANCE**

Qualified personnel performing assigned diving duties shall be paid an extra allowance set forth below:

**Minimum allowance per dive**

- Hard Hat: four (4) hours
- Scuba: two (2) hours
- Allowance per hour: fifteen dollars (\$15.00)

Diving time is that period during which an employee is equipped with diving gear to the extent that the employee is unable to perform other than diving duties.

A dive is the total of any period or periods of time during any eight (8) hour period in which an employee carries out required underwater work with the aid of a self-contained or surface air supply.

**Note:**

The allowance is used to compensate employees who are required to perform diving duties, either hard hat or scuba, on a part-time or occasional basis in order to compensate such employees for the skill, knowledge, specific vocational training, effort and responsibility required in the performance of diving duties and for the working conditions encountered in such duties.

**ANNEX H**  
**SPECIAL CONDITIONS APPLICABLE TO EMPLOYEES**  
**IN AGRICULTURE AND AGRI-FOOD CANADA**  
**ENGAGED IN MILKING OPERATIONS**

The following conditions shall apply to employees of Agriculture and Agri-Food Canada engaged in milking operations.

**1. Hours of Work and Overtime**

As provided in this Annex:

- (a) Hours of work for employees subject to this Memorandum of Agreement shall be scheduled so that employees work an average of forty (40) hours per week scheduled over a period not exceeding two (2) months.
- (b) 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 time off with pay.

The Employer shall grant compensatory time off at times convenient to both the employee and the Employer.

Compensatory time off with pay not taken by the end of the fiscal year will be paid for in cash.

- 2. Any change in the pattern of work shall be subject to the conditions of clause 25.04 of the Collective Agreement.
- 3. The provisions of this Annex may be extended to cover other work areas following consultation and mutual agreement between the Agriculture Union of the Public Service Alliance of Canada and departmental management.

**ANNEX I**  
**SPECIAL CONDITIONS APPLICABLE TO EMPLOYEES OF THE**  
**DEPARTMENT OF FISHERIES AND OCEANS**  
**SEA LAMPREY CONTROL UNIT**

Notwithstanding the provisions of this Agreement and Clause 2, Hours of Work and Overtime of this Appendix, the following conditions shall apply during such periods as employees of the Department of Fisheries and Oceans, Sea Lamprey Control Unit, are required to perform work away from their headquarters area during the “field season” with the result that it is impractical or impossible for them to return to their headquarters area on weekends:

1. Representatives of local management and duly authorised local representatives of employees, may jointly devise and decide on a mutually acceptable work schedule program which shall include a specified number of consecutive calendar days of work in the field followed by a specified number of earned days of rest and compensatory leave earned during the period of field duty. The schedule will not contain the specific hours of work on each day and the starting and quitting time shall be determined according to operational requirements on a daily basis, except that the normal daily hours of work shall be consecutive with the exception of a lunch break, and not in excess of eight (8) hours and, accordingly, clause 2.04 of this Appendix shall not apply.
2. Such a work schedule shall normally not exceed a combination of twenty (20) consecutive calendar days of work and eight (8) days of rest. Should local management decide that operational requirements require an extension of the twenty (20) calendar days of work (up to a maximum of a further seven (7) consecutive calendar days), in order to preclude another trip to the area, the appropriate number of additional consecutive days shall be worked and the days of rest and compensatory leave extended as required.
3. Overtime shall be compensated in accordance with 29.06 and 29.07 of the collective agreement and shall be taken as compensatory leave immediately following the period in the field or at the discretion of the employer.

4. The Public Service Alliance of Canada agrees that it will not support any grievance related to the provisions of this Annex.

**ANNEX J**  
**SPECIAL CONDITIONS APPLICABLE TO EMPLOYEES OF**  
**AGRICULTURE AND AGRI-FOOD CANADA ENGAGED IN**  
**HARVESTING OPERATIONS**

The parties agree that the principle of flexibility of hours of operation is desirable due to the special requirements inherent in harvesting. As a result, the following special conditions shall apply to employees of Agriculture and Agri-Food Canada engaged in Harvesting Operations at all departmental locations in Canada:

1. The conditions of paragraphs 29.08(a), (b), and (c) and paragraph 2.07(b) of this Appendix shall not apply.
2. Compensatory leave credits will be earned at the applicable premium rate for all hours worked beyond eight (8) hours in a regular work day. Subject to operational requirements, compensatory leave with pay shall be granted at times convenient to both the employee and the Employer.
3. So as to prevent excessive accumulation of compensatory leave, the amount of leave accumulated will be reviewed two (2) times per annum (January and July) and employees will be encouraged to liquidate the leave in the six-month period in which it is earned.
4. All compensatory leave credits should be liquidated in the fiscal year in which they are earned.
5. If, due to operational requirements, leave cannot be liquidated in the fiscal year in which it was earned, at a time convenient to both the employee and the Employer, unused compensatory leave credits may be paid off in cash at the end of the fiscal year.
6. Only in exceptional circumstances, and with the agreement of management, will compensatory leave credits not used by the end of the fiscal year be carried over into the following fiscal year.
7. The provisions of this Annex may be extended to cover other works areas following consultation and mutual agreement between the Agriculture Union of the Public Service Alliance of Canada and departmental management.

**ANNEX K**  
**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE TREASURY BOARD**  
**(HEREINAFTER CALLED THE EMPLOYER)**  
**AND**  
**THE PUBLIC SERVICE ALLIANCE OF CANADA**  
**(HEREINAFTER CALLED THE ALLIANCE)**  
**IN RESPECT OF AN OFF PAY SUPPLEMENTAL**  
**UNEMPLOYMENT BENEFIT (SUB) PLAN**  
**APPLICABLE TO EMPLOYEES CLASSIFIED AS**  
**GENERAL LABOUR AND TRADES (GL)**  
**AT THE CANADIAN GRAIN COMMISSION**

1. SUB Plan benefits shall be payable to a full-time indeterminate employee on off-pay status as a result of a temporary stoppage in work, in the amount and subject to the conditions set out in this Plan, Seasonal employees as defined in the Employer's Terms and Conditions of Employment policy are not eligible for SUB Plan benefits.
2. In order to be eligible for SUB Plan benefits an employee must have completed a minimum of two (2) years of continuous employment with the Employer at the time they are placed on off-pay status.
3. SUB Plan benefits will be payable only to those employees on off-pay status who provide the Employer with proof that he or she has applied for and is in receipt of Employment Insurance (EI) benefits pursuant to Section 12(2) of the *Employment Insurance Act* in respect of insurable employment with the Employer.
4. An employee shall not be entitled to SUB Plan benefits during any period the employee is in receipt of benefits from a claim for Workers Compensation and/or Disability Insurance/Canada Pension Plan/Québec Pension Plan.

5. An employee on off-pay status who is eligible for benefits under this SUB plan shall receive seventy per cent (70%) of their regular weekly rate of pay per week of off-pay status, or one-fifth (1/5) of the said seventy per cent (70%) of their regular weekly rate of pay for each day, less the gross weekly amount received from EI during the benefit period and subject to the following maximums:

After two (2) years of continuous employment	fifteen (15) weeks
After six (6) years of continuous employment	seventeen (17) weeks
After seven (7) years of continuous employment	nineteen (19) weeks
After eight (8) years of continuous employment	twenty-one (21) weeks
After nine (9) years of continuous employment	twenty-three (23) weeks
After ten (10) years of continuous employment	twenty-five (25) weeks
After eleven (11) years of continuous employment	twenty-seven (27) weeks
After twelve (12) years of continuous employment	twenty-nine (29) weeks
After thirteen (13) years of continuous employment	thirty-one (31) weeks
After fourteen (14) years of continuous employment	thirty-three (33) weeks
After fifteen (15) years or more of continuous employment	thirty-five (35) weeks

No employee shall be paid SUB Plan benefits for more than thirty-five (35) weeks in a calendar year.

6. Where the employee is subject to the two-(2) week waiting period before receiving EI benefits, the employee on off-pay status who is eligible for benefits under the SUB Plan shall receive thirty-five per cent (35%) of their regular weekly rate of pay.

7. The SUB plan benefits are limited to those provided in paragraph (5) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
8. At the employee's request, the payment referred to in paragraph (6) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI benefits.
9. The weekly rate of pay referred to in paragraphs (5) and (6) shall be:
  - (a) the employee's weekly rate of pay for the substantive level to which she or he is appointed, on the day immediately preceding the commencement of off-pay status;
  - or
  - (b) if on the day immediately preceding the commencement of off-pay status an employee has been 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.
10. Where an employee becomes eligible for a pay increment or pay revision while on off-pay status, the benefits provided by the SUB plan shall be adjusted accordingly.
11. An employee covered by this Memorandum is not subject to the WFA Appendix I, sections dealing with Notice of Lay-off and Reasonable Job Offer or the Severance Pay Article of the Collective Agreement.
12. Payments made under this SUB Plan will neither reduce nor increase an employee's severance pay or be treated as additional income for pension purposes.
13. The Employer shall notify employees on off pay status of any job postings for positions within the Canadian Grain Commission.

This does not prejudice the union's ability to challenge off pay status or the Employer's ability to impose off pay status.



**ANNEX L**  
**MEMORANDUM OF UNDERSTANDING**  
**CONCERNING EMPLOYEES IN THE**  
**OPERATIONAL SERVICES BARGAINING UNIT COVERED BY**  
**APPENDIX B (GROUP SPECIFIC PROVISIONS - GENERAL LABOUR**  
**AND TRADES) EMPLOYED**  
**BY THE DEPARTMENT OF FISHERIES AND OCEANS**  
**AT A FISH HATCHERY**

1. Effective the date of signing of the collective agreement, the undersigned agree that employees employed by the Department of Fisheries and Oceans at a Fish Hatchery who are required to be on standby status at a Fish Hatchery instead of their residences for the purpose of carrying out duties related to emergency service shall not be entitled to be paid in accordance with Article 31, Standby, in this collective agreement.

2. In lieu, it is agreed that employees employed by the Department of Fisheries and Oceans at a Fish Hatchery to which paragraph 1 refers will receive the following compensation for standby status:

**2.01**

- (a) four (4) hours pay at the employee's regular straight-time rate of pay, for each eight (8) consecutive hours or portion thereof that the employee is designated as being on standby status at a Fish Hatchery;
- (b) overnight bachelor bunk house accommodation will be provided by the Employer at no cost to the employee;
- (c) supper and breakfast will be provided by the Employer at no cost to the employee.

**2.02**

An employee designated by letter or list for standby status at a Fish Hatchery shall be immediately available at the Fish Hatchery during the period designated as the standby period. In designating employees for standby status, the Employer will endeavour to provide for an equitable distribution of such duties.

**2.03**

This payment shall apply only once within each eight (8) hour period that the employee has been designated for standby status.

**2.04**

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

**2.05**

An employee on standby who is called in to work and who reports for work immediately shall be compensated in accordance with the call-back provisions of this agreement.

- 3.** The overtime provisions of Article 29 and the provisions of Article 27, Shift Premiums, do not apply during those periods an employee is on standby status at a Fish Hatchery.
- 4.** The Public Service Alliance of Canada agrees it will not support any grievance arising out of this collective agreement whose provisions are amended by this Memorandum of Understanding.
- 5.** It is expressly understood that the terms of this memorandum are intended to allow for the particular circumstances of the Fish Hatcheries. Neither party to this memorandum shall rely on this initiative as a precedent to justify similar arrangements for other units or in any other location of the Department of Fisheries and Oceans during the lifetime of this memorandum.
- 6.** This memorandum does not apply to employees employed by the Department of Fisheries and Oceans at a Fish Hatchery residing on site at a Fish Hatchery.

**ANNEX M**  
**APPRENTICESHIP PROGRAM**

**1.01** For the purpose of this annex, “Apprenticeship Program” means a training and development program aimed at achieving a Red Seal certification or, where there is no Red Seal, provincial or territorial certification, another governing body or government agency certificate of qualifications.

**1.02** The Employer and the Alliance recognize the value of an Apprenticeship program for the purposes of recruitment as well as the development of skills.

**1.03** The Employer reserves the right to determine when an Apprenticeship program will be used.

**1.04** Subject to management pre-approval, the Employer shall provide the employee with the required materials and bear necessary costs related to the program.

**1.05** Employees hired as Apprentices shall be paid in accordance with established rates of pay for the duration of the program.

**1.06** An employee whose rate of pay prior to entering the apprenticeship program was greater than the appropriate apprentice rate of pay but less than the anticipated rate of pay upon completion of the apprenticeship program, shall retain his or her current rate of pay until such time as it is matched or exceeded by the apprentice rate of pay.

**APPENDIX C**

**GENERAL SERVICES**

**GROUP SPECIFIC PROVISIONS AND RATES OF PAY**

**APPENDIX C****GENERAL SERVICES****GROUP SPECIFIC PROVISIONS AND RATES OF PAY**

Notwithstanding the general provisions of this collective agreement, the following specific provisions shall apply to employees performing duties in the General Services Group.

**Interpretations and Definitions**

**1.01** For the purposes of this Appendix:

- (a) **“annual rate of pay”** means an employee’s weekly rate of pay multiplied by fifty-two decimal one seventy-six (52.176);
- (b) **“daily rate of pay”** means an employee’s hourly rate of pay time the employee’s normal number of hours of work per day;
- (c) **“weekly rate of pay”** means an employee’s daily rate of pay multiplied by five (5).

**Hours of Work and Overtime**

**2.01** For employees who work five (5) consecutive days per week on a regular and non-rotating basis, the Employer shall schedule the hours of work so that these employees work forty (40) hours per week or eight (8) hours per day.

**2.02** For all other employees, the Employer shall schedule the hours of work so that employees:

- (a) work an average of forty (40) hours and an average of five (5) days per week;
- (b) work not more than eight (8) hours per day, exclusive of meal period;  
and
- (c) obtain an average of two (2) days of rest per week.

## **General**

**2.03** An employee whose scheduled hours of work are changed without seven (7) days' prior notice:

- (a) shall be compensated at the rate of time and one-half (1 1/2):
  - (i) for the first (1<sup>st</sup>) full shift worked on the new schedule if the new scheduled starting time of the employee's shift is at least four (4) hours earlier or later than the former scheduled starting time;
  - (ii) for those hours worked on the first (1<sup>st</sup>) shift of the new schedule which are outside of the hours of the employee's formerly scheduled shift, if the new scheduled starting time of the employee's shift is less than four (4) hours earlier or later than the former scheduled starting time.

Subsequent shifts worked on the new schedule shall be paid for at straight time;

- (b) shall retain his or her previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with clause 2.05 of this Appendix.

## **2.04 Assignment of Overtime Work**

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

- (a) to allocate overtime work as equitably as practicable among readily available qualified employees,  
and
- (b) to give employees who are required to work overtime twenty-four (24) hours' advance notice of this requirement.

## **Overtime**

### **2.05 Overtime Compensation**

Subject to clause 2.06, overtime shall be compensated for at the following rates:

- (a) time and one-half (1 1/2), except as provided for in sub-clause 2.05(b);

- (b) double (2) time for each hour of overtime worked after sixteen (16) hours' work in any twenty-four (24) hour period or after eight (8) hours' work on the employee's first (1<sup>st</sup>) day of rest, and for all hours worked on the second (2<sup>nd</sup>) or subsequent day of rest. Second (2<sup>nd</sup>) or subsequent day of rest means the second (2<sup>nd</sup>) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday;
- (c) overtime shall be compensated in cash except that, upon request of an employee, the compensation shall be in equivalent leave with pay unless the Employer, by reason of operational requirements, is unable to grant such leave;
- (d) the Employer shall grant compensatory leave at times convenient to both the employee and the Employer;
- (e) 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;
- (f) if an employee reports for work after being given instructions before the termination of the employee's work shift, or at any earlier time or day to work overtime at a specified time on a regular working day for a period which is not contiguous to the employee's scheduled shift, the employee shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight time, whichever is the greater.

**2.06** An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee.

**2.07 Rest Periods and Meal Breaks**

- (a) The Employer shall schedule two (2) rest periods of ten (10) minutes each during each shift and three (3) rest periods of ten (10) minutes during each shift scheduled for twelve (12) hours or more. An employee in the Correctional Service of Canada may be required to take such rest periods at the employee's work location when the nature of the employee's duties makes it necessary.
- (b) Subject to operational requirements, no employee shall be required to work more than five (5) hours without a minimum of thirty (30) minutes for a meal.

**2.08 Couriers (Diplomatic), Towermen (Fire Lookout) and Harbour Managers**

Clauses 2.01, 2.02, 2.03, 2.04(b), 2.05 and 2.07 do not apply to employees performing Courier (Diplomatic), Towermen (Fire Lookout) and Harbour Managers' functions.

**2.09** Couriers, Towermen and Harbour Managers are entitled to receive compensation at:

- (a) straight-time rates for all hours compensated within a cycle up to a total to be determined by the following formula:

$$\frac{\text{Number of Calendar Days in Cycle X 40}}{7}$$

- (b) time and one-half (1 1/2) for all other hours worked.

**2.10** Periods of leave without pay will be deducted from the cycles for the purpose of the formula in clause 2.09.

**2.11** Couriers shall have four (4) three (3) month cycles equivalent to five hundred and twenty-two (522) hours per cycle commencing April 1<sup>st</sup> each year.

**2.12** Towermen will have a four (4) month cycle equivalent to six hundred and ninety-six (696) hours commencing on the first (1<sup>st</sup>) day in the season on which an employee is assigned to the position of Towerman. Any remaining period of work in a season will be considered a cycle.

**2.13** Harbour Managers shall have a six (6) month cycle commencing January 1<sup>st</sup> of each year.

**2.14 Designated Paid Holidays**

**.1 Couriers (Diplomatic)**

- (a) Only clause 32.02 applies to Couriers (Diplomatic).
- (b) In accordance with clause 2.09 Couriers (Diplomatic) shall receive ten (10) hours' compensation for any designated holiday specified in clause 32.01 whether or not the designated holiday falls on a workday.



- (c) Work performed by Couriers (Diplomatic) on a designated holiday will be compensated as per clause 2.09 of the Group Specific Agreement.

**.2 Towermen (Fire Lookout)**

- (a) Only clause 32.02 applies to Towermen (Fire Lookout).
- (b) In accordance with clause 2.09 Towermen (Fire Lookout) shall receive eight (8) hours' compensation for any designated holiday specified in clause 32.01 whether or not the designated holiday falls on a work day.
- (c) Work performed by Towermen (Fire Lookout) on a designated holiday will be compensated as per clause 2.09 of this Appendix.

**.3 Harbour Managers**

- (a) Only clause 32.02 applies to Harbour Managers.
- (b) In accordance with clause 2.09, Harbour Managers shall receive eight (8) hours' compensation for any designated holiday specified in clause 32.01 whether or not the designated holiday falls on a workday.
- (c) Work performed by Harbour Managers on a designated holiday will be compensated as per clause 2.09 of this Appendix.

**Fisheries Wardens and Security Guards Employed at Posts Abroad**

**2.15** Clause 2.01, sub-clauses 2.02(b) and (c), clauses 2.03, 2.04(b), 2.05(a) and (b), and 2.07 do not apply to Fisheries Wardens and Security Guards employed at posts abroad.

**2.16**

- (a) Fisheries Wardens are entitled to receive compensation at straight-time rates for all hours worked, other than hours worked on a day of rest or a designated holiday, up to forty (40) hours within a seven (7) day period and compensation at time and one-half (1 1/2) for all other hours worked within the period.

- (b) Security Guards employed at posts abroad are entitled to receive compensation at straight-time rates for all hours worked, other than hours worked on a day of rest or designated holiday, up to an average of one hundred and sixty (160) hours over a four (4) week period and compensation at time and one-half (1 1/2) for all other hours worked.

**2.17** Fisheries Wardens and Security Guards employed at posts abroad are entitled to receive compensation at time and one-half (1 1/2) rates for work performed on the first (1<sup>st</sup>) day of rest and compensation at double (2) time rates for work performed on the second (2<sup>nd</sup>) day of rest where two (2) days of rest are indicated by the schedule.

### **3.01 Split Shift Premium**

An employee shall receive an additional premium of fifty cents (\$0.50) per hour for all hours worked on a split shift. A split shift is defined as a shift that is regularly scheduled in accordance with Article 25 and this Appendix and that includes one regularly scheduled interruption for purposes other than the employee's meal break or the employee's rest period. However, the foregoing shall not apply in cases where an employee requests to work on a split shift.

### **Summer Hours for Thirty-seven decimal five (37.5) hours Per Week Employees**

**4.01** Clauses 4.02 to 4.07 inclusive, shall apply to employees on a thirty-seven decimal five (37.5) hour week whose scheduled daily and weekly hours are varied by the Employer to allow for different winter and summer hours.

**4.02** The Employer shall consult with the Alliance before introducing or discontinuing the practice of varying the weekly and daily hours of work in winter and summer for an employee or group of employees.

**4.03** Winter and summer work schedules shall be determined so that they will average thirty-seven decimal five (37.5) hours per week over a twelve (12) month period.

**4.04** Employees shall not receive:

- (a) more compensation at the applicable hourly rate solely because regularly scheduled winter hours exceed thirty-seven decimal five (37.5) hours per week,

or

- (b) less compensation at the applicable hourly rate solely because regularly scheduled summer hours are less than thirty-seven decimal five (37.5) hours per week.

**4.05** The Employer shall not have a claim against an employee by reason of overpayment of salary, nor shall an employee have a claim against the Employer by reason of underpayment of salary when:

- (a) for any reason an employee is separated temporarily or permanently from a position subject to summer hours,

or

- (b) an employee moves from a position not subject to summer hours to a position subject to summer hours,

with the result that the employee's average weekly scheduled hours over a twelve (12) month period exceed or are less than thirty-seven decimal five (37.5) hours per week.

**4.06** Overtime definition - clause 4.07 shall apply.

**4.07** "Overtime" means work performed by an employee:

- (a) one-half (1/2) hour in excess of the employee's normal scheduled daily winter hours of work,

or

- (b) one-half (1/2) hour in excess of the employee's normal scheduled daily summer hours of work,

or

- (c) on a scheduled day of rest.

### **Reporting Pay**

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

**5.02**

- (a) An employee who reports for work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours' pay at the applicable overtime rate, whichever is the greater.
- (b) The minimum payment referred to in 5.02(a) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 59.05.

**5.03** Time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

**Dangerous Goods**

**6.01** An employee certified pursuant to the *Transportation of Dangerous Goods Act* and who is assigned the responsibility for packaging and labelling of Dangerous Goods for shipping in accordance with the above Act, shall receive a monthly allowance of seventy-five dollars (\$75) for each month where the employee maintains such certification.

**\*\*ANNEX "A-1"****GS - GENERAL SERVICES GROUP  
HOURLY RATES OF PAY**

- A) Effective August 5, 2011  
 B) Effective August 5, 2012  
 C) Effective August 5, 2013

<b>Level</b>		<b>Rates</b>		
1	\$	13.90	14.49	15.10
	A	14.14	14.74	15.36
	B	14.35	14.96	15.59
	C	14.64	15.26	15.90
2	\$	16.70	17.43	18.15
	A	16.99	17.74	18.47
	B	17.24	18.01	18.75
	C	17.58	18.37	19.13
3	\$	19.53	20.39	21.23
	A	19.87	20.75	21.60
	B	20.17	21.06	21.92
	C	20.57	21.48	22.36
4	\$	20.54	21.43	22.33
	A	20.90	21.81	22.72
	B	21.21	22.14	23.06
	C	21.63	22.58	23.52
5	\$	22.91	23.90	24.90
	A	23.31	24.32	25.34
	B	23.66	24.68	25.72
	C	24.13	25.17	26.23
6	\$	23.63	24.66	25.69
	A	24.04	25.09	26.14
	B	24.40	25.47	26.53
	C	24.89	25.98	27.06

<b>Level</b>		<b>Rates</b>		
7	\$	24.74	25.82	26.89
	A	25.17	26.27	27.36
	B	25.55	26.66	27.77
	C	26.06	27.19	28.33
8	\$	25.92	27.05	28.18
	A	26.37	27.52	28.67
	B	26.77	27.93	29.10
	C	27.31	28.49	29.68
9	\$	28.33	29.56	30.80
	A	28.83	30.08	31.34
	B	29.26	30.53	31.81
	C	29.85	31.14	32.45
10	\$	29.89	31.18	32.48
	A	30.41	31.73	33.05
	B	30.87	32.21	33.55
	C	31.49	32.85	34.22
11	\$	31.06	32.41	33.76
	A	31.60	32.98	34.35
	B	32.07	33.47	34.87
	C	32.71	34.14	35.57
12	\$	32.33	33.74	35.14
	A	32.90	34.33	35.75
	B	33.39	34.84	36.29
	C	34.06	35.54	37.02
13	\$	33.60	35.06	36.52
	A	34.19	35.67	37.16
	B	34.70	36.21	37.72
	C	35.39	36.93	38.47

\*\*

**PAY NOTES**

1. Pay Increments
  - (a) The pay increment date for an indeterminate employee appointed to a position in the General Services Group prior to August 5, 2009 shall be August 5<sup>th</sup>.
  - (b) The pay increment date for an indeterminate employee appointed to a position in the General Services Group on or after August 5, 2009 shall be the anniversary date such an appointment.
  - (c) The increment period for indeterminate employees, other than apprentices, paid in these scales of rates, is one (1) year.
  - (d) On August 4<sup>th</sup> 2011, any employees who were on strength as of August 5<sup>th</sup> 2009, who are not at the maximum rate of pay, shall move to the maximum rate.
  - (e) The pay increment period for term employees is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.
  - (f) An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. For the purpose of defining when a determinate employee will be entitled to go the next salary increment, "cumulative" means all service, whether continuous or discontinuous within the core public administration at the same occupational group and level.
  - (g) Apprenticeship rates of pay are based on a percentage of the maximum rate of pay of the applicable sub group and level.
2. The apprentice rate of pay will based on the following sub-groups:

- FOS 06

For the use of the Department of National Defence only:

FOS 05

- 1) 48 months to certificate - 50% of above cited sub-group
- 2) 42 months to certificate - 56% of above cited sub-group
- 3) 36 months to certificate - 62% of above cited sub-group
- 4) 30 months to certificate - 68% of above cited sub-group
- 5) 24 months to certificate - 74% of above cited sub-group
- 6) 18 months to certificate - 80% of above cited sub-group
- 7) 12 months to certificate - 86% of above cited sub-group
- 8) 6 months to certificate - 92% of above cited sub-group

Placement in the grid shall be in accordance with provincial, territorial or Red Seal standards or, where there is no provincial, territorial or Red Seal standard, another governing body or government standards.

**See Annex A-2 for apprenticeship rates**



**\*\* ANNEX "A-2"**

**GS - GENERAL SERVICES GROUP  
 APPRENTICE RATE OF PAY  
 HOURLY RATES OF PAY  
 (in dollars)**

- A) Effective August 5, 2011  
 B) Effective August 5, 2012  
 C) Effective August 5, 2013**

**FOS-00**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
\$	12.85	14.39	15.93	17.47	19.01	20.55	22.09	23.63
A	13.07	14.64	16.21	17.78	19.34	20.91	22.48	24.04
B	13.27	14.86	16.45	18.05	19.63	21.22	22.82	24.40
C	13.54	15.16	16.78	18.41	20.02	21.64	23.28	24.89

- A) Effective August 5, 2011  
 B) Effective August 5, 2012  
 C) Effective August 5, 2013**

**FOS-00 (DND Only)**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
\$	12.45	13.94	15.44	16.93	18.43	19.92	21.41	22.91
A	12.67	14.18	15.71	17.23	18.75	20.27	21.78	23.31
B	12.86	14.39	15.95	17.49	19.03	20.57	22.11	23.66
C	13.12	14.68	16.27	17.84	19.41	20.98	22.55	24.13

**ANNEX B**  
**SUPERVISORY DIFFERENTIAL**

<b>Supervisory Level</b>	<b>Supervisory Co-ordinates</b>	<b>Supervisory Differential as a Percentage of Basic Rate</b>
1	A1	4.0
2	B2	6.0
3	B3, C2	8.5
4	B4, C3, D2	11.5
5	B5, C4, D3	14.5
6	B6, C5, D4	17.5
7	C6, D5	20.5
8	D6	23.5

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

\*\*

- (1) determine the non-supervisory rate of pay according to level;
- (2) determine the Supervisory Differential by multiplying the applicable Supervisory Differential Percentage by the non-supervisory rate of pay;
- (3) determine the supervisory rate of pay by adding the non-supervisory rate of pay with the Supervisory Differential.

\*\*

For example, an employee on August 5, 2011 at the maximum of level 5 and a Supervisory Coordinate B6, would receive a basic rate of pay of twenty-five dollars and thirty-four cents (\$25.34) as per Annex A. The Supervisory Differential of four dollars and forty-three cents (\$4.43) is arrived by multiplying the Supervisory Differential Percentage of seventeen decimal five per cent (17.5%) (B6) by the basic rate of pay (non-supervisory). Therefore in this case the applicable supervisory rate of pay would be twenty-nine dollars and seventy-seven cents (\$29.77).

**ANNEX C**  
**INMATE TRAINING DIFFERENTIAL**

Inmate Training Co-ordinates	Inmate Training Differential as a Percentage of Basic Rate
A1	4.0
B1	7.0
B2	9.0
C1	10.0
C2	12.0
D1	13.0

The Inmate Training Differential is to be used in the following manner:

\*\*

- (1) determine the non-supervisory rate of pay according to level;
- (2) determine the Inmate Training Differential by multiplying the applicable Inmate Training Differential Percentage by the non-supervisory rate of pay;
- (3) determine the inmate training rate of pay by adding the inmate training differential to the non-supervisory rate of pay as set out in Annex A or to the supervisory rate of pay as set out in Annex B of the Agreement if applicable.

**Inmate Training Differential as Applied to a Non-Supervisory Rate**

\*\*

For example, an employee on August 5, 2011, at the maximum of level 5 and a C1 Inmate Training Rating would receive a basic rate of pay (non-supervisory) of twenty-five dollars and thirty four cents (\$25.34) as per Annex A. The Inmate Training Differential of two dollars and fifty-three cents (\$2.53) is arrived by multiplying the Inmate Training Differential Percentage of ten decimal zero per cent (10.0%) (C1) by the basic rate of pay (non-supervisory). Therefore in this case the applicable rate of pay would be twenty-seven dollars and eighty-seven cents (\$27.87) for this particular employee.

**Inmate Training Differential as Applied to a Supervisory Rate**

\*\*

For example, an employee on August 5, 2011, at the maximum of level 5 with a Supervisory Coordinate B6 and a C1 Inmate training Rating would receive a basic rate of pay (non-supervisory) of twenty-five dollars and thirty-four cents (\$25.34) as per Annex A. The Supervisory Differential of four dollars and forty-three cents (\$4.43) is arrived by multiplying the Supervisory Differential Percentage of seventeen decimal five per cent (17.5%) (B6) by the basic rate of pay (non-supervisory). The Inmate Training Differential of two dollars and fifty-three cents (\$2.53) is arrived by multiplying the Inmate Training Differential Percentage of ten decimal zero per cent (10.0%) (C1) by the basic rate of pay (non-supervisory). Therefore in this case the applicable rate of pay would be thirty-two dollars and thirty cents (\$32.30) for this particular employee.

**ANNEX D**  
**CONDITIONS RESPECTING**  
**SECURITY MANAGERS EMPLOYED ABROAD**  
**IN THE DEPARTMENT OF FOREIGN AFFAIRS**

The following Articles as amended below apply to Security Managers employed abroad.

**Designated Paid Holidays**

Security Managers employed at Posts Abroad:

- (a) Only clauses 32.01 and 32.02 apply to Security Managers employed at Posts Abroad.
- (b) Security Managers employed at Posts Abroad shall receive an additional ten (10) hours' compensation for any designated holiday, whether or not the employee is required to work.

**Hours of Work and Overtime**

Replace Article in total as follows for Security Managers employed Abroad:

Security Managers employed at Posts Abroad are entitled to receive compensation for forty-four (44) hours at straight-time pay for all work performed each week irrespective of actual hours worked and in lieu of any and all compensation for overtime under this article and in lieu of compensation under Articles 30, 31, 27 and 60, which Articles shall not apply to Security Managers employed at Posts Abroad.

**ANNEX E**

**THIRTY-SEVEN AND ONE-HALF HOUR WORK WEEK**

Notwithstanding Article 2.01 and 2.02 of the General Services Appendix, the Employer agrees to maintain the thirty-seven decimal five (37.5) hour per work week of the seven decimal five (7.5) hour per day schedule for those employees who, as of February 23, 1989, were working a scheduled thirty-seven decimal five (37.5) hours per week of seven decimal five (7.5) hours per day.

**ANNEX F**  
**APPRENTICESHIP PROGRAM**

**1.01** For the purpose of this annex, “Apprenticeship Program” means a training and development program aimed at achieving a Red Seal certification or, where there is no Red Seal, provincial or territorial certification, another governing body or government agency certificate of qualifications.

**1.02** The Employer and the Alliance recognize the value of an Apprenticeship program for the purposes of recruitment as well as the development of skills.

**1.03** The Employer reserves the right to determine when an Apprenticeship program will be used.

**1.04** Subject to management pre-approval, the Employer shall provide the employee with the required materials and bear necessary costs related to the program.

**1.05** Employees hired as Apprentices shall be paid in accordance with established rates of pay for the duration of the program.

**1.06** An employee whose rate of pay prior to entering the apprenticeship program was greater than the appropriate apprentice rate of pay but less than the anticipated rate of pay upon completion of the apprenticeship program, shall retain his or her current rate of pay until such time as it is matched or exceeded by the apprentice rate of pay.

**APPENDIX D**

**HEATING, POWER AND STATIONARY PLANT  
GROUP SPECIFIC PROVISIONS AND RATES OF PAY**



## APPENDIX D

### HEATING, POWER AND STATIONARY PLANT GROUP SPECIFIC PROVISIONS AND RATES OF PAY

Notwithstanding the general provisions of this collective agreement, the following specific provisions shall apply to employees performing duties in the Heating, Power and Stationary Plant Group.

#### Interpretation and Definitions

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

- (a) **“daily rate of pay”** means the employee’s hourly rate of pay multiplied by the employee’s normal number of hours of work per day;
- (b) **“weekly rate of pay”** means the employee’s daily rate of pay multiplied by five (5);
- (c) **“annual rate of pay”** means the employee’s weekly rate of pay multiplied by fifty-two decimal one seven six (52.176).

#### Hours of Work

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

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

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

- (b) The Employer, shall endeavour, as a matter of policy, to give an employee at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday, and the consecutive days of rest may be in separate calendar weeks.

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

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

- (a) on a weekly basis, work forty (40) hours and five (5) days per week,  
and
- (b) on a daily basis, work eight (8) hours per day.

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

- (a) they shall be scheduled so that employees:
  - (i) on a weekly basis, work an average of forty (40) hours and an average of five (5) days per week,  
and
  - (ii) on a daily basis, work eight (8) hours per day;
- (b) every reasonable effort shall be made by the Employer:
  - (i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift,  
and
  - (ii) to avoid excessive fluctuations in hours of work.

### **2.05 Twelve (12) Hour Shifts and Other Variable Hours of Work**

- (a) Notwithstanding the provisions of this article, employees with the approval of the Employer, may complete their weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer, employees work an average of forty (40) hours per week. In every such period employees shall be granted days of rest on days not scheduled as normal work days for them.
- (b) 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.
- (c) Any special arrangement, including twelve (12) hour shifts, may be at the request of either party and must be mutually agreed between the Employer and the majority of employees affected and shall apply to all employees at the work unit.

### **General**

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

### **3.02**

- (a) The Employer agrees that, before a schedule of working hours is changed, the change will be discussed with the appropriate steward of the Alliance if the change will affect a majority of the employees governed by the schedule.
- (b) Upon request from the local Alliance representative(s), the parties will meet to review existing hours of work. The Employer will review with the local Alliance representative(s) any change in hours of work which the Employer proposes to institute, when such change will affect the majority of the employees governed by the schedule. In all cases following such reviews, the Employer will, where practical, accommodate such employee representations as may have been conveyed by the Alliance representative(s) during the meeting. By mutual agreement, in writing, the Employer and the local Alliance representative(s) may waive the application of clause 4.04.

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

**3.04**

- (a) Schedules of hours of work, which cover the normal work requirements, shall be posted by the Employer at least fifteen (15) calendar days in advance of the starting date of the new schedule. The Employer shall, where practical, arrange schedules which will remain in effect for periods of not less than twenty-eight (28) calendar days;
- (b) when an employee is required to change his or her position on the schedule without seven (7) calendar days' notice in advance of the starting time of the change he or she shall be paid for the first (1<sup>st</sup>), changed shift which he or she works at the rate of time and one-half (1 1/2). Subsequent shifts worked, as part of the change, shall be paid for at straight time subject to the overtime provisions of this agreement.

**3.05** An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee.

**3.06**

- (a) Overtime shall be compensated in cash, except where upon request of an employee and with the approval of the Employer, overtime shall be compensated by leave with pay.
- (b) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- (c) If any above leave with pay earned cannot be liquidated by the end of a twelve (12) month period, to be determined by the Employer, then payment in cash will be made at the employee's then current rate of pay.

**Reporting Pay**

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

**4.02**

- (a) An employee who reports for work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours' pay at the applicable overtime rate, whichever is the greater.
- (b) the minimum payment referred to in paragraph (a), does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 59.05 of this agreement.

**Shift Premium**

**5.01** An employee working on a twelve (12) hour shift schedule shall receive a shift premium of two dollars (\$2.00) per hour for all hours worked between 4 p.m. and 8 a.m. The shift premium will not be paid for hours worked between 8 a.m. and 4 p.m.

**\*\* ANNEX "A"**

**HP - HEATING, POWER AND STATIONARY  
PLANT OPERATION GROUP  
HOURLY RATES OF PAY  
(in dollars)**

- A) Effective August 5, 2011**  
**B) Effective August 5, 2012**  
**C) Effective August 5, 2013**

**HP-1**

From:	\$	19.69	20.13	20.55
To:	A	20.03	20.48	20.91
	B	20.33	20.79	21.22
	C	20.74	21.21	21.64

**HP-2**

From:	\$	21.53	22.04	22.53
To:	A	21.91	22.43	22.92
	B	22.24	22.77	23.26
	C	22.68	23.23	23.73

**HP-3**

From:	\$	23.44	24.01	24.61
To:	A	23.85	24.43	25.04
	B	24.21	24.80	25.42
	C	24.69	25.30	25.93

**HP-4**

From:	\$	26.31	27.01	27.65
To:	A	26.77	27.48	28.13
	B	27.17	27.89	28.55
	C	27.71	28.45	29.12

**HP-5**

From:	\$	28.35	29.04	29.76
To:	A	28.85	29.55	30.28
	B	29.28	29.99	30.73
	C	29.87	30.59	31.34

**HP-6**

From:	\$	28.46	29.24	29.97	30.73	31.53
To:	A	28.96	29.75	30.49	31.27	32.08
	B	29.39	30.20	30.95	31.74	32.56
	C	29.98	30.80	31.57	32.37	33.21

**HP-7**

From:	\$	30.88	31.70	32.57	33.40	34.31
To:	A	31.42	32.25	33.14	33.98	34.91
	B	31.89	32.73	33.64	34.49	35.43
	C	32.53	33.38	34.31	35.18	36.14

**HP-8**

From:	\$	33.16	34.06	34.99	35.88	36.84
To:	A	33.74	34.66	35.60	36.51	37.48
	B	34.25	35.18	36.13	37.06	38.04
	C	34.94	35.88	36.85	37.80	38.80

**HP-9**

From:	\$	35.14	36.16	37.23	38.29	39.43
To:	A	35.75	36.79	37.88	38.96	40.12
	B	36.29	37.34	38.45	39.54	40.72
	C	37.02	38.09	39.22	40.33	41.53

**PAY NOTES**

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**PAY INCREMENTS**

(1)

- (a) The pay increment date for an indeterminate employee shall be the anniversary of the employee's appointment.
- (b) The increment period for indeterminate employees paid in these scales of rates, is one (1) year.
- (c) The pay increment period for term employees is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.
- (d) An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. For the purpose of defining when a determinate employee will be entitled to go the next salary increment, "cumulative" means all service, whether continuous or discontinuous within the core public administration at the same occupational group and level.

**PAY ADJUSTMENT**

- (2) An employee shall, on the relevant effective dates of adjustments to rates of pay be paid in A, B or C scale of rates at the rate shown immediately below his former rate.



**ANNEX B**  
**HP INMATE TRAINING DIFFERENTIAL**

The entitlement to the differential will be determined in accordance with terms and conditions of this Annex based upon the continuing responsibility that the incumbent HP assumes for the training of inmates in terms of the nature of the training responsibility and the number of inmates trained. Occasional training responsibility, such as that assumed during absence of a staff member on annual or sick leave will not to be considered.

The degree coordinates assigned to a position will determine the differential that will be applied to the basic rate of pay for the position.

The Inmate Training Differential is, thus, to be determined in the following manner:

1. determine the rate of pay according to level;
2. determine the Inmate Training Differential by multiplying the applicable Inmate Training Differential Percentage by the rate of pay;
3. the rate of pay of the HP is then determined by adding the inmate-training differential to the rate of pay as set out in Annex A.

**INMATE TRAINING DIFFERENTIAL**

<b>Inmate Training Co-ordinates</b>	<b>Inmate Training Differential as a Percentage of Basic Rate</b>
A1	4.0
A2	6.0
B1	7.0
B2	9.0
B3	11.0
C1	10.0
C2	12.0
C3	14.0
D1	13.0
D2	15.0
D3	17.0
E1	16.0
E2	18.0
E3	20.0

**APPENDIX E**

**HOSPITAL SERVICES GROUP -  
SPECIFIC PROVISIONS AND RATES OF PAY**

**APPENDIX E****HOSPITAL SERVICES GROUP -  
SPECIFIC PROVISIONS AND RATES OF PAY**

Notwithstanding the general provisions of this collective agreement, the following specific provisions shall apply to employees performing duties in the Hospital Services Group.

**Hours of Work****1.01 Hours of Work**

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

- (a) on a weekly basis, work thirty-seven decimal five (37.5) hours and five (5) days per week;

and

- (b) on a daily basis, work seven decimal five (7.5) hours per day.

**1.02** When, because of the operational requirements of the service, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees work an average of thirty-seven decimal five (37.5) hours per week and either:

- (a) seven decimal five (7.5) hours per day and an average of five (5) days per week,

or

- (b) upon the request of the majority of the employees affected and with the concurrence of the Employer, an average of seven decimal five (7.5) hours per day provided no shift in excess of twelve (12) hours is involved.

**1.03** Notwithstanding clause 1.02, the commencement and/or end of each shift, may be varied by fifteen (15) minutes to provide for the continuity and/or, an appropriate length of the meal period.

**1.04**

- (a) When scheduling hours of work. The Employer shall consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule.
- (b) Every reasonable effort shall be made by the Employer:
  - (i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift,  
  
and
  - (ii) to avoid excessive fluctuation in hours of work,  
  
and
  - (iii) to schedule hours of work so that the work schedule shall provide an employee with one (1) weekend (Saturday and Sunday) off duty for each three (3) week period and where possible the schedule may provide an employee with every second (2<sup>nd</sup>) weekend off duty,
  - (iv) not to schedule more than eight (8) consecutive days of work unless otherwise requested by the employees,
  - (v) to schedule at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday.

**1.05** The Employer shall schedule hours of work for all employees. Working schedules shall be posted at least fifteen (15) days in advance of the starting date of the new schedule, and the Employer shall, where practical, arrange schedules which will remain in effect for a period of not less than twenty-eight (28) calendar days. Shifts shall be allocated on an equitable basis amongst employees governed by the same schedule.

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

**1.07** If an employee is given less than seven (7) days advance notice of a change in his or her shift schedule, he or she will receive a premium rate of time and one half (1 1/2) for work performed on the first (1<sup>st</sup>) shift changed. Subsequent shifts worked on the new schedule shall be paid for at the hourly rate of pay.

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

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

**1.10 Rest Periods**

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.

**Overtime**

**Overtime Compensation**

**2.01**

- (a) If an employee is given instructions before the mid point of his or her shift, that he or she will be required to work overtime on that day at a time which is not contiguous to his or her work period, the employee shall be paid for the time actually worked or a minimum of two (2) hours' pay at the employee's hourly rate of pay, whichever is greater.
- (b) If an employee is given instructions after the mid point of his or her shift, that he or she will be required to work overtime on that day at a time which is not contiguous to his or her work period, the employee shall be paid for the time actually worked or a minimum of three (3) hours' pay at the employee's hourly rate of pay, whichever is the greater.

**Reporting Pay**

**3.01** An employee who reports for work on his or her scheduled shift shall be paid for the time actually worked, or a minimum of four (4) hours' pay at straight time, whichever is the greater.

**3.02**

- (a) An employee who reports for work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours' pay at the applicable overtime rate, whichever is greater.
- (b) The minimum payment referred to in paragraph 3.02(a), above, does not apply to part time employees. Part time employees will receive a minimum payment in accordance with 59.05. This minimum also applies when a part-time employee is required to report for work on a non-scheduled workday.

**3.03** Time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

**\*\* ANNEX "A"****HS - HOSPITAL SERVICES GROUP****HDO SUB-GROUP****HOURLY RATES OF PAY**

(in dollars)

	<b>A)</b>	<b>Effective August 5, 2011</b>		
	<b>B)</b>	<b>Effective August 5, 2012</b>		
	<b>C)</b>	<b>Effective August 5, 2013</b>		
HS-1	\$	19.35	20.18	21.03
	A	19.69	20.53	21.40
	B	19.99	20.84	21.72
	C	20.39	21.26	22.15
HS-2	\$	21.20	22.13	23.05
	A	21.57	22.52	23.45
	B	21.89	22.86	23.80
	C	22.33	23.32	24.28
HS-3	\$	22.62	23.61	24.59
	A	23.02	24.02	25.02
	B	23.37	24.38	25.40
	C	23.84	24.87	25.91
HS-4	\$	23.63	24.66	25.69
	A	24.04	25.09	26.14
	B	24.40	25.47	26.53
	C	24.89	25.98	27.06
HS-5	\$	25.86	26.98	28.11
	A	26.31	27.45	28.60
	B	26.70	27.86	29.03
	C	27.23	28.42	29.61



HS-6	\$	26.58	27.73	28.89
	A	27.05	28.22	29.40
	B	27.46	28.64	29.84
	C	28.01	29.21	30.44
HS-7	\$	27.79	29.01	30.22
	A	28.28	29.52	30.75
	B	28.70	29.96	31.21
	C	29.27	30.56	31.83
HS-8	\$	29.03	30.29	31.56
	A	29.54	30.82	32.11
	B	29.98	31.28	32.59
	C	30.58	31.91	33.24
HS-9	\$	31.87	33.25	34.64
	A	32.43	33.83	35.25
	B	32.92	34.34	35.78
	C	33.58	35.03	36.50
HS-10	\$	33.50	34.96	36.41
	A	34.09	35.57	37.05
	B	34.60	36.10	37.61
	C	35.29	36.82	38.36

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**PAY NOTES**

1. Pay Increments
  - (a) The pay increment date for an indeterminate employee appointed to a position in the Hospital Services Group prior to August 5, 2009 shall be August 5<sup>th</sup>.
  - (b) The pay increment date for an indeterminate employee appointed to a position in the Hospital Services on or after August 5, 2009 shall be the anniversary date such an appointment.
  - (c) The increment period for indeterminate employees paid in these scales of rates, is one (1) year.
  - (d) On August 4<sup>th</sup> 2011, any employees who were on strength as of August 5<sup>th</sup> 2009, who are not at the maximum rate of pay, shall move to the maximum rate.
  - (e) The pay increment period for term employees is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.
  - (f) An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. For the purpose of defining when a determinate employee will be entitled to go the next salary increment, “cumulative” means all service, whether continuous or discontinuous within the core public administration at the same occupational group and level.

**\*\* ANNEX "A"****HS - HOSPITAL SERVICES GROUP****PHS SUB-GROUP****HOURLY RATES OF PAY**

(in dollars)

	<b>A)</b>	<b>Effective August 5, 2011</b>		
	<b>B)</b>	<b>Effective August 5, 2012</b>		
	<b>C)</b>	<b>Effective August 5, 2013</b>		
HS-1	\$	18.40	19.19	20.00
	A	18.72	19.53	20.35
	B	19.00	19.82	20.66
	C	19.38	20.22	21.07
HS-2	\$	20.24	21.13	22.01
	A	20.59	21.50	22.40
	B	20.90	21.82	22.74
	C	21.32	22.26	23.19
HS-3	\$	22.11	23.08	24.04
	A	22.50	23.48	24.46
	B	22.84	23.83	24.83
	C	23.30	24.31	25.33
HS-4	\$	23.85	24.88	25.92
	A	24.27	25.32	26.37
	B	24.63	25.70	26.77
	C	25.12	26.21	27.31
HS-5	\$	26.01	27.15	28.28
	A	26.47	27.63	28.77
	B	26.87	28.04	29.20
	C	27.41	28.60	29.78

HS-6	\$	27.25	28.43	29.62
	A	27.73	28.93	30.14
	B	28.15	29.36	30.59
	C	28.71	29.95	31.20
HS-7	\$	28.14	29.36	30.59
	A	28.63	29.87	31.13
	B	29.06	30.32	31.60
	C	29.64	30.93	32.23
HS-8	\$	30.50	31.82	33.15
	A	31.03	32.38	33.73
	B	31.50	32.87	34.24
	C	32.13	33.53	34.92
HS-9	\$	33.35	34.80	36.26
	A	33.93	35.41	36.89
	B	34.44	35.94	37.44
	C	35.13	36.66	38.19
HS-10	\$	35.01	36.53	38.05
	A	35.62	37.17	38.72
	B	36.15	37.73	39.30
	C	36.87	38.48	40.09

\*\*

**PAY NOTES**

1. Pay Increments
  - (a) The pay increment date for an indeterminate employee appointed to a position in the Hospital Services Group prior to August 5, 2009 shall be August 5<sup>th</sup>.
  - (b) The pay increment date for an indeterminate employee appointed to a position in the Hospital Services Group on or after August 5, 2009 shall be the anniversary date such an appointment.
  - (c) The increment period for indeterminate employees paid in these scales of rates, is one (1) year.
  - (d) On August 4<sup>th</sup> 2011, any employees who were on strength as of August 5<sup>th</sup> 2009, who are not at the maximum rate of pay, shall move to the maximum rate.
  - (e) The pay increment period for term employees is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.
  - (f) An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. For the purpose of defining when a determinate employee will be entitled to go the next salary increment, “cumulative” means all service, whether continuous or discontinuous within the core public administration at the same occupational group and level.

**ANNEX B**  
**SUPERVISORY DIFFERENTIAL**

<b>Supervisory Level</b>	<b>Supervisory Co-ordinates</b>	<b>Supervisory Differential as a Percentage of Basic Rate</b>
1	A1	4.0
2	B2	6.0
3	B3, C2	8.5
4	B4, C3, D2	11.5
5	B5, C4, D3	14.5
6	B6, C5, D4	17.5
7	C6, D5	20.5
8	D6	23.5

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

\*\*

- (1) determine the non-supervisory rate of pay according to level;
- (2) determine the Supervisory Differential by multiplying the applicable Supervisory Differential Percentage by the non-supervisory rate of pay;
- (3) determine the supervisory rate of pay by adding the non-supervisory rate of pay with the Supervisory Differential.

For example, an employee on August 5, 2011, at the maximum of level 5 (HDO) and a Supervisory Coordinate C3, would receive a basic rate of pay of twenty-eight dollars and sixty cents (\$28.60) as per Annex A. The Supervisory Differential of three dollars and twenty-nine cents (\$3.29) is arrived by multiplying the Supervisory Differential Percentage of eleven decimal five per cent (11.5%) (C3) by the basic rate of pay (non-supervisory). Therefore in this case the applicable supervisory rate of pay would be thirty-one dollars and eight-nine cents (\$31.89).

**APPENDIX F**  
**LIGHTKEEPERS -**  
**SPECIFIC PROVISIONS AND RATES OF PAY**

**APPENDIX F****LIGHTKEEPERS -  
SPECIFIC PROVISIONS AND RATES OF PAY**

Notwithstanding the general provisions of this collective agreement, the following specific provisions shall apply to employees performing duties in the Lightkeeper Group.

**General****Interpretation and Definitions**

- (a) **“daily rate of pay”** means an employee’s weekly rate of pay divided by seven (7);
- (b) **“remuneration”** means pay and allowances;
- (c) **“weekly rate of pay”** means an employee’s annual rate of pay divided by fifty-two decimal one hundred and seventy-six (52.176).

**Vacation Leave****Accumulation of Vacation Leave**

**1.01** An employee who has earned at least two (2) weeks’ pay during each calendar month of a vacation year shall earn credits at the following rates provided the employee has not earned credits in another bargaining unit with respect to the same month:

- (a) three (3) weeks per vacation year until the month in which the anniversary of the employee’s eighth (8<sup>th</sup>) year of service occurs;
- (b) four (4) weeks per vacation year commencing with the month in which the employee’s eighth (8<sup>th</sup>) anniversary of service occurs;
- (c) four (4) weeks and two decimal eight (2.8) days per vacation year commencing with the month in which the employee’s sixteen (16<sup>th</sup>) anniversary of service occurs;



- (d) four (4) weeks and four decimal two (4.2) days per vacation year commencing with the month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;
- (e) five (5) weeks per vacation year commencing with the month in which the employee's eighteenth (18<sup>th</sup>) anniversary of service occurs;
- (f) five (5) weeks and two decimal eight (2.8) days per vacation year commencing with the month in which the employee's twenty-seventh (27<sup>th</sup>) anniversary of service occurs;
- (g) six (6) weeks per vacation year commencing with the month in which the employee's twenty-eighth (28<sup>th</sup>) anniversary of service occurs.

**1.02** Vacation leave provided under clause 1.01 above which is in excess of the three (3) or four (4) weeks per vacation year respectively shall be granted on a prorata basis during the vacation year in which the employee completes the required years of continuous employment.

**1.03** An employee who has not received at least two (2) weeks' pay for each calendar month of a vacation year will earn vacation leave at one-twelfth (1/12<sup>th</sup>) of the applicable rate in clause 1.01 of this Appendix for each calendar month for which the employee received at least two (2) weeks' pay.

**1.04** When an employee becomes subject to this Agreement, the employee's leave credits shall be recalculated in accordance with the leave credit formula applicable to the employee's altered work schedule.

### **Sick Leave With Pay**

**2.01** An employee shall earn sick leave credits at the rate of one and one-half (1 1/2) days for each calendar month for which the employee receives pay for at least two (2) weeks.

### **Designated Paid Holidays**

#### **3.01**

- (a) The designated holidays in a fiscal year that fall in the employee's work period shall be anticipated to the end of the year and "lieu day" credits established at the rate of one and one-half (1 1/2) days for each designated paid holiday as shown in Article 32.

- (b) Lieu days will be taken as an extension to vacation leave and shall be charged against the lieu day credits.
- (c) If any lieu days established under this article cannot be liquidated by the end of the vacation year, at the written request of the employee, and the approval of the Employer, they will be paid off at the employee's daily rate of pay.

### **3.02**

- (a) When an employee dies or otherwise terminates his or her employment, the employee or the employee's estate shall be paid in cash at his or her daily rate of pay for each unused lieu day.
- (b) When the employment of an employee is terminated by other than death or lay-off, recovery shall be made at the rate set forth in paragraph 3.02(a) for all unearned lieu days granted.

### **Miscellaneous**

**4.01** Except as otherwise provided in the Designated Paid Holidays and Severance Pay Articles of this agreement, and Annex A Pay rates, the terms and conditions of employment for seasonal, rotational and seasonal-rotational employees are not altered by this Agreement in so far as they do not differ from past general practice.

**4.02** Employees' compensation is based on the performance of all services required.

### **4.03**

- (a) When a lightkeeper assigned to a rotational lightstation is on duty on that lightstation for a period of twenty-four (24) consecutive hours or more, the employee shall be entitled, in respect of each twenty-four (24) hour period, to one (1) rotational day off.
- (b) Notwithstanding any provision to the contrary in the present Agreement, rotational days off earned in accordance with this clause shall be deemed to have been granted between each on-duty period on the rotational lightstation provided that rotational days off shall be deemed not to have been granted concurrently with a designated paid holiday or vacation leave entitlements.

**General**

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

**5.02** The formula under which the allowance for meteorological and such related observations is calculated shall be maintained during the life of this Agreement. However, clause 34.10 of Article 34 will not apply.

**5.03** Where applicable, the Employer shall continue its present practice of delivering food and mail to lightkeepers. Every reasonable effort will be made to effect delivery at least every two (2) months and to give forty-eight (48) hours' notice to the lightkeeper concerned of the departure of the supply vessel.

**5.04** First aid courses will be made available to lightkeepers where the Employer assesses a need for such training.

**5.05** The Employer and the Alliance agree to the principle of charging visitors on travel status for meals and overnight accommodation supplied by the lightkeeper. Both parties will consult on the matter of rates to be charged.

**5.06** Where practicable, forty-eight (48) hours' notice will be given to the lightkeeper of the arrival of overnight guests. This will not apply in the case of Department of Fisheries and Oceans inspectors and in cases of emergency.

**5.07** The Employer will consult with the Lightkeeper on the need for the Employer to supply bed and bedding when the Department of Fisheries and Ocean's guests are to be accommodated in the Lightkeeper's dwelling and, if required, bed and bedding will be supplied by the Department.

**5.08 Transportation**

The Employer will maintain the present practice within the Department of Fisheries and Oceans of providing employees where necessary when proceeding on leave, transportation to and from convenient public transportation and payment of reasonable expenses incurred by employees due to delays in proceeding to and returning from leave, when the delays are considered by the Employer to be beyond the control of the employees.

**5.09 Sick Leave - Rotational Stations**

Concerning the administration of sick leave for employees assigned to rotational lightstations.

- (a) A lightkeeper assigned to a rotational lightstation who is granted sick leave with pay during an on-duty period shall be deemed to be on duty for purposes of clause 4.03 of this Appendix and shall accordingly be credited with one (1) rotational day off for each twenty-four (24) hour period of sick leave granted.
- (b) A lightkeeper assigned to a rotational lightstation is not eligible for sick leave with pay between active duty periods on the rotational lightstation, except as otherwise provided in clause 35.07 of the Agreement.
- (c) A lightkeeper assigned to a rotational lightstation who is granted sick leave, shall be deducted sick leave credits at the rate of two (2) days of each twenty-four (24) hour period of absence from duty.

#### **5.10 Absent Lightkeeper Duties**

Where a lightkeeper is required by management to perform the duties of an absent lightkeeper from the same lightstation, the lightkeeper shall earn one (1) day of compensatory leave for each day the lightkeeper is required to perform the duties of the absent lightkeeper. However, where two (2) lightkeepers are required to share the duties of an absent lightkeeper from the same lightstation, they shall each earn one-half (1/2) day of compensatory leave for each day they are required to perform said additional duties. Compensatory leave credits earned in accordance with this Clause may be liquidated as leave or, at the employee's option, by cash payment.

#### **5.11 Off Duty Periods - Absences**

The Employer wishes to confirm its intention of continuing the present practice of the Department of Fisheries and Oceans to the effect that all lightkeepers, save those on rotational stations, may absent themselves during off-duty periods, subject to the restrictions imposed by management for safety purposes.

**\*\* ANNEX "A"****LI - LIGHTKEEPERS GROUP****ANNUAL RATES OF PAY**

(in dollars)

- A) Effective August 5, 2011**  
**B) Effective August 5, 2012**  
**C) Effective August 5, 2013**

**LI-1**

From:	\$	31370	32242	33087	33960	34820
To:	A	31919	32806	33666	34554	35429
	B	32398	33298	34171	35072	35960
	C	33046	33964	34854	35773	36679

**LI-2**

From:	\$	31718	32872	34057	35228	36402
To:	A	32273	33447	34653	35844	37039
	B	32757	33949	35173	36382	37595
	C	33412	34628	35876	37110	38347

**LI-3**

From:	\$	34689	35821	36949	38083
To:	A	35296	36448	37596	38749
	B	35825	36995	38160	39330
	C	36542	37735	38923	40117

**LI-4**

From:	\$	37285	38366	39465	40536
To:	A	37937	39037	40156	41245
	B	38506	39623	40758	41864
	C	39276	40415	41573	42701

**LI-5**

From:	\$	39930	41041	42137	43227
To:	A	40629	41759	42874	43983
	B	41238	42385	43517	44643
	C	42063	43233	44387	45536

**LI-6**

From:	\$	42668	43956	45247	46546
To:	A	43415	44725	46039	47361
	B	44066	45396	46730	48071
	C	44947	46304	47665	49032

**LI-7**

From:	\$	46260	47500	48760	50008
To:	A	47070	48331	49613	50883
	B	47776	49056	50357	51646
	C	48732	50037	51364	52679

**LI-8**

From:	\$	50172	51411	52647	53868
To:	A	51050	52311	53568	54811
	B	51816	53096	54372	55633
	C	52852	54158	55459	56746

**LI-9**

From:	\$	53858	55118	56386	58073
To:	A	54801	56083	57373	59089
	B	55623	56924	58234	59975
	C	56735	58062	59399	61175

**PAY NOTES**

1. An employee who is paid at a rate in the “From:” scale of rates shall, on the relevant effective date be paid at the rate listed immediately below that rate in the A scale of rates.  
  
\*\*
2. The increment period for indeterminate employees paid in these scales of rates, is one (1) year.  
  
\*\*
3. The pay increment period for term employees is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.  
  
\*\*
4. An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. For the purpose of defining when a determinate employee will be entitled to go the next salary increment, “cumulative” means all service, whether continuous or discontinuous within the core public administration at the same occupational group and level.
5. Adjustment in rates of pay for positions at seasonal, rotational, and seasonal-rotational lightstations will be found in Annex B.

**ANNEX B**  
**ADJUSTMENT IN RATES OF PAY**

- (a) There shall be an adjustment in rates of pay at each level, where applicable, for positions at Seasonal, Rotational and Seasonal-Rotational lightstations in the following manner:

<b>Days of Operation of Lightstation</b>	<b>Seasonal Stations Rate of Adjustment %</b>	<b>Rotational Stations Rate of Adjustment %</b>	<b>Seasonal Rotational Stations Rate of Adjustment %</b>
335 - 365	100	90	90
305 - 334	95	n/a	85
274 - 304	90	n/a	80
244 - 273	85	n/a	75
182 - 243	80	n/a	70

- (b) The aforementioned rates of adjustment shall apply to the salary ranges for each level in Annex A, where applicable.

\*\*

- (c) Where an employee assigned to a seasonal or seasonal-rotational lightstation is granted vacation leave or lieu days following the operational period of the lightstation, such period of leave or lieu days shall be added to the operational period of the lightstation in determining the adjustment in rates of pay applicable to that employee.

**Supplementary allowance**

- (a) The following supplementary allowance shall be paid to each lightkeeper:

**Full-Time Station**

- |    |                         |       |
|----|-------------------------|-------|
| 1. | in 1 and 2-man stations | 2,100 |
| 2. | in 4-man stations       | 1,800 |



**Seasonal Stations****Days of Operations of Lightstations**

335 - 365	100% of applicable full-time allowance
305 - 334	95% of applicable full-time allowance
274 - 304	90% of applicable full-time allowance
244 - 273	85% of applicable full-time allowance
182 - 243	80% of applicable full-time allowance

\*\*

- (b) Where a lightkeeper assigned to a seasonal lightstation is granted vacation leave or lieu days following the operational period of the lightstation, such period of leave or lieu days shall be added to the operational period of the lightstation in determining the supplementary allowance applicable to that lightkeeper.

**ANNEX C**  
**ACCOMMODATION AND SERVICES**

1. The Employer wishes to confirm its intention of continuing the present practice of the Department of Fisheries and Oceans in regard to the provision of accommodation and services which are now provided to Lightkeepers.

2. **Rotational Light Station Food Allowance**

A Lightkeeper shall be entitled to an allowance of one hundred dollars (\$100) for each on-duty period that he is assigned to a rotational light station.

**ANNEX D**  
**METEOROLOGICAL ALLOWANCE**

The following is the formula for meteorological observations and extra payments made for certain specified duties:

**Formula**

Formula	41.46
---------	-------

**Extra Observations**

Anemometer	80.96
Climate Report	123.10
Ceiling Balloon	80.96
Sunshine Abstracts	41.05
Automatic Rain Gauge	46.60
Same with Abstracts	80.96
Water Temperature	90.96
Same with Abstracts	166.38

It is also understood that the maximum amount payable per annum to a Lightkeeper is one thousand six hundred and twenty-three dollars (\$1,623).

**APPENDIX G**  
**SHIPS' CREWS**  
**SPECIFIC PROVISIONS AND RATES OF PAY**  
**GENERAL**

**APPENDIX G**  
**SHIPS' CREWS**  
**SPECIFIC PROVISIONS AND RATES OF PAY**  
**GENERAL**

**Introduction**

Notwithstanding the general provisions of this collective agreement the following specific provisions shall apply to employees performing duties in the Ships' Crews Group:

**1. Interpretations and Definitions**

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

- (a) **“annual rate of pay”** means an employee's monthly rate of pay multiplied by twelve (12);
- (b) **“day”** in relation to an employee means a twenty-four-(24) period during which that employee is normally required to perform the duties of his position and commences:
  - (i) at the designated crew change time for operations subject to Annex B (Conventional), Annex C (Forty Two Hour Averaging Work System), Annex D (Forty-Six Point Six Hour Work System) and Annex E (Lay-Day Work System).
  - (ii) at 00:01 for all other operations.
- (c) **“home port”** means the employee's home port as designated by the user departments and/or the geographic location to which the employee is normally assigned;
- (d) **“hourly rate of pay”** means an employee's monthly rate of pay multiplied by twelve (12) and divided by two thousand and eighty-seven decimal zero four (2087.04);
- (e) **“remuneration”** means pay and allowances;

- (f) “**weekly rate of pay**” means an employee’s monthly rate of pay multiplied by twelve (12) and divided by fifty-two decimal one hundred and seventy-six (52.176);
- (g) “**compensatory leave**” means leave with pay in lieu of cash payment for overtime, for time worked on a designated paid holiday, or travelling time compensated at the overtime rate. The duration of such leave will be equal to the time compensated or the minimum time entitlement, multiplied by the applicable overtime rate.

In addition, compensation for Security Duty, Standby, and Call-Back may also accumulate as compensatory leave.

The rate of pay to which an employee is entitled during such leave shall be at the employee’s hourly rate of pay based upon the sub-group and level in effect on the day on which the compensatory leave is taken (congé compensateur).

## **General Administration**

### **2. Hours of Work and Overtime**

#### **2.01 General**

- (a) An employee’s hours of work as set out in this Agreement shall not be construed as guaranteeing the employee minimum or maximum hours of work.
- (b) Unless otherwise provided in this article, employees assigned to the Lay-Day Work System, are subject to Annex E, employees assigned to the Averaging System Forty-Two (42) hours are subject to Annex C, employees assigned to the On-Call System Average Forty-Six Point Six (46.6) hours are subject to Annex D, and all other employees are subject to Annex B.
- (c) Meal periods shall not constitute a part of any work period except for employees who are required to eat during their watch.

**2.02 Rest Periods**

- (a) The employee shall be granted two (2) paid ten (10) minute rest periods in each working day of less than twelve (12) hours and three (3) paid ten (10) minute rest periods for a working day of twelve (12) hours or more.
- (b) Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange watches if there is no increase in cost to the Employer.
- (c) Any work necessary for the safety of the vessel, passengers, crew or cargo shall be performed at any time on immediate call by all employees 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.
- (d) The Master may, whenever he deems it advisable, require any employee to participate in lifeboat or other emergency drills without the payment of overtime.

**2.03 Overtime Compensation**

- (a) An employee performing overtime work which ceases before the expiration of one (1) hour shall nevertheless be credited with one (1) hour's overtime.
- (b) After the first (1<sup>st</sup>) hour of overtime, each further period of one-half (1/2) hour shall entitle the employee to one-half (1/2) the applicable hourly overtime rate.
- (c) Subject to paragraph (d) an employee shall be entitled to compensation at time and one-half (1 1/2) for overtime worked by the employee.
- (d) An employee shall be entitled to compensation at double (2) time:
  - (i) for work performed following eight (8) hours of overtime worked in excess of the employee's normal daily hours of work;
  - (ii) for overtime worked on the employee's days of rest in excess of the employee's normal daily hours of work;

- (iii) for all overtime worked by an employee on the employee's second or subsequent days of rest, provided the days of rest are consecutive.

except:

with respect to Annex C, 42 Hour Averaging, Annex D, forty-six decimal six (46.6) Hour Averaging, and Annex E, Lay Day.

- (e) When an employee is required to work continuously without a break of at least six (6) hours, the employee shall continue to be compensated at double (2) time for hours worked provided:
  - (i) the employee has worked more than twenty (20) hours in any period of twenty-four (24) consecutive hours for employees who normally work a twelve (12) hour day.
  - or
  - (ii) the employee has worked more than sixteen (16) hours in any one period of twenty-four (24) consecutive hours for employees who normally work an eight (8) hour day.
- (f)
  - (i) Overtime shall be compensated in cash, except where the employee requests that it accumulate as compensatory leave.
  - (ii) Compensatory leave shall accumulate at the equivalent cash value for the sub-group and level at which it is earned. Such accumulated compensatory leave shall be held in reserve to be liquidated in leave or cash, subject to sub-clause (g), at the request of the employee and at the discretion of the Employer.
  - (iii) The Employer will endeavour to grant compensatory leave at times convenient to both the employee and the Employer.
- (g) Compensatory leave standing to the credit of an employee in excess of three hundred (300) hours will normally be paid off in cash, or the excess may be granted as leave at the request of the employee and the discretion of the Employer.



**2.04 Overtime Records**

Overtime records shall be kept by the Employer and shall be available for examination by the employee at least once every two (2) weeks.

**(a) Assignment of Overtime Work**

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

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

and

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

**2.05 Meal Allowance****(a)**

(i) For positions where meals are not provided by the Employer, an employee who works three (3) or more consecutive hours of overtime on a regular working day shall receive a meal allowance of ten dollars (\$10.00), except where a free meal is provided.

(ii) Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.

**(b)**

(i) For positions where meals are not provided by the Employer, an employee who works overtime on days of rest beyond the prior scheduled overtime period shall receive a meal allowance of ten dollars (\$10.00) after having worked three (3) consecutive hours of overtime beyond the prior scheduled overtime period and ten dollars (\$10.00) for each four (4) hour period of overtime worked thereafter, except where a free meal is provided.

- (ii) Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employees place of work.

### **3. Vacation Leave With Pay**

#### **3.01 Vacation Year**

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

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

An employee shall earn vacation leave credits at the following rates for each calendar month during which the employee receives pay for at least eighty (80) hours:

- (a) ten (10) hours per month until the month in which the anniversary of the employee's eighth (8<sup>th</sup>) year of service occurs;
- (b) thirteen decimal three-three (13.33) hours per month commencing with the month in which the employee's eighth (8<sup>th</sup>) anniversary of service occurs;
- (c) fourteen decimal sixty-seven (14.67) hours per month in which the employee's sixteenth (16<sup>th</sup>) anniversary of service occurs;
- (d) fifteen decimal thirty-three (15.33) hours per month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;
- (e) sixteen decimal six seven (16.67) hours per month in which the employee's eighteenth (18<sup>th</sup>) anniversary of service occurs;
- (f) eighteen (18) hours per month commencing with the month in which the employee's twenty-seventh (27<sup>th</sup>) anniversary of service occurs;
- (g) twenty (20) hours commencing with the month in which the employee's twenty-eighth (28<sup>th</sup>) anniversary of service occurs.

**3.03** Vacation leave with pay shall be granted on an hourly basis with the hours debited for each day of vacation leave being the same as specified in the appropriate Annex.

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

\*\*

- (a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and eighty (280) hours for those employees working under Annex B, two hundred and ninety four (294) hours for those employees working under Annex C, three hundred and twenty six decimal two (326.2) hours for those employees working under Annex D; and five hundred and eighty-eight (588) hours for those employees working under Annex E, 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)
- (i) Notwithstanding paragraph (a), 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 the limits provided in paragraph (a) above unused vacation leave credits earned during previous years, this number of unused vacation leave credits shall become the employee's accumulated leave maximum;
- (ii) unused vacation leave credits equivalent to the employee's accumulated leave maximum shall be carried over into the following vacation year;
- (iii) unused vacation leave credits in excess of the employee's accumulated leave maximum shall be automatically paid in cash at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.
- (c) The employee's accumulated leave maximum as calculated pursuant to subparagraph (b)(i) above shall be reduced irrevocably by the number of vacation leave credits liquidated in excess of the employee's annual vacation leave entitlement during the vacation year.

- (d) Notwithstanding subparagraph (b)(iii) above, where the Employer cancels a period of vacation leave which has been previously approved in writing and which cannot be rescheduled before the end of the vacation year, the cancelled leave may be carried over into the following vacation year.

#### **4. Sick Leave With Pay**

##### **4.01 Credits**

- (a) An employee shall earn sick leave credits at the rate of ten (10) hours for each calendar month for which he receives at least eighty (80) hours' pay.
- (b) Sick leave with pay shall be granted on an hourly basis with hours debited for each day of sick leave being the same as specified in the appropriate Annex.

##### **4.02 Granting of Sick Leave With Pay**

- (a) An employee is not eligible for sick leave with pay during any period in which he is on leave without pay or under suspension.
- (b) Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of Sick Leave With Pay may, at the discretion of the Employer, be granted for a period of up to two hundred (200) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for reasons other than death or lay-off, the recovery of the advance from any monies owed the employee.

#### **5. Uniforms and Safety Footwear**

Whenever items of clothing are supplied to employees as per the Employer's policy, or where the Employer has identified positions where the wearing of safety footwear is mandatory and the employees are in receipt of the safety footwear the employees shall wear the clothing and safety footwear whenever they are on duty in accordance with the departmental regulations.

#### **6. Sailing Time**

**6.01** When, in the opinion of the Master, operational circumstances permit, the sailing time of the vessel shall be posted on the notice board as soon as possible.

**6.02** Sailing times will not be posted for vessels engaged in any enforcement, policing or regulative operation.

**6.03** Subject to clause 6.01 above where an employee has notified the employee's supervisor as to where and how the employee may be contacted during the employee's authorised absence from the vessel, the Employer shall inform the employee of the sailing time if such sailing time is not posted on the notice board at the time that the employee commenced the employee's absence from the vessel. The Employer will not be responsible for employees who fail to receive notice of sailing time by reason of absence from the place of notification.

**6.04** All employees shall report on board at least one (1) hour before time of sailing as posted on the notice board or as otherwise informed by their supervisor or by the officer in charge.

**6.05** Where an employee is required to report in accordance with clause 6.04 and the vessel is in home port, the employee is entitled to the greater of:

- (a) compensation at the applicable rate for any work performed on that day,  
or
- (b) one (1) hour's pay at the straight-time rate.

**6.06** If a crew member is unable to join his or her vessel because it either sails earlier than the posted sailing time or earlier than the time the employee was given under clause 6.03, if the Employer considers it feasible to do so:

- (a) the employee shall be transported to the vessel's first (1<sup>st</sup>) port of call or other point of contact with the vessel at the Employer's expense,  
or
- (b) when work is available, the employee shall be employed in the employee's classification until the employee is able to return to his or her vessel,  
or
- (c) the employee may take any compensatory leave credits and/or vacation leave credits the employee has accumulated up to the time the vessel sailed, and where such credits do not equal the period of unemployment, the Employer may, at its discretion, advance vacation leave credits up to

the amount the employee would be eligible to receive in that vacation year.

## **7. Meals and Quarters**

**7.01** When an employee is working on a vessel which is equipped with a galley and quarters, the employee shall be entitled to receive meals and quarters, except as otherwise provided in clause 7.02.

**7.02** When an employee is working on a vessel on which meals and/or quarters normally provided as per clause 7.01 are not available, and the Employer does not provide alternative meals and/or quarters, an employee shall be entitled to:

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

\*\*

(b) when the vessel is in home port, ten dollars and fifty cents (\$10.50) per day in lieu of meals and quarters for a regular working day of less than twelve (12) hours and eleven dollars and fifty cents (\$11.50) per day in lieu of meals and quarters for a regular working day of twelve (12) hours or more.

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

(a) when the vessel is berthing for one (1) or more nights away from home port, reimbursement for actual and reasonable costs incurred for meals and/or lodging;

\*\*

(b) ten dollars and fifty cents (\$10.50) per day in lieu of meals and quarters for a regular working day of less than twelve (12) hours and eleven dollars and fifty cents (\$11.50) per day in lieu of meals and quarters for a regular working day of twelve (12) hours or more.

**7.04** When an employee is working on a DND vessel which is equipped with a galley and quarters, the employee shall be subject to clause 7.01 and clause 7.02 preamble and part (a) except, when the vessel is on "day operations", only clause 7.03 shall apply.

**7.05** When an employee is on authorised leave from a vessel, is absent without permission or is under suspension paragraphs 7.01, 7.02, 7.03 and 7.04 shall not apply.

**7.06** The Employer reserves the right to reject or reduce any claim for reimbursement made under paragraphs 7.02(a) and 7.03(a) which it considers excessive, and all claims for lodging expenses shall be accompanied by a receipt.

**7.07** As soon as possible after the end of each calendar year, the Employer shall provide each employee who has received meals and quarters with a statement indicating the value of the meals and quarters the employee received during the year.

**7.08** Notwithstanding clauses 7.01, 7.02 and 7.03 but subject to clause 7.06, when an employee is required by the Employer to attend legal proceedings, training, or other such work related activities, the Employer reserves the right, where in its opinion circumstances warrant, to reimburse actual and reasonable costs incurred for meals and/or lodging, where such costs exceed the amounts in clauses 7.01, 7.02 or 7.03.

## **8. Safety and Health**

- (a) The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. Hazardous procedures shall be carried out in accordance with good seafaring practices. The parties undertake to consult at the local level 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 or unreasonable discomfort occasioned by the vessel being in the process of refit away from home port.
- (b) All vessels with living accommodations shall be inspected for health and sanitary conditions by a qualified medical officer and/or sanitary inspector not less frequently than once every twelve (12) months or, in the case of vessels on northern operations before departure and before the next subsequent voyage.
- (c) The Employer shall continue to make every effort to insure that the necessary medical care is provided to an employee who takes ill while on board a vessel.

- (d) Vessels which are scheduled to be at sea and beyond the normal range of medical evacuation by air to emergency medical services (EMS) or offshore medical capabilities shall have a registered nurse, or first aid attendant, authorised by a competent authority to dispense medicine, readily available.

## **9. Travelling**

- (a) When an employee is serving on a vessel that is in refit or repair in a port other than the employee's home port for two (2) or more days preceding the employee's days of rest and is required to remain absent from the employee's home over the days of rest, the employee shall be reimbursed the cost of a ten (10) minute station-to-station long distance call at daily discount rates. The amount reimbursed shall not exceed the cost of a ten (10) minute station-to-station weekend call between the location of the employee's vessel in refit or repair and the home port of the vessel.
- (b) After seven (7) days at sea, away from the employee's homeport, and each subsequent seven (7) days away from home port, the employee shall be provided access, off watch and subject to operational availability, to the vessel's telephone equipment to place a call to his/her home. The employee will reimburse the department for the costs of the telephone call.

## **10. Travelling Time**

**10.01** Travelling Time that accumulates as compensatory leave is subject to the provisions of 2.03(f)(ii) of this Appendix.

## **11. Travelling Expenses on Leave or Termination**

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

- (a)
  - (i) is authorised to take leave under the provisions of Vacation Leave with Pay and/or a combination of Vacation Leave and Compensatory Leave and under the provision of Bereavement Leave with Pay or is proceeding on lay-days, the Employer shall pay the cost of the return travelling expenses, as normally defined by the Employer, from the point of disembarkation, to the vessel's home port or to the employee's normal place of residence whichever is the lesser amount;



- (ii) terminates his or her employment by reason of retirement, release or lay-off, the Employer shall pay the cost of the travelling expenses, as normally defined by the Employer, from the point of disembarkation to the employee's port of hiring or to the employee's normal place of residence, whichever is the lesser amount.
- (b) The payment of travelling expenses under the provisions of this article shall, in respect of Vacation Leave and/or a combination of Vacation Leave and Compensatory Leave be limited in any fiscal year to the expenses of one return trip.
- (c) The Employer may at its discretion, provide chartered transportation between the vessel and home port, In such circumstances, an employee will not be entitled to any other reimbursement under this clause.

#### **12. Transportation to Shore**

At the discretion of the Master, crew members not on duty may be provided with transportation to shore and return when the vessel is anchored.

#### **13. Transfers**

The Employer, will, where it is practical and possible to do so, consider employee requests to transfer to another vessel or to a shore operation.

#### **14. Standby**

- (a) Employees whose hours of work are determined in accordance with Annex C may leave the vessel after receiving permission from the Master.
- (b) In the case of vessels engaged primarily in Search and Rescue operations, employees shall be available to return to the vessel within thirty (30) minutes. In the case of vessels whose primary function is not Search and Rescue, employees shall be available to return to the vessel within one (1) hour.
- (c) Where the Employer requires a vessel operating under Annex B to be on standby, an employee who is assigned to that vessel and is required to be available for duty during off-duty hours shall be paid at the rate of one (1) hour for each eight (8) hour period or portion thereof for which he has been assigned to the vessel while it is on standby.

- (d) No standby payment shall be granted if an employee is unable to report for duty when required.
- (e) An employee on standby who is required to report for work shall be paid, in addition to the standby pay, the greater of:
  - (i) the applicable overtime rate for the time worked,
  - or
  - (ii) the minimum of three (3) hours' pay at the applicable overtime rate of pay, except that this minimum shall apply only the first (1<sup>st</sup>) time that an employee is required to report for work during a period of standby of eight (8) hours.
- (f) An employee on standby under the provisions of this article is eligible for reimbursement of transportation expenses in accordance with Article 67 of the Agreement.
- (g) Compensation earned pursuant to this article shall be compensated in cash, except where, at the request of the employee and with the approval of the Employer, it will accumulate as compensatory leave.
- (h) Compensation earned pursuant to this article that accumulates as compensatory leave is subject to the provisions of 2.03(f)(ii) of this Appendix.

## **15. Reporting Pay**

- (a) If an employee is not notified prior to the commencement of the employee's designated hours of work that the employee is not required to report for duty and the employee reports for duty at the employee's designated starting time, he/she is entitled to the greater of:
  - (i) compensation at the applicable rate for any work performed,
  - or
  - (ii) compensation equivalent to three (3) hours' pay at the applicable overtime rate.
- (b) This article does not apply where an employee reports on board for sailing in accordance with sailing time provisions.

**16. Security Duty**

- (a) Where an employee is required to perform security duty the employee shall be paid three-tenths (3/10) of the employee's straight-time hourly rate for each completed half (1/2) hour of security duty.
- (b) Subject to meals and quarters provisions, where an employee is required to perform security duty on a non-equipped vessel the employee shall receive a meal allowance in the amount of six dollars (\$6) for each eight (8) hour period, or portion thereof, of continuous security duty.
- (c) Compensation earned under this article will be paid off in accordance with Overtime Compensation paragraphs 2.03(f), (g) of this Appendix.
- (d) Compensation earned pursuant to this article shall be paid in cash, except where the employee requests that it accumulate as compensatory leave. Compensation earned pursuant to this article that accumulates as compensatory leave is subject to the provisions of 2.03(f)(ii) of this Appendix.

**17. Information**

- (a) The Employer agrees to supply the Alliance semi-annually (April 1<sup>st</sup> and October 1<sup>st</sup>) with the name, classification of each employee and home port or the geographic location to which an employee is normally assigned.
- (b) Prior consultation shall occur between the Alliance and the Employer, when the Employer considers it necessary to change the designated home port of a vessel.

**18. Nuclear Emergency Response Team**

Ships Crews working at CFB Esquimalt and CFB Halifax, who are designated as members of a Nuclear Emergency Response Team, are trained, maintain their qualifications and are assigned duties, shall receive a monthly allowance of one hundred and fifty dollars (\$150).

**\*\*ANNEX "A"****SC - SHIPS' CREWS GROUP****RATES OF PAY**

(in dollars)

- A) Effective August 5, 2011  
 B) Effective August 5, 2012  
 X) Effective April 1, 2013 - Wage Harmonization  
 C) Effective August 5, 2013

		Monthly	Annual	Weekly	Daily	Hourly	Lay-Day
<b>SUB-GROUPS - DECK AND ENGINE ROOM</b>							
<b>1</b>							
From:	\$	3668	44016	843.61	168.72	21.09	120.59
To:	A	3732	44784	858.33	171.67	21.46	122.70
	B	3788	45456	871.21	174.24	21.78	124.54
	X	3916	46991	900.62	180.12	22.52	128.74
	C	3994	47928	918.58	183.72	22.96	131.31
<b>2</b>							
From:	\$	3805	45660	875.11	175.02	21.88	125.10
To:	A	3872	46464	890.52	178.10	22.26	127.30
	B	3930	47160	903.86	180.77	22.60	129.21
	X	4003	48036	920.65	184.13	23.02	131.61
	C	4083	48996	939.05	187.81	23.48	134.24
<b>3</b>							
From:	\$	3942	47304	906.62	181.32	22.67	129.60
To:	A	4011	48132	922.49	184.50	23.06	131.87
	B	4071	48852	936.29	187.26	23.41	133.84
	X	4133	49597	950.57	190.11	23.76	135.88
	C	4216	50592	969.64	193.93	24.24	138.61

		<b>Monthly</b>	<b>Annual</b>	<b>Weekly</b>	<b>Daily</b>	<b>Hourly</b>	<b>Lay-Day</b>
<b>4</b>							
From:	\$	4084	49008	939.28	187.86	23.48	134.27
To:	A	4155	49860	955.61	191.12	23.89	136.60
	B	4217	50604	969.87	193.97	24.25	138.64
	X	4267	51209	981.47	196.29	24.54	140.30
	C	4352	52224	1000.92	200.18	25.02	143.08
<b>5</b>							
From:	\$	4180	50160	961.36	192.27	24.03	137.42
To:	A	4253	51036	978.15	195.63	24.45	139.82
	B	4317	51804	992.87	198.57	24.82	141.93
	X	4406	52873	1013.36	202.67	25.33	144.86
	C	4494	53928	1033.58	206.72	25.84	147.75
<b>6</b>							
From:	\$	4330	51960	995.86	199.17	24.90	142.36
To:	A	4406	52872	1013.34	202.67	25.33	144.85
	B	4472	53664	1028.52	205.70	25.71	147.02
	X	4549	54592	1046.30	209.26	26.16	149.57
	C	4640	55680	1067.16	213.43	26.68	152.55
<b>7</b>							
From:	\$	4469	53628	1027.83	205.57	25.70	146.93
To:	A	4547	54564	1045.77	209.15	26.14	149.49
	B	4615	55380	1061.41	212.28	26.54	151.73
	X	4697	56366	1080.31	216.06	27.01	154.43
	C	4791	57492	1101.89	220.38	27.55	157.51
<b>SUB-GROUP - STEWARD</b>							
<b>STD-1</b>							
From:	\$	3754	45048	863.39	172.68	21.58	123.42
To:	A	3820	45840	878.56	175.71	21.96	125.59
	B	3877	46524	891.67	178.33	22.29	127.46
	X	3916	46991	900.62	180.12	22.52	128.74
	C	3994	47928	918.58	183.72	22.96	131.31

		<b>Monthly</b>	<b>Annual</b>	<b>Weekly</b>	<b>Daily</b>	<b>Hourly</b>	<b>Lay-Day</b>
<b>STD-2</b>							
From:	\$	3829	45948	880.63	176.13	22.02	125.88
To:	A	3896	46752	896.04	179.21	22.40	128.09
	B	3954	47448	909.38	181.88	22.73	129.99
	X	4003	48036	920.65	184.13	23.02	131.61
	C	4083	48996	939.05	187.81	23.48	134.24
<b>STD-3</b>							
From:	\$	3952	47424	908.92	181.78	22.72	129.93
To:	A	4021	48252	924.79	184.96	23.12	132.20
	B	4081	48972	938.59	187.72	23.46	134.17
	X	4133	49597	950.57	190.11	23.76	135.88
	C	4216	50592	969.64	193.93	24.24	138.61
<b>STD-4</b>							
From:	\$	4062	48744	934.22	186.84	23.36	133.55
To:	A	4133	49596	950.55	190.11	23.76	135.88
	B	4195	50340	964.81	192.96	24.12	137.92
	X	4267	51209	941.47	196.29	24.54	140.30
	C	4352	52224	1000.92	200.18	25.02	143.08
<b>STD-5</b>							
From:	\$	4180	50160	961.36	192.27	24.03	137.42
To:	A	4253	51036	978.15	195.63	24.45	139.82
	B	4317	51804	992.87	198.57	24.82	141.93
	X	4406	52873	1013.36	202.67	25.33	144.86
	C	4494	53928	1033.58	206.72	25.84	147.75
<b>STD-6</b>							
From:	\$	4304	51648	989.88	197.98	24.75	141.50
To:	A	4379	52548	1007.13	201.43	25.18	143.97
	B	4445	53340	1022.31	204.46	25.56	146.14
	X	4549	54592	1046.30	209.26	26.16	149.57
	C	4640	55680	1067.16	213.43	26.68	152.55

		<b>Monthly</b>	<b>Annual</b>	<b>Weekly</b>	<b>Daily</b>	<b>Hourly</b>	<b>Lay-Day</b>
<b>STD-7</b>							
From:	\$	4425	53100	1017.71	203.54	25.44	145.48
To:	A	4502	54024	1035.42	207.08	25.89	148.01
	B	4570	54840	1051.06	210.21	26.28	150.25
	X	4697	56366	1080.31	216.06	27.01	154.43
	C	4791	57492	1101.89	220.38	27.55	157.51

**SUB-GROUPS - EQUIPMENT OPERATION AND SPECIALIST TRADES**

**1**

From:	\$	3715	44580	854.42	170.88	21.36	122.14
To:	A	3780	45360	869.37	173.87	21.73	124.27
	B	3837	46044	882.47	176.49	22.06	126.15
	X	3837	46044	882.47	176.49	22.06	126.15
	C	3914	46968	900.18	180.04	22.50	128.68

**2**

From:	\$	3865	46380	888.91	177.78	22.22	127.07
To:	A	3933	47196	904.55	180.91	22.61	129.30
	B	3992	47904	918.12	183.62	22.95	131.24
	X	3992	47904	918.12	183.62	22.95	131.24
	C	4072	48864	936.52	187.30	23.41	133.87

**3**

From:	\$	4013	48156	922.95	184.59	23.07	131.93
To:	A	4083	48996	939.05	187.81	23.48	134.24
	B	4144	49728	953.08	190.62	23.83	136.24
	X	4144	49728	953.08	190.62	23.83	136.24
	C	4227	50724	972.17	194.43	24.30	138.97

**4**

From:	\$	4352	52224	1000.92	200.18	25.02	143.08
To:	A	4428	53136	1018.40	203.68	25.46	145.58
	B	4494	53928	1033.58	206.72	25.84	147.75
	X	4494	53928	1033.58	206.72	25.84	147.75
	C	4584	55008	1054.28	210.86	26.36	150.71

		<b>Monthly</b>	<b>Annual</b>	<b>Weekly</b>	<b>Daily</b>	<b>Hourly</b>	<b>Lay-Day</b>
<b>5</b>							
From:	\$	4746	56952	1091.54	218.31	27.29	156.03
To:	A	4829	57948	1110.63	222.13	27.77	158.76
	B	4901	58812	1127.18	225.44	28.18	161.13
	X	4901	58812	1127.18	225.44	28.18	161.13
	C	4999	59988	1149.72	229.94	28.74	164.35
<b>6</b>							
From:	\$	4932	59184	1134.31	226.86	28.36	162.15
To:	A	5018	60216	1154.09	230.82	28.85	164.98
	B	5093	61116	1171.34	234.27	29.28	167.44
	X	5093	61116	1171.34	234.27	29.28	167.44
	C	5195	62340	1194.80	238.96	29.87	170.79
<b>7</b>							
From:	\$	5190	62280	1193.65	238.73	29.84	170.63
To:	A	5281	63372	1214.58	242.92	30.36	173.62
	B	5360	64320	1232.75	246.55	30.82	176.22
	X	5360	64320	1232.75	246.55	30.82	176.22
	C	5467	65604	1257.36	251.47	31.43	179.74



**ANNEX B**  
**CONVENTIONAL WORK SYSTEM**

**1. Hours of Work**

Except as otherwise provided in Annex C, D, and E, the hours of work shall be:

- (a)
  - (i) eight (8) hours per day,
  - (ii) an average of forty (40) hours and five (5) days per week,  
and
  - (iii) the two (2) days of rest shall be consecutive.
- (b) Employees working sea watches shall normally work on the basis of either:
  - (i) four (4) hours on and eight (8) hours off;  
or
  - (ii) six (6) hours on six (6) hours off.
- (c) Employees whose hours of work are designated in accordance with paragraph (a) and who are not assigned to watches shall perform their daily hours of work within a twelve (12) hour period as determined from time to time by the Master/Commanding Officer. For employees other than those assigned to the Stewards Department these hours shall be consecutive except for meal periods.
- (d) For employees who regularly work five (5) consecutive days per week on “non-watchkeeping” vessels the hours of work shall be consecutive, except for meal periods,  
  
and  
  
the normal daily hours of work shall be between 06:00 hours and 18:00 hours,

and

employees shall be given forty-eight (48) hours notice of any change in scheduled starting time.

- (e) **“day of rest”** in relation to an employee means the twenty-four (24) hour period during which that employee is not ordinarily required to perform the duties of his/her position other than by reason of the employee being on leave, absent from duty without permission or by reason of that day being a holiday, and commences at 00:00.
- (f) A specified meal period shall be scheduled as close to the mid-point of the workday as possible. It is also recognized that the meal period may be staggered, however, the Employer will make every effort to arrange meal periods at times convenient to the employees.

## **2. Reporting for Sailing**

- (a) Where an employee is authorized to be absent from the vessel during his off-duty hours, the Master/Commanding Officer shall inform the employee of the time at which shore leave will expire. If the shore leave expiry time cannot be determined and the vessel is placed in standby status, the employee shall notify his/her supervisor where and how he/she may be contacted; the Employer will not be responsible for employees who fail to receive notice of sailing by reason of absence from the place of notification.
- (b) If an employee is unable to join his vessel because it either sails earlier than the posted sailing time or earlier than the time he/she was given under sub-paragraph (1), if the Employer considers it feasible to do so:
  - (i) the employee shall be transported to the vessel’s first (1<sup>st</sup>) port of call or other point of contact with the vessel at the Employer’s expense,
  - or
  - (ii) when work is available, the employee shall be employed in his classification until he/she is able to return to his vessel,

or

(iii) the employee may take any compensatory leave credits and/or vacation leave credits he/she has accumulated up to the time the vessel sailed.

(c) Where an employee reports on board for sailing in accordance with the sailing time posted on the vessel's notice board or as otherwise required by the Master/Commanding Officer, the employee is entitled to the greater of:

(i) compensation at the applicable rate for any work performed on that day,

or

(ii) one (1) hour's pay at the straight-time rate, provided that the vessel is in home port.

### **3. Reporting for SAR Mission**

(a) When an employee, after having completed his designated hours of work, has left the Employer's premises, is subsequently required to return to the Employer's premises to take part in a Search and Rescue mission (SAR) and does so aboard a vessel whose primary function is not search and rescue operations, the employee shall be paid the greater of:

(i) compensation at the applicable overtime rates for any work performed in excess of his designated hours of work,

or

(ii) compensation equivalent to three (3) hours' pay at the applicable overtime rate.

(b) Where the Employer requires a vessel operating under this Annex to be on standby, an employee who is assigned to that vessel and is required to be available for duty during off-duty hours, shall be compensated at the rate of one (1) hour for each eight (8) hour period thereof for which he/she has been assigned to the vessel while it is on standby.

(i) No payment shall be granted if an employee is unable to return to the vessel and/or report for work when required,

- (ii) An employee on standby who is required to return to the vessel and report for work immediately shall be paid, in addition to the standby pay, the greater of:
  - (A) the applicable overtime rate for the time actually worked,
  - (B) compensation equivalent to three (3) hours' pay at the applicable overtime rate.
- (iii) Employees on standby who are required to return to the vessel only to be available for their next scheduled work period, shall be compensated in accordance with paragraph 2(c) Reporting for Sailing.
- (iv) Standby shall not apply to employees on vessels while at sea.

#### **4. Reporting Pay**

- (a) Where an employee, who regularly work five (5) consecutive days per week on a non-watchkeeping vessels, is required to report for work as directed on a day of rest he/she shall be paid for the time actually worked, or minimum of three (3) hours' pay at the applicable overtime rate, whichever is the greater.
- (b) Time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

#### **5. Vacation Leave With Pay**

Vacation leave with pay shall be granted on an hourly basis, with the hours debited for each day of vacation leave being equal to eight (8) hours per day.

#### **6. Sick Leave With Pay**

Sick Leave With Pay shall be granted on an hourly basis, with the hours debited for each day of sick leave being equal to eight (8) hours per day.

## **7. Compensation for Work on a Holiday**

Where an employee works on a holiday, the employee shall be entitled, in addition to the eight (8) hours pay the employee would have been granted had the employee not worked on the holiday, to compensation at the rate of:

- (a) time and one-half (1 1/2) for all hours worked up to eight (8) hours;  
and
- (b) double (2) time for hours worked in excess of the eight (8) hours of work;  
or
- (c) where an employee works on a holiday contiguous to a day of rest on which the employee has also worked and received overtime in accordance with the Appendix G Specific Provisions (Ships' Crew) Overtime Compensation clause, the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on the holiday, double (2) time for hours worked.
- (d) Compensation earned pursuant to this article shall be paid in cash, except where the employee requests it to accumulate as compensatory leave. Compensation earned pursuant to this article that accumulates as compensatory leave is subject to the provisions of subclause 2.03(f)(ii) of this Appendix.

**ANNEX C**  
**42 HOUR AVERAGING WORK SYSTEM**

**1. Interpretation and Definitions**

For Ships' Crews described in Annex C:

- (a) **“Day”** in relation to employee means the twenty-four (24) hour period during which that employee is normally required to perform the duties of his/her position and commences at the designated crew change time.
- (b) **“Day of rest”** in relation to an employee means the twenty-four (24) hour period during which that employee is not ordinarily required to perform the duties of his/her position other than by reason of the employee being on leave, absent from duty without permission or by reason of that day being a holiday, and commences at designated crew change time or immediately following a preceding day of rest in any unbroken period of consecutive and contiguous days of rest.

For employees described in Hours of Work and Overtime paragraph (c) of this Annex:

- (c) **“Day”** in relation to an employee means the twenty-four (24) hour period during which that employee is normally required to perform the duties of his/her position and commences at 00:00.
- (d) **“Day of rest”** in relation to an employee means the twenty-four (24) hour period during which that employee is not ordinarily required to perform the duties of his/her position other than by reason of the employee being on leave, absent from duty without permission or by reason of that being a holiday, and commences at 00:00.

**2.01 Vacation Leave**

- (a) An employee shall earn vacation leave credits at the rate prescribed for his or her years of continuous employment, as set forth in Vacation Leave with Pay, for each calendar month for which he receives at least eighty (80) hours' pay.

- (b) An employee shall have his or her accrued hours of vacation leave with pay adjusted to an hourly credit by multiplying the number of hours under Vacation Leave With Pay by a factor of one decimal four-seven (1.47).
- (c) Should an employee leave the Ships' Crews Group or the Annex C operating system, the credits will be converted to hours by applying the above formula in reverse.

## **2.02 Vacation Leave With Pay**

Vacation leave with pay shall be granted on an hourly basis in accordance with Article 34.01(c).

## **3. Sick Leave With Pay**

- (a) An employee shall earn sick leave credits at the rate prescribed in General - Sick Leave With Pay, for each calendar month for which the employee receives at least eighty (80) hours pay.
- (b) An employee shall have his/her accrued sick leave with pay converted by multiplying the number of sick leave credits earned by a factor of one decimal zero five (1.05).
- (c) Should an employee leave the Ships' Crews Group or the Annex C operating system, the credits will be converted to hours by applying the above formula in reverse.
- (d) Sick Leave With Pay shall be granted on an hourly basis. in accordance with Article 34.01(c).
- (e) Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of Sick Leave With Pay may, at the discretion of the Employer, be granted for a period of up to two hundred and ten (210) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for reasons other than death or lay-off, the recovery of the advance from any monies owed the employee.

## **4. Meals and Quarters**

Notwithstanding clauses 7.01, 7.02 and 7.03 but subject to clause 7.06 of General - Meals and Quarters, when an employee is required by the Employer to attend legal proceedings, training or other such work related activities, the

Employer reserves the right, where in its opinion circumstances warrant, to reimburse actual and reasonable costs incurred for meals and/or lodging, where such costs exceed the amounts in clauses 7.01, 7.02 or 7.03.

## **5. Severance Pay**

For the purpose of this article, 'weekly rate of pay' means the employee's hourly rate of pay set out in Annex A multiplied by forty-three (43), applying to the employee's classification, as shown in the instrument of appointment.

## **6. Hours of Work and Overtime**

### **6.01 Hours of Work**

- (a) To meet operational requirements, hours of work may be designated so that employees work an average of forty-two (42) hours per week.
- (b) Except as provided in paragraph (c) below employees shall be entitled to compensation at time and one-half (1 1/2) for hours worked in excess of forty (40) hours per week but not exceeding the average of forty-two (42) hours per week.
- (c) The following conditions apply to employees employed on fire tugs or assigned to DND security watch patrols or assigned as Coast Guard Rescue Centre Watchkeepers:
  - (i) subject to General, Overtime compensation, but notwithstanding any other provisions of this Agreement employees shall be entitled to compensation at time and one half (1 1/2) for hours worked in excess of an average of forty (40) hours per week.
- (d) Employees subject to paragraphs (a) and (b) above may leave the vessel after receiving permission from the Master.

**6.02** In the case of vessels engaged primarily in Search and Rescue operations, employees shall be available to return to the vessel within thirty (30) minutes. In the case of vessels whose primary function is not Search and Rescue, employees shall be available to return to vessel within one (1) hour.

**6.03** Other than for Search and Rescue and Fire Tug response operations, the Employer shall endeavour to provide twenty-four (24) hours notice of any change in scheduled workday starting time.



#### **6.04 Overtime Compensation**

- (a) When an employee is required to work continuously without a break of at least six (6) hours, he/she shall continue to be compensated at double (2) time for hours worked provided:
  - (i) the employee has worked more than twenty (20) hours in any period of twenty-four (24) consecutive hours for employees who normally work a twelve (12) hour day.
- (b) An employee subject to Hours of Work paragraphs 6.01(a) and (b) above is entitled to compensation at double (2) time on alternate days on which he/she works, beginning with the first (1<sup>st</sup>) day on which he/she works, in any unbroken period of consecutive days of rest.
- (c) All overtime earned, all compensation earned for performing security duty, and all compensation earned for work on a designated paid holiday shall accumulate as compensatory leave.

Compensation earned pursuant to this article that accumulates as compensatory leave is subject to the provisions of 2.03(f)(ii) of this Appendix.

Such accumulated compensatory leave shall be held in reserve to be liquidated in leave or cash at the request of the employee and the discretion of the Employer.

#### **7. Compensation for Work on a Holiday**

Where an employee works on a holiday, the employee shall be entitled, in addition to the eight (8) hours pay the employee would have been granted had the employee not worked on the holiday, to compensation at the rate of:

- (a) time and one-half (1 1/2) for all hours worked up to eight (8) hours;  
and
- (b) double (2) time for hours worked in excess of the eight (8) hours of work;  
or
- (c) where an employee works on a holiday contiguous to a day of rest on which the employee has also worked and received overtime in accordance

with the Appendix G Specific provisions (Ships' Crew) Overtime Compensation clause, the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on the holiday, double (2) time for hours worked.

**ANNEX D**  
**46.6 HOUR AVERAGING WORK SYSTEM**

**1. General**

Class 400 vessels will operate under this work system and shall not be placed under another work system except by mutual agreement between the parties.

**2. Interpretations and Definitions**

- (a) **“Day”** in relation to an employee means the twenty four (24) hour period during which that employee is normally required to perform the duties of his/her position and commences at the designated crew change time.
- (b) **“Day of rest”** in relation to an employee means the twenty-four (24) hour period during which that employee is not ordinarily required to perform the duties of his/her position other than by the reason of the employee being on leave, absent from duty without permission or by reason of that day being a holiday, and commences at designated crew change time or immediately following a proceeding day of rest in any unbroken period of consecutive and contiguous days of rest.

**3. Vacation Leave with Pay**

**3.01** An employee shall earn vacation leave credits at the rate prescribed for his/her years of continuous employment, as set forth in Article 35 of the Collective Agreement, for each calendar month for which he/she receives at least ninety-three (93) hours pay.

**3.02** An employee shall have his/her accrued hours of vacation pay adjusted to an hourly credit by multiplying the number of hours under Article 20 by a factor of one decimal six thousand two hundred and seventy-five (1.6275).

**3.03** Should an employee leave the Ships' Crew group or the Annex D operating system the employee's credits will be converted to hours by applying the formula in reverse.

**3.04 Vacation Leave**

Vacation leave with pay shall be granted on an hourly basis in accordance with Article 34.01(c).

#### **4. Sick Leave with Pay**

- (a) An employee shall earn sick leave credits at the rate prescribed in General, Sick Leave With Pay, for each calendar month for which the employee receives at least ninety-three (93) hours pay.
- (b) An employee shall have his/her accrued sick leave credits with pay converted by multiplying the number of sick leave credits by a factor of 1.165.
- (c) Should an employee leave the Ships' Crew group or the Annex D operating system the employee's credits will be converted to hours by applying the formula in reverse.
- (d) Sick Leave With Pay shall be granted on an hourly basis, in accordance with Article 34.01(c).
- (e) Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of Sick Leave With Pay may, at the discretion of the Employer, be granted for a period of up to two hundred and thirty-three (233) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for reasons other than death or lay-off, the recovery of the advance from any monies owed the employee.

#### **5. Article 25 - Meals and Quarters**

Notwithstanding clauses 7.01, 7.02 and 7.03, but subject to clause 7.06 of the General – Meals and Quarters clause when an employee is required by the Employer to attend legal proceedings, training or other such work related activities, the Employer reserves the right, where in its opinion circumstances warrant, to reimburse actual and reasonable costs incurred for meals and/or lodging, where such costs exceed the amounts in 7.01, 7.02 or 7.03.

#### **6. Article 29 - Severance Pay**

For the purpose of this article “weekly rate of pay” means the employee’s hourly rate of pay, as set out in Annex A multiplied by forty-six (46), applying to the employee’s classification, as shown in the instrument of appointment.

## **7. Hours of Work and Overtime**

### **7.01** To meet operational requirements:

- (a) An employee's regular hours shall be a combination of hours worked and hours on "on call" duty which shall average twenty-eight (28) hours of work and fifty-six (56) hours of "on call" duty per week and for pay purposes be equivalent to an average of forty-six decimal six (46.6) straight-time hours per week.

An employee on "on call" duty shall be entitled to compensation at one-sixth (1/6) of his straight-time rate for each completed one-half (1/2) hour of "on call" duty.

When an employee is required to perform work, "on call" duty pay shall not apply.

- (b) An employee must be available for work at all times while on "on call" duty.
- (c) During the "on call" duty hours, ships' personnel must be in a position to respond to a Search and Rescue (SAR) call within thirty (30) minutes.

Other than for Search and Rescue response operations, the Employer shall endeavour to provide twenty-four (24) hours notice of any change in scheduled workday starting time.

### **Overtime Compensation**

- (d) 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 eight (8) consecutive hours of overtime worked and double (2) time for all overtime hours worked in excess of eight (8) consecutive hours of overtime in any contiguous period.
- (e) When an employee is required to work continuously without a break of at least six (6) hours, the employee shall continue to be compensated at double (2) time for hours worked provided he/she has worked more than sixteen (16) hours in any one period of twenty-four (24) consecutive hours for employees who normally work an eight (8) hour day.

- (f) All overtime earned, all compensation earned for performing security duty, and all compensation earned for work on a designated paid holiday shall accumulate as compensatory leave.

Compensation earned pursuant to this article that accumulates as compensatory leave is subject to the provisions of 2.03(f)(ii) of this Appendix.

Such accumulated compensatory leave shall be held in reserve to be liquidated in leave or cash at the request of the employee and the discretion of the Employer.

- (g) When an employee commences compensatory leave, such leave shall be granted at the sub-group and level at which it is earned and at the rate of pay for that sub-group and level in effect on the day on which the compensatory leave is granted. Compensatory leave will be liquidated in the order in which it is earned, commencing with the earliest accrued credits.
- (h) An employee is entitled to compensation at double (2) time on alternate days on which the employee works, beginning with the first (1<sup>st</sup>) day on which he/she works, in any unbroken period of consecutive days of rest.

## **8. Compensation for Work on a Holiday**

Where an employee works on a holiday, the employee shall be entitled, in addition to the eight (8) hours pay the employee would have been granted had the employee not worked on the holiday, to compensation at the rate of:

- (a) time and one-half (1 1/2) for all hours worked up to eight (8) hours;  
and
- (b) double (2) time for hours worked in excess of the eight (8) hours of work;  
or
- (c) where an employee works on a holiday contiguous to a day of rest on which the employee has also worked and received overtime in accordance with the Appendix G Specific provisions (Ships' Crew) Overtime Compensation clause, the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on the holiday, double (2) time for hours worked.

## ANNEX E

### LAY-DAY WORK SYSTEM

This is to confirm the understanding reached between the Employer and PSAC with respect to the operation of vessels, or other appropriate situations where the Employer deems that continuous operations are desirable, on the lay-day work system.

The Employer shall make every reasonable effort to allow an employee the option of electing not to serve on a lay-day system, if the employee does so in writing. The Employer will consider the employee's request by reviewing regional vacancies on vessels operating on crewing systems other than those on the lay-day system, and regional shore operations for which the employee may be qualified.

The number of vessels operating on the lay-day work system can be modified from time to time through consultation by the parties. Existing vessels not currently working on the lay-day work system, except for vessels defined in paragraphs (a) and (b) below, shall not be permanently placed on the lay-day system without the mutual consent of the Employer and the Public Service Alliance of Canada.

- (a) any vessels not currently on the lay-day manning system where the crew of the vessel has been dispersed throughout the fleet;
- (b) any vessel not currently on the lay-day manning system where the crew have been offered an alternate position at the same classification and level on another vessel in the same home port unless otherwise agreed between the Employer and the employee.

Notwithstanding the provisions of the Ships Crews General Provisions, the following conditions shall apply:

#### 1. **General**

- (a) Subject to operational requirements, the Employer will operate the selected vessels on a lay-day system. Under this system, all days will be considered as working days and there will be no days of rest.
- (b) **“Day”** in relation to an employee means the twenty-four (24) hour period during which that employee is normally required to perform the duties of his/her position and commences at the designated crew change time.

- (c) **“Lay-Day”** means a day off work with pay to which an employee becomes entitled by working on the Lay-Day Work System for a number of days. A lay-day shall be considered a part of the work cycle and as such is not considered as a day of authorized leave with pay.
- (d) Employees will be informed of the anticipated work schedule for the operational year. Employees will be notified of changes to the anticipated work schedule at the earliest possible time. Normally, employees will receive two (2) months notice of changes to the anticipated work schedule, with a minimum of fourteen (14) days notice.
- (e)
  - (i) The workday will consist of an on-duty-cycle of twelve (12) hours of work per day. For each day worked or for each on-duty-cycle day on which an employee is on authorized leave with pay other than compensatory leave and vacation leave with pay, an employee shall earn one decimal seventeen (1.17) lay-day in addition to the employee’s lay-day pay.
  - (ii) The lay day to which subparagraph (e)(i) refers shall be one decimal thirty-six (1.36) for an employee working on vessels operating in accordance with the scheduling arrangement otherwise known as 10-2-1.
- (f) In order to maintain the employee’s weekly rate of pay, the employee must either:
  - (i) work,
  - (ii) be on lay-days,or
  - (iii) be on authorised leave with pay.
- (g) In the event that an employee does not work and is neither on lay-days nor on authorised leave with pay, his regular pay shall be deducted by an amount equal to his lay-day rate of pay for each day’s absence, unless the employee has received an advance of lay-day credits.
- (h)
  - (i) It is recognised that lay-days are intended to be taken as time off work with pay. However, in cases of termination of employment



or permanent appointment to a position that is not on a vessel operating on the lay-day system, or is not within the same department or region, lay-days shall be paid in cash.

- (ii) Notwithstanding (h)(i), at the request of the employee and with the concurrence of the Employer, lay-days may be converted into compensatory leave at the cash value equivalent to the lay-day rate of pay.
- (iii) Lay-days that accumulate as compensatory leave are subject to the provisions of 2.03(f)(ii) of this Appendix.
- (iv) Earned lay-days paid in cash pursuant to (h)(i) will be equal the lay-day rate of pay multiplied by one decimal five (1.5).

## **2. Advancement of Lay-Day Credits**

At the Employer's discretion, lay-day credits may be advanced to an employee, subject to the deduction of such advanced credits from any lay-day credits subsequently earned.

In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover the advance from any monies owed the employee.

## **3. Leave - Interpretation**

Sick Leave With Pay and Injury on Duty Leave can only be granted during the on-duty cycle.

## **4. Administration**

- (a) Lay-day credits shall be accumulated at the rate of pay for the sub-group and level at which they are earned.
- (b) Lay-day credits may be prorated on the basis of the hours in the normal work day.
- (c) Lay-days which have been displaced by vacation leave may be paid out at the direction of the Employer. The employee will have the option of converting these days to either cash or compensatory leave. When cash is chosen by the employee, lay-days so displaced will be paid in cash at the lay-day rate of pay multiplied by one decimal five (1.5) lay-days

displaced by vacation leave will be paid in cash at the lay-day rate of pay multiplied by two decimal zero (2.0).

- (d) An employee who has reported for work without being notified not to report, and remains ashore waiting to board his or her vessel for crew change, shall be considered to be at work and is entitled to meals and quarters under General, Meals and Quarters.
- (e) Where the Employer alters the scheduled “off-cycle” the Employer shall reimburse the employee’s non-refundable portion of travel contracts or reservations made by the employee with respect to that period, subject to the presentation of such documentation as the Employer may require. The employee will make every reasonable attempt to mitigate any loss incurred and will provide proof of such action to the Employer.
- (f) At the request of the employee and with the concurrence of the Employer, compensation earned in accordance with Designated Holidays, may be converted into compensatory leave.

#### **5. Vacation Leave With Pay**

- (a) For the purpose of granting vacation leave for employees subject to the lay-day system, in accordance with this Annex, all vacation leave credits for employees entering or in the lay-day system will be multiplied by a factor of two decimal one (2.1)\*. For employees leaving the system, vacation leave credits will be adjusted by reversing the factor.

#### **(b) Vacation Leave**

Vacation leave with pay shall be granted on an hourly basis, with the hours debited for each day of vacation leave being equal to twelve (12) hours per day.

#### **6. Designated Holidays**

- (a) For each designated holiday for which an employee does not work, the employee shall receive his regular pay for that day plus eight (8) hours

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\* The factor is determined by dividing the number of hours worked in the Lay-Day Work System ( $7 \times 12 = 84$ ) by the hours worked in the conventional work system ( $5 \times 8 = 40$ ) equals two decimal one (2.1).

pay at the straight-time rate, and a lay-day will be deducted from the employee's lay-day bank.

- (b) For each designed holiday for which an employee is required to, and does work:
  - (i) an employee shall receive, in addition to his regular pay and lay-day factor, the cash equivalent to two decimal fifty (2.50) lay-days;
  - (ii) an employee shall be entitled to be compensated in accordance with the overtime compensation clause below, for work performed on a designated holiday in excess of twelve (12) hours.
- (c) For each designated holiday for which an employee is scheduled to work, but is granted the designated paid holiday off, the employee will receive his/her regular lay-day pay and his/her lay-day credit for that day. A lay-day credit will not be deducted from the employee lay-day bank and the employee will not be entitled to any additional pay.
- (d) At the request of the employee and with the concurrence of the Employer, compensation earned in accordance with paragraphs (a) and (b) above, may be converted into compensatory leave.

Compensation earned pursuant to this Annex that accumulates as compensatory leave is subject to the provisions of 2.03(f)(ii) of this Appendix.

Such accumulated compensatory leave shall be held in reserve to be liquidated in leave or cash at the request of the employee and the discretion of the Employer.

## **7. Sick Leave with Pay**

- (a) An employee shall earn sick leave credits at the rate prescribed in clause 5.01 of the General Provisions - Sick Leave With Pay for each calendar month for which the employee receives at least two (2) weeks pay.
- (b) An employee shall have his/her accrued sick leave with pay converted to by multiplying the number of sick leave credits earned by 2.1.

- (c) For employees leaving the system, sick leave credits will be adjusted by reversing the factor.
- (d) Sick Leave With Pay shall be granted on an hourly basis, with the hours debited for each day of sick leave being equal to twelve (12) hours per day.
- (e) Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of Sick Leave With Pay may, at the discretion of the Employer, be granted for a period of up to three hundred (300) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for reasons other than death or lay-off, the recovery of the advance from any monies owed the employee.

## **8. Severance**

For the purpose of the article, Weekly rate of pay means the employee's lay-day rate of pay as set out in the Ships' Crew rates of pay Annex, multiplied by seven (7), applying to the employee's classification, as shown in the instrument of appointment.

## **9. Travelling**

An employee subject to this Annex who travels on a lay-day in accordance with the provisions of the Collective Agreement is entitled to Travelling Time in accordance with the provisions of Article 33 and clause 11 of this Appendix.

## **10. Hours of Work and Overtime**

**10.01** Overtime compensation will be subject to:

- (a) Appendix G - General - except that subparagraphs (d)(ii) and (d)(iii) shall not apply;
- and
- (b) an employee shall be entitled to compensation at time and one-half (1 1/2) for overtime worked in excess of his/her regularly scheduled hours of work, except when an employee works more than eighteen (18) consecutive hours without six (6) consecutive hours of rest, he shall be paid at the double (2) time rate for all hours in excess of eighteen (18) hours;

- (c) an employee shall be entitled to compensation at time and one-half (1 1/2) for overtime worked in excess of his/her regularly scheduled hours of work. An employee shall be entitled to compensation at double (2) time for overtime work of more than six (6) hours in excess of his/her regularly scheduled hours of work.

**10.02** An employee may leave the vessel after receiving permission from the Master/Commanding Officer.

**10.03** In the case of vessels assigned primarily to Search and Rescue operations, employees shall be available to return to the vessel within thirty (30) minutes. In the case of vessels whose primary function is not Search and Rescue employees shall be available to return to the vessel within one (1) hour.

**10.04** All overtime earned and all compensation earned for performing security duty, shall accumulate as compensatory leave.

Compensation earned pursuant to this Annex that accumulates as compensatory leave is subject to the provisions of 2.03(f)(ii) of this Appendix.

Such accumulated compensatory leave shall be held in reserve to be liquidated in leave or cash at the request of the employee and the discretion of the Employer.

**10.05** When an employee commences compensatory leave, such leave shall be granted at the sub-group and level at which it is earned and at the rate of pay for that sub-group in effect on the day on which the compensatory leave is granted.

## **11. Non-Watchkeeping Vessels**

### **(a) Standby**

Where the Employer requires an employee working on “Non-watchkeeping” vessels to be available on standby during off duty hours, an employee shall be entitled to standby payment of one (1) hours of pay, at the straight time rate, for each eight (8) hours, or part thereof, that he/she is on standby.

### **(b) Hours of Work**

Hours of work for non-watchkeeping vessels shall be consecutive.

**LETTER OF UNDERSTANDING  
BETWEEN THE  
TREASURY BOARD  
AND THE  
PUBLIC SERVICE ALLIANCE OF CANADA**

This letter is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in negotiations for the renewal of the Operational Services Collective Agreement.

Accordingly, pursuant to Article 21 Joint Consultation, the Canadian Coast Guard Management representatives will consult with the Alliance prior to placing a vessel on the scheduling arrangement otherwise known as 10-2-1.

Except in cases of emergency or other unforeseeable circumstances, the Canadian Coast Guard Management will endeavour to provide as much notice as possible prior to placing vessels on the above noted scheduling arrangement.

**ANNEX F**  
**DIRTY WORK ALLOWANCE**

1. When an employee is required to:
  - (a) clean or work in bilges and spaces below the bottom floor plates for periods in excess of fifteen (15) minutes.  
  
or
  - (b) clean boiler tubes or repair and maintain ships' sewage disposal tanks and associated piping, pumps and valves, or clean on top of boilers while steam pressure is being maintained, or clean inside water tanks, or clean inside oil tanks that have contained oil, or perform spray painting or sand blasting in void or confined areas, or work in the fire side of boiler furnaces combustion chambers or in air heater spaces.  
  
or
  - (c) come in physical contact with the pollutant while engaged in the cleaning up of oil spills in excess of two hundred (200) litres which resulted from a marine disaster, mechanical failure, bunkering or fuel transfer operations.  
  
or
  - (d) repair or maintain the ships' grey water system including holding tanks, associated piping pumps, and valves provided the employee is required to come into direct contact with the grey water. Cleaning of clogged drains shall not constitute dirty work.

the employee shall receive, in addition to the appropriate rate of pay, an additional one-half (1/2) the employee's straight-time rate for every fifteen (15) minute period, or part thereof, worked.

2. All of the foregoing duties must have the prior approval of the Master before work is commenced.

## **ANNEX G**

### **SPECIAL ALLOWANCES**

Ships' Crews with specialized training and qualifications shall receive the following allowance in accordance with the conditions set out for each allowance.

#### **Rescue Specialist Allowance**

An employee who completes the required training and becomes a Certified Rescue Specialist shall receive a monthly allowance of one hundred and thirty dollars (\$130) for each month the employee maintains such certifications and is assigned to a sea going position where the employee may be required by the Employer to perform such duties.

#### **Fisheries Enforcement Allowance**

An employee who completes the required training in Fisheries Enforcement shall receive a monthly allowance of two hundred and fifty dollars (\$250) for each month the employee maintains such certifications and is assigned to a sea going position where the employee may be required by the Employer to participate in enforcement duties.

An employee who is directly engaged in operating (driving) the ship's Rigid Hull Inflatable (RHI) for transportation of personnel engaged in Fisheries Enforcement activities, shall receive a daily allowance of fifteen dollars (\$15), when directly participating in this activity.

#### **Armed Boarding Allowance**

An employee, once qualified, shall be paid a monthly allowance of one hundred and fifty dollars (\$150) for each month the employee is assigned to a sea going position on selected Offshore Patrol Vessels of the Department of Fisheries and Oceans, which carry special armaments for the purpose of enforcement duties, where the employee may be required by the Employer to participate in armed boarding activity.



### **Diving Duty Allowance**

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A qualified employee who is required to perform diving duties and maintain diving equipment on vessels shall be entitled to receive an allowance of eight hundred and twenty-one dollars (\$821) per year. This allowance shall be paid on the same basis as that for the employee's regular pay.

### **General**

1. Ships' Crew must maintain their qualifications on a continuing basis.
2. These allowances shall form part of pay for the purposes of Severance Pay.

## ANNEX H

### GRANTING OF DAYS OFF

For the duration of the this collective agreement the Employer recognizes the desirability of granting days off at such times and in such locations so as to provide an employee the opportunity to enjoy the employee's days off preferably at home, or if not at home, in a community which affords the employee a recreational outlet.

The Employer shall designate a home port for each employee, and subject to operational requirements the Employer undertakes the following:

1. The Employer will grant an employee compensatory leave in the employee's home port unless otherwise mutually agreed.
2. The Employer will grant days of rest to an employee either:
  - (a) in the employee's home port.
  - (b) when in the opinion of the Employer an employee is within reasonable travelling distance from the employee's place of residence or the employee's home port.
  - (c) in a location which, in the opinion of the Employer provides adequate recreational facilities.
  - (d) in any other location which might be agreeable to both the Employer and the employee.
3. When 2 above does not apply an employee shall work on the employee's day of rest at the applicable overtime compensation or, if in the opinion of the Employer sufficient work is not available and the employee does not work the employee shall be granted one-half (1/2) day of compensation. If the employee works less than a day he/she shall receive a minimum of four-(4) hours' pay at the applicable premium rate.

## **ANNEX I TRAINING**

This Annex is in respect of the application of training for employees working under Annexes C, D and E.

### **Definition**

Training refers to an activity where the Employer has determined that such training is necessary or will assist the employee in carrying out his/her assigned duties.

The following activities shall be deemed to be training:

- (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.

Training is divided into short and long term. Short-term training is any training scheduled to be twenty-eight (28) days or less in duration and long term is that which is scheduled to be longer in duration than twenty-eight (28) days.

### **Short Term Training**

For short term training the employee shall remain in their normal "work cycle". In those periods where the employee is undertaking training during the normally scheduled off duty portion of the work cycle the employee will be compensated for the scheduled training period at their straight time rate of pay.

### **Long Term Training**

For long term training the employee shall be temporarily removed from their work system and shall work, and be compensated, in accordance with Annex B.

**Other**

Employees on training under Annex B will be compensated for the scheduled training period at their straight time rate of pay.

Employees on training shall be reimbursed for all reasonable travel expenses incurred.

**ANNEX J**  
**COMPENSATORY LEAVE**

For the duration of this Collective Agreements the Alliance and the Employer mutually recognize the benefit to all parties of employees accumulating compensatory leave in anticipation of non-operational and/or off duty periods.

Failure to accumulate sufficient compensatory leave credits to cover the anticipated periods could lead to employees being placed on off-duty status, resulting in loss of pay for all or a portion of the non-operational period.

Accordingly employees are encouraged to accumulate and retain compensatory leave credits sufficient to cover:

- (1) periods during which the vessel will be non-operational by reason of refit, repair, seasonal lay-up;

and,

- (2) periods during which the employee is not required to work in accordance with a rotational or relief crew system.

To facilitate such accumulation of such compensatory leave, the Employer undertakes to provide employees with as much notice as possible of the periods referred to in paragraphs (1) and (2) above.

The Employer also recognizes the desirability of permitting employees to accumulate compensatory leave credits in excess of three hundred (300) hours for purposes such as seasonal lay-up, educational purposes and other reasonable requests. In the event that such an accumulated compensatory leave is not used for the purpose requested it shall be liquidated in cash.

**\*\*ANNEX K**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE TREASURY BOARD OF CANADA**  
**AND**  
**THE PUBLIC SERVICE ALLIANCE OF CANADA**  
**WITH RESPECT TO CREWING SYSTEMS AND SEASONAL**  
**EMPLOYEES UNDER APPENDIX G**

The parties agree to establish a joint committee comprised of appropriate representation to meet within ninety (90) days of the signing of the present agreement. The committee will:

Review issues related to the crewing systems defined under annexes B, C, D, and E of this agreement; and

Explore options related to bridging the off-season for seasonal employees working under the crewing systems defined under annexes B, C and D of this agreement.

The committee will submit its findings and its recommendations to the parties within eighteen (18) months of its first (1<sup>st</sup>) meeting.

All costs will be the responsibility of each party.

**APPENDIX H**

**PRINTING OPERATIONS (SUPERVISORY)  
GROUP SPECIFIC PROVISIONS AND RATES OF PAY**

**APPENDIX H****PRINTING OPERATIONS (SUPERVISORY)  
GROUP SPECIFIC PROVISIONS AND RATES OF PAY**

Notwithstanding the general provisions of this collective agreement, the following specific provisions shall apply to employees performing duties as Printing Operations Supervisors.

**Hours of Work**

**1.01** Subject to clauses 25.07 and 25.08, the normal work week shall be scheduled so that the employees work thirty-seven decimal five (37.5) hours per week and seven decimal five (7.5) hours per day.

**Pay Administration**

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

**Reporting Pay**

**3.01** If an employee reports for work on his or her scheduled shift the employee shall be entitled as a minimum to compensation equivalent to four (4) hours' pay at his or her hourly rate of pay.

**3.02**

- (a) When an employee is required to report and reports to work on a weekend recess the employee is entitled to a minimum of three (3) hours' pay at the applicable overtime rate.
- (b) The minimum payment referred to in paragraph 3.02(a) above does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 59.05 of this Agreement.

**3.03** Clause 3.01 and 3.02 are not applicable where the employee fails to receive reasonable advance notification not to report for work through absence from his or her home or because of other circumstances beyond the control of the Employer.



**Travel Between Work Sites**

**4.01** An employee regularly employed in one plant who is required to travel to and work in another plant within the same headquarters area during the employee's regular hours or immediately after shall have normal travelling time to such other plant paid for at the applicable rate.

**\*\* ANNEX "A"**

**PR(S) - PRINTING OPERATIONS  
(SUPERVISORY) GROUP  
ANNUAL RATES OF PAY  
(in dollars)**

- A) Effective August 5, 2011**  
**B) Effective August 5, 2012**  
**C) Effective August 5, 2013**

**PR(S)-1**

From:	\$	46683	48669	50738	52893	55141
To:	A	47500	49521	51626	53819	56106
	B	48213	50264	52400	54626	56948
	C	49177	51269	53448	55719	58087

From:	\$	57488	59927
To:	A	58494	60976
	B	59371	61891
	C	60558	63129

**PR(S)-2**

From:	\$	52584	54816	57148	59576	62109
To:	A	53504	55775	58148	60619	63196
	B	54307	56612	59020	61528	64144
	C	55393	57744	60200	62759	65427

From:	\$	64750	67501
To:	A	65883	68682
	B	66871	69712
	C	68208	71106

**PR(S)-3**

From:	\$	59063	61570	64187	66914	69762
To:	A	60097	62647	65310	68085	70983
	B	60998	63587	66290	69106	72048
	C	62218	64859	67616	70488	73489

From:	\$	72722	75816			
To:	A	73995	77143			
	B	75105	78300			
	C	76607	79866			

**PR(S)-4**

From:	\$	66150	68963	71892	74948	78134
To:	A	67308	70170	73150	76260	79501
	B	68318	71223	74247	77404	80694
	C	69684	72647	75732	78952	82308

From:	\$	81454	84919			
To:	A	82879	86405			
	B	84122	87701			
	C	85804	89455			

**PR(S)-5**

From:	\$	74130	77281	80567	83988	87560
To:	A	75427	78633	81977	85458	89092
	B	76558	79812	83207	86740	90428
	C	78089	81408	84871	88475	92237

From:	\$	91279	95160			
To:	A	92876	96825			
	B	94269	98277			
	C	96154	100243			

**PAY NOTES**

**PAY INCREMENTS**

1. The pay increment period is twelve (12) months.

\*\*

2. The pay increment date for an indeterminate employee appointed after September 1, 1988 to a position in the bargaining unit upon promotion, demotion or from outside the Public Service shall be the anniversary of such appointment that is twelve (12) months from date of appointment.

\*\*

3. The pay increment period for term employees is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.

\*\*

4. An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. For the purpose of defining when a determinate employee will be entitled to go the next salary increment, "cumulative" means all service, whether continuous or discontinuous within the core public administration at the same occupational group and level.

**APPENDIX I**  
**WORKFORCE ADJUSTMENT**

**APPENDIX I****WORKFORCE ADJUSTMENT****TABLE OF CONTENTS**

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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 Workforce Adjustment Appendix and that Article, the present Workforce Adjustment Appendix will take precedence.

### Objectives

It is the policy of the Employer to maximize employment opportunities for indeterminate employees affected by workforce 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 workforce adjustment situation and for whom the deputy head knows or can predict that employment will be available will receive a guarantee of a reasonable job offer within the Core Public Administration. Those employees for whom the deputy head cannot provide the guarantee will have access to transitional employment arrangements (as per Parts 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 workforce adjustment situation.

**Alternation** (*échange de postes*)—occurs when an opting employee (not a surplus employee) who wishes to remain in the Core Public Administration exchanges positions with a non-affected employee (the alternate) willing to leave the Core Public Administration 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 Core Public Administration to any body or corporation that is a separate agency or that is outside the Core Public Administration.

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

**Core Public Administration** (*Administration publique centrale*)—means that part of the public service in or under any department or organization, or other portion of the federal public administration specified in Schedules I and IV to the *Financial Administration Act* (FAA) for which the PSC has the sole authority to appoint.

**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 workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The education allowance is a cash payment equivalent to the transition support measure (see Annex B), plus a reimbursement of tuition from a recognized learning institution and book and mandatory equipment costs, up to a maximum of ten thousand dollars (\$10,000).

**Guarantee of a reasonable job offer** (*garantie d'une offre d'emploi raisonnable*)—is a guarantee of an offer of indeterminate employment within the Core Public Administration provided by the deputy head to an indeterminate employee who is affected by workforce 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 that employment will be available in the Core Public Administration. Surplus employees in receipt of this guarantee will not have access to the options available in Part VI of this Appendix.

**Home department or organization** (*ministère ou organisation d'attache*)—is a department or organization declaring an individual employee surplus.

**Laid-off person** (*personne mise en disponibilité*)—is a person who has been laid-off pursuant to subsection 64(1) of the PSEA and who still retains an appointment priority under subsection 41(4) and section 64 of the PSEA.

**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 (1) 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, in accordance with subsection 41(5) of the PSEA with respect to any position to which the PSC is satisfied that the person meets the essential qualifications; the period of entitlement to this priority is one (1) year as set out in Section 11 of the PSER.

**Opting employee** (*employé-e optant*)—is an indeterminate employee whose services will no longer be required because of a workforce adjustment situation, who has not received a guarantee of a reasonable job offer from the deputy head and who has one hundred and twenty (120) days to consider the options in section 6.3 of this Appendix.

**Organization** (*organisation*)—Any Board, Agency, Commission or other body, specified in Schedules I and IV of the *Financial Administration Act (FAA)*, that is not a department.

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

**Priority Information Management System** (*système de gestion de l'information sur les priorités*)—is a system designed by the PSC to facilitate appointments of individuals entitled to statutory and regulatory priorities.

**Reasonable job offer** (*offre d'emploi raisonnable*)—is an offer of indeterminate employment within the Core Public Administration, normally at an equivalent level, but which 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 under Type 1 and Type 2 in Part VII of this Appendix. A reasonable job offer is also an offer from a FAA Schedule V employer, providing that:

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

**Reinstatement priority** (*priorité de réintégration*)—is an entitlement provided to surplus employees and laid-off persons who are appointed or deployed to a position in the federal public administration at a lower level. As per section 10 of the PSER, the entitlement lasts for one (1) year.

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

**Relocation of work unit** (*réinstallation d'une unité de travail*)—is the authorized move of a work unit of any size to a place of duty located 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 Core Public Administration.

**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 in accordance with section 5 of the PSER and pursuant to section 40 of the PSEA; this entitlement is provided to surplus

employees to be appointed in priority to another position in the federal public administration for which they meet the essential requirements.

**Surplus status** (*statut d'employé-e excédentaire*)—An indeterminate employee has 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 continuous employment, as per Annex B.

**Twelve (12)-month surplus priority period in which to secure a reasonable job offer** (*priorité d'employé-e excédentaire d'une durée de douze (12) 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.

**Workforce 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 participate or an alternative delivery initiative.

### **Authorities**

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

## Monitoring

Departments or organizations 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 workforce adjustment are as follows:

*Canada Labour Code, Part I*

*Financial Administration Act*

Pay Rate Selection (Treasury Board Homepage, Organization, Human Resource Management, Compensation and Pay Administration). [http://www.tbs-sct.gc.ca/hr-rh/cpa-rap/index\\_e.asp](http://www.tbs-sct.gc.ca/hr-rh/cpa-rap/index_e.asp)

Values and Ethics Code for the Public Service, Chapter 3: Post-Employment Measures. [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/TB\\_851/vec-cve1\\_e.asp#\\_Toc46202811](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TB_851/vec-cve1_e.asp#_Toc46202811)

Employer regulation on promotion may be found at:  
<http://www.laws.justice.gc.ca/en/showdoc/cr/SOR-2005-376>

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

*Public Service Employment Act*

*Public Service Employment Regulations*

*Public Service Labour Relations Act*

*Public Service Superannuation Act*

NJC Integrated Relocation Directive

Travel Directive

## **Enquiries**

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

Responsible officers in departmental or organizational headquarters may, in turn, direct questions regarding the application of this Appendix to the Senior Director, Excluded Groups and Administrative Policies, Labour Relations and Compensation Operations, 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 or organizational human resource advisors or to the Priority Advisor of the PSC responsible for their case.

## **Part I**

### **Roles and responsibilities**

#### **1.1 Departments or Organizations**

**1.1.1** Since indeterminate employees who are affected by workforce adjustment situations are not themselves responsible for such situations, it is the responsibility of departments or organizations 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 or organizations shall carry out effective human resource planning to minimize the impact of workforce adjustment situations on indeterminate employees, on the department or organization, and on the public service.

**1.1.3** Departments or organizations shall establish workforce adjustment committees, where appropriate, to manage the workforce adjustment situations within the department or organizations.

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

**1.1.5** Departments or organizations shall establish systems to facilitate redeployment or retraining of their 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:

(a) is being provided with a guarantee from the deputy head that a reasonable job offer will be forthcoming and that the employee will have surplus status from that date on;

or

(b) is an opting employee and has access to the options set out in 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 workforce adjustment for whom they know or can predict that employment will be available in the Core Public Administration.

**1.1.8** Where a deputy head cannot provide a guarantee of a reasonable job offer, the deputy head will provide one hundred and twenty (120) days to consider the three options outlined in Part VI of this Appendix to all opting employees before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected Option (a), twelve-month surplus priority period in which to secure a reasonable job offer.

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

**1.1.10** Departments or organizations shall send written notice to the PSC of an 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 or organizations shall advise and consult with the Alliance representatives as completely as possible regarding any workforce 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 or organization shall provide the PSC with a statement that it would be prepared to appoint the surplus employee to a suitable position in the department or organization commensurate with his or her qualifications if such a position were available.

**1.1.13** Departments or organizations shall provide the employee with the official notification that he or she has become subject to a workforce adjustment and shall remind the employee that Appendix C, Workforce Adjustment, of this Agreement applies.

**1.1.14** Deputy heads shall apply this Appendix so as to keep actual involuntary lay-offs to a minimum, and a lay-off shall normally occur only when an individual has refused a reasonable job offer, is not mobile, cannot be retrained within two (2) years, or is laid-off at his or her own request.

**1.1.15** Departments or organizations are responsible for counselling and advising their affected employees on their opportunities for finding continuing employment in the public service.

**1.1.16** Appointment of surplus employees to alternative positions 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 or organizations shall avoid appointment to a lower level except where all other avenues have been exhausted.

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

**1.1.18** Home departments or organizations shall relocate surplus employees and laid-off individuals, if necessary.



**1.1.19** 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, provided that:

- (a) there are no available priority persons, or priority persons with a higher priority, qualified and interested in the position being filled;

or

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

**1.1.20** 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 or organization. Such cost shall be consistent with the *Travel Directive* and *NJC Integrated Relocation Directive*.

**1.1.21** For the purposes of the *NJC Integrated 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.

**1.1.22** For the purposes of the *Travel Directive*, a laid-off persons travelling to interviews for possible reappointment to the Core Public Administration is deemed to be a "traveller" as defined in the *Travel Directive*.

**1.1.23** For the surplus and/or lay-off priority periods, home departments or organizations shall pay the salary, salary protection and/or termination costs as well as other authorized 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 unless the appointing department or organization is willing to absorb these costs in whole or in part.

**1.1.24** Where a surplus employee is appointed by another department or organization to a term position, the home department or organization is responsible for the costs above for one (1) year from the date of such appointment, unless the home department or organization agree to a longer period, after which the appointing department or organization becomes the new home department or organization consistent with PSC authorities.

**1.1.25** Departments or organizations shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position under this Appendix.

**1.1.26** Departments or organizations shall inform the PSC in a timely fashion, and in a method directed by the PSC, of the results of all referrals made to them under this Appendix.

**1.1.27** Departments or organizations shall review the use of private temporary agency personnel, consultants, contractors, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, departments or organizations shall refrain from re-engaging such temporary agency personnel, consultants or contractors or renewing the employment of such employees referred to above where this will facilitate the appointment of surplus employees or laid-off persons.

**1.1.28** 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.

**1.1.29** Departments or organizations may lay-off an employee at a date earlier than originally scheduled when the surplus employee so requests in writing.

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

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

**1.1.32** When a surplus employee refuses a reasonable job offer, he or she shall be subject to lay-off one (1) month after the refusal, but not before six (6) months have elapsed since the surplus declaration date. The provisions of Annex "C" of this Appendix shall continue to apply.

**1.1.33** Departments or organizations are to presume that each employee wishes to be redeployed unless the employee indicates the contrary in writing.

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

- (a) the workforce adjustment situation and its effect on that individual;
- (b) the Workforce Adjustment Appendix;
- (c) the PSC's Priority Information Management System and how it works from the employee's perspective;
- (d) preparation of a curriculum vitae or resume;
- (e) the employee's rights and obligations;
- (f) the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
- (g) alternatives that might be available to the employee (alternation, appointment, relocation, retraining, lower-level employment, term employment, retirement including the possibility of waiver of penalty if entitled to an annual allowance, transition support measure, education allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated lay-off);
- (h) the likelihood that the employee will be successfully appointed;
- (i) the meaning of a guarantee of a reasonable job offer, a twelve (12) month surplus priority period in which to secure a reasonable job offer, a transition support measure and an education allowance;
- (j) the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
- (k) preparation for interviews with prospective employers;
- (l) feedback when an employee is not offered a position for which he or she was referred;

- (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.

**1.1.35** The home departments or organizations shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by it, the employee and the appointing department or organization.

**1.1.36** Severance pay and other benefits flowing from other clauses in this Agreement are separate from and in addition to those in this Appendix.

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

**1.1.38** The department or organization will review the status of each affected employee annually, or earlier, from the date of initial notification of affected status and determine whether the employee will remain on affected status or not.

**1.1.39** The department or organization will notify the affected employee' in writing, within five (5) working days of the decision pursuant to subsection 1.1.38.

## **1.2 Treasury Board Secretariat of Canada**

**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;
- (b) consider departmental or organizational requests for retraining resources;
- and
- (c) ensure that departments or organizations are provided to the extent possible with information on occupations for which there are skill shortages.

### **1.3 Public Service Commission of Canada**

**1.3.1** Within the context of workforce adjustment, and the Public Service Commission's (PSC) governing legislation, it is the responsibility of the PSC to:

- (a) ensure that priority entitlements are respected;
- (b) ensure that a means exists for priority persons to be assessed against vacant positions and appointed if found qualified against the essential qualifications of the position; and
- (c) ensure that priority persons are provided with information on their priority entitlements.

**1.3.2** The PSC will, in accordance with the Privacy Act:

- (a) provide the Treasury Board Secretariat with information related to the administration of priority entitlements which may reflect on departments' or organizations' level of compliance with this directive,  
and;
- (b) provide information to the bargaining agents on the numbers and status of their members in the Priority Information Management System, as well as information on the overall system.

**1.3.3** The PSC's roles and responsibilities flow from its governing legislation, not the collective agreement. As such, any changes made to these roles/responsibilities must be agreed upon by the Commission. For greater detail on the PSC's role in administering surplus and lay-off priority entitlements, refer to Annex C of this Appendix.

### **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 workforce adjustment situations and who receive a guarantee of a reasonable job offer or 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 cooperation with their departments or organizations and the PSC, unless they have advised the department or organizations and the PSC, in writing, that they are not available for appointment;
- (b) seeking information about their entitlements and obligations;
- (c) providing timely information (including curricula vitae or resumes) to the home department or organization and to the PSC to assist them in their appointment activities;
- (d) ensuring that they can be easily contacted by the PSC and appointing departments or organizations, and attending appointments related to referrals;
- (e) seriously considering job opportunities presented to them (referrals within the home department or organization, referrals from the PSC, and job offers made by departments or organizations), including retraining and relocation possibilities, specified period appointments and lower-level appointments.

**1.4.3** Opting employees are responsible for:

- (a) considering the options in Part VI of this Appendix;
- (b) communicating their choice of options, in writing, to their manager no later than one hundred and twenty (120) days after being declared opting.

**Part II**

**Official notification**

**2.1 Department or organization**

**2.1.1** As already mentioned in 1.1.11, departments or organizations shall advise and consult with the bargaining agent representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process, and will make available to the bargaining agent the name and work location of affected employees.

**2.1.2** In any workforce adjustment situation that is likely to involve ten (10) or more indeterminate employees covered by this Appendix, the department or organization concerned shall notify the Treasury Board Secretariat of Canada, in confidence, at the earliest possible date and under no circumstances less than four (4) working days before the situation is announced.

**2.1.3** Prior to notifying any potentially affected employee, departments or organizations shall also notify the Chief Executive Officer of the Alliance. Such notification is to be in writing, in confidence and at the earliest possible date and under no circumstances less than two (2) working days before any employee is notified of the workforce adjustment situation.

**2.1.4** Such notification will include the identity and location of the work unit(s) involved, the expected date of the announcement, the anticipated timing of the workforce adjustment situation and the number, group and level of the employees who are likely to be affected by the decision.

### **Part III**

#### **Relocation of a work unit**

##### **3.1 General**

**3.1.1** In cases where a work unit is to be relocated, departments or organizations 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 workforce adjustment situation.

**3.1.2** Following written notification, employees must indicate, within a period of six (6) months, their intention to move. If the employee's intention is not to move with the relocated position, the deputy head can provide the employee with either a guarantee of a reasonable job offer or access to the options set out in section 6.3 of this Appendix.

**3.1.3** Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.18 to 1.1.22.

**3.1.4** Although departments or organizations will endeavour to respect employee location preferences, nothing precludes the department or organization from offering a relocated position to an employee in receipt of a guarantee of a reasonable job offer from his or her deputy head, 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 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 or organizations shall make every reasonable effort to retrain such persons for:

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

**4.1.2** It is the responsibility of the employee, home department or organization and appointing department or organization to identify retraining opportunities pursuant to subsection 4.1.1.

**4.1.3** When a retraining opportunity has been identified, the deputy head of the home department or organization shall approve up to two (2) years of retraining.

### **4.2 Surplus Employees**

**4.2.1** A surplus employee is eligible for retraining, provided that:

- (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 or organization 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 or organizations. The home department or organization is responsible for informing the employee in a timely fashion if a retraining proposal submitted by the employee is not approved. Upon request of the employee, feedback regarding the decision will be provided in writing.

**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 or organization and is entitled to be paid in accordance with his or her current appointment unless the appointing department or organization is willing to appoint the employee indeterminately, on condition of 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 or organization, 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 if the Employer has been unsuccessful in making the employee a reasonable job offer.

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

### **4.3 Laid-off Persons**

**4.3.1** A laid-off person shall be eligible for retraining, provided that:

- (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 priority who qualify for the position;
- and
- (d) the appointing department or organization 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 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 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 that employment will be available. A deputy head who cannot provide such a guarantee shall provide his or her reasons in writing, if so requested by the employee. Employees in receipt of this guarantee will 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 one hundred and twenty (120) days to consider the three options below before a decision is required of them.

**6.1.3** The opting employee must choose, in writing, one (1) of the three (3) options of section 6.3 of this Appendix within the one hundred and twenty (120) day window. The employee cannot change options once he or she has 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 (12) month surplus priority period in which to secure a reasonable job offer, at the end of the one hundred and twenty (120) day window.

**6.1.5** If a reasonable job offer that does not require relocation is made at any time during the one hundred and twenty (120) day opting period and prior to the written acceptance of the transition support measure (TSM) or 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 or organizations must participate in the alternation process.

**6.2.2** An alternation occurs when an opting employee who wishes to remain in the Core Public Administration exchanges positions with a non-affected employee (the alternate) willing to leave the Core Public Administration 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 Core Public Administration.

**6.2.4** An indeterminate employee wishing to leave the Core Public Administration may express an interest in alternating with an opting employee. Management will decide, however, whether a proposed alternation is likely to result in retention of the skills required to meet the ongoing needs of the position and the Core Public Administration.

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

**6.2.6** The opting employee moving into the unaffected position must meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five (5) days of the alternation.

**6.2.7** An alternation should normally occur between employees at the same group and level. When the two (2) positions are not in the same group and at the same level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher paid position is no more than six-per-cent (6%) higher than the maximum rate of pay for the lower-paid position.

**6.2.8** An alternation must occur on a given date, that is, the two (2) employees must 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)
  - (i) Twelve (12)-month surplus priority period in which to secure a reasonable job offer. It is time-limited. Should a reasonable job offer not be made within a period of twelve (12) 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.

- (ii) At the request of the employee, this twelve (12) month surplus priority period shall be extended by the unused portion of the one hundred and twenty (120) day opting period referred to in 6.1.2 that remains once the employee has selected in writing Option (a).
- (iii) When a surplus employee who has chosen or is deemed to have chosen Option (a) offers to resign before the end of the twelve (12) month surplus priority period, the deputy head may authorize a lump-sum payment equal to the surplus employee's regular pay for the balance of the surplus period, up to a maximum of six (6) months. The amount of the lump-sum payment for the pay in lieu cannot exceed the maximum of what he or she would have received had he or she chosen Option (b), the transition support measure.
- (iv) Departments or organizations will 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 transition support measure (see Option (b) above) plus an amount of not more than ten thousand dollars (\$10,000) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and mandatory equipment. Employees choosing Option (c) could either:
  - (i) resign from the Core Public Administration but be considered to be laid-off for severance pay purposes on the date of their departure;

or

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

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

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

**6.3.6** All opting employees will be entitled to up to six hundred dollars (\$600) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

**6.3.7** An opting employee who has received a TSM, pay in lieu of unfulfilled surplus period, or an education allowance, and is reappointed to that portion of the Core Public Administration specified from time to time in Schedules I and IV of the *Financial Administration Act* shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of such

reappointment or hiring to the end of the original period for which the TSM or education allowance was paid.

**6.3.8** Notwithstanding 6.3.7, an opting employee who has received an education allowance will not be required to reimburse tuition expenses and costs of books and mandatory equipment for which he or she cannot get a refund.

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

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

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

#### **6.4 Retention Payment**

**6.4.1** There are three (3) 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 Core Public Administration without priority rights.

**6.4.3** An individual who has received a retention payment and, as applicable, either is reappointed to that portion of the Core Public Administration specified from time to time in Schedules I and IV of the *Financial Administration Act* or is hired by the new employer within the six (6) months immediately following his or her resignation shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of such reappointment 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 Core Public Administration) 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 Core Public Administration to take effect on that closure date, a sum equivalent to six (6) months' pay payable on the day on which the departmental or organizational 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 Core Public Administration work units:

- (a) are being relocated;

and

- (b) the deputy head of the home department or organization 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) 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 who offers a resignation from the Core Public Administration to take effect on the relocation date, a sum equivalent to six (6) months' pay payable on the day on which the departmental or organizational 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 Core Public Administration work units are affected by alternative delivery initiatives;



- (b) when the deputy head of the home department or organization 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 Core Public Administration to take effect on the transfer date, a sum equivalent to six (6) months' pay payable upon the transfer date, provided the employee has not separated prematurely.

## **Part VII**

### **Special provisions regarding alternative delivery initiatives**

#### **Preamble**

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

- (a) fair and reasonable treatment of employees;
- (b) value for money and affordability;

and

- (c) maximization of employment opportunities for employees.

#### **7.1 Definitions**

For the purposes of this part, an **alternative delivery initiative** (*diversification des modes d'exécution*) is the transfer of any work, undertaking or business of the Core Public Administration to any body or corporation that is a separate agency or that is outside the Core Public Administration.

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 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 12(1)(f.1) of the *Financial Administration Act*.

## 7.2 General

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

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

- (a) the program being considered for ADI;
- (b) the reason for the ADI;
- and
- (c) the type of approach anticipated for the initiative.

A joint Workforce Adjustment–Alternative Delivery Initiative (WFA–ADI) committee will be created for ADI and will have equal representation from the department or organization and the component(s). By mutual agreement, the committee may include other participants. The joint WFA–ADI committee will define the rules of conduct of the committee.

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

### 1. Commercialization

In cases of commercialization where tendering will be part of the process, the members of the joint WFA–ADI 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 included in the request for proposal 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–ADI 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 ADI 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 cases of commercialization and the creation of new agencies, consultation opportunities will be given to the component(s); however, in the event that agreements are not possible, the department or organization may still proceed with the transfer.

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

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

(a) Type 1—Full Continuity

Type-1 arrangements meet all of the following criteria:

- (i) legislated successor rights apply; specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;

- (ii) the *Public Service Terms and Conditions of Employment Regulations*, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer or by the PSLRB pursuant to a successor rights application;
  - (iii) recognition of continuous employment, 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;
  - (iv) 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 7.7.3;
  - (v) transitional employment guarantee: a two (2)-year minimum employment guarantee with the new employer;
  - (vi) coverage in each of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
  - (vii) short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to the maximum of the new employer's LTDI waiting period.
- (b) Type 2—Substantial Continuity

Type-2 arrangements meet all of the following criteria:

- (i) the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of the group's current federal hourly remuneration (= pay + equal pay adjustments + supervisory differential) when the hours of work are the same;

- (ii) the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of federal annual remuneration (= per cent or greater of federal annual remuneration (= pay + equal pay adjustments + supervisory differential) when the hours of work are different;
  - (iii) pension arrangements according to the Statement of Pension Principles as set out in Annex A or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump sum to employees pursuant to 7.7.3;
  - (iv) transitional employment guarantee: employment tenure equivalent to that of the permanent workforce in receiving organizations or a two (2)-year minimum employment guarantee;
  - (v) coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
  - (vi) short-term disability arrangement.
- (c) Type 3—Lesser Continuity

A Type-3 arrangement is any alternative delivery initiative that does not meet the criteria applying in Type-1 and Type-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 or organization 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 or organizations shall provide written notice to all employees offered employment by the new employer, giving them the opportunity to choose whether or not they wish to accept the offer.

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

#### **7.5 Job Offers From New Employers**

**7.5.1** Employees subject to this Appendix (see Application) and who do not accept the reasonable job offer from the new employer in the case of Type-1 or Type-2 transitional employment arrangements will be given four (4) months' notice of termination of employment and their employment will be terminated at the end of that period or on a mutually agreed-upon date before the end of the four (4)-month notice period, except where the employee was unaware of the offer or incapable of indicating an acceptance of the offer.

**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.

**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 or organization for operational reasons, provided that this does not create a break in continuous service between the Core Public administration 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 Type-2 transitional employment arrangement. A payment under section 6.4 may not be combined with a payment under the other section.

## **7.7 Lump-Sum Payments and Salary Top-up Allowances**

**7.7.1** Employees who are subject to this Appendix (see Application) and who accept the offer of employment from the new employer in the case of Type-2 transitional employment arrangements will receive a sum equivalent to three (3) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees an eighteen (18) month salary top-up allowance equivalent to the difference between the remuneration applicable to their Core Public Administration 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 or organizational 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 and whose new hourly or annual salary falls below eighty per cent (80%) of their former federal hourly or annual remuneration, departments or organizations will pay an additional six (6) months of salary top-up allowance for a total of twenty-four (24) months under this section and 7.7.1. The salary top-up allowance equivalent to the difference between the remuneration applicable to their Core Public Administration 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 or organizational 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 Type-1 or Type-2 transitional employment arrangements 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 is less than six decimal five per cent (6.5%) of pensionable payroll (excluding the employer's costs related to the administration of the plan), will receive a sum equivalent to three (3) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

**7.7.4** Employees who accept an offer of employment from the new employer in the case of Type-3 transitional employment arrangements will receive a sum equivalent to six (6) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees a twelve (12) month salary top-up allowance equivalent to the difference between the remuneration applicable to their Core Public Administration 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 or organizational 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 (1) 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 7.7.1, 7.7.2, 7.7.3 or 7.7.4 and who is reappointed to that portion of the Core Public Administration specified from time to time in Schedules I and IV of the *Financial Administration 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 an amount corresponding to the period from the effective date of reappointment 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 7.6.1 and, as applicable, is either reappointed to that portion of the Core Public Administration specified from time to time in Schedules I and IV of the *Financial Administration Act* or hired by the new employer at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada 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.

\*\*

However, an employee who has a severance termination benefit entitlement under the terms of article 60.05(b) or (c) shall be paid this entitlement at the time of 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 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 Core Public Administration 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 six decimal five per cent (6.5%) of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the Assessment Methodology dated October 7, 1997, developed by Towers Perrin for the Treasury Board. 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**

<b>Years of Service in the Public Service</b>	<b>Transition Support Measure (TSM) (Payment in weeks' pay)</b>
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

<b>Years of Service in the Public Service</b>	<b>Transition Support Measure (TSM) (Payment in weeks' pay)</b>
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.

**Annex C**  
**Role of PSC in administering surplus and  
lay-off priority entitlements**

1. The PSC will refer surplus employees and laid-off persons to positions, in all departments, organizations and agencies governed by the *PSEA*, for which they are potentially qualified for the essential qualifications, unless the individuals have advised the PSC and their home departments or organizations in writing that they are not available for appointment. The PSC will further ensure that entitlements are respected and that priority persons are fairly and properly assessed.
2. The PSC, acting in accordance with the *Privacy Act*, will provide the Treasury Board Secretariat with information related to the administration of priority entitlements which may reflect on departments' or organizations' and agencies' level of compliance with this Directive.
3. The PSC will provide surplus and laid-off individuals with information on their priority entitlements.
4. The PSC will, in accordance with the *Privacy Act*, provide information to bargaining agents on the numbers and status of their members who are in the Priority Administration System and, on a service-wide basis.
5. The PSC will ensure that a reinstatement priority is given to all employees who are appointed to a position at a lower level.
6. The PSC will, in accordance with the *Privacy Act*, provide information to the Employer, departments or organizations and/or bargaining agents on referrals of surplus employees and laid-off persons in order to ensure that the priority entitlements are respected.

Public Service Commission "Guide to the Priority Information Management System": <http://www.psc-cfp.gc.ca/prad-adpr/pims-sgip/prt2-eng.htm>.

**APPENDIX J**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE TREASURY BOARD OF CANADA  
AND  
THE PUBLIC SERVICE ALLIANCE OF CANADA  
WITH RESPECT TO A JOINT LEARNING PROGRAM**

This memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administration Services, Operational Services, Technical Services, Border Services and Education and Library Science bargaining units.

The Employer agrees to provide eight million seven hundred and fifty thousand dollars (\$8,750,000) over the life of this collective agreement to fund a joint learning program. The Employer agrees to provide a further two hundred and ninety-two thousand dollars (\$292,000) per month to the PSAC-TBS JLP from August 4, 2011 until the next collective agreement is signed to ensure continuity of this initiative.

The PSAC-TBS JLP will provide joint training on union-management issues.

The program will be governed by the existing joint PSAC – TBS committee.

**APPENDIX K**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**TREASURY BOARD**

**AND THE**

**PUBLIC SERVICE ALLIANCE OF CANADA**

**WITH RESPECT TO CLASSIFICATION REVIEW**

Unless otherwise agreed with the Alliance, the Employer agrees not to enter into collective bargaining with respect to modifications to the Operational Services rates of pay related to classification review during the life of the present agreement until notice to bargain has been served.

**APPENDIX L**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY  
BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF  
CANADA WITH RESPECT TO IMPLEMENTATION OF THE  
COLLECTIVE AGREEMENT**

This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of the implementation period of the collective agreement.

The provisions of this Collective Agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of signing.



## **APPENDIX M**

### **MEMORANDUM OF UNDERSTANDING SALARY PROTECTION - RED CIRCLING**

#### **GENERAL**

1. This Memorandum of Understanding cancels and replaces the Memorandum of Understanding entered into between the Treasury Board and the Public Service of Alliance of Canada on June 9, 1978.
2. This Memorandum of Understanding shall remain in effect until amended or cancelled by mutual consent of the parties.
3. This Memorandum of Understanding supersedes the Regulations respecting Pay on Reclassification or Conversion where the Regulations are inconsistent with the Memorandum of Understanding.
4. Where the provisions of any collective agreement differ from those set out in the Memorandum of Understanding, the conditions set out in the Memorandum of Understanding shall prevail.
5. This Memorandum of Understanding will form part of all collective agreements to which the Public Service Alliance of Canada and Treasury Board are parties, with effect from December 13, 1981.

#### **PART I**

Part I of this Memorandum of Understanding shall apply to the incumbents of positions which will be reclassified to a group and/or level having a lower attainable maximum rate of pay after the date this Memorandum of Understanding becomes effective.

**NOTE:** The term “attainable maximum rate of pay” means the rate attainable for fully satisfactory performance in the case of levels covered by a performance pay plan or the maximum salary rate in the case of all other groups and levels.

1. Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.

2. Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent, this may be cited as Salary Protection Status and subject to Section 3(b) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level. Determination of the attainable maxima rates of pay shall be in accordance with the Retroactive Remuneration Regulations.
3.
  - (a) The Employer will make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position.
  - (b) In the event that an incumbent declines an offer of transfer to a position as in (a) above in the same geographic area, without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.
4. Employees subject to Section 3, will be considered to have transferred (as defined in the Public Service Terms and Conditions of Employment Regulations) for the purpose of determining increment dates and rates of pay.

## **PART II**

Part II of the Memorandum of Understanding shall apply to incumbents of positions who are in holding rates of pay on the date this Memorandum of Understanding becomes effective.

1. An employee whose position has been downgraded prior to the implementation of this memorandum and is being paid at a holding rate of pay on the effective date of an economic increase and continues to be paid at that rate on the date immediately prior to the effective date of a further economic increase, shall receive a lump sum payment equal to 100% of the economic increase for the employee's former group and level (or where a performance pay plan applied to the incumbent, the adjustment to the attainable maximum rate of pay) calculated on his annual rate of pay.

2. An employee who is paid at a holding rate on the effective date of an economic increase, but who is removed from that holding rate prior to the effective date of a further economic increase by an amount less than he would have received by the application of paragraph 1 of Part II, shall receive a lump sum payment equal to the difference between the amount calculated by the application of paragraph 1 of Part II and any increase in pay resulting from his removal from the holding rate.

**\*\*APPENDIX N**

**LETTER OF UNDERSTANDING  
CONCERNING  
A COMPENSATION COMPARABILITY STUDY**

This letter is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in negotiations for the renewal of the Operational Services Collective Agreement.

Accordingly, the parties agree, during the life of the Agreement, to conduct a compensation comparability study.

The parties further agree to meet within ninety (90) days of the signing date of this Agreement to establish the scope and the terms of reference of the study.

SIGNED AT OTTAWA, this 6<sup>th</sup> day of the month of April, 2011.