



Treasury Board of Canada
Secrétariat

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 2003

Canada



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



THIS AGREEMENT COVERS THE FOLLOWING CLASSIFICATIONS:

CODE	CLASSIFICATION	
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))

**LIST OF CHANGES TO THE COLLECTIVE AGREEMENT
BETWEEN THE TREASURY BOARD AND THE
PUBLIC SERVICE ALLIANCE OF CANADA - OPERATIONAL
SERVICES GROUP**

**ARTICLE 7
NATIONAL JOINT COUNCIL AGREEMENTS**

7.03

(a)

**

Public Service Health Care Plan (PSHCP)

**ARTICLE 18
GRIEVANCE PROCEDURE**

**

Expedited Adjudication

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

- (a) At the request of either party, a grievance that has been referred to adjudication may be dealt with through Expedited Adjudication with the consent of both parties.
- (b) When the parties agree that a particular grievance will proceed through Expedited Adjudication, the Alliance will submit to the PSSRB 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 PSSRB or to the Adjudicator at the hearing.

- (d) No witnesses will testify.
- (e) The Adjudicator will be appointed by the PSSRB from among its members who have had at least three (3) years experience as a member of the Board.
- (f) Each Expedited Adjudication session will take place in Ottawa, unless the parties and the PSSRB agree otherwise. The cases will be scheduled jointly by the parties and the PSSRB, and will appear on the PSSRB schedule.
- (g) The Adjudicator will make an oral determination at the hearing, which will be recorded and initialed by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.
- (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 27

SHIFT AND WEEKEND PREMIUMS

**

27.01 Shift Premium

An employee working on shifts will receive a shift premium of one dollar and seventy-five cents (\$1.75) 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.

Effective August 5, 2002

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

An employee working on shifts during the weekend will receive an additional premium of one dollar and seventy-five cents (\$1.75) per hour for all hours worked, including overtime hours, on Saturday or Sunday.

Effective August 5, 2002

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.

**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).

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.

ARTICLE 29
OVERTIME

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 nine dollars and fifty cents (\$9.50), 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.

**

Effective August 5, 2002:

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 paragraph (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of nine dollars and fifty cents (\$9.50) 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.

**

Effective August 5, 2002

When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (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

**ARTICLE 33
TRAVELLING TIME**

**

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 one (1) day off with pay. The employee shall be credited with one additional day off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of 80 nights.
- (b) The maximum number of days off earned under this clause shall not exceed five (5) days 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 paragraphs 29.08 (b) and (c).

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

ARTICLE 35
VACATION LEAVE WITH PAY

**

Excluded Provisions

Except for clause 35.16, this Article does not apply to employees in the FR Group.

Accumulation of Vacation Leave Credits

35.02

**

- (c) one decimal eighty-three (1.84) days commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs

**

- (f) two decimal twenty-five (2.25) days commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;

**

- (g) two decimal fifty (2.50) days commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;

**

35.16 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 35 days of earned vacation leave credits earned previously with that organization.

ARTICLE 36
SICK LEAVE WITH PAY

Granting of Sick Leave

**

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).

****ARTICLE 40**

LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

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

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

40.03 Subject to paragraph 40.02, 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.

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

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

Transitional provision

40.06

These transitional provisions are applicable to employees who have been granted and have proceeded on leave on or after the date of signature of this agreement.

- (a) An employee who, on the date of signature of this agreement, is on Leave Without Pay for the Long-Term Care of a Parent (Article 40) or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children (Article 41) under the terms of the agreement expired on August 4, 2000, continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.
- (b) An employee who becomes a member of the bargaining unit on or after the date of signature of this agreement and who is on Leave Without Pay for the Long-Term Care of a Parent or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of another agreement, continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.

****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, one (1) day 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 spouse resident with the employee), children (including children of legal or common-law spouse), foster children, parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.

42.03

**

(a) up to one (1) day 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;

**

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

ARTICLE 46
BEREAVEMENT LEAVE WITH PAY

**

46.01 For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee,

grandchild, grandparent, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.

**

46.02 When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of five (5) consecutive calendar days which must include the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

**

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

**

46.05 It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 46.02 and 46.03.

ARTICLE 52

LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

**

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, one (1) day 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 leaves at such times as the employee may request.

**ARTICLE 57
PENOLOGICAL FACTOR ALLOWANCE**

Formula

**

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

Penological Factor (X) Type of Institution									
Degree of Exposure	Maximum			Medium			Minimum		
Continual	100%	X	(\$1,900)	50%	X	(\$950)	30%	X	(\$570)
Frequent	50%	X	(\$950)	30%	X	(\$570)	20%	X	(\$380)
Limited	30%	X	(\$570)	20%	X	(\$380)	10%	X	(\$190)

Effective August 1, 2002:

Penological Factor (X) Type of Institution									
Degree of Exposure	Maximum			Medium			Minimum		
Continual	100%	X	(\$2,000)	50%	X	(\$1,000)	30%	X	(\$600)
Frequent	50%	X	(\$1,000)	30%	X	(\$600)	20%	X	(\$400)
Limited	30%	X	(\$600)	20%	X	(\$400)	10%	X	(\$200)

Amount of PFA

**

57.05 The value of “X” is set at one thousand nine hundred dollars (\$1,900) per annum. This allowance shall be paid on the same basis as that for the employee’s regular pay.

Effective August 1, 2002:

The value of "X" is set at two thousand dollars (\$2,000) per annum. This allowance shall be paid on the same basis as that for the employee's regular pay.

ARTICLE 59

PART-TIME EMPLOYEES

59.10 Vacation Leave

**

- (c) when the entitlement is one decimal eighty-four (1.84) days a month, .367 multiplied by the number of the hours in the employee's workweek per month;

**

- (f) when the entitlement is two decimal twenty-five (2.25) days a month, .450 multiplied by the number of hours in the employee's workweek per month;

ARTICLE 63

MATERNITY-RELATED REASSIGNMENT OR LEAVE

**

63.07 Notwithstanding 63.05, for an employee working in a Correctional Service of Canada 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 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

DURATION

**

67.01 The provisions of this Agreement will expire on August 4, 2003.

****MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TREASURY BOARD
(HEREINAFTER CALLED THE EMPLOYER)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE ALLIANCE)
IN RESPECT OF
LUMP SUM SIGNING PAYMENT**

1. The parties agree that employees occupying positions in the Operational Services bargaining unit on date of signing of this agreement, shall be eligible to receive a lump sum payment in the following amounts and subject to the following conditions:
 - (a) One thousand dollars (\$1,000) for all employees in the FR, HP, LI, SC and PR(S) groups.

or

 - (b) One thousand dollars (\$1,000) for all employees of the GL, GS and HS groups whose rate of pay is not increased as a result of the reduction in zones.
 - (c) One thousand dollars (\$1,000) less the immediate annualized pay rate increase resulting from the reduction of zones, for all employees of the GL, GS and HS groups whose rate of pay is increased as a result of the reduction of zones.
2. Employees whose immediate annualized pay rate increase as a result of the reduction of zones is more than one thousand dollars (\$1,000), are not entitled to any lump sum payment provided in paragraph 1 above.
3. Part-time employees shall be entitled to the Allowance on the same basis as it is applicable to a full-time employee as provided in paragraph 1.

SIGNED AT OTTAWA, this 19th day of the month of November 2001.

APPENDIX "A"

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

Vacation Leave

1.01 Accumulation of Vacation Leave

(a)

**

(iii) fourteen (14) shifts per fiscal year if the employee has completed between eight (8) and sixteen (16) years of service and has not received, or is eligible but has elected not to receive, or is not eligible to receive furlough leave;

**

(iv) fifteen decimal six (15.6) shifts per fiscal year after the employee has completed sixteen (16) years of service;

**

(vii) nineteen (19) shifts per fiscal year after the employee has completed twenty-seven (27) years of service;

**

(viii) twenty-one (21) shifts per fiscal year after the employee has completed twenty-eight (28) years of service;

(b)

**

(iii) eleven (11) shifts per fiscal year if the employee has completed between eight (8) and sixteen (16) years of service and has not received, or is not eligible to receive furlough leave;

**

(iv) twelve decimal two (12.2) shifts per fiscal year after the employee has completed sixteen (16) years of service;

**

- (vii) fourteen decimal four (14.4) shifts per fiscal year after the employee has completed twenty-seven (27) years of service;

**

- (viii) sixteen (16) shifts per fiscal year after the employee has completed twenty-eight (28) years of service;

(c)

**

- (iii) four (4) weeks per fiscal year if the employee has completed between eight (8) and sixteen (16) years of service and has not received, or is not eligible to receive furlough leave;

**

- (iv) four (4) weeks and two (2) days per fiscal year after the employee has completed sixteen (16) years of service;

**

- (vii) five (5) weeks and two (2) days per fiscal year after the employee has completed twenty-seven (27) years of service;

**

- (viii) six (6) weeks per fiscal year after the employee has completed twenty-eight (28) years of service;

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 nine dollars and fifty cents (\$9.50). When continuous overtime extends beyond seven (7) hours, a second (2nd) meal allowance in the amount of nine dollars and fifty cents (\$9.50) shall be provided. Only two (2) meals shall be provided in one (1) 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 nine dollars and fifty cents (\$9.50) shall be paid. Consecutive overtime shifts shall be construed as following scheduled hours of work.

**

Effective August 5, 2002

(b) 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 (2nd) 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.

**

3.03 Unless otherwise informed by the Employer, a statement signed by the employee describing the nature of his or her illness or injury and stating that because of this 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 3.02(a).

Long Service Pay

5.01

**

Period of Service in the Public Service	Annual Amount	
	Date of Signing	August 5, 2002
5 to 9 years	\$640	\$740
10 to 14 years	750	850
15 to 19 years	880	980
20 to 24 years	1010	1110
25 to 29 years	1140	1240
30 years or more	1270	1370

**

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).

**

Nuclear Emergency Response Team

7.02 Firefighters working in firehalls 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"****FR - FIREFIGHTERS GROUP****ANNUAL RATES OF PAY**

(in dollars)

- A) Effective August 5, 2000**
- B) Effective August 5, 2001**
- C) Effective August 5, 2002**

FR - RECRUITMENT RATE

From:	\$	31521	33485
To:	A	32530	34557
	B	33441	35525
	C	34277	36413

FR-1

From:	\$	36038	36966	37915	39168	40456
To:	A	37191	38149	39128	40421	41751
	B	38232	39217	40224	41553	42920
	C	39188	40197	41230	42592	43993

FR-2

From:	\$	39902	41248	42602
To:	A	41179	42568	43965
	B	42332	43760	45196
	C	43390	44854	46326

FR-3

From:	\$	45288
To:	A	46737
	B	48046
	C	49247

FR-4

From:	\$	48137
To:	A	49677
	B	51068
	C	52345

FR-5

From:	\$	51356
To:	A	52999
	B	54483
	C	55845

FR-6

From:	\$	54824
To:	A	56578
	B	58162
	C	59616

**

PAY NOTES

1. The pay increment date for an employee appointed to a position in the bargaining unit on promotion, demotion, or from outside the Public Service after November 25, 1977 shall be the first (1st) Monday following the anniversary of the employee's appointment.
2. The increment period for employees paid in these scales of rates, other than employees paid in the Recruitment Rate scale of rates, is one (1) year.
3. The increment period for employees paid in the Recruitment Rate scale of rates is six (6) months.
4. After completing the second (2nd) 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**

**

Height Pay

8.01 An employee shall be paid a height pay allowance equal to twenty-five (25%) per cent 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"****GL - GENERAL LABOUR & TRADES GROUP****Zone 1 – British Columbia, Yukon, Nunavut and Northwest Territories****Zone 2 – Atlantic, Quebec and Ontario****Zone 3 – Manitoba, Saskatchewan and Alberta****AIRCRAFT MAINTAINING SUB-GROUP (AIM)****HOURLY RATES OF PAY**

(in dollars)

- A) Effective August 5, 2000**
B) Effective August 5, 2001
C) Effective August 5, 2002

ZONE		1	2	3
LEVEL		RATES		
1	From:	14.15	14.15	14.15
	A	14.60	14.60	14.60
	B	15.01	15.01	15.01
	C	15.39	15.39	15.39
2	From:	14.66	14.66	14.66
	A	15.13	15.13	15.13
	B	15.55	15.55	15.55
	C	15.94	15.94	15.94
3	From:	15.14	15.14	15.14
	A	15.62	15.62	15.62
	B	16.06	16.06	16.06
	C	16.46	16.46	16.46
4	From:	15.61	15.61	15.61
	A	16.11	16.11	16.11
	B	16.56	16.56	16.56
	C	16.97	16.97	16.97

5	From:	16.21	16.21	16.21
	A	16.73	16.73	16.73
	B	17.20	17.20	17.20
	C	17.63	17.63	17.63
6	From:	16.75	16.75	16.75
	A	17.29	17.29	17.29
	B	17.77	17.77	17.77
	C	18.21	18.21	18.21
7	From:	17.32	17.32	17.32
	A	17.87	17.87	17.87
	B	18.37	18.37	18.37
	C	18.83	18.83	18.83
8	From:	18.05	18.05	18.05
	A	18.63	18.63	18.63
	B	19.15	19.15	19.15
	C	19.63	19.63	19.63
9	From:	18.74	18.74	18.74
	A	19.34	19.34	19.34
	B	19.88	19.88	19.88
	C	20.38	20.38	20.38
10	From:	19.47	19.47	19.47
	A	20.09	20.09	20.09
	B	20.65	20.65	20.65
	C	21.17	21.17	21.17
11	From:	20.20	20.20	20.20
	A	20.85	20.85	20.85
	B	21.43	21.43	21.43
	C	21.97	21.97	21.97
12	From:	20.92	20.92	20.92
	A	21.59	21.59	21.59
	B	22.19	22.19	22.19
	C	22.74	22.74	22.74

13	From:	21.59	21.59	21.59
	A	22.28	22.28	22.28
	B	22.90	22.90	22.90
	C	23.47	23.47	23.47
14	From:	22.28	22.28	22.28
	A	22.99	22.99	22.99
	B	23.63	23.63	23.63
	C	24.22	24.22	24.22

AMMUNITION WORKING SUB-GROUP (AMW)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	14.04	12.61	12.37
	A	14.49	13.01	12.77
	B	14.90	13.37	13.13
	C	15.27	13.70	13.46
2	From:	14.50	13.07	12.80
	A	14.96	13.49	13.21
	B	15.38	13.87	13.58
	C	15.76	14.22	13.92
3	From:	15.00	13.48	13.24
	A	15.48	13.91	13.66
	B	15.91	14.30	14.04
	C	16.31	14.66	14.39
4	From:	15.51	13.92	13.66
	A	16.01	14.37	14.10
	B	16.46	14.77	14.49
	C	16.87	15.14	14.85
5	From:	16.04	14.40	14.14
	A	16.55	14.86	14.59
	B	17.01	15.28	15.00
	C	17.44	15.66	15.38

6	From:	16.63	14.86	14.64
	A	17.16	15.34	15.11
	B	17.64	15.77	15.53
	C	18.08	16.16	15.92
7	From:	17.17	15.38	15.11
	A	17.72	15.87	15.59
	B	18.22	16.31	16.03
	C	18.68	16.72	16.43
8	From:	17.84	15.97	15.67
	A	18.41	16.48	16.17
	B	18.93	16.94	16.62
	C	19.40	17.36	17.04
9	From:	18.56	16.59	16.26
	A	19.15	17.12	16.78
	B	19.69	17.60	17.25
	C	20.18	18.04	17.68
10	From:	19.24	17.17	16.85
	A	19.86	17.72	17.39
	B	20.42	18.22	17.88
	C	20.93	18.68	18.33
11	From:	19.96	17.80	17.42
	A	20.60	18.37	17.98
	B	21.18	18.88	18.48
	C	21.71	19.35	18.94
12	From:	20.70	18.42	18.05
	A	21.36	19.01	18.63
	B	21.96	19.54	19.15
	C	22.51	20.03	19.63
13	From:	21.38	19.02	18.65
	A	22.06	19.63	19.25
	B	22.68	20.18	19.79
	C	23.25	20.68	20.28

14	From:	22.06	19.65	19.23
	A	22.77	20.28	19.85
	B	23.41	20.85	20.41
	C	24.00	21.37	20.92

BOILER-MAKING AND BLACKSMITHING SUB-GROUP (BOB)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	13.36	12.55	12.55
	A	13.79	12.95	12.95
	B	14.18	13.31	13.31
	C	14.53	13.64	13.64
2	From:	13.79	12.97	12.97
	A	14.23	13.39	13.39
	B	14.63	13.76	13.76
	C	15.00	14.10	14.10
3	From:	14.31	13.40	13.40
	A	14.77	13.83	13.83
	B	15.18	14.22	14.22
	C	15.56	14.58	14.58
4	From:	14.74	13.84	13.84
	A	15.21	14.28	14.28
	B	15.64	14.68	14.68
	C	16.03	15.05	15.05
5	From:	15.26	14.37	14.37
	A	15.75	14.83	14.83
	B	16.19	15.25	15.25
	C	16.59	15.63	15.63

6	From:	15.80	14.82	14.82
	A	16.31	15.29	15.29
	B	16.77	15.72	15.72
	C	17.19	16.11	16.11
7	From:	16.33	15.30	15.30
	A	16.85	15.79	15.79
	B	17.32	16.23	16.23
	C	17.75	16.64	16.64
8	From:	16.98	15.90	15.90
	A	17.52	16.41	16.41
	B	18.01	16.87	16.87
	C	18.46	17.29	17.29
9	From:	17.63	16.50	16.50
	A	18.19	17.03	17.03
	B	18.70	17.51	17.51
	C	19.17	17.95	17.95
10	From:	18.28	17.13	17.13
	A	18.86	17.68	17.68
	B	19.39	18.18	18.18
	C	19.87	18.63	18.63
11	From:	18.93	17.69	17.69
	A	19.54	18.26	18.26
	B	20.09	18.77	18.77
	C	20.59	19.24	19.24
12	From:	19.60	18.34	18.34
	A	20.23	18.93	18.93
	B	20.80	19.46	19.46
	C	21.32	19.95	19.95
13	From:	20.28	18.93	18.93
	A	20.93	19.54	19.54
	B	21.52	20.09	20.09
	C	22.06	20.59	20.59

14	From:	20.94	19.53	19.53
	A	21.61	20.15	20.15
	B	22.22	20.71	20.71
	C	22.78	21.23	21.23

CONSTRUCTION INSPECTING SUB-GROUP (COI)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	13.72	14.40	12.96
	A	14.16	14.86	13.37
	B	14.56	15.28	13.74
	C	14.92	15.66	14.08
2	From:	14.20	14.91	13.40
	A	14.65	15.39	13.83
	B	15.06	15.82	14.22
	C	15.44	16.22	14.58
3	From:	14.71	15.43	13.87
	A	15.18	15.92	14.31
	B	15.61	16.37	14.71
	C	16.00	16.78	15.08
4	From:	15.16	15.94	14.36
	A	15.65	16.45	14.82
	B	16.09	16.91	15.23
	C	16.49	17.33	15.61
5	From:	15.69	16.49	14.82
	A	16.19	17.02	15.29
	B	16.64	17.50	15.72
	C	17.06	17.94	16.11

6	From:	16.26	17.07	15.36
	A	16.78	17.62	15.85
	B	17.25	18.11	16.29
	C	17.68	18.56	16.70
7	From:	16.80	17.65	15.84
	A	17.34	18.21	16.35
	B	17.83	18.72	16.81
	C	18.28	19.19	17.23
8	From:	17.44	18.37	16.45
	A	18.00	18.96	16.98
	B	18.50	19.49	17.46
	C	18.96	19.98	17.90
9	From:	18.15	19.09	17.11
	A	18.73	19.70	17.66
	B	19.25	20.25	18.15
	C	19.73	20.76	18.60
10	From:			
	A			
	B			
	C			
11	From:			
	A			
	B			
	C			
12	From:			
	A			
	B			
	C			
13	From:			
	A			
	B			
	C			

14

From:

A

B

C

CONSTRUCTION INSPECTING SUB-GROUP (COI)
(CONSTRUCTION INSPECTOR)
HOURLY RATES OF PAY
(in dollars)

- A) **Effective August 5, 2000**
- B) **Effective August 5, 2001**
- C) **Effective August 5, 2002**

ZONE	1	2	3
LEVEL	RATES		
1	From: A B C		
2	From: A B C		
3	From: A B C		
4	From: A B C		
5	From: A B C		

6	From: A B C			
7	From: A B C			
8	From: A B C			
9	From: A B C	20.34 20.99 21.58 22.12	19.60 20.23 20.80 21.32	18.32 18.91 19.44 19.93
10	From: A B C	21.12 21.80 22.41 22.97	20.35 21.00 21.59 22.13	18.99 19.60 20.15 20.65
11	From: A B C	21.90 22.60 23.23 23.81	21.10 21.78 22.39 22.95	19.70 20.33 20.90 21.42
12	From: A B C	22.68 23.41 24.07 24.67	21.85 22.55 23.18 23.76	20.38 21.03 21.62 22.16
13	From: A B C	23.46 24.21 24.89 25.51	22.60 23.32 23.97 24.57	21.10 21.78 22.39 22.95

14	From:	24.26	23.37	21.80
	A	25.04	24.12	22.50
	B	25.74	24.80	23.13
	C	26.38	25.42	23.71

ELECTRICAL INSTALLING AND MAINTAINING SUB-GROUP (EIM)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	14.78	14.32	12.78
	A	15.25	14.78	13.19
	B	15.68	15.19	13.56
	C	16.07	15.57	13.90
2	From:	15.29	14.82	13.24
	A	15.78	15.29	13.66
	B	16.22	15.72	14.04
	C	16.63	16.11	14.39
3	From:	15.81	15.30	13.68
	A	16.32	15.79	14.12
	B	16.78	16.23	14.52
	C	17.20	16.64	14.88
4	From:	16.37	15.84	14.14
	A	16.89	16.35	14.59
	B	17.36	16.81	15.00
	C	17.79	17.23	15.38
5	From:	16.91	16.40	14.65
	A	17.45	16.92	15.12
	B	17.94	17.39	15.54
	C	18.39	17.82	15.93

6	From:	17.55	16.98	15.14
	A	18.11	17.52	15.62
	B	18.62	18.01	16.06
	C	19.09	18.46	16.46
7	From:	18.16	17.55	15.61
	A	18.74	18.11	16.11
	B	19.26	18.62	16.56
	C	19.74	19.09	16.97
8	From:	18.91	18.28	16.24
	A	19.52	18.86	16.76
	B	20.07	19.39	17.23
	C	20.57	19.87	17.66
9	From:	19.67	18.98	16.84
	A	20.30	19.59	17.38
	B	20.87	20.14	17.87
	C	21.39	20.64	18.32
10	From:	20.39	19.72	17.43
	A	21.04	20.35	17.99
	B	21.63	20.92	18.49
	C	22.17	21.44	18.95
11	From:			
	A			
	B			
	C			
12	From:			
	A			
	B			
	C			
13	From:			
	A			
	B			
	C			

14

From:

A

B

C

ELECTRICAL INSTALLING AND MAINTAINING SUB-GROUP (EIM)
(ELECTRICIAN)
HOURLY RATES OF PAY
(in dollars)

- A) **Effective August 5, 2000**
B) **Effective August 5, 2001**
C) **Effective August 5, 2002**

ZONE	1	2	3
LEVEL	RATES		
1	From: A B C		
2	From: A B C		
3	From: A B C		
4	From: A B C		
5	From: A B C		

6	From: A B C			
7	From: A B C			
8	From: A B C			
9	From: A B C			
10	From: A B C	20.94 21.61 22.22 22.78	20.24 20.89 21.47 22.01	18.78 19.38 19.92 20.42
11	From: A B C	21.70 22.39 23.02 23.60	20.96 21.63 22.24 22.80	19.48 20.10 20.66 21.18
12	From: A B C	22.48 23.20 23.85 24.45	21.72 22.42 23.05 23.63	20.20 20.85 21.43 21.97
13	From: A B C	23.26 24.00 24.67 25.29	22.48 23.20 23.85 24.45	20.89 21.56 22.16 22.71

14	From:	24.02	23.24	21.54
	A	24.79	23.98	22.23
	B	25.48	24.65	22.85
	C	26.12	25.27	23.42

ELEMENTAL SUB-GROUP (ELE)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	13.40	12.80	12.31
	A	13.83	13.21	12.70
	B	14.22	13.58	13.06
	C	14.58	13.92	13.39
2	From:	13.92	13.24	12.74
	A	14.37	13.66	13.15
	B	14.77	14.04	13.52
	C	15.14	14.39	13.86
3	From:	14.39	13.69	13.16
	A	14.85	14.13	13.58
	B	15.27	14.53	13.96
	C	15.65	14.89	14.31
4	From:	14.82	14.14	13.59
	A	15.29	14.59	14.02
	B	15.72	15.00	14.41
	C	16.11	15.38	14.77
5	From:	15.38	14.65	14.07
	A	15.87	15.12	14.52
	B	16.31	15.54	14.93
	C	16.72	15.93	15.30

6	From:	15.89	15.14	14.54
	A	16.40	15.62	15.01
	B	16.86	16.06	15.43
	C	17.28	16.46	15.82
7	From:	16.42	15.61	14.99
	A	16.95	16.11	15.47
	B	17.42	16.56	15.90
	C	17.86	16.97	16.30
8	From:	17.07	16.24	15.59
	A	17.62	16.76	16.09
	B	18.11	17.23	16.54
	C	18.56	17.66	16.95
9	From:	17.69	16.85	16.20
	A	18.26	17.39	16.72
	B	18.77	17.88	17.19
	C	19.24	18.33	17.62
10	From:	18.39	17.43	16.75
	A	18.98	17.99	17.29
	B	19.51	18.49	17.77
	C	20.00	18.95	18.21
11	From:	19.07	18.07	17.33
	A	19.68	18.65	17.88
	B	20.23	19.17	18.38
	C	20.74	19.65	18.84
12	From:	19.72	18.71	17.91
	A	20.35	19.31	18.48
	B	20.92	19.85	19.00
	C	21.44	20.35	19.48
13	From:	20.39	19.33	18.56
	A	21.04	19.95	19.15
	B	21.63	20.51	19.69
	C	22.17	21.02	20.18

14	From:	21.04	19.95	19.16
	A	21.71	20.59	19.77
	B	22.32	21.17	20.32
	C	22.88	21.70	20.83

GRAIN HANDLERS AND WEIGHPERSONS SUB-GROUP (GHW)

HOURLY RATES OF PAY

(in dollars)

- A) Effective August 5, 2000
- B) Effective August 5, 2001
- C) Effective August 5, 2002

ZONE		1	2	3
LEVEL		RATES		
1	From:			
	A			
	B			
	C			
2	From:			
	A			
	B			
	C			
3	From:	16.61		15.44
	A	17.14		15.93
	B	17.62		16.38
	C	18.06		16.79
4	From:	17.14	15.86	15.90
	A	17.69	16.37	16.41
	B	18.19	16.83	16.87
	C	18.64	17.25	17.29
5	From:	17.69	16.40	16.44
	A	18.26	16.92	16.97
	B	18.77	17.39	17.45
	C	19.24	17.82	17.89

6	From:	18.32	16.91	17.00
	A	18.91	17.45	17.54
	B	19.44	17.94	18.03
	C	19.93	18.39	18.48
7	From:	18.89	17.44	17.46
	A	19.49	18.00	18.02
	B	20.04	18.50	18.52
	C	20.54	18.96	18.98
8	From:	19.65	18.14	18.16
	A	20.28	18.72	18.74
	B	20.85	19.24	19.26
	C	21.37	19.72	19.74
9	From:			
	A			
	B			
	C			
10	From:	20.70	19.04	19.08
	A	21.36	19.65	19.69
	B	21.96	20.20	20.24
	C	22.51	20.71	20.75
11	From:	20.76		19.76
	A	21.42		20.39
	B	22.02		20.96
	C	22.57		21.48
12	From:	21.72	19.95	20.42
	A	22.42	20.59	21.07
	B	23.05	21.17	21.66
	C	23.63	21.70	22.20
13	From:			
	A			
	B			
	C			

14 From:
 A
 B
 C

INSTRUMENT MAINTAINING SUB-GROUP (INM)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	13.69	13.48	12.54
	A	14.13	13.91	12.94
	B	14.53	14.30	13.30
	C	14.89	14.66	13.63
2	From:	14.17	13.95	12.97
	A	14.62	14.40	13.39
	B	15.03	14.80	13.76
	C	15.41	15.17	14.10
3	From:	14.66	14.41	13.40
	A	15.13	14.87	13.83
	B	15.55	15.29	14.22
	C	15.94	15.67	14.58
4	From:	15.14	14.86	13.82
	A	15.62	15.34	14.26
	B	16.06	15.77	14.66
	C	16.46	16.16	15.03
5	From:	15.67	15.43	14.37
	A	16.17	15.92	14.83
	B	16.62	16.37	15.25
	C	17.04	16.78	15.63

6	From:	16.24	15.95	14.82
	A	16.76	16.46	15.29
	B	17.23	16.92	15.72
	C	17.66	17.34	16.11
7	From:	16.75	16.49	15.29
	A	17.29	17.02	15.78
	B	17.77	17.50	16.22
	C	18.21	17.94	16.63
8	From:	17.42	17.14	15.90
	A	17.98	17.69	16.41
	B	18.48	18.19	16.87
	C	18.94	18.64	17.29
9	From:	18.11	17.80	16.49
	A	18.69	18.37	17.02
	B	19.21	18.88	17.50
	C	19.69	19.35	17.94
10	From:	18.78	18.45	17.11
	A	19.38	19.04	17.66
	B	19.92	19.57	18.15
	C	20.42	20.06	18.60
11	From:	19.47	19.16	17.67
	A	20.09	19.77	18.24
	B	20.65	20.32	18.75
	C	21.17	20.83	19.22
12	From:	20.17	19.80	18.32
	A	20.82	20.43	18.91
	B	21.40	21.00	19.44
	C	21.94	21.53	19.93
13	From:	20.82	20.48	18.91
	A	21.49	21.14	19.52
	B	22.09	21.73	20.07
	C	22.64	22.27	20.57

14	From:	21.52	21.18	19.51
	A	22.21	21.86	20.13
	B	22.83	22.47	20.69
	C	23.40	23.03	21.21

MACHINERY MAINTAINING SUB-GROUP (MAM)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	14.42	13.36	13.33
	A	14.88	13.79	13.76
	B	15.30	14.18	14.15
	C	15.68	14.53	14.50
2	From:	14.96	13.79	13.77
	A	15.44	14.23	14.21
	B	15.87	14.63	14.61
	C	16.27	15.00	14.98
3	From:	15.47	14.31	14.22
	A	15.97	14.77	14.68
	B	16.42	15.18	15.09
	C	16.83	15.56	15.47
4	From:	15.98	14.74	14.71
	A	16.49	15.21	15.18
	B	16.95	15.64	15.61
	C	17.37	16.03	16.00
5	From:	16.55	15.26	15.21
	A	17.08	15.75	15.70
	B	17.56	16.19	16.14
	C	18.00	16.59	16.54

6	From:	17.14	15.80	15.74
	A	17.69	16.31	16.24
	B	18.19	16.77	16.69
	C	18.64	17.19	17.11
7	From:	17.71	16.30	16.26
	A	18.28	16.82	16.78
	B	18.79	17.29	17.25
	C	19.26	17.72	17.68
8	From:	18.44	16.98	16.89
	A	19.03	17.52	17.43
	B	19.56	18.01	17.92
	C	20.05	18.46	18.37
9	From:	19.18	17.63	17.55
	A	19.79	18.19	18.11
	B	20.34	18.70	18.62
	C	20.85	19.17	19.09
10	From:	19.92	18.28	18.21
	A	20.56	18.86	18.79
	B	21.14	19.39	19.32
	C	21.67	19.87	19.80
11	From:	20.64	18.93	18.87
	A	21.30	19.54	19.47
	B	21.90	20.09	20.02
	C	22.45	20.59	20.52
12	From:	21.38	19.59	19.51
	A	22.06	20.22	20.13
	B	22.68	20.79	20.69
	C	23.25	21.31	21.21
13	From:	22.10	20.26	20.21
	A	22.81	20.91	20.86
	B	23.45	21.50	21.44
	C	24.04	22.04	21.98

14	From:	22.82	20.94	20.82
	A	23.55	21.61	21.49
	B	24.21	22.22	22.09
	C	24.82	22.78	22.64

MANIPULATING SUB-GROUP (MAN)**HOURLY RATES OF PAY**

(in dollars)

- A) Effective August 5, 2000
 B) Effective August 5, 2001
 C) Effective August 5, 2002

ZONE		1	2	3
LEVEL		RATES		
1	From:	14.65	13.55	13.36
	A	15.12	13.98	13.79
	B	15.54	14.37	14.18
	C	15.93	14.73	14.53
2	From:	15.15	14.00	13.82
	A	15.63	14.45	14.26
	B	16.07	14.85	14.66
	C	16.47	15.22	15.03
3	From:	15.66	14.45	14.31
	A	16.16	14.91	14.77
	B	16.61	15.33	15.18
	C	17.03	15.71	15.56
4	From:	16.21	14.95	14.78
	A	16.73	15.43	15.25
	B	17.20	15.86	15.68
	C	17.63	16.26	16.07
5	From:	16.76	15.47	15.26
	A	17.30	15.97	15.75
	B	17.78	16.42	16.19
	C	18.22	16.83	16.59

6	From:	17.34	16.00	15.80
	A	17.89	16.51	16.31
	B	18.39	16.97	16.77
	C	18.85	17.39	17.19
7	From:	17.92	16.52	16.37
	A	18.49	17.05	16.89
	B	19.01	17.53	17.36
	C	19.49	17.97	17.79
8	From:	18.71	17.18	17.00
	A	19.31	17.73	17.54
	B	19.85	18.23	18.03
	C	20.35	18.69	18.48
9	From:	19.42	17.84	17.64
	A	20.04	18.41	18.20
	B	20.60	18.93	18.71
	C	21.12	19.40	19.18
10	From:	20.19	18.53	18.32
	A	20.84	19.12	18.91
	B	21.42	19.66	19.44
	C	21.96	20.15	19.93
11	From:	20.93	19.20	18.95
	A	21.60	19.81	19.56
	B	22.20	20.36	20.11
	C	22.76	20.87	20.61
12	From:	21.66	19.86	19.65
	A	22.35	20.50	20.28
	B	22.98	21.07	20.85
	C	23.55	21.60	21.37
13	From:	22.44	20.54	20.32
	A	23.16	21.20	20.97
	B	23.81	21.79	21.56
	C	24.41	22.33	22.10

14	From:	23.15	21.21	20.96
	A	23.89	21.89	21.63
	B	24.56	22.50	22.24
	C	25.17	23.06	22.80

MACHINE TENDING SUB-GROUP (MAT)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	13.40	12.80	12.31
	A	13.83	13.21	12.70
	B	14.22	13.58	13.06
	C	14.58	13.92	13.39
2	From:	13.92	13.24	12.74
	A	14.37	13.66	13.15
	B	14.77	14.04	13.52
	C	15.14	14.39	13.86
3	From:	14.39	13.69	13.16
	A	14.85	14.13	13.58
	B	15.27	14.53	13.96
	C	15.65	14.89	14.31
4	From:	14.82	14.14	13.59
	A	15.29	14.59	14.02
	B	15.72	15.00	14.41
	C	16.11	15.38	14.77
5	From:	15.38	14.65	14.07
	A	15.87	15.12	14.52
	B	16.31	15.54	14.93
	C	16.72	15.93	15.30

6	From:	15.89	15.14	14.54
	A	16.40	15.62	15.01
	B	16.86	16.06	15.43
	C	17.28	16.46	15.82
7	From:	16.42	15.61	14.99
	A	16.95	16.11	15.47
	B	17.42	16.56	15.90
	C	17.86	16.97	16.30
8	From:	17.07	16.24	15.59
	A	17.62	16.76	16.09
	B	18.11	17.23	16.54
	C	18.56	17.66	16.95
9	From:	17.69	16.85	16.20
	A	18.26	17.39	16.72
	B	18.77	17.88	17.19
	C	19.24	18.33	17.62
10	From:	18.39	17.43	16.75
	A	18.98	17.99	17.29
	B	19.51	18.49	17.77
	C	20.00	18.95	18.21
11	From:	19.07	18.07	17.33
	A	19.68	18.65	17.88
	B	20.23	19.17	18.38
	C	20.74	19.65	18.84
12	From:	19.72	18.71	17.91
	A	20.35	19.31	18.48
	B	20.92	19.85	19.00
	C	21.44	20.35	19.48
13	From:	20.39	19.33	18.56
	A	21.04	19.95	19.15
	B	21.63	20.51	19.69
	C	22.17	21.02	20.18

14	From:	21.04	19.95	19.16
	A	21.71	20.59	19.77
	B	22.32	21.17	20.32
	C	22.88	21.70	20.83

MACHINE DRIVING-OPERATING SUB-GROUP (MDO)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	13.62	12.60	11.90
	A	14.06	13.00	12.28
	B	14.45	13.36	12.62
	C	14.81	13.69	12.94
2	From:	14.11	13.05	12.31
	A	14.56	13.47	12.70
	B	14.97	13.85	13.06
	C	15.34	14.20	13.39
3	From:	14.57	13.45	12.70
	A	15.04	13.88	13.11
	B	15.46	14.27	13.48
	C	15.85	14.63	13.82
4	From:	15.06	13.92	13.11
	A	15.54	14.37	13.53
	B	15.98	14.77	13.91
	C	16.38	15.14	14.26
5	From:	15.90	14.71	13.84
	A	16.41	15.18	14.28
	B	16.87	15.61	14.68
	C	17.29	16.00	15.05

6	From:	16.45	15.18	14.32
	A	16.98	15.67	14.78
	B	17.46	16.11	15.19
	C	17.90	16.51	15.57
7	From:	17.02	15.67	14.79
	A	17.56	16.17	15.26
	B	18.05	16.62	15.69
	C	18.50	17.04	16.08
8	From:	17.69	16.28	15.36
	A	18.26	16.80	15.85
	B	18.77	17.27	16.29
	C	19.24	17.70	16.70
9	From:	18.37	16.89	15.90
	A	18.96	17.43	16.41
	B	19.49	17.92	16.87
	C	19.98	18.37	17.29
10	From:	19.08	17.50	16.49
	A	19.69	18.06	17.02
	B	20.24	18.57	17.50
	C	20.75	19.03	17.94
11	From:	19.76	18.15	17.03
	A	20.39	18.73	17.57
	B	20.96	19.25	18.06
	C	21.48	19.73	18.51
12	From:	20.48	18.76	17.63
	A	21.14	19.36	18.19
	B	21.73	19.90	18.70
	C	22.27	20.40	19.17
13	From:	21.19	19.39	18.21
	A	21.87	20.01	18.79
	B	22.48	20.57	19.32
	C	23.04	21.08	19.80

14	From:	21.86	20.00	18.78
	A	22.56	20.64	19.38
	B	23.19	21.22	19.92
	C	23.77	21.75	20.42

MACHINE OPERATING-CONTROLLING SUB-GROUP (MOC)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	14.36	13.25	13.56
	A	14.82	13.67	13.99
	B	15.23	14.05	14.38
	C	15.61	14.40	14.74
2	From:	14.84	13.70	14.04
	A	15.31	14.14	14.49
	B	15.74	14.54	14.90
	C	16.13	14.90	15.27
3	From:	15.36	14.19	14.50
	A	15.85	14.64	14.96
	B	16.29	15.05	15.38
	C	16.70	15.43	15.76
4	From:	15.84	14.66	14.97
	A	16.35	15.13	15.45
	B	16.81	15.55	15.88
	C	17.23	15.94	16.28
5	From:	16.42	15.16	15.51
	A	16.95	15.65	16.01
	B	17.42	16.09	16.46
	C	17.86	16.49	16.87

6	From:	17.01	15.67	16.04
	A	17.55	16.17	16.55
	B	18.04	16.62	17.01
	C	18.49	17.04	17.44
7	From:	17.60	16.21	16.59
	A	18.16	16.73	17.12
	B	18.67	17.20	17.60
	C	19.14	17.63	18.04
8	From:	18.32	16.85	17.23
	A	18.91	17.39	17.78
	B	19.44	17.88	18.28
	C	19.93	18.33	18.74
9	From:	19.02	17.45	17.89
	A	19.63	18.01	18.46
	B	20.18	18.51	18.98
	C	20.68	18.97	19.45
10	From:	19.75	18.14	18.58
	A	20.38	18.72	19.17
	B	20.95	19.24	19.71
	C	21.47	19.72	20.20
11	From:	20.48	18.78	19.24
	A	21.14	19.38	19.86
	B	21.73	19.92	20.42
	C	22.27	20.42	20.93
12	From:	21.19	19.46	19.93
	A	21.87	20.08	20.57
	B	22.48	20.64	21.15
	C	23.04	21.16	21.68
13	From:	21.90	20.10	20.60
	A	22.60	20.74	21.26
	B	23.23	21.32	21.86
	C	23.81	21.85	22.41

14	From:	22.63	20.77	21.26
	A	23.35	21.43	21.94
	B	24.00	22.03	22.55
	C	24.60	22.58	23.11

MACHINE, TOOL-MAKING AND ENGRAVING SUB-GROUP (MST)**HOURLY RATES OF PAY**

(in dollars)

- A) Effective August 5, 2000
 B) Effective August 5, 2001
 C) Effective August 5, 2002

ZONE		1	2	3
LEVEL		RATES		
1	From:	13.20	12.26	12.51
	A	13.62	12.65	12.91
	B	14.00	13.00	13.27
	C	14.35	13.33	13.60
2	From:	13.66	12.69	12.95
	A	14.10	13.10	13.36
	B	14.49	13.47	13.73
	C	14.85	13.81	14.07
3	From:	14.14	13.11	13.37
	A	14.59	13.53	13.80
	B	15.00	13.91	14.19
	C	15.38	14.26	14.54
4	From:	14.57	13.55	13.79
	A	15.04	13.98	14.23
	B	15.46	14.37	14.63
	C	15.85	14.73	15.00
5	From:	15.11	13.99	14.32
	A	15.59	14.44	14.78
	B	16.03	14.84	15.19
	C	16.43	15.21	15.57

6	From:	15.61	14.45	14.80
	A	16.11	14.91	15.27
	B	16.56	15.33	15.70
	C	16.97	15.71	16.09
7	From:	16.13	14.95	15.26
	A	16.65	15.43	15.75
	B	17.12	15.86	16.19
	C	17.55	16.26	16.59
8	From:	16.76	15.51	15.84
	A	17.30	16.01	16.35
	B	17.78	16.46	16.81
	C	18.22	16.87	17.23
9	From:	17.41	16.08	16.44
	A	17.97	16.59	16.97
	B	18.47	17.05	17.45
	C	18.93	17.48	17.89
10	From:	18.06	16.68	17.05
	A	18.64	17.21	17.60
	B	19.16	17.69	18.09
	C	19.64	18.13	18.54
11	From:	18.68	17.26	17.64
	A	19.28	17.81	18.20
	B	19.82	18.31	18.71
	C	20.32	18.77	19.18
12	From:	19.34	17.81	18.24
	A	19.96	18.38	18.82
	B	20.52	18.89	19.35
	C	21.03	19.36	19.83
13	From:	19.99	18.42	18.86
	A	20.63	19.01	19.46
	B	21.21	19.54	20.00
	C	21.74	20.03	20.50

14	From:	20.68	19.02	19.47
	A	21.34	19.63	20.09
	B	21.94	20.18	20.65
	C	22.49	20.68	21.17

PAINTING & CONSTRUCTION FINISHING SUB-GROUP (PCF)**HOURLY RATES OF PAY**

(in dollars)

- A) Effective August 5, 2000
- B) Effective August 5, 2001
- C) Effective August 5, 2002

ZONE		1	2	3
LEVEL		RATES		
1	From:			
	A			
	B			
	C			
2	From:			
	A			
	B			
	C			
3	From:			
	A			
	B			
	C			
4	From:			
	A			
	B			
	C			
5	From:			
	A			
	B			
	C			

6	From:	18.91	16.87	17.46
	A	19.52	17.41	18.02
	B	20.07	17.90	18.52
	C	20.57	18.35	18.98
7	From:	19.57	17.42	18.08
	A	20.20	17.98	18.66
	B	20.77	18.48	19.18
	C	21.29	18.94	19.66
8	From:	20.38	18.14	18.86
	A	21.03	18.72	19.46
	B	21.62	19.24	20.00
	C	22.16	19.72	20.50
9	From:	21.21	18.87	19.59
	A	21.89	19.47	20.22
	B	22.50	20.02	20.79
	C	23.06	20.52	21.31
10	From:	22.04	19.57	20.34
	A	22.75	20.20	20.99
	B	23.39	20.77	21.58
	C	23.97	21.29	22.12
11	From:	22.83	20.28	21.10
	A	23.56	20.93	21.78
	B	24.22	21.52	22.39
	C	24.83	22.06	22.95
12	From:	23.66	21.00	21.84
	A	24.42	21.67	22.54
	B	25.10	22.28	23.17
	C	25.73	22.84	23.75
13	From:	24.48	21.72	22.58
	A	25.26	22.42	23.30
	B	25.97	23.05	23.95
	C	26.62	23.63	24.55

14	From:	25.29	22.46	23.30
	A	26.10	23.18	24.05
	B	26.83	23.83	24.72
	C	27.50	24.43	25.34

PIPEFITTING SUB-GROUP (PIP)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	14.06	14.80	12.89
	A	14.51	15.27	13.30
	B	14.92	15.70	13.67
	C	15.29	16.09	14.01
2	From:	14.54	15.30	13.33
	A	15.01	15.79	13.76
	B	15.43	16.23	14.15
	C	15.82	16.64	14.50
3	From:	15.02	15.86	13.77
	A	15.50	16.37	14.21
	B	15.93	16.83	14.61
	C	16.33	17.25	14.98
4	From:	15.54	16.39	14.20
	A	16.04	16.91	14.65
	B	16.49	17.38	15.06
	C	16.90	17.81	15.44
5	From:	16.08	17.00	14.73
	A	16.59	17.54	15.20
	B	17.05	18.03	15.63
	C	17.48	18.48	16.02

6	From:	16.65	17.61	15.23
	A	17.18	18.17	15.72
	B	17.66	18.68	16.16
	C	18.10	19.15	16.56
7	From:	17.18	18.17	15.73
	A	17.73	18.75	16.23
	B	18.23	19.28	16.68
	C	18.69	19.76	17.10
8	From:	17.89	18.93	16.37
	A	18.46	19.54	16.89
	B	18.98	20.09	17.36
	C	19.45	20.59	17.79
9	From:	18.62	19.70	16.91
	A	19.22	20.33	17.45
	B	19.76	20.90	17.94
	C	20.25	21.42	18.39
10	From:	19.32	20.42	17.60
	A	19.94	21.07	18.16
	B	20.50	21.66	18.67
	C	21.01	22.20	19.14
11	From:	19.99	21.21	18.21
	A	20.63	21.89	18.79
	B	21.21	22.50	19.32
	C	21.74	23.06	19.80
12	From:	20.74	21.95	18.85
	A	21.40	22.65	19.45
	B	22.00	23.28	19.99
	C	22.55	23.86	20.49
13	From:	21.43	22.70	19.47
	A	22.12	23.43	20.09
	B	22.74	24.09	20.65
	C	23.31	24.69	21.17

14	From:	22.13	23.46	20.10
	A	22.84	24.21	20.74
	B	23.48	24.89	21.32
	C	24.07	25.51	21.85

PIPEFITTING SUB-GROUP (PIP)
(PIPEFITTER AND PLUMBER)
HOURLY RATES OF PAY
(in dollars)

- A) **Effective August 5, 2000**
B) **Effective August 5, 2001**
C) **Effective August 5, 2002**

ZONE	1	2	3
LEVEL	RATES		
1	From: A B C		
2	From: A B C		
3	From: A B C		
4	From: A B C		
5	From: A B C		

6	From: A B C			
7	From: A B C			
8	From: A B C			
9	From: A B C	20.53 21.19 21.78 22.32	20.23 20.88 21.46 22.00	19.08 19.69 20.24 20.75
10	From: A B C	21.36 22.04 22.66 23.23	20.98 21.65 22.26 22.82	19.80 20.43 21.00 21.53
11	From: A B C	22.12 22.83 23.47 24.06	21.79 22.49 23.12 23.70	20.50 21.16 21.75 22.29
12	From: A B C	22.90 23.63 24.29 24.90	22.53 23.25 23.90 24.50	21.22 21.90 22.51 23.07
13	From: A B C	23.70 24.46 25.14 25.77	23.29 24.04 24.71 25.33	21.95 22.65 23.28 23.86

14	From:	24.47	24.06	22.70
	A	25.25	24.83	23.43
	B	25.96	25.53	24.09
	C	26.61	26.17	24.69

PRECISION WORKING SUB-GROUP (PRW)
(PAINTER, BRICKLAYER, STONEMASON AND PLASTERER)
HOURLY RATES OF PAY
(in dollars)

- A) Effective August 5, 2000**
- B) Effective August 5, 2001**
- C) Effective August 5, 2002**

ZONE	1	2	3
LEVEL	RATES		
1	From: A B C		
2	From: A B C		
3	From: A B C		
4	From: A B C		
5	From: A B C		

6	From:	18.91	16.87	17.46
	A	19.52	17.41	18.02
	B	20.07	17.90	18.52
	C	20.57	18.35	18.98
7	From:	19.57	17.42	18.08
	A	20.20	17.98	18.66
	B	20.77	18.48	19.18
	C	21.29	18.94	19.66
8	From:	20.38	18.14	18.86
	A	21.03	18.72	19.46
	B	21.62	19.24	20.00
	C	22.16	19.72	20.50
9	From:	21.21	18.87	19.59
	A	21.89	19.47	20.22
	B	22.50	20.02	20.79
	C	23.06	20.52	21.31
10	From:	22.04	19.57	20.34
	A	22.75	20.20	20.99
	B	23.39	20.77	21.58
	C	23.97	21.29	22.12
11	From:	22.83	20.28	21.10
	A	23.56	20.93	21.78
	B	24.22	21.52	22.39
	C	24.83	22.06	22.95
12	From:	23.66	21.00	21.84
	A	24.42	21.67	22.54
	B	25.10	22.28	23.17
	C	25.73	22.84	23.75
13	From:	24.48	21.72	22.58
	A	25.26	22.42	23.30
	B	25.97	23.05	23.95
	C	26.62	23.63	24.55

14	From:	25.29	22.46	23.30
	A	26.10	23.18	24.05
	B	26.83	23.83	24.72
	C	27.50	24.43	25.34

PRECISION WORKING SUB-GROUP (PRW)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	14.66	13.56	13.37
	A	15.13	13.99	13.80
	B	15.55	14.38	14.19
	C	15.94	14.74	14.54
2	From:	15.16	14.04	13.84
	A	15.65	14.49	14.28
	B	16.09	14.90	14.68
	C	16.49	15.27	15.05
3	From:	15.67	14.50	14.32
	A	16.17	14.96	14.78
	B	16.62	15.38	15.19
	C	17.04	15.76	15.57
4	From:	16.21	14.96	14.79
	A	16.73	15.44	15.26
	B	17.20	15.87	15.69
	C	17.63	16.27	16.08
5	From:	16.76	15.49	15.29
	A	17.30	15.99	15.78
	B	17.78	16.44	16.22
	C	18.22	16.85	16.63

6	From:	17.39	16.01	15.81
	A	17.95	16.52	16.32
	B	18.45	16.98	16.78
	C	18.91	17.40	17.20
7	From:	17.95	16.59	16.38
	A	18.52	17.12	16.90
	B	19.04	17.60	17.37
	C	19.52	18.04	17.80
8	From:	18.73	17.19	17.01
	A	19.33	17.74	17.55
	B	19.87	18.24	18.04
	C	20.37	18.70	18.49
9	From:	19.47	17.88	17.65
	A	20.09	18.45	18.21
	B	20.65	18.97	18.72
	C	21.17	19.44	19.19
10	From:	20.23	18.58	18.33
	A	20.88	19.17	18.92
	B	21.46	19.71	19.45
	C	22.00	20.20	19.94
11	From:	20.96	19.24	18.95
	A	21.63	19.86	19.56
	B	22.24	20.42	20.11
	C	22.80	20.93	20.61
12	From:	21.70	19.92	19.65
	A	22.39	20.56	20.28
	B	23.02	21.14	20.85
	C	23.60	21.67	21.37
13	From:	22.45	20.60	20.32
	A	23.17	21.26	20.97
	B	23.82	21.86	21.56
	C	24.42	22.41	22.10

14	From:	23.21	21.26	20.98
	A	23.95	21.94	21.65
	B	24.62	22.55	22.26
	C	25.24	23.11	22.82

**SHEET METAL WORKING SUB-GROUP (SMW)
 (SHEET METAL WORKER)
 HOURLY RATES OF PAY
 (in dollars)**

- A) Effective August 5, 2000**
- B) Effective August 5, 2001**
- C) Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From: A B C			
2	From: A B C			
3	From: A B C			
4	From: A B C			
5	From: A B C			

6	From: A B C			
7	From: A B C	20.42 21.07 21.66 22.20	17.31 17.86 18.36 18.82	18.36 18.95 19.48 19.97
8	From: A B C	21.26 21.94 22.55 23.11	18.01 18.59 19.11 19.59	19.16 19.77 20.32 20.83
9	From: A B C	22.13 22.84 23.48 24.07	18.73 19.33 19.87 20.37	19.87 20.51 21.08 21.61
10	From: A B C	22.99 23.73 24.39 25.00	19.42 20.04 20.60 21.12	20.68 21.34 21.94 22.49
11	From: A B C	23.85 24.61 25.30 25.93	20.11 20.75 21.33 21.86	21.40 22.08 22.70 23.27
12	From: A B C	24.70 25.49 26.20 26.86	20.82 21.49 22.09 22.64	22.17 22.88 23.52 24.11
13	From: A B C	25.55 26.37 27.11 27.79	21.54 22.23 22.85 23.42	22.95 23.68 24.34 24.95

14	From:	26.40	22.26	23.70
	A	27.24	22.97	24.46
	B	28.00	23.61	25.14
	C	28.70	24.20	25.77

SHEET METAL WORKING SUB-GROUP (SMW)**HOURLY RATES OF PAY**

(in dollars)

- A) Effective August 5, 2000
 B) Effective August 5, 2001
 C) Effective August 5, 2002

ZONE		1	2	3
LEVEL		RATES		
1	From:	15.67	13.69	13.76
	A	16.17	14.13	14.20
	B	16.62	14.53	14.60
	C	17.04	14.89	14.97
2	From:	16.25	14.17	14.22
	A	16.77	14.62	14.68
	B	17.24	15.03	15.09
	C	17.67	15.41	15.47
3	From:	16.80	14.66	14.72
	A	17.34	15.13	15.19
	B	17.83	15.55	15.62
	C	18.28	15.94	16.01
4	From:	17.34	15.15	15.18
	A	17.89	15.63	15.67
	B	18.39	16.07	16.11
	C	18.85	16.47	16.51
5	From:	18.01	15.67	15.74
	A	18.59	16.17	16.24
	B	19.11	16.62	16.69
	C	19.59	17.04	17.11

6	From:	18.68	16.24	16.27
	A	19.28	16.76	16.79
	B	19.82	17.23	17.26
	C	20.32	17.66	17.69
7	From:	19.33	16.75	16.84
	A	19.95	17.29	17.38
	B	20.51	17.77	17.87
	C	21.02	18.21	18.32
8	From:	20.11	17.42	17.45
	A	20.75	17.98	18.01
	B	21.33	18.48	18.51
	C	21.86	18.94	18.97
9	From:	20.94	18.11	18.16
	A	21.61	18.69	18.74
	B	22.22	19.21	19.26
	C	22.78	19.69	19.74
10	From:	21.75	18.78	18.87
	A	22.45	19.38	19.47
	B	23.08	19.92	20.02
	C	23.66	20.42	20.52
11	From:	22.55	19.47	19.53
	A	23.27	20.09	20.15
	B	23.92	20.65	20.71
	C	24.52	21.17	21.23
12	From:	23.31	20.17	20.24
	A	24.06	20.82	20.89
	B	24.73	21.40	21.47
	C	25.35	21.94	22.01
13	From:	24.14	20.82	20.93
	A	24.91	21.49	21.60
	B	25.61	22.09	22.20
	C	26.25	22.64	22.76

14	From:	24.97	21.51	21.64
	A	25.77	22.20	22.33
	B	26.49	22.82	22.96
	C	27.15	23.39	23.53

VEHICLE & HEAVY EQUIPMENT MAINTAINING SUB-GROUP (VHE)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	14.42	13.24	12.80
	A	14.88	13.66	13.21
	B	15.30	14.04	13.58
	C	15.68	14.39	13.92
2	From:	14.96	13.70	13.24
	A	15.44	14.14	13.66
	B	15.87	14.54	14.04
	C	16.27	14.90	14.39
3	From:	15.47	14.17	13.68
	A	15.97	14.62	14.12
	B	16.42	15.03	14.52
	C	16.83	15.41	14.88
4	From:	15.98	14.65	14.12
	A	16.49	15.12	14.57
	B	16.95	15.54	14.98
	C	17.37	15.93	15.35
5	From:	16.55	15.15	14.64
	A	17.08	15.63	15.11
	B	17.56	16.07	15.53
	C	18.00	16.47	15.92

6	From:	17.14	15.65	15.13
	A	17.69	16.15	15.61
	B	18.19	16.60	16.05
	C	18.64	17.02	16.45
7	From:	17.71	16.20	15.59
	A	18.28	16.72	16.09
	B	18.79	17.19	16.54
	C	19.26	17.62	16.95
8	From:	18.44	16.84	16.24
	A	19.03	17.38	16.76
	B	19.56	17.87	17.23
	C	20.05	18.32	17.66
9	From:	19.18	17.43	16.84
	A	19.79	17.99	17.38
	B	20.34	18.49	17.87
	C	20.85	18.95	18.32
10	From:	19.92	18.11	17.42
	A	20.56	18.69	17.98
	B	21.14	19.21	18.48
	C	21.67	19.69	18.94
11	From:	20.64	18.75	18.06
	A	21.30	19.35	18.64
	B	21.90	19.89	19.16
	C	22.45	20.39	19.64
12	From:	21.38	19.42	18.71
	A	22.06	20.04	19.31
	B	22.68	20.60	19.85
	C	23.25	21.12	20.35
13	From:	22.10	20.09	19.33
	A	22.81	20.73	19.95
	B	23.45	21.31	20.51
	C	24.04	21.84	21.02

14	From:	22.82	20.75	19.94
	A	23.55	21.41	20.58
	B	24.21	22.01	21.16
	C	24.82	22.56	21.69

WOODWORKING SUB-GROUP (WOW)
(CARPENTER)
HOURLY RATES OF PAY
(in dollars)

- A) Effective August 5, 2000**
- B) Effective August 5, 2001**
- C) Effective August 5, 2002**

ZONE	1	2	3
LEVEL	RATES		
1	From: A B C		
2	From: A B C		
3	From: A B C		
4	From: A B C		
5	From: A B C		

6	From: A B C			
7	From: A B C			
8	From: A B C			
9	From: A B C	19.53 20.15 20.71 21.23	18.36 18.95 19.48 19.97	17.65 18.21 18.72 19.19
10	From: A B C	20.28 20.93 21.52 22.06	19.08 19.69 20.24 20.75	18.33 18.92 19.45 19.94
11	From: A B C	21.02 21.69 22.30 22.86	19.76 20.39 20.96 21.48	18.98 19.59 20.14 20.64
12	From: A B C	21.80 22.50 23.13 23.71	20.48 21.14 21.73 22.27	19.67 20.30 20.87 21.39
13	From: A B C	22.53 23.25 23.90 24.50	21.18 21.86 22.47 23.03	20.33 20.98 21.57 22.11

14	From:	23.27	21.86	20.98
	A	24.01	22.56	21.65
	B	24.68	23.19	22.26
	C	25.30	23.77	22.82

WOODWORKING SUB-GROUP (WOW)**HOURLY RATES OF PAY**

(in dollars)

- A) Effective August 5, 2000
 B) Effective August 5, 2001
 C) Effective August 5, 2002

ZONE		1	2	3
LEVEL		RATES		
1	From:	13.48	13.55	12.89
	A	13.91	13.98	13.30
	B	14.30	14.37	13.67
	C	14.66	14.73	14.01
2	From:	13.96	14.00	13.33
	A	14.41	14.45	13.76
	B	14.81	14.85	14.15
	C	15.18	15.22	14.50
3	From:	14.42	14.49	13.77
	A	14.88	14.95	14.21
	B	15.30	15.37	14.61
	C	15.68	15.75	14.98
4	From:	14.91	14.96	14.20
	A	15.39	15.44	14.65
	B	15.82	15.87	15.06
	C	16.22	16.27	15.44
5	From:	15.44	15.49	14.73
	A	15.93	15.99	15.20
	B	16.38	16.44	15.63
	C	16.79	16.85	16.02

6	From:	15.95	16.00	15.23
	A	16.46	16.51	15.72
	B	16.92	16.97	16.16
	C	17.34	17.39	16.56
7	From:	16.49	16.55	15.73
	A	17.02	17.08	16.23
	B	17.50	17.56	16.68
	C	17.94	18.00	17.10
8	From:	17.14	17.18	16.37
	A	17.69	17.73	16.89
	B	18.19	18.23	17.36
	C	18.64	18.69	17.79
9	From:	17.83	17.88	16.91
	A	18.40	18.45	17.45
	B	18.92	18.97	17.94
	C	19.39	19.44	18.39
10	From:			
	A			
	B			
	C			
11	From:			
	A			
	B			
	C			
12	From:			
	A			
	B			
	C			
13	From:			
	A			
	B			
	C			

14

From:

A

B

C

****ANNEX “C”****INMATE TRAINING DIFFERENTIAL**

Inmate Training Co-ordinates	Inmate Training Differential as a Percentage of Basic Rate
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 zone and 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, 2000 in the MAM sub-group in Zone 3, at level 8 and a C2 Inmate Training Rating would receive a basic rate of pay (non-supervisory) of seventeen dollars and forty-three cents (\$17.43) as per

Annex "A". The Inmate Training Differential of two dollars and nine cents (\$2.09) 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 nineteen dollars and fifty-two cents (\$19.52) for this particular employee,

Inmate Training Differential as Applied to a Supervisory Rate

For example, an employee on August 5, 2000 in the MAM sub-group in Zone 3, at level 8 with a Supervisory Coordinate B2 and a C2 Inmate training Rating would receive a basic rate of pay (non-supervisory) of seventeen dollars and forty-three cents (\$17.43) as per Annex "A". The Supervisory Differential is one dollar and thirteen cents (\$1.13) as set out in Annex "B" of the collective agreement. The Inmate Training Differential of two dollars and nine cents (\$2.09) 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 dollars and sixty-five cents (\$20.65) for this particular employee,

APPENDIX "C"

GENERAL SERVICES

GROUP SPECIFIC PROVISIONS AND RATES OF PAY

**

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"****GS - GENERAL SERVICES GROUP****Zone 1 – British Columbia, Yukon, Nunavut and Northwest Territories****Zone 2 – Atlantic, Quebec and Ontario****Zone 3 – Manitoba, Saskatchewan and Alberta****HOURLY RATES OF PAY**

- A) Effective August 5, 2000**
B) Effective August 5, 2001
C) Effective August 5, 2002

ZONE		1	2	3
LEVEL		RATES		
1	From:	11.16	10.11	10.21
	A	11.52	10.43	10.54
	B	11.84	10.72	10.84
	C	12.14	10.99	11.11
2	From:	13.40	12.26	12.16
	A	13.83	12.65	12.55
	B	14.22	13.00	12.90
	C	14.58	13.33	13.22
3	From:	15.69	14.33	14.25
	A	16.19	14.79	14.71
	B	16.64	15.20	15.12
	C	17.06	15.58	15.50
4	From:	16.47	15.08	14.92
	A	17.00	15.56	15.40
	B	17.48	16.00	15.83
	C	17.92	16.40	16.23
5	From:	18.38	17.19	17.29
	A	18.97	17.74	17.84
	B	19.50	18.24	18.34
	C	19.99	18.70	18.80

6	From:	18.97	17.71	17.76
	A	19.58	18.28	18.33
	B	20.13	18.79	18.84
	C	20.63	19.26	19.31
7	From:	19.86	18.55	18.65
	A	20.50	19.14	19.25
	B	21.07	19.68	19.79
	C	21.60	20.17	20.28
8	From:	20.81	19.41	19.48
	A	21.48	20.03	20.10
	B	22.08	20.59	20.66
	C	22.63	21.10	21.18
9	From:	22.75	20.81	20.64
	A	23.48	21.48	21.30
	B	24.14	22.08	21.90
	C	24.74	22.63	22.45
10	From:	23.99	21.98	21.78
	A	24.76	22.68	22.48
	B	25.45	23.32	23.11
	C	26.09	23.90	23.69
11	From:	24.94	22.85	22.64
	A	25.74	23.58	23.36
	B	26.46	24.24	24.01
	C	27.12	24.85	24.61
12	From:	25.95	23.77	23.54
	A	26.78	24.53	24.29
	B	27.53	25.22	24.97
	C	28.22	25.85	25.59
13	From:	26.98	24.71	24.49
	A	27.84	25.50	25.27
	B	28.62	26.21	25.98
	C	29.34	26.87	26.63

****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 zone and 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, 2000 in Zone 2, at level 5 and a C1 Inmate Training Rating would receive a basic rate of pay (non-supervisory) of seventeen dollars and seventy-four cents (\$17.74) as per Annex "A". The Inmate Training Differential of one dollar and seventy-seven cents (\$1.77) 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 nineteen dollars and fifty-one cents (\$19.51) for this particular employee,

Inmate Training Differential as Applied to a Supervisory Rate

For example, an employee on August 5, 2000 in Zone 2, at level 5 with a Supervisory Coordinate B6 and a C1 Inmate training Rating would receive a basic rate of pay (non-supervisory) of seventeen dollars and seventy-four cents (\$17.74) as per Annex "A". The Supervisory Differential of three dollars and ten cents (\$3.10) 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 one dollar and seventy-seven cents (\$1.77) 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-two dollars and sixty-one cents (\$22.61) for this particular employee.

APPENDIX "D"

**HEATING, POWER AND STATIONARY PLANT
GROUP SPECIFIC PROVISIONS AND RATES OF PAY**

**

Shift Premium

6.01 An employee working on a twelve (12) hour shift schedule shall receive a shift premium of one dollar and seventy-five cents (\$1.75) 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.

Effective August 5, 2002:

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, 2000**
B) Effective August 5, 2001
C) Effective August 5, 2002

HP-1

From:	\$	12.89	13.18	13.45
To:	A	13.30	13.60	13.88
	B	13.67	13.98	14.27
	C	14.01	14.33	14.63

HP-2

From:	\$	14.10	14.43	14.76
To:	A	14.55	14.89	15.23
	B	14.96	15.31	15.66
	C	15.33	15.69	16.05

HP-3

From:	\$	15.34	15.72	16.10
To:	A	15.83	16.22	16.62
	B	16.27	16.67	17.09
	C	16.68	17.09	17.52

HP-4

From:	\$	17.21	17.67	18.11
To:	A	17.76	18.24	18.69
	B	18.26	18.75	19.21
	C	18.72	19.22	19.69

HP-5

From:	\$	18.55	19.01	19.48
To:	A	19.14	19.62	20.10
	B	19.68	20.17	20.66
	C	20.17	20.67	21.18

HP-6

From:	\$	18.62	19.14	19.62	20.12	20.63
To:	A	19.22	19.75	20.25	20.76	21.29
	B	19.76	20.30	20.82	21.34	21.89
	C	20.25	20.81	21.34	21.87	22.44

HP-7

From:	\$	20.21	20.76	21.31	21.87	22.45
To:	A	20.86	21.42	21.99	22.57	23.17
	B	21.44	22.02	22.61	23.20	23.82
	C	21.98	22.57	23.18	23.78	24.42

HP-8

From:	\$	21.70	22.29	22.90	23.49	24.11
To:	A	22.39	23.00	23.63	24.24	24.88
	B	23.02	23.64	24.29	24.92	25.58
	C	23.60	24.23	24.90	25.54	26.22

HP-9

From:	\$	23.00	23.67	24.37	25.07	25.81
To:	A	23.74	24.43	25.15	25.87	26.64
	B	24.40	25.11	25.85	26.59	27.39
	C	25.01	25.74	26.50	27.25	28.07

**

PAY NOTES

PAY INCREMENTS

(1)

- (a) The pay increment date for an employee shall be the nearest Monday following the employee's pay increment period.
- (b) The increment period for employees paid in these scales of rates, is one (1) year.

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.

****LETTER OF UNDERSTANDING
BETWEEN
THE TREASURY BOARD OF CANADA
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA**

The parties agree to establish a committee during the term of this agreement to compare the responsibilities assigned to employees of the Heating, Power and Stationary (HP) Group for training of inmates with the Inmate Training Rating Plan currently applicable to the General Services (GS) and General Labour and Trades (GL) Groups. If the committee concludes that these responsibilities constitute activities that fall within the scope of the Inmate Training Rating Plan, the parties commit to enter into discussion to review the applicability of the Inmate Training Rating Plan to HP positions.

Any agreement pursuant to the above noted review, will be effective date of signing of this collective agreement.

SIGNED AT OTTAWA, this 19th day of the month of November 2001.

APPENDIX "E"

**HOSPITAL SERVICES GROUP -
SPECIFIC PROVISIONS AND RATES OF PAY**

****ANNEX "A"****HS - HOSPITAL SERVICES GROUP****Zone 1 – British Columbia, Yukon, Nunavut and Northwest Territories****Zone 2 – Atlantic, Quebec and Ontario****Zone 3 – Manitoba, Saskatchewan and Alberta****HOURLY RATES OF PAY**

(in dollars)

- A) Effective August 5, 2000**
B) Effective August 5, 2001
C) Effective August 5, 2002

ZONE		1	2	3
LEVEL		RATES		
HS-1				
From:	\$	15.54	13.68	13.60
To:	A	16.04	14.12	14.04
	B	16.49	14.52	14.43
	C	16.90	14.88	14.79
HS-2				
From:	\$	17.03	14.85	15.36
To:	A	17.57	15.33	15.85
	B	18.06	15.76	16.29
	C	18.51	16.15	16.70
HS-3				
From:	\$	17.73	16.33	17.73
To:	A	18.30	16.85	18.30
	B	18.81	17.32	18.81
	C	19.28	17.75	19.28

HS-4

From:	\$	18.53	17.09	18.53
To:	A	19.12	17.64	19.12
	B	19.66	18.13	19.66
	C	20.15	18.58	20.15

HS-5

From:	\$	20.50	19.28	20.26
To:	A	21.16	19.90	20.91
	B	21.75	20.46	21.50
	C	22.29	20.97	22.04

HS-6

From:	\$	21.08	19.80	20.82
To:	A	21.75	20.43	21.49
	B	22.36	21.00	22.09
	C	22.92	21.53	22.64

HS-7

From:	\$	22.01	20.67	21.78
To:	A	22.71	21.33	22.48
	B	23.35	21.93	23.11
	C	23.93	22.48	23.69

HS-8

From:	\$	22.98	21.54	22.75
To:	A	23.72	22.23	23.48
	B	24.38	22.85	24.14
	C	24.99	23.42	24.74

HS-9

From:	\$	24.98	22.98	24.98
To:	A	25.78	23.72	25.78
	B	26.50	24.38	26.50
	C	27.16	24.99	27.16

HS-10

From:	\$	26.25	24.19	26.25
To:	A	27.09	24.96	27.09
	B	27.85	25.66	27.85
	C	28.55	26.30	28.55

HS - HOSPITAL SERVICES GROUP

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

Zone 2 – Atlantic, Quebec and Ontario

Zone 3 – Manitoba, Saskatchewan and Alberta

HOURLY RATES OF PAY

(in dollars)

- A) Effective August 5, 2000**
- B) Effective August 5, 2001**
- C) Effective August 5, 2002**

SPECIAL PAY PROVISIONS

The rates of pay hereunder shall be paid to an Orderly-in-training or to a Cook-in-training.

ZONE		1	2	3
LEVEL		RATES		
HS-1				
Orderly- in-training				
From:	\$	15.06	13.41	13.69
To:	A	15.54	13.84	14.13
	B	15.98	14.23	14.53
	C	16.38	14.59	14.89
Cook- in-training				
From:	\$	16.46	14.44	14.40
To:	A	16.99	14.90	14.86
	B	17.47	15.32	15.28
	C	17.91	15.70	15.66

HS - HOSPITAL SERVICES GROUP**Zone 1 – British Columbia, Yukon, Nunavut and Northwest Territories****Zone 2 – Atlantic, Quebec and Ontario****Zone 3 – Manitoba, Saskatchewan and Alberta****PHS SUB-GROUP****HOURLY RATES OF PAY**

(in dollars)

- A) Effective August 5, 2000**
B) Effective August 5, 2001
C) Effective August 5, 2002

ZONE		1	2	3
LEVEL		RATES		
HS-1				
From:	\$	14.77	12.91	12.83
To:	A	15.24	13.32	13.24
	B	15.67	13.69	13.61
	C	16.06	14.03	13.95
HS-2				
From:	\$	16.26	14.09	14.60
To:	A	16.78	14.54	15.07
	B	17.25	14.95	15.49
	C	17.68	15.32	15.88
HS-3				
From:	\$	17.38	15.98	17.34
To:	A	17.94	16.49	17.89
	B	18.44	16.95	18.39
	C	18.90	17.37	18.85

HS-4

From:	\$	18.28	16.83	18.68
To:	A	18.86	17.37	19.28
	B	19.39	17.86	19.82
	C	19.87	18.31	20.32

HS-5

From:	\$	20.78	19.46	20.40
To:	A	21.44	20.08	21.05
	B	22.04	20.64	21.64
	C	22.59	21.16	22.18

HS-6

From:	\$	21.75	20.87	21.35
To:	A	22.45	21.54	22.03
	B	23.08	22.14	22.65
	C	23.66	22.69	23.22

HS-7

From:	\$	22.60	21.75	21.46
To:	A	23.32	22.45	22.15
	B	23.97	23.08	22.77
	C	24.57	23.66	23.34

HS-8

From:	\$	24.13	22.92	23.90
To:	A	24.90	23.65	24.66
	B	25.60	24.31	25.35
	C	26.24	24.92	25.98

HS-9

From:	\$	26.13	24.13	26.13
To:	A	26.97	24.90	26.97
	B	27.73	25.60	27.73
	C	28.42	26.24	28.42

HS-10

From:	\$	27.42	25.36	27.42
To:	A	28.30	26.17	28.30
	B	29.09	26.90	29.09
	C	29.82	27.57	29.82

APPENDIX "F"

**LIGHTKEEPERS -
SPECIFIC PROVISIONS AND RATES OF PAY**

Vacation Leave

Accumulation of Vacation Leave

1.01

**

- (c) four (4) weeks and two decimal eight (2.8) days per vacation year commencing with the month in which the employee's sixteen (16th) 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 (27th) anniversary of service occurs;

**

- (g) six (6) weeks per vacation year commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;

****ANNEX "A"****LI - LIGHTKEEPERS GROUP****ANNUAL RATES OF PAY**

(in dollars)

- A) Effective August 5, 2000**
B) Effective August 5, 2001
C) Effective August 5, 2002

LI-1

From:	\$	22699	23331	23942	24574	25196
To:	A	23425	24078	24708	25360	26002
	B	24081	24752	25400	26070	26730
	C	24683	25371	26035	26722	27398

LI-2

From:	\$	22951	23785	24643	25491	26340
To:	A	23685	24546	25432	26307	27183
	B	24348	25233	26144	27044	27944
	C	24957	25864	26798	27720	28643

LI-3

From:	\$	25101	25920	26736	27558
To:	A	25904	26749	27592	28440
	B	26629	27498	28365	29236
	C	27295	28185	29074	29967

LI-4

From:	\$	26978	27762	28557	29332
To:	A	27841	28650	29471	30271
	B	28621	29452	30296	31119
	C	29337	30188	31053	31897

LI-5

From:	\$	28893	29697	30488	31279
To:	A	29818	30647	31464	32280
	B	30653	31505	32345	33184
	C	31419	32293	33154	34014

LI-6

From:	\$	30875	31805	32740	33680
To:	A	31863	32823	33788	34758
	B	32755	33742	34734	35731
	C	33574	34586	35602	36624

LI-7

From:	\$	33471	34371	35282	36185
To:	A	34542	35471	36411	37343
	B	35509	36464	37431	38389
	C	36397	37376	38367	39349

LI-8

From:	\$	36304	37201	38095	38979
To:	A	37466	38391	39314	40226
	B	38515	39466	40415	41352
	C	39478	40453	41425	42386

LI-9

From:	\$	38971	39883	40801	42021
To:	A	40218	41159	42107	43366
	B	41344	42311	43286	44580
	C	42378	43369	44368	45695

PAY NOTES

**

2. The increment period for employees paid in these scales of rates, is one (1) year.

ANNEX "B"
ADJUSTMENT IN RATES OF PAY

Supplementary allowance

(a)

Full-Time Station

**

		Effective on	
		Date of Signing	August 5, 2002
1.	in 1 and 2-man stations	2,000	2,100
2.	in 4-man stations	1,700	1,800

ANNEX "C"
ACCOMMODATION AND SERVICES

**

2. Rotational Light Station Food Allowance

Effective the date of signing of this agreement, 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	Date of Signing	August 5, 2002
Formula	40.45	41.46
Extra Observations		
Anemometer	78.98	80.96
Climate Report	120.09	123.10
Ceiling Balloon	78.98	80.96
Sunshine Abstracts	40.05	41.05
Automatic Rain Gauge	45.46	46.60
Same with Abstracts	78.98	80.96
Water Temperature	88.74	90.96
Same with Abstracts	162.32	166.38

**

It is also understood that the maximum amount payable per annum to a Lightkeeper is one thousand five hundred and eighty-three dollars (\$1,583).

Effective August 5, 2002

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

General Administration

2. Hours of Work and Overtime

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 nine dollars and fifty cents (\$9.50), except where a free meal is provided.

Effective August 5, 2002:

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.

(b)

**

- (i) For positions where meals are not provided by the Employer, an employee who works overtime continuously beyond the period provided in paragraph (a) shall be reimbursed for one (1) additional meal in the amount of nine dollars and fifty cents (\$9.50) for each four (4)-hour period of overtime worked thereafter, except where a free meal is provided.

Effective August 5, 2002:

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.

(c)

**

- (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 nine dollars and fifty cents (\$9.50) after having worked three (3) consecutive hours of overtime beyond the prior scheduled overtime period and nine dollars and fifty cents (\$9.50) for each four (4)-hour period of overtime worked thereafter, except where a free meal is provided.

Effective August 5, 2002:

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.

4. Vacation Leave With Pay**4.02 Accumulation of Vacation Leave Credits**

**

- (c) Fourteen decimal sixty-seven (14.67) hours per month in which the employee's sixteenth (16th) anniversary of service occurs;

**

- (f) eighteen (18) hours per month commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;

**

- (g) twenty (20) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;

**

4.07 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 thirty-five (35) days credits shall be carried over into the following vacation year. All vacation leave credits in excess of thirty-five (35) days shall be automatically paid in cash at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.

8. Meals and Quarters

8.02

**

- (b) when the vessel is in home port, eight dollars and fifty cents (\$8.50) 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.

8.03

**

- (b) eight dollars and fifty cents (\$8.50) 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.

17. 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.

18. Information

**

- (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.

****ANNEX "A"****SC - SHIPS' CREWS GROUP****RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

Monthly Annual Weekly Daily Hourly Lay-Day

SUB-GROUPS - DECK AND ENGINE ROOM**1**

From:	\$	2794	33528	642.59	128.52	16.06	91.86
To:	A	2883	34596	663.06	132.61	16.58	94.78
	B	2964	35568	681.69	136.34	17.04	97.45
	C	3038	36456	698.71	139.74	17.47	99.88

2

From:	\$	2897	34764	666.28	133.26	16.66	95.24
To:	A	2990	35880	687.67	137.53	17.19	98.30
	B	3074	36888	706.99	141.40	17.67	101.06
	C	3151	37812	724.70	144.94	18.12	103.59

3

From:	\$	3002	36024	690.43	138.09	17.26	98.70
To:	A	3098	37176	712.51	142.50	17.81	101.85
	B	3185	38220	732.52	146.50	18.31	104.71
	C	3265	39180	750.92	150.18	18.77	107.34

4

From:	\$	3110	37320	715.27	143.05	17.88	102.25
To:	A	3210	38520	738.27	147.65	18.46	105.53
	B	3300	39600	758.97	151.79	18.97	108.49
	C	3383	40596	778.06	155.61	19.45	111.22

5

From:	\$	3184	38208	732.29	146.46	18.31	104.68
To:	A	3286	39432	755.75	151.15	18.89	108.03
	B	3378	40536	776.91	155.38	19.42	111.06
	C	3462	41544	796.23	159.25	19.91	113.82

6

From:	\$	3297	39564	758.28	151.66	18.96	108.39
To:	A	3403	40836	782.66	156.53	19.57	111.88
	B	3498	41976	804.51	160.90	20.11	115.00
	C	3585	43020	824.52	164.90	20.61	117.86

7

From:	\$	3403	40836	782.66	156.53	19.57	111.88
To:	A	3512	42144	807.73	161.55	20.19	115.46
	B	3610	43320	830.27	166.05	20.76	118.68
	C	3700	44400	850.97	170.19	21.27	121.64

SUB-GROUP - STEWARD**STD-1**

From:	\$	2858	34296	657.31	131.46	16.43	93.96
To:	A	2949	35388	678.24	135.65	16.96	96.95
	B	3032	36384	697.33	139.47	17.43	99.68
	C	3108	37296	714.81	142.96	17.87	102.18

STD-2

From:	\$	2917	35004	670.88	134.18	16.77	95.90
To:	A	3010	36120	692.27	138.45	17.31	98.96
	B	3094	37128	711.59	142.32	17.79	101.72
	C	3171	38052	729.30	145.86	18.23	104.25

STD-3

From:	\$	3011	36132	692.50	138.50	17.31	98.99
To:	A	3107	37284	714.58	142.92	17.86	102.15
	B	3194	38328	734.59	146.92	18.36	105.01
	C	3274	39288	752.99	150.60	18.82	107.64

STD-4

From:	\$	3094	37128	711.59	142.32	17.79	101.72
To:	A	3193	38316	734.36	146.87	18.36	104.98
	B	3282	39384	754.83	150.97	18.87	107.90
	C	3364	40368	773.69	154.74	19.34	110.60

STD-5

From:	\$	3184	38208	732.29	146.46	18.31	104.68
To:	A	3286	39432	755.75	151.15	18.89	108.03
	B	3378	40536	776.91	155.38	19.42	111.06
	C	3462	41544	796.23	159.25	19.91	113.82

STD-6

From:	\$	3277	39324	753.68	150.74	18.84	107.74
To:	A	3382	40584	777.83	155.57	19.45	111.19
	B	3477	41724	799.68	159.94	19.99	114.31
	C	3564	42768	819.69	163.94	20.49	117.17

STD-7

From:	\$	3371	40452	775.30	155.06	19.38	110.83
To:	A	3479	41748	800.14	160.03	20.00	114.38
	B	3576	42912	822.45	164.49	20.56	117.57
	C	3665	43980	842.92	168.58	21.07	120.49

SUB-GROUPS - EQUIPMENT OPERATION AND SPECIALIST TRADES**1**

From:	\$	2829	33948	650.64	130.13	16.27	93.01
To:	A	2920	35040	671.57	134.31	16.79	96.00
	B	3002	36024	690.43	138.09	17.26	98.70
	C	3077	36924	707.68	141.54	17.69	101.16

2

From:	\$	2945	35340	677.32	135.46	16.93	96.82
To:	A	3039	36468	698.94	139.79	17.47	99.91
	B	3124	37488	718.49	143.70	17.96	102.71
	C	3202	38424	736.43	147.29	18.41	105.27

3

From:	\$	3056	36672	702.85	140.57	17.57	100.47
To:	A	3154	37848	725.39	145.08	18.13	103.69
	B	3242	38904	745.63	149.13	18.64	106.59
	C	3323	39876	764.26	152.85	19.11	109.25

4

From:	\$	3316	39792	762.65	152.53	19.07	109.02
To:	A	3422	41064	787.03	157.41	19.68	112.50
	B	3518	42216	809.11	161.82	20.23	115.66
	C	3606	43272	829.35	165.87	20.73	118.55

5

From:	\$	3616	43392	831.65	166.33	20.79	118.88
To:	A	3732	44784	858.33	171.67	21.46	122.70
	B	3836	46032	882.24	176.45	22.06	126.12
	C	3932	47184	904.32	180.86	22.61	129.27

6

From:	\$	3756	45072	863.85	172.77	21.60	123.48
To:	A	3876	46512	891.44	178.29	22.29	127.43
	B	3985	47820	916.51	183.30	22.91	131.01
	C	4085	49020	939.51	187.90	23.49	134.30

7

From:	\$	3953	47436	909.15	181.83	22.73	129.96
To:	A	4079	48948	938.13	187.63	23.45	134.10
	B	4193	50316	964.35	192.87	24.11	137.85
	C	4298	51576	988.50	197.70	24.71	141.30

ANNEX "B"
CONVENTIONAL WORK SYSTEM

1. Hours of Work

(a)

**

(iii) the two (2) days of rest shall be consecutive.

(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.

ANNEX "E"
LAY-DAY WORK SYSTEM

1. General

(e)

**

- (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.

****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.

SIGNED AT OTTAWA, this 19th day of the month of November 2001.

ANNEX "F"
DIRTY WORK ALLOWANCE

1.

**

- (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.

**ANNEX “H”
SPECIAL ALLOWANCES**

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 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.

APPENDIX "H"

**PRINTING OPERATIONS (SUPERVISORY)
GROUP SPECIFIC PROVISIONS AND RATES OF PAY**

**** ANNEX "A"**

**PR(S) - PRINTING OPERATIONS
(SUPERVISORY) GROUP
ANNUAL RATES OF PAY
(in dollars)**

- A) Effective August 5, 2000**
B) Effective August 5, 2001
C) Effective August 5, 2002

PR(S)-1

From:	\$	36481	38034	39649	41334	43091
To:	A	37648	39251	40918	42657	44470
	B	38702	40350	42064	43851	45715
	C	39670	41359	43116	44947	46858

From:	\$	44924	46832
To:	A	46362	48331
	B	47660	49684
	C	48852	50926

PR(S)-2

From:	\$	41093	42837	44660	46558	48537
To:	A	42408	44208	46089	48048	50090
	B	43595	45446	47379	49393	51493
	C	44685	46582	48563	50628	52780

From:	\$	50601	52751
To:	A	52220	54439
	B	53682	55963
	C	55024	57362

PR(S)-3

From:	\$	46156	48116	50161	52292	54517
To:	A	47633	49656	51766	53965	56262
	B	48967	51046	53215	55476	57837
	C	50191	52322	54545	56863	59283

From:	\$	56831	59248
To:	A	58650	61144
	B	60292	62856
	C	61799	64427

PR(S)-4

From:	\$	51696	53894	56183	58572	61061
To:	A	53350	55619	57981	60446	63015
	B	54844	57176	59604	62138	64779
	C	56215	58605	61094	63691	66398

From:	\$	63656	66363
To:	A	65693	68487
	B	67532	70405
	C	69220	72165

PR(S)-5

From:	\$	57931	60392	62961	65635	68426
To:	A	59785	62325	64976	67735	70616
	B	61459	64070	66795	69632	72593
	C	62995	65672	68465	71373	74408

From:	\$	71333	74365
To:	A	73616	76745
	B	75677	78894
	C	77569	80866

**

PAY NOTES

PAY INCREMENTS

1. The pay increment period is twelve (12) months.
2. The pay increment date for an 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.

APPENDIX “I”

WORK FORCE ADJUSTMENT

General

Definitions

**

Education Allowance (*indemnité d'études*) – is one of the options provided to an indeterminate employee affected by normal work force adjustment for whom the deputy head cannot guarantee a reasonable job offer. The Education Allowance is a cash payment, equivalent to the Transitional Support Measure (see Annex B), plus a reimbursement of tuition from a recognised learning institution, book and mandatory equipment costs, up to a maximum of \$8,000.00.

**

Opting employee (*employé-e optant*) – is an indeterminate employee whose services will no longer be required because of a work force adjustment situation and who has not received a guarantee of a reasonable job offer from the deputy head and who has 120 days to consider the Options of Part 6.3 of this appendix.

Part I

Roles and responsibilities

1.1 Departments

**

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. A copy of this letter shall be sent forthwith to the PSC.

Such a communication shall also indicate if the employee:

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

or

- (b) is an opting employee and has access to the Options of Section 6.3 of this Appendix because the employee is not in receipt of a guarantee of a 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.

**

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

1.4 Employees

**

1.4.3 Opting employees are responsible for:

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

Part II

Official notification

2.1 Department

**

2.1.1 As already mentioned in section 1.1.11, departments shall advise and consult with the bargaining agent representatives as completely as possible regarding any work force adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the bargaining agent the name and work location of affected employees.

Part IV
Retraining

4.1 General

**

4.1.3 Subject to the provisions of 4.1.2, the deputy head of the home department shall approve up to two years of retraining.

Part VI
Options for employees

6.1 General

**

6.1.2 Employees who are not in receipt of a guarantee of a reasonable job offer from their deputy head have 120 days to consider the three Options below before a decision is required of them.

**

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

**

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

**

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

6.3 Options

6.3.1

(a)

**

(ii) At the request of the employee, this twelve (12) month surplus priority period shall be extended by the unused portion of the 120-day opting period referred to in 6.1.2 which remains once the employee has selected in writing option (a).

**

(c) Education allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than \$8000 for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and mandatory equipment. Employees choosing Option (c) could either:

**

6.3.6 All opting employees will be entitled to up to \$400.00 for financial planning advice.

**

6.3.8 Notwithstanding section 6.3.7, an opting employee who has received an Education Allowance will not be required to reimburse tuition expenses, costs of books and mandatory equipment, for which he or she cannot get a refund.

****LETTER OF UNDERSTANDING
BETWEEN THE
TREASURY BOARD
AND THE
PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO THE
UNIVERSAL CLASSIFICATION SYSTEM (UCS)**

Unless otherwise agreed with the Alliance, the Employer agrees not to enter into collective bargaining with respect to modifications to the SV rates of pay related to UCS during the life of the present agreement until notice to bargain has been served.

SIGNED AT OTTAWA, this 19th day of the month of November 2001.

****MEMORANDUM OF UNDERSTANDING
WITH RESPECT TO A PILOT JOINT TRAINING 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 and Education and Library Science bargaining units.

The Employer agrees to provide seven million dollars (\$ 7,000,000) over the life of this collective agreement to fund a pilot joint training program. The PSAC/Employer joint training program will provide training on union/management issues.

The parties agree to the formation of a joint committee made up of an equal number of Union and Employer representatives to administer the funding. The committee shall meet within sixty (60) days of the signing of these agreements to confirm the committee's terms of reference and schedule of work.

Representatives of the parties will work together to develop terms of reference in advance of the first (1st) meeting of the committee. Terms of reference will include, but not be limited to, the joint nature of the committee's administration and decision making, expense allocation, access to training, the nature of the training to be provided, reporting requirements and assessment of results.

SIGNED AT OTTAWA, this 19th day of the month of November 2001.

****MEMORANDUM OF UNDERSTANDING
WITH RESPECT TO THE USE OF TERM EMPLOYEES**

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, Operational Services, Technical Services and Education and Library Sciences bargaining units.

The parties agree to the formation of a joint committee made up of an equal number of PSAC and Employer representatives to review the use of term employees. This committee shall meet within ninety (90) days of the signing of these agreements to confirm the committee's terms of reference and schedule of work. Representatives of the parties will work together to develop terms of reference in advance of the first meeting of the committee. Terms of reference will include, but not be limited to, the joint nature of the committee's administration and decision making, expense allocation, the nature of the review, reporting requirements and assessment of results.

The Employer agrees to provide funding up to seven hundred and fifty thousand dollars (\$750,000) to cover all expenses incurred by the committee. The committee will report its findings within six (6) months from the first (1st) meeting.

SIGNED AT OTTAWA, this 19th day of the month of November 2001.

****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, 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 terms of reference of the study.

SIGNED AT OTTAWA, this 19th day of the month of November 2001.

TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1	PURPOSE AND SCOPE OF AGREEMENT	1
2	INTERPRETATION AND DEFINITIONS	1
3	APPLICATION.....	4
4	STATE SECURITY.....	4
5	PRECEDENCE OF LEGISLATION AND THE COLLECTIVE AGREEMENT	5
6	MANAGERIAL RESPONSIBILITIES	5
**7	NATIONAL JOINT COUNCIL AGREEMENTS	5
8	DENTAL CARE PLAN.....	7
9	RECOGNITION	7
10	INFORMATION	8
11	CHECK-OFF	8
12	USE OF EMPLOYER FACILITIES	9
13	EMPLOYEE REPRESENTATIVES.....	10
14	LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS	11
15	EMPLOYEES ON PREMISES OF OTHER EMPLOYERS.....	14
16	ILLEGAL STRIKES	14

17	DISCIPLINE	14
**18	GRIEVANCE PROCEDURE	15
19	NO DISCRIMINATION	20
20	SEXUAL HARASSMENT	21
21	JOINT CONSULTATION.....	21
22	HEALTH AND SAFETY.....	22
23	JOB SECURITY	22
24	TECHNOLOGICAL CHANGE	22
25	HOURS OF WORK	24
26	SHIFT PRINCIPLE	26
**27	SHIFT AND WEEKEND PREMIUMS	27
**28	VARIABLE HOURS OF WORK.....	28
**29	OVERTIME.....	30
30	CALL-BACK PAY	34
31	STANDBY	36
32	DESIGNATED PAID HOLIDAYS.....	37
**33	TRAVELLING TIME	41
34	LEAVE - GENERAL	43
**35	VACATION LEAVE WITH PAY	45
**36	SICK LEAVE WITH PAY	50

37	INJURY-ON-DUTY LEAVE	52
38	MATERNITY LEAVE WITHOUT PAY	52
39	PARENTAL LEAVE WITHOUT PAY	58
**40	LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY	63
**41	VOLUNTEER LEAVE	65
**42	LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES	65
43	LEAVE WITHOUT PAY FOR PERSONAL NEEDS.....	66
44	MARRIAGE LEAVE WITH PAY	67
45	LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE	67
**46	BEREAVEMENT LEAVE WITH PAY	67
47	COURT LEAVE	68
48	PERSONNEL SELECTION LEAVE	69
49	EDUCATION LEAVE WITHOUT PAY	69
50	CAREER DEVELOPMENT LEAVE.....	71
51	EXAMINATION LEAVE WITH PAY.....	71
**52	LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS.....	71
53	RESTRICTION ON OUTSIDE EMPLOYMENT.....	72
54	STATEMENT OF DUTIES.....	72

55	DUTY ABOARD VESSELS	73
56	EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES.....	73
**57	PENOLOGICAL FACTOR ALLOWANCE	74
58	WASH-UP TIME	78
**59	PART-TIME EMPLOYEES	78
60	SEVERANCE PAY	82
61	PAY ADMINISTRATION.....	84
62	AGREEMENT REOPENER.....	87
**63	MATERNITY-RELATED REASSIGNMENT OR LEAVE	87
64	MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES	88
65	RELIGIOUS OBSERVANCE	88
**66	TRADE CERTIFICATION FEES	89
**67	DURATION.....	89
**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD (HEREINAFTER CALLED THE EMPLOYER) AND THE PUBLIC SERVICE ALLIANCE OF CANADA (HEREINAFTER CALLED THE ALLIANCE) IN RESPECT OF LUMP SUM SIGNING PAYMENT		92
** APPENDIX “A” FIREFIGHTERS GROUP - SPECIFIC PROVISIONS AND RATES OF PAY		94
**ANNEX “A” FR - FIREFIGHTERS GROUP ANNUAL RATES OF PAY		111

**APPENDIX “B” GENERAL LABOUR & TRADES GROUP	
SPECIFIC PROVISIONS AND RATES OF PAY	113
**ANNEX “A” GL - GENERAL LABOUR & TRADES GROUP	120
AIRCRAFT MAINTAINING SUB-GROUP (AIM).....	120
AMMUNITION WORKING SUB-GROUP (AMW)	123
BOILER-MAKING AND BLACKSMITHING SUB-GROUP (BOB).....	126
CONSTRUCTION INSPECTING SUB-GROUP (COI)	129
CONSTRUCTION INSPECTING SUB-GROUP (COI) (CONSTRUCTION INSPECTOR)	132
ELECTRICAL INSTALLING AND MAINTAINING SUB-GROUP (EIM)	135
ELECTRICAL INSTALLING AND MAINTAINING SUB-GROUP (EIM) (ELECTRICIAN).....	138
ELEMENTAL SUB-GROUP (ELE)	141
GRAIN HANDLERS AND WEIGHPERSONS SUB-GROUP (GHW)	144
INSTRUMENT MAINTAINING SUB-GROUP (INM).....	147
MACHINERY MAINTAINING SUB-GROUP (MAM)	150
MANIPULATING SUB-GROUP (MAN).....	153
MACHINE TENDING SUB-GROUP (MAT)	156
MACHINE DRIVING-OPERATING SUB-GROUP (MDO)	159

MACHINE OPERATING-CONTROLLING SUB-GROUP (MOC).....	162
MACHINE, TOOL-MAKING AND ENGRAVING SUB-GROUP (MST).....	165
PAINTING & CONSTRUCTION FINISHING SUB-GROUP (PCF)	168
PIPEFITTING SUB-GROUP (PIP)	171
PIPEFITTING SUB-GROUP (PIP) (PIPEFITTER AND PLUMBER)	174
PRECISION WORKING SUB-GROUP (PRW) (PAINTER, BRICKLAYER, STONEMASON AND PLASTERER)	177
PRECISION WORKING SUB-GROUP (PRW).....	180
SHEET METAL WORKING SUB-GROUP (SMW) (SHEET METAL WORKER).....	183
SHEET METAL WORKING SUB-GROUP (SMW)	186
VEHICLE & HEAVY EQUIPMENT MAINTAINING SUB-GROUP (VHE).....	189
WOODWORKING SUB-GROUP (WOW) (CARPENTER).....	192
WOODWORKING SUB-GROUP (WOW).....	195
ANNEX “B” SUPERVISORY DIFFERENTIAL	198
**ANNEX “C” INMATE TRAINING DIFFERENTIAL.....	199
ANNEX “D” SPECIAL CONDITIONS APPLICABLE TO PASTURE MANAGERS, PASTURE RIDERS AND RANGE RIDERS	201

ANNEX "E" SPECIAL CONDITIONS APPLICABLE TO LOCKMASTERS, BRIDGEMASTERS AND CANALMEN	203
ANNEX "F" SPECIAL CONDITIONS APPLICABLE TO CERTAIN MARINE SERVICES - FISHERIES AND OCEANS CANADA.....	206
ANNEX "G" DIVING DUTY ALLOWANCE.....	208
ANNEX "H" SPECIAL CONDITIONS APPLICABLE TO EMPLOYEES IN AGRICULTURE AND À AGRI-FOOD CANADA ENGAGED IN MILKING OPERATIONS	209
ANNEX "I" SPECIAL CONDITIONS APPLICABLE TO EMPLOYEES OF THE DEPARTMENT OF FISHERIES AND OCEANS SEA LAMPREY CONTROL UNIT	210
ANNEX "J" SPECIAL CONDITIONS APPLICABLE TO EMPLOYEES OF AGRICULTURE AND AGRI-FOOD CANADA ENGAGED IN HARVESTING OPERATIONS.....	212
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	213

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.....	216
**APPENDIX "C" GENERAL SERVICES GROUP SPECIFIC PROVISIONS AND RATES OF PAY	219
**ANNEX "A" GS - GENERAL SERVICES GROUP HOURLY RATES OF PAY	230
ANNEX "B" SUPERVISORY DIFFERENTIAL	232
**ANNEX "C" INMATE TRAINING DIFFERENTIAL.....	233
ANNEX "D" CONDITIONS RESPECTING SECURITY MANAGERS EMPLOYED ABROAD IN THE DEPARTMENT OF FOREIGN AFFAIRS	235
ANNEX "E" THIRTY SEVEN AND ONE-HALF HOUR WORK WEEK.....	236
**APPENDIX "D" HEATING, POWER AND STATIONARY PLANT GROUP SPECIFIC PROVISIONS AND RATES OF PAY	237
**ANNEX "A" HP - HEATING, POWER AND STATIONARY PLANT OPERATION GROUP HOURLY RATES OF PAY	244
**LETTER OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA	247
**APPENDIX "E" HOSPITAL SERVICES GROUP - SPECIFIC PROVISIONS AND RATES OF PAY	248

**ANNEX "A" HS - HOSPITAL SERVICES GROUP HOURLY RATES OF PAY	253
HS - HOSPITAL SERVICES GROUP HOURLY RATES OF PAY	255
HS - HOSPITAL SERVICES GROUP PHS SUB-GROUP HOURLY RATES OF PAY	256
ANNEX "B" SUPERVISORY DIFFERENTIAL	258
** APPENDIX "F" LIGHTKEEPERS - SPECIFIC PROVISIONS AND RATES OF PAY	259
**ANNEX "A" LI - LIGHTKEEPERS GROUP ANNUAL RATES OF PAY	266
**ANNEX "B" ADJUSTMENT IN RATES OF PAY	269
**ANNEX "C" ACCOMMODATION AND SERVICES	271
**ANNEX "D" METEOROLOGICAL ALLOWANCE.....	272
** APPENDIX "G" SHIPS' CREWS SPECIFIC PROVISIONS AND RATES OF PAY GENERAL.....	273
**ANNEX "A" SC - SHIPS' CREWS GROUP RATES OF PAY	293
**ANNEX "B" CONVENTIONAL WORK SYSTEM.....	297
ANNEX "C" 42 HOUR AVERAGING WORK SYSTEM.....	302
ANNEX "D" 46.6 HOUR AVERAGING WORK SYSTEM.....	307
**ANNEX "E" LAY-DAY WORK SYSTEM.....	311
**LETTER OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA.....	318

**ANNEX “F” DIRTY WORK ALLOWANCE	319
ANNEX “G” DIVING DUTY ALLOWANCE	320
**ANNEX “H” SPECIAL ALLOWANCES	321
ANNEX “I” GRANTING OF DAYS OFF	323
ANNEX “J” TRAINING	324
ANNEX “K” COMPENSATORY LEAVE	326
APPENDIX “H” PRINTING OPERATIONS (SUPERVISORY) GROUP SPECIFIC PROVISIONS AND RATES OF PAY	328
**ANNEX “A” PR(S) - PRINTING OPERATIONS (SUPERVISORY) GROUP ANNUAL RATES OF PAY	330
**APPENDIX “I” WORK FORCE ADJUSTMENT	334
ANNEX “A” – STATEMENT OF PENSION PRINCIPLES.....	370
ANNEX “B”	371
LETTER OF UNDERSTANDING (DIRTY WORK) BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA.....	373
LETTER OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA.....	374
**LETTER OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO THE UNIVERSAL CLASSIFICATION SYSTEM (UCS)	375
**MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A PILOT JOINT TRAINING PROGRAM	376

**MEMORANDUM OF UNDERSTANDING WITH RESPECT TO
THE USE OF TERM EMPLOYEES 377

**LETTER OF UNDERSTANDING BETWEEN THE TREASURY
BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA..... 378

**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”** means the Public Service Alliance of Canada (Alliance);
- (b) **“allowance”** means compensation payable for the performance of special or additional duties; (indemnité);
- (c) **“alternate provision”** means a provision of this Agreement that has application to certain specific employees (disposition de dérogation);
- (d) **“bargaining unit”** means the employees of the Employer in the group described in Article 9 (unité de négociation);
- (e) a **“common-law spouse”** relationship exists when, for a continuous period of at least one (1) year, an employee has lived with a person, publicly represented that person to be his/her spouse and continues to live with the person as if that person were his/her spouse (conjoint de fait);

Definition (f) does not apply to the LI Group

- (f) **“compensatory leave”** means leave with pay in lieu of cash payment for overtime or travelling time compensated at 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. The rate of pay to which an employee is entitled during such leave shall be based on the employee’s hourly rate of pay as calculated from the classification prescribed in the employee’s certificate of appointment on the day immediately prior to the day on which leave is taken (congé compensateur);
- (g) **“continuous employment”** has the same meaning as specified in the existing *Public Service Terms and Conditions of Employment Regulations* of the Employer on the date of signing of this Agreement (emploi continu);
- (h) **“day of rest”** in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave or absent from duty without permission (jour de repos);
- (i) **“double time”** means two (2) times the employee’s hourly rate of pay (tarif double);
- (j) **“employee”** means a person so defined in the *Public Service Staff Relations Act* and who is a member of the bargaining unit specified in Article 9 (employé-e);
- (k) **“Employer”** 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 (Employeur);
- (l) **“excluded provision”** means a provision of this Agreement which has no application to certain specific employees and for which there are no alternate provisions (disposition exclue);

Definition (m) does not apply to LI Group

- (m) **“holiday”** means (jour férié),
 - (i) the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement;

- (ii) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:
 - (A) on the day it commenced where half (1/2) or more of the hours worked fall on that day,
 - or
 - (B) on the day it terminates where more than half (1/2) of the hours worked fall on that day;
- (n) **“lay-off”** means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function (mise en disponibilité);
- (o) **“leave”** means authorised absence from duty by an employee during his or her regular or normal hours of work (congé);
- (p) **“membership dues”** means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium, or special levy (cotisations syndicales);
- (q) **“overtime”** means (heures supplémentaires):
 - (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;
- (r) **“spouse”** will, when required, be interpreted to include “common-law spouse” except, for the purposes of the Foreign Service Directives, the definition of “spouse” will remain as specified in Directive 2 of the Foreign Service Directive (conjoint);

- (s) **“straight-time rate”** means the employee’s hourly rate of pay (tarif normal);
- (t) **“time and one-half”** means one and one-half (1 1/2) times the employee’s hourly rate of pay (tarif et demi);
- (u) **“time and three-quarters”** means one and three-quarters (1 3/4) times the employee’s hourly rate of pay (tarif et trois quarts).

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

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

ARTICLE 3 APPLICATION

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

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

ARTICLE 4 STATE SECURITY

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

ARTICLE 5
PRECEDENCE OF LEGISLATION
AND THE COLLECTIVE AGREEMENT

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

ARTICLE 6
MANAGERIAL RESPONSIBILITIES

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

ARTICLE 7
NATIONAL JOINT COUNCIL AGREEMENTS

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

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

7.03

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

Bilingualism Bonus Directive

Commuting Assistance Directive

Foreign Service Directives

Isolated Posts Directive

Living Accommodation Charges Directive

Relocation Directive

Travel Directive

Uniforms Directive

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Public Service Health Care Plan (PSHCP)

Health / Safety

Boiler and Pressure Vessels Directive

Committees and Representatives Directive

Dangerous Substances Directive

Electrical Directive

Elevated Work Structures Directive

Elevating Devices Directive

First-Aid Allowance Directive

First-Aid Safety and Health Directive

Hazardous Confined Spaces Directive

Material Handling Directive

Motor Vehicle Operations Directive

Noise Control and Hearing Conservation Directive

Personal Protective Equipment and Clothing Directive

Pesticides Directive

Refusal to Work Directive

Sanitation Directive

Tools and Machinery Directive

Use and Occupancy of Buildings Directive.

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

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

ARTICLE 8

DENTAL CARE PLAN

8.01 The Dental Care plan as contained in the Master Agreement between the Treasury Board and the Public Service Alliance of Canada, with an expiry date of June 30, 1988, and subsequently amended on March 10, 1988, December 12, 1991, November 26, 1993, April 2, 1996, January 15, 1997, March 11, 1998 and February 11, 2000 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 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 in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.

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 (1st) full calendar month of employment to the extent that earnings are available.

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

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

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

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

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

ARTICLE 12

USE OF EMPLOYER FACILITIES

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

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

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

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

ARTICLE 13
EMPLOYEE REPRESENTATIVES

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

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

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

13.04

- (a) A representative shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.
- (b) Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.
- (c) An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).

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

ARTICLE 14

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

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

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

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

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

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

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

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

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

14.03 The Employer will grant leave with pay:

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

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

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

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

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

Adjudication

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

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

Meetings During the Grievance Process

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

14.08 Subject to operational requirements:

- (a) when the Employer originates a meeting with a grievor in his headquarters area, he or she will be granted leave with pay and “on duty” status when the meeting is held outside the grievor’s headquarters area,

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.

ARTICLE 15

EMPLOYEES ON PREMISES OF OTHER EMPLOYERS

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

ARTICLE 16

ILLEGAL STRIKES

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

ARTICLE 17

DISCIPLINE

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

17.02 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the meeting. Where

practicable, the employee shall receive a minimum of one (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 (NJC) of the Public Service on items which may be included in a collective agreement and which the parties to this Agreement have endorsed, the grievance procedure will be in accordance with Section 14 of the NJC By-Laws.

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

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

and

(b) where the grievance relates to the interpretation or application of this Agreement or an arbitral award, the employee is not entitled to present

the grievance unless he or she has the approval of and is represented by the Alliance.

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

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

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

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

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

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

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

18.06 Where it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the date it is delivered to the appropriate office of the department or agency concerned. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on

which the letter containing the reply is postmarked, but the time limit within which the grievor may present his or her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

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

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

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

18.10 An employee may present a grievance to the First (1st) Level of the procedure in the manner prescribed in clause 18.05 not later than the twenty-fifth (25th) day after the date on which he or she is notified orally or in writing or on which he or she first becomes aware of the action or circumstances giving rise to the grievance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or

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

or

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

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

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

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

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Expedited Adjudication

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

- (a) At the request of either party, a grievance that has been referred to adjudication may be dealt with through Expedited Adjudication with the consent of both parties.
- (b) When the parties agree that a particular grievance will proceed through Expedited Adjudication, the Alliance will submit to the PSSRB 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 PSSRB or to the Adjudicator at the hearing.

- (d) No witnesses will testify.
- (e) The Adjudicator will be appointed by the PSSRB from among its members who have had at least three (3) years experience as a member of the Board.
- (f) Each Expedited Adjudication session will take place in Ottawa, unless the parties and the PSSRB agree otherwise. The cases will be scheduled jointly by the parties and the PSSRB, and will appear on the PSSRB schedule.
- (g) The Adjudicator will make an oral determination at the hearing, which will be recorded and initialed by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.
- (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 origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, membership or activity in the Alliance, marital status or a conviction for which a pardon has been granted.

19.02

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

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

ARTICLE 20

SEXUAL HARASSMENT

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

20.02

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

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

ARTICLE 21

JOINT CONSULTATION

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

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

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

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

ARTICLE 22 HEALTH AND SAFETY

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

ARTICLE 23 JOB SECURITY

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

ARTICLE 24 TECHNOLOGICAL CHANGE

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

24.02 In this Article "Technological Change" means:

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

and

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

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

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

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

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

24.06 As soon as reasonably practicable after notice is given under clause 24.04, the Employer shall consult meaningfully with the Alliance concerning the rationale for the change and the topics referred to in 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:

- (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.

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 of 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 (1st) day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his or her last scheduled shift; and the second (2nd) day of rest will start immediately after midnight of the employee's first (1st) day of rest, 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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27.01 Shift Premium

An employee working on shifts will receive a shift premium of one dollar and seventy-five cents (\$1.75) 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.

Effective August 5, 2002

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.

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27.02 Weekend Premium

An employee working on shifts during the weekend will receive an additional premium of one dollar and seventy-five cents (\$1.75) per hour for all hours worked, including overtime hours, on Saturday or Sunday.

Effective August 5, 2002

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.

ARTICLE 28
VARIABLE HOURS OF WORK

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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

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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 (1st) 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 (2nd) 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

- (a) Overtime shall be compensated in cash, except where upon, mutual agreement between the employee and the Employer overtime may be compensated in compensatory 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.

29.09 Overtime Meal Allowance

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- (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 nine dollars and fifty cents (\$9.50), 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.

**

Effective August 5, 2002:

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 paragraph (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of nine dollars and fifty cents (\$9.50) 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.

**

Effective August 5, 2002

When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (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.

29.10 Transportation Expenses

- (a) Where an employee is required to report to work overtime on a day of rest or to work overtime which is not contiguous to the employee's scheduled hours of work, and reports, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
- (i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile,

or

- (ii) out-of-pocket expenses for other means of commercial transportation.
- (b) Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

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

No Pyramiding of Payments

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.

30.05 Transportation Expenses

- (a) Where an employee is required to report for work and reports under the conditions described in 30.01 above, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
 - (i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile,

or

- (ii) out-of-pocket expenses for other means of commercial transportation.
- (b) Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

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 clause 29.10.

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 (1st) Monday in August,
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

Excluded Provisions

The remainder of this Article does not apply to employees in the FR group

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 (1st) scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.
- (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,

or
- (b) upon request, and with the approval of the Employer, the employee may be granted:
 - (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday,

and
 - (ii) pay at one and one-half (1 1/2) times the straight-time rate of pay for all hours worked up to seven and one-half (7 1/2) hours,

and
 - (iii) pay at two (2) times the straight-time rate of pay for all hours worked by him or her on the holiday in excess of seven and one-half (7 1/2) hours.
- (c) Notwithstanding paragraphs (a) and (b), when an employee works on a holiday contiguous to a day of rest on which he or she also worked and received overtime in accordance with clause 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.
- (d) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.
 - (i) When in a fiscal year an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's request, such lieu days shall be carried over for one (1) year.

- (ii) In the absence of such request, unused lieu days shall be paid off at the employee's straight-time rate of pay in effect when the lieu day was earned.

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.
- (c) When an employee is required to report for work and reports under the conditions described in paragraph (a) and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
 - (i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile,
 - or
 - (ii) out-of-pocket expenses for other means of commercial transportation.
- (d) Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

ARTICLE 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

- (a) Upon request of an employee and with the approval of the Employer, compensation at the overtime rate earned under this Article may be granted in compensatory leave with pay.
- (b) Compensatory leave with pay not used by the end of a twelve-month (12) period, to be determined by the Employer, will be paid for in cash at the end of the twelve-month (12) period.

**

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 one (1) day off with pay. The employee shall be credited with one additional day off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of 80 nights.
- (b) The maximum number of days off earned under this clause shall not exceed five (5) days 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 paragraphs 29.08 (b) and (c).

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 1/2) hours.
- (b) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.

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

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

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

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

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

ARTICLE 35

VACATION LEAVE WITH PAY

**

Excluded Provisions

Except for clause 35.16, this Article does not apply to employees in the FR Group.

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

Accumulation of Vacation Leave Credits

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

- (a) one decimal twenty five (1.25) days until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
 - (b) one decimal sixty-seven (1.67) days commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- **
- (c) one decimal eighty-three (1.84) days commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs
 - (d) one decimal ninety-two (1.92) days commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs

- (e) two decimal zero nine (2.09) days commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;

**

- (f) two decimal twenty-five (2.25) days commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;

**

- (g) two decimal fifty (2.50) days commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;

- (h) however, an employee who has received or is entitled to receive furlough leave shall have the vacation leave credits earned under this clause, reduced by zero decimal forty-two (0.42) of a day per month from the beginning of the month in which the employee's twentieth (20th) anniversary of service occurs until the beginning of the month in which the employee's twenty-fifth (25th) anniversary of service occurs.

35.03

- (a) For the purpose of clause 35.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one (1) year following the date of lay-off.
- (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.

Bargaining Unit	Date of Signing
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 (1st) 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 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) Subject to the following subparagraphs, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:
- (i) to provide an employee's vacation leave in an amount and at such time as the employee may request;
 - (ii) not to recall an employee to duty after the employee has proceeded on vacation leave;
 - (iii) not to cancel nor alter a period of vacation or furlough leave which has been previously approved in writing.

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 or furlough leave. In the case of denial, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.

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

- (a) Where an employee is recalled to duty during any period of vacation or furlough leave, the employee shall be reimbursed for reasonable expenses that the employee incurs:

- (i) in proceeding to the employee's place of duty,
and
- (ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled,

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

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

35.10 Cancellation or Alteration of Vacation Leave

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

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

Leave When Employment Terminates

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

35.13 Notwithstanding clause 35.12, 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 35.12, if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

35.14 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 (1st) year of continuous employment in the case of lay-off, and the tenth (10th) year of continuous employment in the case of resignation.

35.15 Appointment to a Separate Employer

Notwithstanding clause 35.12, an employee who resigns to accept an appointment with an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* may choose not to be paid for unused vacation and furlough leave credits, provided that the appointing organization will accept such credits.

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35.16 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 35 days 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 one and one-quarter (1 1/4) days for each calendar month for which the employee receives pay for at least ten (10) days.
- (b) A shift worker shall earn additional sick leave credits at the rate of one-sixth (1/6) of a day for each calendar month during which he or she works shifts and he or she receives pay for at least ten (10) days. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used fifteen (15) sick leave credits during the current fiscal year.

Granting of Sick Leave

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 twenty-five (25) days, 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.

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

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 seventeen (17) weeks after the termination date of pregnancy.

- (b) Notwithstanding paragraph (a):
- (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
 - or
 - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,
- the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.
- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
 - (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
 - (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 36, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 36, Sick Leave With Pay, shall include medical disability related to pregnancy.
 - (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.

- (g) Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

38.02 Maternity Allowance

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

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

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

however, an employee whose specified period of employment expired and who is rehired by the same department within a period of five (5) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in 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 pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and
 - (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.

- (d) At the employee's request, the payment referred to in subparagraph 38.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

38.03 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
- (i) fails to satisfy the eligibility requirement specified in subparagraph 38.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Longterm Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance pregnancy benefits,

and

 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 38.02(a), other than those specified in sections (A) and (B) of subparagraph 38.02(a)(iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause 38.02 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

38.04 Transitional Provisions

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

ARTICLE 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 spouse), 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):
 - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or
 - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than fifty-two (52) weeks after the day on which the child comes into the employee's care.

- (d) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (e) The Employer may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (f) Parental leave without pay taken by a couple employed in the Public Service shall not exceed a total of thirty-seven (37) weeks for both individuals combined. For the purpose of this paragraph, Public Service means any portion of the Public Service of Canada specified in Part I of Schedule I of the *Public Service Staff Relations Act*.
- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

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 benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and

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

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

however, an employee whose specified period of employment expired and who is rehired by the same department within a period of five (5) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in 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) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance parental benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;
 - (iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *Employment Insurance Act*, the parental allowance payable under the SUB Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the *EI Act*.
- (d) At the employee's request, the payment referred to in subparagraph 39.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:

- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
 - (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
 - (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
 - (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

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 via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance parental benefits,

and

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 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 via 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 during which the employee would have been eligible for parental benefits pursuant to Section 23 of the *Employment Insurance Act*, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

39.04 Transitional Provisions

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

****ARTICLE 40**

LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

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

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

40.03 Subject to paragraph 40.02, 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.

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

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

Transitional provision

40.06

These transitional provisions are applicable to employees who have been granted and have proceeded on leave on or after the date of signature of this agreement.

- (a) An employee who, on the date of signature of this agreement, is on Leave Without Pay for the Long-Term Care of a Parent (Article 40) or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children (Article 41) under the terms of the agreement expired on August 4, 2000, continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.

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

****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, one (1) day 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 spouse resident with the employee), children (including children of legal or common-law spouse), foster children, 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 five (5) days in a fiscal year.

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

**

- (a) up to one (1) day 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) two (2) days' leave with pay for needs directly related to the birth or to the adoption of the employee's child, which may be divided into two (2) periods and granted on separate days.

ARTICLE 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
MARRIAGE LEAVE WITH PAY

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

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

ARTICLE 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

**

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

**

46.02 When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of five (5) consecutive calendar days which must include the day of the funeral. During such period the employee shall

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

**

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

46.04 If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 46.02 and 46.03, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

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46.05 It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 46.02 and 46.03.

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 Staff Relations Act*, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his or her presence is so required.

ARTICLE 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.

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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, one (1) day 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 leaves 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, and is exposed to immediate hazards of physical injury by assault and other disagreeable conditions.

Degrees of Exposure

57.03 The factor recognizes the differences between maximum, medium and minimum security penal institutions, as designated by the Employer, and distinguishes between continual, frequent and limited degrees of exposure, as follows:

- Continual - means fulfillment of the conditions described in clause 57.02 above throughout the working day and recurring daily.
- Frequent - means fulfillment of the conditions described in clause 57.02 above for part or parts of the working day and generally recurring daily.
- Limited - means fulfillment of the conditions described in clause 57.02 above on an occasional basis.

Formula

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

Degree of Exposure	Penological Factor (X) Type of Institution								
	Maximum			Medium			Minimum		
Continual	100%	X	(\$1,900)	50%	X	(\$950)	30%	X	(\$570)
Frequent	50%	X	(\$950)	30%	X	(\$570)	20%	X	(\$380)
Limited	30%	X	(\$570)	20%	X	(\$380)	10%	X	(\$190)

Effective August 1, 2002:

Degree of Exposure	Penological Factor (X) Type of Institution								
	Maximum			Medium			Minimum		
Continual	100%	X	(\$2,000)	50%	X	(\$1,000)	30%	X	(\$600)
Frequent	50%	X	(\$1,000)	30%	X	(\$600)	20%	X	(\$400)
Limited	30%	X	(\$600)	20%	X	(\$400)	10%	X	(\$200)

Amount of PFA

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57.05 The value of “X” is set at one thousand nine hundred dollars (\$1,900) per annum. This allowance shall be paid on the same basis as that for the employee’s regular pay.

Effective August 1, 2002:

The value of “X” is set at two thousand dollars (\$2,000) per annum. This allowance shall be paid on the same basis as that for the employee’s regular pay.

Application of PFA

57.06 Penological Factor Allowance shall only be payable to the incumbent of a position on the establishment of, or loaned to, Correctional Staff Colleges, Regional Headquarters, and National Headquarters, when the conditions described in clause 57.02 above are applicable.

57.07 The applicability of PFA to a position and the position’s degree of PFA entitlement, shall be determined by the Employer following consultation with the bargaining agent.

57.08 Except as prescribed in clause 57.11 below, an employee shall be entitled to receive PFA for any month in which he or she receives a minimum of ten (10) days’ pay in a position(s) to which PFA applies.

57.09 Except as provided in clause 57.10 below, PFA shall be adjusted when the incumbent of a position to which PFA applies, is appointed or assigned duties in another position to which a different degree of PFA applies, regardless of whether such appointment or assignment is temporary or permanent, and for each month in which an employee performs duties in more than one position to which PFA applies, the employee shall receive the higher allowance, provided he or she has performed duties for at least ten (10) days as the incumbent of the position to which the higher allowance applies.

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

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

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

or

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

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

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

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

ARTICLE 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 Staff 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 one decimal twenty-five (1.25) days a month, .250 multiplied by the number of the hours in the employee's workweek per month;

(b) when the entitlement is one decimal sixty-seven (1.67) days a month, .333 multiplied by the number of the hours in the employee's workweek per month;

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(c) when the entitlement is one decimal eighty-four (1.84) days a month, .367 multiplied by the number of the hours in the employee's workweek per month;

(d) when the entitlement is one decimal ninety-two (1.92) days a month, .383 multiplied by the number of the hours in the employee's workweek per month;

(e) when the entitlement is two decimal zero nine (2.09) days a month, .417 multiplied by the number of the hours in the employee's workweek per month;

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(f) when the entitlement is two decimal twenty-five (2.25) days a month, .450 multiplied by the number of hours in the employee's workweek per month;

(g) when the entitlement is two decimal fifty (2.50) days a month, .500 multiplied by the number of the hours in the employee's workweek per month;

(h) however, a part-time employee who has received or is entitled to receive furlough leave shall have his or her vacation leave credits earned reduced by .083 multiplied by the number of hours in the part-time workweek, beginning in the month in which the twentieth (20th) anniversary of service occurs until the beginning of the month in which his or her twenty-fifth (25th) anniversary of service occurs.

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

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

(b) **Resignation**

On resignation, subject to paragraph 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 11(2)(g) of the *Financial Administration Act*, one (1)

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

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

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 be pyramided.

60.03 Appointment to a Separate Employer Organization

Notwithstanding paragraph 60.01(b), an employee who resigns to accept an appointment with an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* may choose not to be paid severance pay provided that the appointing organization will accept the employee's Part I service for its severance pay entitlement.

ARTICLE 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 the relevant Group Specific Appendix shall become effective on the dates specified.
- (b) Where the rates of pay set forth in the relevant Group Specific Appendix have an effective date prior to the date of signing of this Agreement, the following shall apply:
 - (i) "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day this Agreement is signed or when an arbitral award is rendered therefore;
 - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the groups identified in Article 9 of this Agreement during the retroactive period;
 - (iii) rates of pay shall be paid in an amount equal to what would have been paid had this Agreement been signed or an arbitral award rendered therefore on the effective date of the revision in rates of pay;
 - (iv) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with subparagraphs (b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;

- (v) no payment or no notification shall be made pursuant to paragraph 61.03(b) for one dollar (\$1) 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.

ARTICLE 62
AGREEMENT REOPENER

62.01 This Agreement may be amended by mutual consent.

ARTICLE 63
MATERNITY-RELATED REASSIGNMENT OR LEAVE

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

63.02 An employee's request under clause 63.01 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.

63.03 An employee who has made a request under clause 63.01 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.

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

63.05 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.

63.06 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.

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63.07 Notwithstanding 63.05, for an employee working in a Correctional Service of Canada 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 64

MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

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

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.

****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

DURATION

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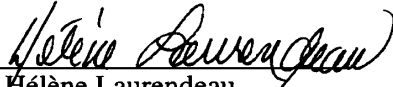
67.01 The provisions of this Agreement will expire on August 4, 2003.


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

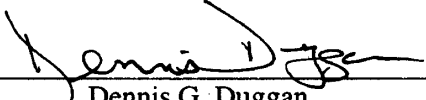
SIGNED AT OTTAWA, this 19th day of the month of November 2001.

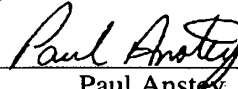
THE TREASURY BOARD
OF
CANADA

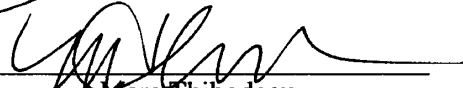
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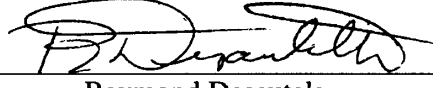

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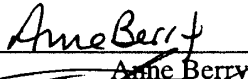

Jérôme Turcq


Dennis G. Duggan

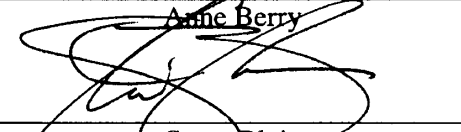

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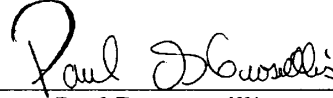

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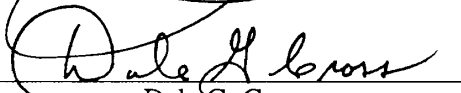

Raymond Desautels

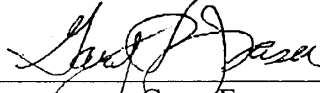

Anne Berry


Paul Devarenes


Steve Blais


Paul Desgroseilliers



Dale G. Cross


Garry Fraser


Maureen Harris

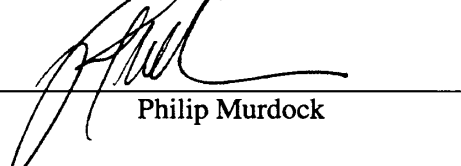

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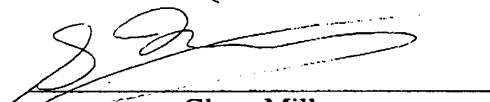

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John Irving

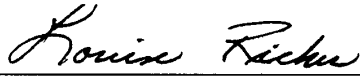

Michel Jacques


René Kitson


Philip Murdock


Glenn Miller

THE TREASURY BOARD
OF
CANADA

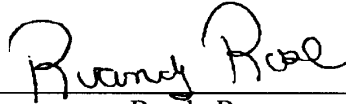


Louise Richer

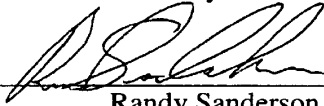


J.R.J. Vaillancourt, LCol

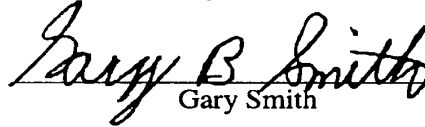
THE PUBLIC SERVICE
ALLIANCE OF
CANADA




Randy Rose



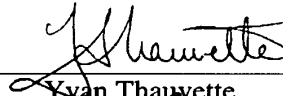
Randy Sanderson



Gary Smith



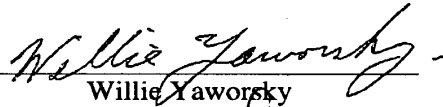
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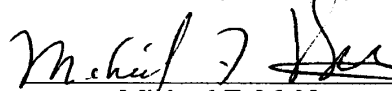
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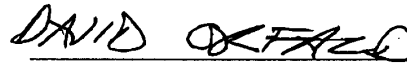
Ken Tordoff



Willie Yaworsky



Michael F. McNamara



David Orfald

****MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TREASURY BOARD
(HEREINAFTER CALLED THE EMPLOYER)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE ALLIANCE)
IN RESPECT OF
LUMP SUM SIGNING PAYMENT**

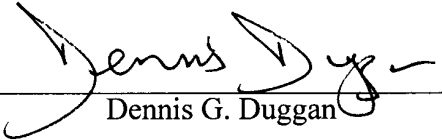
1. The parties agree that employees occupying positions in the Operational Services bargaining unit on date of signing of this agreement, shall be eligible to receive a lump sum payment in the following amounts and subject to the following conditions:
 - (a) One thousand dollars (\$1,000) for all employees in the FR, HP, LI, SC and PR(S) groups.

or
 - (b) One thousand dollars (\$1,000) for all employees of the GL, GS and HS groups whose rate of pay is not increased as a result of the reduction in zones.
 - (c) One thousand dollars (\$1,000) less the immediate annualized pay rate increase resulting from the reduction of zones, for all employees of the GL, GS and HS groups whose rate of pay is increased as a result of the reduction of zones.
2. Employees whose immediate annualized pay rate increase as a result of the reduction of zones is more than one thousand dollars (\$1,000), are not entitled to any lump sum payment provided in paragraph 1 above.
3. Part-time employees shall be entitled to the Allowance on the same basis as it is applicable to a full-time employee as provided in paragraph 1.

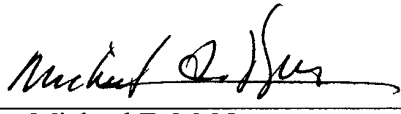
SIGNED AT OTTAWA, this 19th day of the month of November 2001.

THE TREASURY BOARD
OF
CANADA

THE PUBLIC SERVICE
ALLIANCE OF
CANADA



Dennis G. Duggan



Michael F. McNamara

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 and a half (37 1/2).

Vacation Leave**1.01 Accumulation of Vacation Leave**

- (a) An employee whose work schedule requires one hundred and eighty-two (182) shifts per year, and who has earned pay for at least seven (7) shifts for each calendar month of a fiscal year, shall earn vacation leave at the following rates:
 - (i) eleven (11) shifts per fiscal year if the employee has completed less than eight (8) years of service;
 - (ii) if the employee has received, or is eligible to receive, furlough leave:
 - (A) fourteen (14) shifts per fiscal year if the employee has completed eight (8) but less than twenty (20) years of service,

(B) fourteen (14) shifts per fiscal year if the employee has completed twenty (20) but less than twenty-five (25) years of service,

and

(C) eighteen (18) shifts per fiscal year if the employee has completed twenty-five (25) years of service;

**

(iii) fourteen (14) shifts per fiscal year if the employee has completed between eight (8) and sixteen (16) years of service and has not received, or is eligible but has elected not to receive, or is not eligible to receive furlough leave;

**

(iv) fifteen decimal six (15.6) shifts per fiscal year after the employee has completed sixteen (16) years of service;

(v) sixteen decimal four (16.4) shifts per fiscal year after the employee has completed seventeen (17) years of service;

(vi) eighteen (18) shifts per fiscal year after the employee has completed eighteen (18) years of service;

**

(vii) nineteen (19) shifts per fiscal year after the employee has completed twenty-seven (27) years of service;

**

(viii) twenty-one (21) shifts per fiscal year after the employee has completed twenty-eight (28) years of service;

(b) An employee whose work schedule requires one hundred and thirty-six and one-half (136 1/2) shifts per year, and who has earned pay for at least five (5) shifts for each calendar month of a fiscal year, shall earn vacation leave at the following:

(i) eight (8) shifts per fiscal year if the employee has completed less than eight (8) years of service;

(ii) if the employee has received, or is eligible to receive, furlough leave,

- (A) eleven (11) shifts per fiscal year if the employee has completed eight (8) but less than twenty (20) years of service,
- (B) eleven (11) shifts per fiscal year if the employee has completed twenty (20) but less than twenty-five (25) years of service,
- (C) fourteen (14) shifts per fiscal year if the employee has completed twenty-five (25) years of service;

**

- (iii) eleven (11) shifts per fiscal year if the employee has completed between eight (8) and sixteen (16) years of service and has not received, or is not eligible to receive furlough leave;

**

- (iv) twelve decimal two (12.2) shifts per fiscal year after the employee has completed sixteen (16) years of service;
- (v) twelve decimal eight (12.8) shifts per fiscal year after the employee has completed seventeen (17) years of service;
- (vi) fourteen (14) shifts per fiscal year after the employee has completed eighteen (18) years of service;

**

- (vii) fourteen decimal four (14.4) shifts per fiscal year after the employee has completed twenty-seven (27) years of service;

**

- (viii) sixteen (16) shifts per fiscal year after the employee has completed twenty-eight (28) years of service;

(c) Any other employee who has earned pay for at least ten (10) days for each calendar month of a fiscal year shall earn vacation leave at the following rates:

- (i) three (3) weeks per fiscal year if the employee has completed less than eight (8) years of service;
- (ii) if the employee has received, or is eligible to receive, furlough leave,

- (A) four (4) weeks per fiscal year if the employee has completed eight (8) but less than twenty (20) years of service,
- (B) four (4) weeks per fiscal year if the employee has completed twenty (20) but less than twenty-five (25) years of service,
- (C) five (5) weeks per fiscal year if the employee has completed twenty-five (25) years of service;

**

- (iii) four (4) weeks per fiscal year if the employee has completed between eight (8) and sixteen (16) years of service and has not received, or is not eligible to receive furlough leave;

**

- (iv) four (4) weeks and two (2) days per fiscal year after the employee has completed sixteen (16) years of service;
- (v) (iv) four (4) weeks and three (3) days per fiscal year after the employee has completed seventeen (17) years of service;
- (vi) five (5) weeks per fiscal year after the employee has completed eighteen (18) years of service;

**

- (vii) five (5) weeks and two (2) days per fiscal year after the employee has completed twenty-seven (27) years of service;

**

- (viii) six (6) weeks per fiscal year after the employee has completed twenty-eight (28) years of service;

- (d) 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 An employee who has not earned pay for the number of shifts or days specified in clause 1.01 for each calendar month of a fiscal year will earn vacation

leave at one-twelfth (1/12) of the rates specified in clause 1.01 for each calendar month in which the employee earns pay for the specified number of shifts or days.

1.03 Scheduling of Vacation Leave

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

- (a) not to recall an employee to duty after the employee has proceeded on vacation leave;
- (b) to grant the employee's vacation leave during the fiscal year for which it is earned, if so requested by the employee not later than June 1;
- (c) to comply with any request made by an employee before January 31 that the employee be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by the employee in the current year;
- (d) to grant the employee vacation leave for at least fourteen (14) consecutive days if so requested by the employee not later than June 1;
- (e) the Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in paragraph (b) above;
- (f) to grant an employee vacation leave when specified by the employee if:
 - (i) the period of vacation leave requested is less than a week,
 - and
 - (ii) the employee gives the Employer at least two (2) days' advance notice for each day of vacation leave requested;
- (g) to ensure that, at the request of the employee, vacation leave in periods of two (2) weeks or more is started following a scheduled period of rest days.

1.04 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 service may receive an advance of credits equivalent to the anticipated credits for the vacation year.

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

(a) is granted bereavement leave,

or

(b) is granted special 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.

1.06 Carry-over Provisions

Where in any fiscal year an employee has not been granted all of the vacation leave credited to the employee, the unused portion of the employee's vacation leave shall be carried over into the following fiscal year.

1.07 Recall from Vacation Leave

Where, during any period of vacation leave, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses as normally defined by the Employer, that the employee incurs:

(a) in proceeding to the employee's place of duty,

and

(b) 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.

1.08 The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 1.08 to be reimbursed for reasonable expenses incurred by the employee.

1.09 Leave when Employment Terminates

Where an employee dies or otherwise terminates the employee employment after a period of service of less than six (6) months, the employee or the employee's estate shall, in lieu of earned vacation leave, be paid an amount equal to four per cent (4%) of the total of the pay and compensation for overtime received by the employee during the employee's period of employment.

1.10 Subject to clause 1.11, where an employee dies or otherwise terminates the employee's employment after a period of service of more than six (6) months:

- (a) the employee or the employee's estate shall, in lieu of earned but unused vacation and furlough leave, be paid an amount equal to the product obtained by multiplying the number of days earned but unused vacation and furlough leave by the daily rate of pay applicable to the employee immediately prior to the termination of the employee's employment,

or

- (b) the Employer shall grant the employee any vacation and furlough leave earned but not used by the employee before the employment is terminated if the employee so requests because of a requirement to meet minimum service requirements for severance pay.

1.11 An employee whose employment is terminated by reason of a declaration that he or she abandoned his or her position is entitled to receive the payment referred to in clause 1.10 if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

1.12 Advance Payment of Vacation

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

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

1.13 Appointment to a Separate Employer

Notwithstanding 1.10 above, an employee who resigns to accept an appointment with an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* may choose not to be paid for unused vacation and furlough leave credits, provided that the appointing organization will accept such credits.

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

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, fire prevention officer or a fire prevention inspector. The scheduled hours of work for such employees shall be thirty-seven and one-half (37 1/2) 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 (1st) 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 (1st) 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) Paragraph 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 paragraph 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) 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. The duration of such leave shall be equal to the overtime worked multiplied by the applicable overtime rate. Payment of such leave shall be at the employee's straight-time rate of pay in effect at the time the overtime benefits were earned.
- (d) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- (e) 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 in accordance with paragraph (c) above.

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 (2nd) 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 nine dollars and fifty cents (\$9.50). When continuous overtime extends beyond seven (7) hours, a second (2nd) meal allowance in the amount of nine dollars and fifty cents (\$9.50) shall be provided. Only two (2) meals shall be provided in one (1) 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

nine dollars and fifty cents (\$9.50) shall be paid. Consecutive overtime shifts shall be construed as following scheduled hours of work.

**

Effective August 5, 2002

- (b) 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 (2nd) 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.
- (c) 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 one hundred and eighty-two (182) shifts per year shall earn credits at the rate of eleven-twelfths (11/12) of a shift for each calendar month for which the employee earns pay for at least seven (7) shifts.
- (b) An employee whose work schedule requires one hundred and thirty-six and one-half (136 1/2) shifts per year shall earn credits at the rate of two-thirds (2/3) of a shift for each calendar month for which the employee earns pay for at least five (5) shifts.
- (c) 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 paragraphs (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.

- (d) Any other employee shall earn credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which the employee earns pay for at least ten (10) days.

3.02 Granting of Sick Leave

An employee is eligible for 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.

**

3.03 Unless otherwise informed by the Employer, a statement signed by the employee describing the nature of his or her illness or injury and stating that because of this 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 3.02(a).

3.04 An employee is not eligible for sick leave with pay during any period in which the employee is on leave of absence without pay or under suspension.

3.05 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 3.02, sick leave with pay may, at the discretion of the Employer, be granted:

- (a) for a period of up to one and two-thirds (1 2/3) the annual accrual if the employee is awaiting a decision on an application for injury-on-duty leave,

or
- (b) for a period equal to the annual accrual if the employee has not submitted an application for injury-on-duty leave,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

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

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 paragraph 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.

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

- (a) mileage allowance at the rate normally paid to an employee when authorised by the Employer to use her/his automobile when the employee travels by means of her/his own automobile,

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

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

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:

**

Period of Service in the Public Service	Annual Amount	
	Date of Signing	August 5, 2002
5 to 9 years	\$640	\$740
10 to 14 years	750	850
15 to 19 years	880	980
20 to 24 years	1010	1110
25 to 29 years	1140	1240
30 years or more	1270	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 (1st) 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 (1st) 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 (1st) day of the subsequent month in any other case.

Designated Paid Holidays

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).

**

Nuclear Emergency Response Team

7.02 Firefighters working in firehalls 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"**

FR - FIREFIGHTERS GROUP

ANNUAL RATES OF PAY

(in dollars)

- A) Effective August 5, 2000**
- B) Effective August 5, 2001**
- C) Effective August 5, 2002**

FR - RECRUITMENT RATE

From:	\$	31521	33485
To:	A	32530	34557
	B	33441	35525
	C	34277	36413

FR-1

From:	\$	36038	36966	37915	39168	40456
To:	A	37191	38149	39128	40421	41751
	B	38232	39217	40224	41553	42920
	C	39188	40197	41230	42592	43993

FR-2

From:	\$	39902	41248	42602
To:	A	41179	42568	43965
	B	42332	43760	45196
	C	43390	44854	46326

FR-3

From:	\$	45288
To:	A	46737
	B	48046
	C	49247

FR-4

From:	\$	48137
To:	A	49677
	B	51068
	C	52345

FR-5

From:	\$	51356
To:	A	52999
	B	54483
	C	55845

FR-6

From:	\$	54824
To:	A	56578
	B	58162
	C	59616

**

PAY NOTES

1. The pay increment date for an employee appointed to a position in the bargaining unit on promotion, demotion, or from outside the Public Service after November 25, 1977 shall be the first (1st) Monday following the anniversary of the employee's appointment.
2. The increment period for employees paid in these scales of rates, other than employees paid in the Recruitment Rate scale of rates, is one (1) year.
3. The increment period for employees paid in the Recruitment Rate scale of rates is six (6) months.
4. After completing the second (2nd) 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).

Allowances

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.

Vacation Leave

Granting of Vacation Leave

1.01 Subject to operational requirements the Employer will make every reasonable effort to:

- (a) schedule an employee's vacation leave in the vacation year in which it is earned;
- (b) schedule the employee's vacation leave with pay for at least two (2) consecutive weeks, during the period requested, provided written notice of the period requested is given by the employee as soon as possible after April 1st but not later than May 31st;
- (c) schedule the employee's vacation leave with pay on any other basis than that specified in paragraph 1.01(b), if the employee gives the Employer at least five (5) days' advance written notice for requests of vacation leave with pay of five (5) days or less.

1.02 Upon request from the employee, the Employer may for good and sufficient reason schedule vacation leave with pay on shorter notice than that specified in paragraphs 1.01(b) and 1.01(c).

1.03 If an employee requests vacation leave with pay in accordance with clause 1.01 and the Employer denies his request, the Employer agrees to make every reasonable effort to comply with any subsequent request made by the employee concerning his vacation leave.

Carry-Over Provisions

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

1.05 Furlough Leave

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

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

Hours of Work and Overtime

2.01 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.

2.02 In reference to paragraph 25.02(a), Hours of Work, the standard work week is forty (40) hours per week and eight (8) hours per day.

2.03 In reference to paragraph 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.

2.04 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 (1st) 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.

2.05 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.

2.06 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.

2.07 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 paragraphs 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.

2.08 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.

2.09 When an employee reports to work overtime under the conditions described in clause 2.08, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance at the rate normally paid to an employee when authorised by the Employer to use her or his automobile when the employee travels by means of her or his own automobile,

or

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

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

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

2.11 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.

Travel Between Work Sites

3.01 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

4.01 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

5.01 A supervisory differential, as established in Annex “C”, 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

6.01 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

7.01 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

8.01 An employee shall be paid a height pay allowance equal to twenty-five (25%) per cent 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"****GL - GENERAL LABOUR & TRADES GROUP****Zone 1 – British Columbia, Yukon, Nunavut and Northwest Territories****Zone 2 – Atlantic, Quebec and Ontario****Zone 3 – Manitoba, Saskatchewan and Alberta****AIRCRAFT MAINTAINING SUB-GROUP (AIM)****HOURLY RATES OF PAY**

(in dollars)

- A) Effective August 5, 2000**
B) Effective August 5, 2001
C) Effective August 5, 2002

ZONE		1	2	3
LEVEL		RATES		
1	From:	14.15	14.15	14.15
	A	14.60	14.60	14.60
	B	15.01	15.01	15.01
	C	15.39	15.39	15.39
2	From:	14.66	14.66	14.66
	A	15.13	15.13	15.13
	B	15.55	15.55	15.55
	C	15.94	15.94	15.94
3	From:	15.14	15.14	15.14
	A	15.62	15.62	15.62
	B	16.06	16.06	16.06
	C	16.46	16.46	16.46
4	From:	15.61	15.61	15.61
	A	16.11	16.11	16.11
	B	16.56	16.56	16.56
	C	16.97	16.97	16.97

5	From:	16.21	16.21	16.21
	A	16.73	16.73	16.73
	B	17.20	17.20	17.20
	C	17.63	17.63	17.63
6	From:	16.75	16.75	16.75
	A	17.29	17.29	17.29
	B	17.77	17.77	17.77
	C	18.21	18.21	18.21
7	From:	17.32	17.32	17.32
	A	17.87	17.87	17.87
	B	18.37	18.37	18.37
	C	18.83	18.83	18.83
8	From:	18.05	18.05	18.05
	A	18.63	18.63	18.63
	B	19.15	19.15	19.15
	C	19.63	19.63	19.63
9	From:	18.74	18.74	18.74
	A	19.34	19.34	19.34
	B	19.88	19.88	19.88
	C	20.38	20.38	20.38
10	From:	19.47	19.47	19.47
	A	20.09	20.09	20.09
	B	20.65	20.65	20.65
	C	21.17	21.17	21.17
11	From:	20.20	20.20	20.20
	A	20.85	20.85	20.85
	B	21.43	21.43	21.43
	C	21.97	21.97	21.97
12	From:	20.92	20.92	20.92
	A	21.59	21.59	21.59
	B	22.19	22.19	22.19
	C	22.74	22.74	22.74

13	From:	21.59	21.59	21.59
	A	22.28	22.28	22.28
	B	22.90	22.90	22.90
	C	23.47	23.47	23.47
14	From:	22.28	22.28	22.28
	A	22.99	22.99	22.99
	B	23.63	23.63	23.63
	C	24.22	24.22	24.22

AMMUNITION WORKING SUB-GROUP (AMW)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	14.04	12.61	12.37
	A	14.49	13.01	12.77
	B	14.90	13.37	13.13
	C	15.27	13.70	13.46
2	From:	14.50	13.07	12.80
	A	14.96	13.49	13.21
	B	15.38	13.87	13.58
	C	15.76	14.22	13.92
3	From:	15.00	13.48	13.24
	A	15.48	13.91	13.66
	B	15.91	14.30	14.04
	C	16.31	14.66	14.39
4	From:	15.51	13.92	13.66
	A	16.01	14.37	14.10
	B	16.46	14.77	14.49
	C	16.87	15.14	14.85
5	From:	16.04	14.40	14.14
	A	16.55	14.86	14.59
	B	17.01	15.28	15.00
	C	17.44	15.66	15.38

6	From:	16.63	14.86	14.64
	A	17.16	15.34	15.11
	B	17.64	15.77	15.53
	C	18.08	16.16	15.92
7	From:	17.17	15.38	15.11
	A	17.72	15.87	15.59
	B	18.22	16.31	16.03
	C	18.68	16.72	16.43
8	From:	17.84	15.97	15.67
	A	18.41	16.48	16.17
	B	18.93	16.94	16.62
	C	19.40	17.36	17.04
9	From:	18.56	16.59	16.26
	A	19.15	17.12	16.78
	B	19.69	17.60	17.25
	C	20.18	18.04	17.68
10	From:	19.24	17.17	16.85
	A	19.86	17.72	17.39
	B	20.42	18.22	17.88
	C	20.93	18.68	18.33
11	From:	19.96	17.80	17.42
	A	20.60	18.37	17.98
	B	21.18	18.88	18.48
	C	21.71	19.35	18.94
12	From:	20.70	18.42	18.05
	A	21.36	19.01	18.63
	B	21.96	19.54	19.15
	C	22.51	20.03	19.63
13	From:	21.38	19.02	18.65
	A	22.06	19.63	19.25
	B	22.68	20.18	19.79
	C	23.25	20.68	20.28

14	From:	22.06	19.65	19.23
	A	22.77	20.28	19.85
	B	23.41	20.85	20.41
	C	24.00	21.37	20.92

BOILER-MAKING AND BLACKSMITHING SUB-GROUP (BOB)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	13.36	12.55	12.55
	A	13.79	12.95	12.95
	B	14.18	13.31	13.31
	C	14.53	13.64	13.64
2	From:	13.79	12.97	12.97
	A	14.23	13.39	13.39
	B	14.63	13.76	13.76
	C	15.00	14.10	14.10
3	From:	14.31	13.40	13.40
	A	14.77	13.83	13.83
	B	15.18	14.22	14.22
	C	15.56	14.58	14.58
4	From:	14.74	13.84	13.84
	A	15.21	14.28	14.28
	B	15.64	14.68	14.68
	C	16.03	15.05	15.05
5	From:	15.26	14.37	14.37
	A	15.75	14.83	14.83
	B	16.19	15.25	15.25
	C	16.59	15.63	15.63

6	From:	15.80	14.82	14.82
	A	16.31	15.29	15.29
	B	16.77	15.72	15.72
	C	17.19	16.11	16.11
7	From:	16.33	15.30	15.30
	A	16.85	15.79	15.79
	B	17.32	16.23	16.23
	C	17.75	16.64	16.64
8	From:	16.98	15.90	15.90
	A	17.52	16.41	16.41
	B	18.01	16.87	16.87
	C	18.46	17.29	17.29
9	From:	17.63	16.50	16.50
	A	18.19	17.03	17.03
	B	18.70	17.51	17.51
	C	19.17	17.95	17.95
10	From:	18.28	17.13	17.13
	A	18.86	17.68	17.68
	B	19.39	18.18	18.18
	C	19.87	18.63	18.63
11	From:	18.93	17.69	17.69
	A	19.54	18.26	18.26
	B	20.09	18.77	18.77
	C	20.59	19.24	19.24
12	From:	19.60	18.34	18.34
	A	20.23	18.93	18.93
	B	20.80	19.46	19.46
	C	21.32	19.95	19.95
13	From:	20.28	18.93	18.93
	A	20.93	19.54	19.54
	B	21.52	20.09	20.09
	C	22.06	20.59	20.59

14	From:	20.94	19.53	19.53
	A	21.61	20.15	20.15
	B	22.22	20.71	20.71
	C	22.78	21.23	21.23

CONSTRUCTION INSPECTING SUB-GROUP (COI)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	13.72	14.40	12.96
	A	14.16	14.86	13.37
	B	14.56	15.28	13.74
	C	14.92	15.66	14.08
2	From:	14.20	14.91	13.40
	A	14.65	15.39	13.83
	B	15.06	15.82	14.22
	C	15.44	16.22	14.58
3	From:	14.71	15.43	13.87
	A	15.18	15.92	14.31
	B	15.61	16.37	14.71
	C	16.00	16.78	15.08
4	From:	15.16	15.94	14.36
	A	15.65	16.45	14.82
	B	16.09	16.91	15.23
	C	16.49	17.33	15.61
5	From:	15.69	16.49	14.82
	A	16.19	17.02	15.29
	B	16.64	17.50	15.72
	C	17.06	17.94	16.11

6	From:	16.26	17.07	15.36
	A	16.78	17.62	15.85
	B	17.25	18.11	16.29
	C	17.68	18.56	16.70
7	From:	16.80	17.65	15.84
	A	17.34	18.21	16.35
	B	17.83	18.72	16.81
	C	18.28	19.19	17.23
8	From:	17.44	18.37	16.45
	A	18.00	18.96	16.98
	B	18.50	19.49	17.46
	C	18.96	19.98	17.90
9	From:	18.15	19.09	17.11
	A	18.73	19.70	17.66
	B	19.25	20.25	18.15
	C	19.73	20.76	18.60
10	From:			
	A			
	B			
	C			
11	From:			
	A			
	B			
	C			
12	From:			
	A			
	B			
	C			
13	From:			
	A			
	B			
	C			

14 From:
 A
 B
 C

CONSTRUCTION INSPECTING SUB-GROUP (COI)
(CONSTRUCTION INSPECTOR)
HOURLY RATES OF PAY
(in dollars)

- A) Effective August 5, 2000**
- B) Effective August 5, 2001**
- C) Effective August 5, 2002**

ZONE	1	2	3
LEVEL	RATES		
1	From: A B C		
2	From: A B C		
3	From: A B C		
4	From: A B C		
5	From: A B C		

6	From: A B C			
7	From: A B C			
8	From: A B C			
9	From: A B C	20.34 20.99 21.58 22.12	19.60 20.23 20.80 21.32	18.32 18.91 19.44 19.93
10	From: A B C	21.12 21.80 22.41 22.97	20.35 21.00 21.59 22.13	18.99 19.60 20.15 20.65
11	From: A B C	21.90 22.60 23.23 23.81	21.10 21.78 22.39 22.95	19.70 20.33 20.90 21.42
12	From: A B C	22.68 23.41 24.07 24.67	21.85 22.55 23.18 23.76	20.38 21.03 21.62 22.16
13	From: A B C	23.46 24.21 24.89 25.51	22.60 23.32 23.97 24.57	21.10 21.78 22.39 22.95

14	From:	24.26	23.37	21.80
	A	25.04	24.12	22.50
	B	25.74	24.80	23.13
	C	26.38	25.42	23.71

ELECTRICAL INSTALLING AND MAINTAINING SUB-GROUP (EIM)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	14.78	14.32	12.78
	A	15.25	14.78	13.19
	B	15.68	15.19	13.56
	C	16.07	15.57	13.90
2	From:	15.29	14.82	13.24
	A	15.78	15.29	13.66
	B	16.22	15.72	14.04
	C	16.63	16.11	14.39
3	From:	15.81	15.30	13.68
	A	16.32	15.79	14.12
	B	16.78	16.23	14.52
	C	17.20	16.64	14.88
4	From:	16.37	15.84	14.14
	A	16.89	16.35	14.59
	B	17.36	16.81	15.00
	C	17.79	17.23	15.38
5	From:	16.91	16.40	14.65
	A	17.45	16.92	15.12
	B	17.94	17.39	15.54
	C	18.39	17.82	15.93

6	From:	17.55	16.98	15.14
	A	18.11	17.52	15.62
	B	18.62	18.01	16.06
	C	19.09	18.46	16.46
7	From:	18.16	17.55	15.61
	A	18.74	18.11	16.11
	B	19.26	18.62	16.56
	C	19.74	19.09	16.97
8	From:	18.91	18.28	16.24
	A	19.52	18.86	16.76
	B	20.07	19.39	17.23
	C	20.57	19.87	17.66
9	From:	19.67	18.98	16.84
	A	20.30	19.59	17.38
	B	20.87	20.14	17.87
	C	21.39	20.64	18.32
10	From:	20.39	19.72	17.43
	A	21.04	20.35	17.99
	B	21.63	20.92	18.49
	C	22.17	21.44	18.95
11	From:			
	A			
	B			
	C			
12	From:			
	A			
	B			
	C			
13	From:			
	A			
	B			
	C			

14 From:
 A
 B
 C

ELECTRICAL INSTALLING AND MAINTAINING SUB-GROUP (EIM)
(ELECTRICIAN)
HOURLY RATES OF PAY
(in dollars)

- A) Effective August 5, 2000**
- B) Effective August 5, 2001**
- C) Effective August 5, 2002**

ZONE	1	2	3
LEVEL	RATES		
1	From: A B C		
2	From: A B C		
3	From: A B C		
4	From: A B C		
5	From: A B C		

6	From: A B C			
7	From: A B C			
8	From: A B C			
9	From: A B C			
10	From: A B C	20.94 21.61 22.22 22.78	20.24 20.89 21.47 22.01	18.78 19.38 19.92 20.42
11	From: A B C	21.70 22.39 23.02 23.60	20.96 21.63 22.24 22.80	19.48 20.10 20.66 21.18
12	From: A B C	22.48 23.20 23.85 24.45	21.72 22.42 23.05 23.63	20.20 20.85 21.43 21.97
13	From: A B C	23.26 24.00 24.67 25.29	22.48 23.20 23.85 24.45	20.89 21.56 22.16 22.71

14	From:	24.02	23.24	21.54
	A	24.79	23.98	22.23
	B	25.48	24.65	22.85
	C	26.12	25.27	23.42

ELEMENTAL SUB-GROUP (ELE)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	13.40	12.80	12.31
	A	13.83	13.21	12.70
	B	14.22	13.58	13.06
	C	14.58	13.92	13.39
2	From:	13.92	13.24	12.74
	A	14.37	13.66	13.15
	B	14.77	14.04	13.52
	C	15.14	14.39	13.86
3	From:	14.39	13.69	13.16
	A	14.85	14.13	13.58
	B	15.27	14.53	13.96
	C	15.65	14.89	14.31
4	From:	14.82	14.14	13.59
	A	15.29	14.59	14.02
	B	15.72	15.00	14.41
	C	16.11	15.38	14.77
5	From:	15.38	14.65	14.07
	A	15.87	15.12	14.52
	B	16.31	15.54	14.93
	C	16.72	15.93	15.30

6	From:	15.89	15.14	14.54
	A	16.40	15.62	15.01
	B	16.86	16.06	15.43
	C	17.28	16.46	15.82
7	From:	16.42	15.61	14.99
	A	16.95	16.11	15.47
	B	17.42	16.56	15.90
	C	17.86	16.97	16.30
8	From:	17.07	16.24	15.59
	A	17.62	16.76	16.09
	B	18.11	17.23	16.54
	C	18.56	17.66	16.95
9	From:	17.69	16.85	16.20
	A	18.26	17.39	16.72
	B	18.77	17.88	17.19
	C	19.24	18.33	17.62
10	From:	18.39	17.43	16.75
	A	18.98	17.99	17.29
	B	19.51	18.49	17.77
	C	20.00	18.95	18.21
11	From:	19.07	18.07	17.33
	A	19.68	18.65	17.88
	B	20.23	19.17	18.38
	C	20.74	19.65	18.84
12	From:	19.72	18.71	17.91
	A	20.35	19.31	18.48
	B	20.92	19.85	19.00
	C	21.44	20.35	19.48
13	From:	20.39	19.33	18.56
	A	21.04	19.95	19.15
	B	21.63	20.51	19.69
	C	22.17	21.02	20.18

14	From:	21.04	19.95	19.16
	A	21.71	20.59	19.77
	B	22.32	21.17	20.32
	C	22.88	21.70	20.83

GRAIN HANDLERS AND WEIGHPERSONS SUB-GROUP (GHW)**HOURLY RATES OF PAY**

(in dollars)

- A) Effective August 5, 2000
 B) Effective August 5, 2001
 C) Effective August 5, 2002

ZONE		1	2	3
LEVEL		RATES		
1	From:			
	A			
	B			
	C			
2	From:			
	A			
	B			
	C			
3	From:	16.61		15.44
	A	17.14		15.93
	B	17.62		16.38
	C	18.06		16.79
4	From:	17.14	15.86	15.90
	A	17.69	16.37	16.41
	B	18.19	16.83	16.87
	C	18.64	17.25	17.29
5	From:	17.69	16.40	16.44
	A	18.26	16.92	16.97
	B	18.77	17.39	17.45
	C	19.24	17.82	17.89

6	From:	18.32	16.91	17.00
	A	18.91	17.45	17.54
	B	19.44	17.94	18.03
	C	19.93	18.39	18.48
7	From:	18.89	17.44	17.46
	A	19.49	18.00	18.02
	B	20.04	18.50	18.52
	C	20.54	18.96	18.98
8	From:	19.65	18.14	18.16
	A	20.28	18.72	18.74
	B	20.85	19.24	19.26
	C	21.37	19.72	19.74
9	From:			
	A			
	B			
	C			
10	From:	20.70	19.04	19.08
	A	21.36	19.65	19.69
	B	21.96	20.20	20.24
	C	22.51	20.71	20.75
11	From:	20.76		19.76
	A	21.42		20.39
	B	22.02		20.96
	C	22.57		21.48
12	From:	21.72	19.95	20.42
	A	22.42	20.59	21.07
	B	23.05	21.17	21.66
	C	23.63	21.70	22.20
13	From:			
	A			
	B			
	C			

14 From:
 A
 B
 C

INSTRUMENT MAINTAINING SUB-GROUP (INM)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	13.69	13.48	12.54
	A	14.13	13.91	12.94
	B	14.53	14.30	13.30
	C	14.89	14.66	13.63
2	From:	14.17	13.95	12.97
	A	14.62	14.40	13.39
	B	15.03	14.80	13.76
	C	15.41	15.17	14.10
3	From:	14.66	14.41	13.40
	A	15.13	14.87	13.83
	B	15.55	15.29	14.22
	C	15.94	15.67	14.58
4	From:	15.14	14.86	13.82
	A	15.62	15.34	14.26
	B	16.06	15.77	14.66
	C	16.46	16.16	15.03
5	From:	15.67	15.43	14.37
	A	16.17	15.92	14.83
	B	16.62	16.37	15.25
	C	17.04	16.78	15.63

6	From:	16.24	15.95	14.82
	A	16.76	16.46	15.29
	B	17.23	16.92	15.72
	C	17.66	17.34	16.11
7	From:	16.75	16.49	15.29
	A	17.29	17.02	15.78
	B	17.77	17.50	16.22
	C	18.21	17.94	16.63
8	From:	17.42	17.14	15.90
	A	17.98	17.69	16.41
	B	18.48	18.19	16.87
	C	18.94	18.64	17.29
9	From:	18.11	17.80	16.49
	A	18.69	18.37	17.02
	B	19.21	18.88	17.50
	C	19.69	19.35	17.94
10	From:	18.78	18.45	17.11
	A	19.38	19.04	17.66
	B	19.92	19.57	18.15
	C	20.42	20.06	18.60
11	From:	19.47	19.16	17.67
	A	20.09	19.77	18.24
	B	20.65	20.32	18.75
	C	21.17	20.83	19.22
12	From:	20.17	19.80	18.32
	A	20.82	20.43	18.91
	B	21.40	21.00	19.44
	C	21.94	21.53	19.93
13	From:	20.82	20.48	18.91
	A	21.49	21.14	19.52
	B	22.09	21.73	20.07
	C	22.64	22.27	20.57

14	From:	21.52	21.18	19.51
	A	22.21	21.86	20.13
	B	22.83	22.47	20.69
	C	23.40	23.03	21.21

MACHINERY MAINTAINING SUB-GROUP (MAM)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	14.42	13.36	13.33
	A	14.88	13.79	13.76
	B	15.30	14.18	14.15
	C	15.68	14.53	14.50
2	From:	14.96	13.79	13.77
	A	15.44	14.23	14.21
	B	15.87	14.63	14.61
	C	16.27	15.00	14.98
3	From:	15.47	14.31	14.22
	A	15.97	14.77	14.68
	B	16.42	15.18	15.09
	C	16.83	15.56	15.47
4	From:	15.98	14.74	14.71
	A	16.49	15.21	15.18
	B	16.95	15.64	15.61
	C	17.37	16.03	16.00
5	From:	16.55	15.26	15.21
	A	17.08	15.75	15.70
	B	17.56	16.19	16.14
	C	18.00	16.59	16.54

6	From:	17.14	15.80	15.74
	A	17.69	16.31	16.24
	B	18.19	16.77	16.69
	C	18.64	17.19	17.11
7	From:	17.71	16.30	16.26
	A	18.28	16.82	16.78
	B	18.79	17.29	17.25
	C	19.26	17.72	17.68
8	From:	18.44	16.98	16.89
	A	19.03	17.52	17.43
	B	19.56	18.01	17.92
	C	20.05	18.46	18.37
9	From:	19.18	17.63	17.55
	A	19.79	18.19	18.11
	B	20.34	18.70	18.62
	C	20.85	19.17	19.09
10	From:	19.92	18.28	18.21
	A	20.56	18.86	18.79
	B	21.14	19.39	19.32
	C	21.67	19.87	19.80
11	From:	20.64	18.93	18.87
	A	21.30	19.54	19.47
	B	21.90	20.09	20.02
	C	22.45	20.59	20.52
12	From:	21.38	19.59	19.51
	A	22.06	20.22	20.13
	B	22.68	20.79	20.69
	C	23.25	21.31	21.21
13	From:	22.10	20.26	20.21
	A	22.81	20.91	20.86
	B	23.45	21.50	21.44
	C	24.04	22.04	21.98

14	From:	22.82	20.94	20.82
	A	23.55	21.61	21.49
	B	24.21	22.22	22.09
	C	24.82	22.78	22.64

MANIPULATING SUB-GROUP (MAN)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	14.65	13.55	13.36
	A	15.12	13.98	13.79
	B	15.54	14.37	14.18
	C	15.93	14.73	14.53
2	From:	15.15	14.00	13.82
	A	15.63	14.45	14.26
	B	16.07	14.85	14.66
	C	16.47	15.22	15.03
3	From:	15.66	14.45	14.31
	A	16.16	14.91	14.77
	B	16.61	15.33	15.18
	C	17.03	15.71	15.56
4	From:	16.21	14.95	14.78
	A	16.73	15.43	15.25
	B	17.20	15.86	15.68
	C	17.63	16.26	16.07
5	From:	16.76	15.47	15.26
	A	17.30	15.97	15.75
	B	17.78	16.42	16.19
	C	18.22	16.83	16.59

6	From:	17.34	16.00	15.80
	A	17.89	16.51	16.31
	B	18.39	16.97	16.77
	C	18.85	17.39	17.19
7	From:	17.92	16.52	16.37
	A	18.49	17.05	16.89
	B	19.01	17.53	17.36
	C	19.49	17.97	17.79
8	From:	18.71	17.18	17.00
	A	19.31	17.73	17.54
	B	19.85	18.23	18.03
	C	20.35	18.69	18.48
9	From:	19.42	17.84	17.64
	A	20.04	18.41	18.20
	B	20.60	18.93	18.71
	C	21.12	19.40	19.18
10	From:	20.19	18.53	18.32
	A	20.84	19.12	18.91
	B	21.42	19.66	19.44
	C	21.96	20.15	19.93
11	From:	20.93	19.20	18.95
	A	21.60	19.81	19.56
	B	22.20	20.36	20.11
	C	22.76	20.87	20.61
12	From:	21.66	19.86	19.65
	A	22.35	20.50	20.28
	B	22.98	21.07	20.85
	C	23.55	21.60	21.37
13	From:	22.44	20.54	20.32
	A	23.16	21.20	20.97
	B	23.81	21.79	21.56
	C	24.41	22.33	22.10

14	From:	23.15	21.21	20.96
	A	23.89	21.89	21.63
	B	24.56	22.50	22.24
	C	25.17	23.06	22.80

MACHINE TENDING SUB-GROUP (MAT)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	13.40	12.80	12.31
	A	13.83	13.21	12.70
	B	14.22	13.58	13.06
	C	14.58	13.92	13.39
2	From:	13.92	13.24	12.74
	A	14.37	13.66	13.15
	B	14.77	14.04	13.52
	C	15.14	14.39	13.86
3	From:	14.39	13.69	13.16
	A	14.85	14.13	13.58
	B	15.27	14.53	13.96
	C	15.65	14.89	14.31
4	From:	14.82	14.14	13.59
	A	15.29	14.59	14.02
	B	15.72	15.00	14.41
	C	16.11	15.38	14.77
5	From:	15.38	14.65	14.07
	A	15.87	15.12	14.52
	B	16.31	15.54	14.93
	C	16.72	15.93	15.30

6	From:	15.89	15.14	14.54
	A	16.40	15.62	15.01
	B	16.86	16.06	15.43
	C	17.28	16.46	15.82
7	From:	16.42	15.61	14.99
	A	16.95	16.11	15.47
	B	17.42	16.56	15.90
	C	17.86	16.97	16.30
8	From:	17.07	16.24	15.59
	A	17.62	16.76	16.09
	B	18.11	17.23	16.54
	C	18.56	17.66	16.95
9	From:	17.69	16.85	16.20
	A	18.26	17.39	16.72
	B	18.77	17.88	17.19
	C	19.24	18.33	17.62
10	From:	18.39	17.43	16.75
	A	18.98	17.99	17.29
	B	19.51	18.49	17.77
	C	20.00	18.95	18.21
11	From:	19.07	18.07	17.33
	A	19.68	18.65	17.88
	B	20.23	19.17	18.38
	C	20.74	19.65	18.84
12	From:	19.72	18.71	17.91
	A	20.35	19.31	18.48
	B	20.92	19.85	19.00
	C	21.44	20.35	19.48
13	From:	20.39	19.33	18.56
	A	21.04	19.95	19.15
	B	21.63	20.51	19.69
	C	22.17	21.02	20.18

14	From:	21.04	19.95	19.16
	A	21.71	20.59	19.77
	B	22.32	21.17	20.32
	C	22.88	21.70	20.83

MACHINE DRIVING-OPERATING SUB-GROUP (MDO)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	13.62	12.60	11.90
	A	14.06	13.00	12.28
	B	14.45	13.36	12.62
	C	14.81	13.69	12.94
2	From:	14.11	13.05	12.31
	A	14.56	13.47	12.70
	B	14.97	13.85	13.06
	C	15.34	14.20	13.39
3	From:	14.57	13.45	12.70
	A	15.04	13.88	13.11
	B	15.46	14.27	13.48
	C	15.85	14.63	13.82
4	From:	15.06	13.92	13.11
	A	15.54	14.37	13.53
	B	15.98	14.77	13.91
	C	16.38	15.14	14.26
5	From:	15.90	14.71	13.84
	A	16.41	15.18	14.28
	B	16.87	15.61	14.68
	C	17.29	16.00	15.05

6	From:	16.45	15.18	14.32
	A	16.98	15.67	14.78
	B	17.46	16.11	15.19
	C	17.90	16.51	15.57
7	From:	17.02	15.67	14.79
	A	17.56	16.17	15.26
	B	18.05	16.62	15.69
	C	18.50	17.04	16.08
8	From:	17.69	16.28	15.36
	A	18.26	16.80	15.85
	B	18.77	17.27	16.29
	C	19.24	17.70	16.70
9	From:	18.37	16.89	15.90
	A	18.96	17.43	16.41
	B	19.49	17.92	16.87
	C	19.98	18.37	17.29
10	From:	19.08	17.50	16.49
	A	19.69	18.06	17.02
	B	20.24	18.57	17.50
	C	20.75	19.03	17.94
11	From:	19.76	18.15	17.03
	A	20.39	18.73	17.57
	B	20.96	19.25	18.06
	C	21.48	19.73	18.51
12	From:	20.48	18.76	17.63
	A	21.14	19.36	18.19
	B	21.73	19.90	18.70
	C	22.27	20.40	19.17
13	From:	21.19	19.39	18.21
	A	21.87	20.01	18.79
	B	22.48	20.57	19.32
	C	23.04	21.08	19.80

14	From:	21.86	20.00	18.78
	A	22.56	20.64	19.38
	B	23.19	21.22	19.92
	C	23.77	21.75	20.42

MACHINE OPERATING-CONTROLLING SUB-GROUP (MOC)**HOURLY RATES OF PAY**

(in dollars)

- A) Effective August 5, 2000
 B) Effective August 5, 2001
 C) Effective August 5, 2002

ZONE		1	2	3
LEVEL		RATES		
1	From:	14.36	13.25	13.56
	A	14.82	13.67	13.99
	B	15.23	14.05	14.38
	C	15.61	14.40	14.74
2	From:	14.84	13.70	14.04
	A	15.31	14.14	14.49
	B	15.74	14.54	14.90
	C	16.13	14.90	15.27
3	From:	15.36	14.19	14.50
	A	15.85	14.64	14.96
	B	16.29	15.05	15.38
	C	16.70	15.43	15.76
4	From:	15.84	14.66	14.97
	A	16.35	15.13	15.45
	B	16.81	15.55	15.88
	C	17.23	15.94	16.28
5	From:	16.42	15.16	15.51
	A	16.95	15.65	16.01
	B	17.42	16.09	16.46
	C	17.86	16.49	16.87

6	From:	17.01	15.67	16.04
	A	17.55	16.17	16.55
	B	18.04	16.62	17.01
	C	18.49	17.04	17.44
7	From:	17.60	16.21	16.59
	A	18.16	16.73	17.12
	B	18.67	17.20	17.60
	C	19.14	17.63	18.04
8	From:	18.32	16.85	17.23
	A	18.91	17.39	17.78
	B	19.44	17.88	18.28
	C	19.93	18.33	18.74
9	From:	19.02	17.45	17.89
	A	19.63	18.01	18.46
	B	20.18	18.51	18.98
	C	20.68	18.97	19.45
10	From:	19.75	18.14	18.58
	A	20.38	18.72	19.17
	B	20.95	19.24	19.71
	C	21.47	19.72	20.20
11	From:	20.48	18.78	19.24
	A	21.14	19.38	19.86
	B	21.73	19.92	20.42
	C	22.27	20.42	20.93
12	From:	21.19	19.46	19.93
	A	21.87	20.08	20.57
	B	22.48	20.64	21.15
	C	23.04	21.16	21.68
13	From:	21.90	20.10	20.60
	A	22.60	20.74	21.26
	B	23.23	21.32	21.86
	C	23.81	21.85	22.41

14	From:	22.63	20.77	21.26
	A	23.35	21.43	21.94
	B	24.00	22.03	22.55
	C	24.60	22.58	23.11

MACHINE, TOOL-MAKING AND ENGRAVING SUB-GROUP (MST)**HOURLY RATES OF PAY**

(in dollars)

- A) Effective August 5, 2000
 B) Effective August 5, 2001
 C) Effective August 5, 2002

ZONE		1	2	3
LEVEL		RATES		
1	From:	13.20	12.26	12.51
	A	13.62	12.65	12.91
	B	14.00	13.00	13.27
	C	14.35	13.33	13.60
2	From:	13.66	12.69	12.95
	A	14.10	13.10	13.36
	B	14.49	13.47	13.73
	C	14.85	13.81	14.07
3	From:	14.14	13.11	13.37
	A	14.59	13.53	13.80
	B	15.00	13.91	14.19
	C	15.38	14.26	14.54
4	From:	14.57	13.55	13.79
	A	15.04	13.98	14.23
	B	15.46	14.37	14.63
	C	15.85	14.73	15.00
5	From:	15.11	13.99	14.32
	A	15.59	14.44	14.78
	B	16.03	14.84	15.19
	C	16.43	15.21	15.57

6	From:	15.61	14.45	14.80
	A	16.11	14.91	15.27
	B	16.56	15.33	15.70
	C	16.97	15.71	16.09
7	From:	16.13	14.95	15.26
	A	16.65	15.43	15.75
	B	17.12	15.86	16.19
	C	17.55	16.26	16.59
8	From:	16.76	15.51	15.84
	A	17.30	16.01	16.35
	B	17.78	16.46	16.81
	C	18.22	16.87	17.23
9	From:	17.41	16.08	16.44
	A	17.97	16.59	16.97
	B	18.47	17.05	17.45
	C	18.93	17.48	17.89
10	From:	18.06	16.68	17.05
	A	18.64	17.21	17.60
	B	19.16	17.69	18.09
	C	19.64	18.13	18.54
11	From:	18.68	17.26	17.64
	A	19.28	17.81	18.20
	B	19.82	18.31	18.71
	C	20.32	18.77	19.18
12	From:	19.34	17.81	18.24
	A	19.96	18.38	18.82
	B	20.52	18.89	19.35
	C	21.03	19.36	19.83
13	From:	19.99	18.42	18.86
	A	20.63	19.01	19.46
	B	21.21	19.54	20.00
	C	21.74	20.03	20.50

14	From:	20.68	19.02	19.47
	A	21.34	19.63	20.09
	B	21.94	20.18	20.65
	C	22.49	20.68	21.17

PAINTING & CONSTRUCTION FINISHING SUB-GROUP (PCF)**HOURLY RATES OF PAY**

(in dollars)

- A) Effective August 5, 2000
- B) Effective August 5, 2001
- C) Effective August 5, 2002

ZONE		1	2	3
LEVEL		RATES		
1	From:			
	A			
	B			
	C			
2	From:			
	A			
	B			
	C			
3	From:			
	A			
	B			
	C			
4	From:			
	A			
	B			
	C			
5	From:			
	A			
	B			
	C			

6	From:	18.91	16.87	17.46
	A	19.52	17.41	18.02
	B	20.07	17.90	18.52
	C	20.57	18.35	18.98
7	From:	19.57	17.42	18.08
	A	20.20	17.98	18.66
	B	20.77	18.48	19.18
	C	21.29	18.94	19.66
8	From:	20.38	18.14	18.86
	A	21.03	18.72	19.46
	B	21.62	19.24	20.00
	C	22.16	19.72	20.50
9	From:	21.21	18.87	19.59
	A	21.89	19.47	20.22
	B	22.50	20.02	20.79
	C	23.06	20.52	21.31
10	From:	22.04	19.57	20.34
	A	22.75	20.20	20.99
	B	23.39	20.77	21.58
	C	23.97	21.29	22.12
11	From:	22.83	20.28	21.10
	A	23.56	20.93	21.78
	B	24.22	21.52	22.39
	C	24.83	22.06	22.95
12	From:	23.66	21.00	21.84
	A	24.42	21.67	22.54
	B	25.10	22.28	23.17
	C	25.73	22.84	23.75
13	From:	24.48	21.72	22.58
	A	25.26	22.42	23.30
	B	25.97	23.05	23.95
	C	26.62	23.63	24.55

14	From:	25.29	22.46	23.30
	A	26.10	23.18	24.05
	B	26.83	23.83	24.72
	C	27.50	24.43	25.34

PIPEFITTING SUB-GROUP (PIP)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	14.06	14.80	12.89
	A	14.51	15.27	13.30
	B	14.92	15.70	13.67
	C	15.29	16.09	14.01
2	From:	14.54	15.30	13.33
	A	15.01	15.79	13.76
	B	15.43	16.23	14.15
	C	15.82	16.64	14.50
3	From:	15.02	15.86	13.77
	A	15.50	16.37	14.21
	B	15.93	16.83	14.61
	C	16.33	17.25	14.98
4	From:	15.54	16.39	14.20
	A	16.04	16.91	14.65
	B	16.49	17.38	15.06
	C	16.90	17.81	15.44
5	From:	16.08	17.00	14.73
	A	16.59	17.54	15.20
	B	17.05	18.03	15.63
	C	17.48	18.48	16.02

6	From:	16.65	17.61	15.23
	A	17.18	18.17	15.72
	B	17.66	18.68	16.16
	C	18.10	19.15	16.56
7	From:	17.18	18.17	15.73
	A	17.73	18.75	16.23
	B	18.23	19.28	16.68
	C	18.69	19.76	17.10
8	From:	17.89	18.93	16.37
	A	18.46	19.54	16.89
	B	18.98	20.09	17.36
	C	19.45	20.59	17.79
9	From:	18.62	19.70	16.91
	A	19.22	20.33	17.45
	B	19.76	20.90	17.94
	C	20.25	21.42	18.39
10	From:	19.32	20.42	17.60
	A	19.94	21.07	18.16
	B	20.50	21.66	18.67
	C	21.01	22.20	19.14
11	From:	19.99	21.21	18.21
	A	20.63	21.89	18.79
	B	21.21	22.50	19.32
	C	21.74	23.06	19.80
12	From:	20.74	21.95	18.85
	A	21.40	22.65	19.45
	B	22.00	23.28	19.99
	C	22.55	23.86	20.49
13	From:	21.43	22.70	19.47
	A	22.12	23.43	20.09
	B	22.74	24.09	20.65
	C	23.31	24.69	21.17

14	From:	22.13	23.46	20.10
	A	22.84	24.21	20.74
	B	23.48	24.89	21.32
	C	24.07	25.51	21.85

PIPEFITTING SUB-GROUP (PIP)
(PIPEFITTER AND PLUMBER)
HOURLY RATES OF PAY
(in dollars)

- A) **Effective August 5, 2000**
B) **Effective August 5, 2001**
C) **Effective August 5, 2002**

ZONE	1	2	3
LEVEL	RATES		
1	From: A B C		
2	From: A B C		
3	From: A B C		
4	From: A B C		
5	From: A B C		

6	From: A B C			
7	From: A B C			
8	From: A B C			
9	From: A B C	20.53 21.19 21.78 22.32	20.23 20.88 21.46 22.00	19.08 19.69 20.24 20.75
10	From: A B C	21.36 22.04 22.66 23.23	20.98 21.65 22.26 22.82	19.80 20.43 21.00 21.53
11	From: A B C	22.12 22.83 23.47 24.06	21.79 22.49 23.12 23.70	20.50 21.16 21.75 22.29
12	From: A B C	22.90 23.63 24.29 24.90	22.53 23.25 23.90 24.50	21.22 21.90 22.51 23.07
13	From: A B C	23.70 24.46 25.14 25.77	23.29 24.04 24.71 25.33	21.95 22.65 23.28 23.86

14	From:	24.47	24.06	22.70
	A	25.25	24.83	23.43
	B	25.96	25.53	24.09
	C	26.61	26.17	24.69

PRECISION WORKING SUB-GROUP (PRW)
(PAINTER, BRICKLAYER, STONEMASON AND PLASTERER)
HOURLY RATES OF PAY
(in dollars)

- A) **Effective August 5, 2000**
B) **Effective August 5, 2001**
C) **Effective August 5, 2002**

ZONE	1	2	3
LEVEL	RATES		
1	From: A B C		
2	From: A B C		
3	From: A B C		
4	From: A B C		
5	From: A B C		

6	From:	18.91	16.87	17.46
	A	19.52	17.41	18.02
	B	20.07	17.90	18.52
	C	20.57	18.35	18.98
7	From:	19.57	17.42	18.08
	A	20.20	17.98	18.66
	B	20.77	18.48	19.18
	C	21.29	18.94	19.66
8	From:	20.38	18.14	18.86
	A	21.03	18.72	19.46
	B	21.62	19.24	20.00
	C	22.16	19.72	20.50
9	From:	21.21	18.87	19.59
	A	21.89	19.47	20.22
	B	22.50	20.02	20.79
	C	23.06	20.52	21.31
10	From:	22.04	19.57	20.34
	A	22.75	20.20	20.99
	B	23.39	20.77	21.58
	C	23.97	21.29	22.12
11	From:	22.83	20.28	21.10
	A	23.56	20.93	21.78
	B	24.22	21.52	22.39
	C	24.83	22.06	22.95
12	From:	23.66	21.00	21.84
	A	24.42	21.67	22.54
	B	25.10	22.28	23.17
	C	25.73	22.84	23.75
13	From:	24.48	21.72	22.58
	A	25.26	22.42	23.30
	B	25.97	23.05	23.95
	C	26.62	23.63	24.55

14	From:	25.29	22.46	23.30
	A	26.10	23.18	24.05
	B	26.83	23.83	24.72
	C	27.50	24.43	25.34

PRECISION WORKING SUB-GROUP (PRW)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	14.66	13.56	13.37
	A	15.13	13.99	13.80
	B	15.55	14.38	14.19
	C	15.94	14.74	14.54
2	From:	15.16	14.04	13.84
	A	15.65	14.49	14.28
	B	16.09	14.90	14.68
	C	16.49	15.27	15.05
3	From:	15.67	14.50	14.32
	A	16.17	14.96	14.78
	B	16.62	15.38	15.19
	C	17.04	15.76	15.57
4	From:	16.21	14.96	14.79
	A	16.73	15.44	15.26
	B	17.20	15.87	15.69
	C	17.63	16.27	16.08
5	From:	16.76	15.49	15.29
	A	17.30	15.99	15.78
	B	17.78	16.44	16.22
	C	18.22	16.85	16.63

6	From:	17.39	16.01	15.81
	A	17.95	16.52	16.32
	B	18.45	16.98	16.78
	C	18.91	17.40	17.20
7	From:	17.95	16.59	16.38
	A	18.52	17.12	16.90
	B	19.04	17.60	17.37
	C	19.52	18.04	17.80
8	From:	18.73	17.19	17.01
	A	19.33	17.74	17.55
	B	19.87	18.24	18.04
	C	20.37	18.70	18.49
9	From:	19.47	17.88	17.65
	A	20.09	18.45	18.21
	B	20.65	18.97	18.72
	C	21.17	19.44	19.19
10	From:	20.23	18.58	18.33
	A	20.88	19.17	18.92
	B	21.46	19.71	19.45
	C	22.00	20.20	19.94
11	From:	20.96	19.24	18.95
	A	21.63	19.86	19.56
	B	22.24	20.42	20.11
	C	22.80	20.93	20.61
12	From:	21.70	19.92	19.65
	A	22.39	20.56	20.28
	B	23.02	21.14	20.85
	C	23.60	21.67	21.37
13	From:	22.45	20.60	20.32
	A	23.17	21.26	20.97
	B	23.82	21.86	21.56
	C	24.42	22.41	22.10

14	From:	23.21	21.26	20.98
	A	23.95	21.94	21.65
	B	24.62	22.55	22.26
	C	25.24	23.11	22.82

SHEET METAL WORKING SUB-GROUP (SMW)
(SHEET METAL WORKER)
HOURLY RATES OF PAY
(in dollars)

- A) Effective August 5, 2000**
- B) Effective August 5, 2001**
- C) Effective August 5, 2002**

ZONE	1	2	3
LEVEL	RATES		
1	From: A B C		
2	From: A B C		
3	From: A B C		
4	From: A B C		
5	From: A B C		

6	From: A B C			
7	From: A B C	20.42 21.07 21.66 22.20	17.31 17.86 18.36 18.82	18.36 18.95 19.48 19.97
8	From: A B C	21.26 21.94 22.55 23.11	18.01 18.59 19.11 19.59	19.16 19.77 20.32 20.83
9	From: A B C	22.13 22.84 23.48 24.07	18.73 19.33 19.87 20.37	19.87 20.51 21.08 21.61
10	From: A B C	22.99 23.73 24.39 25.00	19.42 20.04 20.60 21.12	20.68 21.34 21.94 22.49
11	From: A B C	23.85 24.61 25.30 25.93	20.11 20.75 21.33 21.86	21.40 22.08 22.70 23.27
12	From: A B C	24.70 25.49 26.20 26.86	20.82 21.49 22.09 22.64	22.17 22.88 23.52 24.11
13	From: A B C	25.55 26.37 27.11 27.79	21.54 22.23 22.85 23.42	22.95 23.68 24.34 24.95

14	From:	26.40	22.26	23.70
	A	27.24	22.97	24.46
	B	28.00	23.61	25.14
	C	28.70	24.20	25.77

SHEET METAL WORKING SUB-GROUP (SMW)**HOURLY RATES OF PAY**

(in dollars)

- A) Effective August 5, 2000
 B) Effective August 5, 2001
 C) Effective August 5, 2002

ZONE		1	2	3
LEVEL		RATES		
1	From:	15.67	13.69	13.76
	A	16.17	14.13	14.20
	B	16.62	14.53	14.60
	C	17.04	14.89	14.97
2	From:	16.25	14.17	14.22
	A	16.77	14.62	14.68
	B	17.24	15.03	15.09
	C	17.67	15.41	15.47
3	From:	16.80	14.66	14.72
	A	17.34	15.13	15.19
	B	17.83	15.55	15.62
	C	18.28	15.94	16.01
4	From:	17.34	15.15	15.18
	A	17.89	15.63	15.67
	B	18.39	16.07	16.11
	C	18.85	16.47	16.51
5	From:	18.01	15.67	15.74
	A	18.59	16.17	16.24
	B	19.11	16.62	16.69
	C	19.59	17.04	17.11

6	From:	18.68	16.24	16.27
	A	19.28	16.76	16.79
	B	19.82	17.23	17.26
	C	20.32	17.66	17.69
7	From:	19.33	16.75	16.84
	A	19.95	17.29	17.38
	B	20.51	17.77	17.87
	C	21.02	18.21	18.32
8	From:	20.11	17.42	17.45
	A	20.75	17.98	18.01
	B	21.33	18.48	18.51
	C	21.86	18.94	18.97
9	From:	20.94	18.11	18.16
	A	21.61	18.69	18.74
	B	22.22	19.21	19.26
	C	22.78	19.69	19.74
10	From:	21.75	18.78	18.87
	A	22.45	19.38	19.47
	B	23.08	19.92	20.02
	C	23.66	20.42	20.52
11	From:	22.55	19.47	19.53
	A	23.27	20.09	20.15
	B	23.92	20.65	20.71
	C	24.52	21.17	21.23
12	From:	23.31	20.17	20.24
	A	24.06	20.82	20.89
	B	24.73	21.40	21.47
	C	25.35	21.94	22.01
13	From:	24.14	20.82	20.93
	A	24.91	21.49	21.60
	B	25.61	22.09	22.20
	C	26.25	22.64	22.76

14	From:	24.97	21.51	21.64
	A	25.77	22.20	22.33
	B	26.49	22.82	22.96
	C	27.15	23.39	23.53

VEHICLE & HEAVY EQUIPMENT MAINTAINING SUB-GROUP (VHE)**HOURLY RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

ZONE		1	2	3
LEVEL		RATES		
1	From:	14.42	13.24	12.80
	A	14.88	13.66	13.21
	B	15.30	14.04	13.58
	C	15.68	14.39	13.92
2	From:	14.96	13.70	13.24
	A	15.44	14.14	13.66
	B	15.87	14.54	14.04
	C	16.27	14.90	14.39
3	From:	15.47	14.17	13.68
	A	15.97	14.62	14.12
	B	16.42	15.03	14.52
	C	16.83	15.41	14.88
4	From:	15.98	14.65	14.12
	A	16.49	15.12	14.57
	B	16.95	15.54	14.98
	C	17.37	15.93	15.35
5	From:	16.55	15.15	14.64
	A	17.08	15.63	15.11
	B	17.56	16.07	15.53
	C	18.00	16.47	15.92

6	From:	17.14	15.65	15.13
	A	17.69	16.15	15.61
	B	18.19	16.60	16.05
	C	18.64	17.02	16.45
7	From:	17.71	16.20	15.59
	A	18.28	16.72	16.09
	B	18.79	17.19	16.54
	C	19.26	17.62	16.95
8	From:	18.44	16.84	16.24
	A	19.03	17.38	16.76
	B	19.56	17.87	17.23
	C	20.05	18.32	17.66
9	From:	19.18	17.43	16.84
	A	19.79	17.99	17.38
	B	20.34	18.49	17.87
	C	20.85	18.95	18.32
10	From:	19.92	18.11	17.42
	A	20.56	18.69	17.98
	B	21.14	19.21	18.48
	C	21.67	19.69	18.94
11	From:	20.64	18.75	18.06
	A	21.30	19.35	18.64
	B	21.90	19.89	19.16
	C	22.45	20.39	19.64
12	From:	21.38	19.42	18.71
	A	22.06	20.04	19.31
	B	22.68	20.60	19.85
	C	23.25	21.12	20.35
13	From:	22.10	20.09	19.33
	A	22.81	20.73	19.95
	B	23.45	21.31	20.51
	C	24.04	21.84	21.02

14	From:	22.82	20.75	19.94
	A	23.55	21.41	20.58
	B	24.21	22.01	21.16
	C	24.82	22.56	21.69

WOODWORKING SUB-GROUP (WOW)
(CARPENTER)
HOURLY RATES OF PAY
(in dollars)

- A) **Effective August 5, 2000**
B) **Effective August 5, 2001**
C) **Effective August 5, 2002**

ZONE	1	2	3
LEVEL	RATES		
1	From: A B C		
2	From: A B C		
3	From: A B C		
4	From: A B C		
5	From: A B C		

6	From: A B C			
7	From: A B C			
8	From: A B C			
9	From: A B C	19.53 20.15 20.71 21.23	18.36 18.95 19.48 19.97	17.65 18.21 18.72 19.19
10	From: A B C	20.28 20.93 21.52 22.06	19.08 19.69 20.24 20.75	18.33 18.92 19.45 19.94
11	From: A B C	21.02 21.69 22.30 22.86	19.76 20.39 20.96 21.48	18.98 19.59 20.14 20.64
12	From: A B C	21.80 22.50 23.13 23.71	20.48 21.14 21.73 22.27	19.67 20.30 20.87 21.39
13	From: A B C	22.53 23.25 23.90 24.50	21.18 21.86 22.47 23.03	20.33 20.98 21.57 22.11

14	From:	23.27	21.86	20.98
	A	24.01	22.56	21.65
	B	24.68	23.19	22.26
	C	25.30	23.77	22.82

WOODWORKING SUB-GROUP (WOW)**HOURLY RATES OF PAY**

(in dollars)

- A) Effective August 5, 2000
 B) Effective August 5, 2001
 C) Effective August 5, 2002

ZONE		1	2	3
LEVEL		RATES		
1	From:	13.48	13.55	12.89
	A	13.91	13.98	13.30
	B	14.30	14.37	13.67
	C	14.66	14.73	14.01
2	From:	13.96	14.00	13.33
	A	14.41	14.45	13.76
	B	14.81	14.85	14.15
	C	15.18	15.22	14.50
3	From:	14.42	14.49	13.77
	A	14.88	14.95	14.21
	B	15.30	15.37	14.61
	C	15.68	15.75	14.98
4	From:	14.91	14.96	14.20
	A	15.39	15.44	14.65
	B	15.82	15.87	15.06
	C	16.22	16.27	15.44
5	From:	15.44	15.49	14.73
	A	15.93	15.99	15.20
	B	16.38	16.44	15.63
	C	16.79	16.85	16.02

6	From:	15.95	16.00	15.23
	A	16.46	16.51	15.72
	B	16.92	16.97	16.16
	C	17.34	17.39	16.56
7	From:	16.49	16.55	15.73
	A	17.02	17.08	16.23
	B	17.50	17.56	16.68
	C	17.94	18.00	17.10
8	From:	17.14	17.18	16.37
	A	17.69	17.73	16.89
	B	18.19	18.23	17.36
	C	18.64	18.69	17.79
9	From:	17.83	17.88	16.91
	A	18.40	18.45	17.45
	B	18.92	18.97	17.94
	C	19.39	19.44	18.39
10	From:			
	A			
	B			
	C			
11	From:			
	A			
	B			
	C			
12	From:			
	A			
	B			
	C			
13	From:			
	A			
	B			
	C			

14 From:
 A
 B
 C

ANNEX “B”
SUPERVISORY DIFFERENTIAL

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

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

- (1) determine the non-supervisory rate of pay according to zone and level;
- (2) determine the Supervisory Differential by multiplying the applicable Supervisory 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, 2000 in the MAM sub-group in Zone 1, at level 8 and a Supervisory Coordinate B2, would receive a basic rate of pay of nineteen dollars and three cents (\$19.03) as per Annex “A”. The Supervisory Differential of one dollar and twenty-four cents (\$1.24) 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 dollars and twenty-seven cents (\$20.27).

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

Inmate Training Co-ordinates	Inmate Training Differential as a Percentage of Basic Rate
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 zone and 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, 2000 in the MAM sub-group in Zone 3, at level 8 and a C2 Inmate Training Rating would receive a basic rate of pay (non-supervisory) of seventeen dollars and forty-three cents (\$17.43) as per Annex "A". The Inmate Training Differential of two dollars and nine cents (\$2.09) 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 nineteen dollars and fifty-two cents (\$19.52) for this particular employee,

Inmate Training Differential as Applied to a Supervisory Rate

For example, an employee on August 5, 2000 in the MAM sub-group in Zone 3, at level 8 with a Supervisory Coordinate B2 and a C2 Inmate training Rating would receive a basic rate of pay (non-supervisory) of seventeen dollars and forty-three cents (\$17.43) as per Annex "A". The Supervisory Differential is one dollar and thirteen cents (\$1.13) as set out in Annex "B" of the collective agreement. The Inmate Training Differential of two dollars and nine cents (\$2.09) 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 dollars and sixty-five cents (\$20.65) 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. Pasture managers, pasture riders and range riders shall receive a horse allowance of one thousand two hundred and fifty (\$1,250) 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 Master Agreement and this Group Specific Collective 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 (1st) and second (2nd) 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 15th 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 (1st) 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.

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 "T", 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

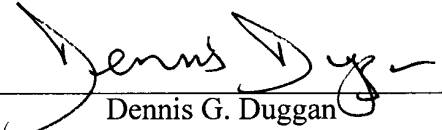
An employee on standby who is called in to work and who reports for work immediately shall be compensated in accordance with the call-back provisions of this agreement.

- 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.

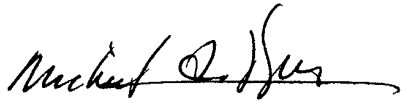
SIGNED AT OTTAWA, this 19th day of the month of November 2001.

THE TREASURY BOARD
OF
CANADA

THE PUBLIC SERVICE
ALLIANCE OF
CANADA



Dennis G. Duggan



Michael F. McNamara

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

For the purposes of this Appendix:

- (a) **"annual rate of pay"** means an employee's weekly rate of pay times multiplied by fifty-two decimal one seventy-six (52.176);
- (b) **"daily rate of pay"** means an employee's hourly rate of pay times 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).

Vacation Leave With Pay**Granting of Vacation Leave**

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

- (a) schedule an employee's vacation leave in the vacation year in which it is earned;
- (b) schedule the employee's vacation leave with pay for at least two (2) consecutive weeks, during the period requested, provided written notice of the period requested is given by the employee as soon as possible after April 1st but not later than May 1st. The Employer shall respond to such request not later than May 31st;
- (c) schedule at least two (2) weeks' vacation during the period June 1st to August 30, upon request of the employee;

- (d) schedule the employee's vacation leave with pay on any other basis than that specified in paragraph 1.01(b), if the employee gives the Employer at least five (5) days' advance written notice for requests of vacation leave with pay of five (5) days or less. However, if no replacement is required during the period of vacation leave, such notice must be given at least two (2) days in advance.

1.02 Upon request from the employee, the Employer may for good and sufficient reason schedule vacation leave with pay on shorter notice than that specified in paragraphs 1.01(b) and 1.01(c).

1.03 If an employee requests vacation leave with pay in accordance with clause 1.01 and the Employer denies the employee's request due to the operational requirements of the service, the Employer agrees to make every reasonable effort to comply with any subsequent request made by the employee concerning the employee's vacation leave.

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

Carry-over Provisions

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

1.06 Recall from Vacation Leave With Pay

- (a) The Employer shall make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay.
- (b) Where, during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:
 - (i) in proceeding to the employee's place of duty,

and

- (ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled,

and

- (iii) such expenses shall include any non-refundable deposit that the employee may have lost in consequence of the employee having been recalled to duty, after submitting such accounts as are normally required by the Employer.

- (c) The employee shall not be considered as being on vacation leave with pay during any period in respect of which the employee is entitled under paragraph 1.05(b) to be reimbursed for reasonable expenses incurred by the employee.

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 (1st) 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 (1st) 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 paragraph 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 (1st) day of rest, and for all hours worked on the second (2nd) or subsequent day of rest. Second (2nd)

or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, 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, 2.05 and 2.07 and paragraph 2.04(b) 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:

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

- (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 1st 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 (1st) 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 1st 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 Clauses 2.01, 2.03 and 2.07 and paragraphs 2.02(b) and (c) and paragraphs 2.04(b), 2.05(a) and (b) do not apply to Fisheries Wardens and Security Guards employed at posts abroad.

2.16 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.

- (a) 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 (1st) day of rest and compensation at double (2) time rates for work performed on the second (2nd) 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 and one-half (37 1/2) hours Per Week Employees

4.01 Clauses 4.02 to 4.07 inclusive, shall apply to employees on a thirty-seven and one-half (37 1/2)-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 and one-half (37 1/2) 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 and one-half (37 1/2) hours per week,
- or
- (b) less compensation at the applicable hourly rate solely because regularly scheduled summer hours are less than thirty-seven and one-half (37 1/2) 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 and one-half (37 1/2) 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 paragraph 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"****GS - GENERAL SERVICES GROUP****Zone 1 – British Columbia, Yukon, Nunavut and Northwest Territories****Zone 2 – Atlantic, Quebec and Ontario****Zone 3 – Manitoba, Saskatchewan and Alberta****HOURLY RATES OF PAY**

- A) Effective August 5, 2000**
B) Effective August 5, 2001
C) Effective August 5, 2002

ZONE		1	2	3
LEVEL		RATES		
1	From:	11.16	10.11	10.21
	A	11.52	10.43	10.54
	B	11.84	10.72	10.84
	C	12.14	10.99	11.11
2	From:	13.40	12.26	12.16
	A	13.83	12.65	12.55
	B	14.22	13.00	12.90
	C	14.58	13.33	13.22
3	From:	15.69	14.33	14.25
	A	16.19	14.79	14.71
	B	16.64	15.20	15.12
	C	17.06	15.58	15.50
4	From:	16.47	15.08	14.92
	A	17.00	15.56	15.40
	B	17.48	16.00	15.83
	C	17.92	16.40	16.23
5	From:	18.38	17.19	17.29
	A	18.97	17.74	17.84
	B	19.50	18.24	18.34
	C	19.99	18.70	18.80

6	From:	18.97	17.71	17.76
	A	19.58	18.28	18.33
	B	20.13	18.79	18.84
	C	20.63	19.26	19.31
7	From:	19.86	18.55	18.65
	A	20.50	19.14	19.25
	B	21.07	19.68	19.79
	C	21.60	20.17	20.28
8	From:	20.81	19.41	19.48
	A	21.48	20.03	20.10
	B	22.08	20.59	20.66
	C	22.63	21.10	21.18
9	From:	22.75	20.81	20.64
	A	23.48	21.48	21.30
	B	24.14	22.08	21.90
	C	24.74	22.63	22.45
10	From:	23.99	21.98	21.78
	A	24.76	22.68	22.48
	B	25.45	23.32	23.11
	C	26.09	23.90	23.69
11	From:	24.94	22.85	22.64
	A	25.74	23.58	23.36
	B	26.46	24.24	24.01
	C	27.12	24.85	24.61
12	From:	25.95	23.77	23.54
	A	26.78	24.53	24.29
	B	27.53	25.22	24.97
	C	28.22	25.85	25.59
13	From:	26.98	24.71	24.49
	A	27.84	25.50	25.27
	B	28.62	26.21	25.98
	C	29.34	26.87	26.63

ANNEX “B”
SUPERVISORY DIFFERENTIAL

Supervisory Level	Supervisory Co-ordinates	Supervisory Differential as a Percentage of Basic Rate
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 zone and 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, 2000 in Zone 2, at level 5 and a Supervisory Coordinate B6, would receive a basic rate of pay of seventeen dollars and seventy-four cents (\$17.74) as per Annex “A”. The Supervisory Differential of three dollars and ten cents (\$3.10) 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 dollars and eight-four cents (\$20.84).

****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 zone and 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, 2000 in Zone 2, at level 5 and a C1 Inmate Training Rating would receive a basic rate of pay (non-supervisory) of seventeen dollars and seventy-four cents (\$17.74) as per Annex "A". The Inmate Training Differential of one dollar and seventy-seven cents (\$1.77) 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 nineteen dollars and fifty-one cents (\$19.51) for this particular employee,

Inmate Training Differential as Applied to a Supervisory Rate

For example, an employee on August 5, 2000 in Zone 2, at level 5 with a Supervisory Coordinate B6 and a C1 Inmate training Rating would receive a basic rate of pay (non-supervisory) of seventeen dollars and seventy-four cents (\$17.74) as per Annex "A". The Supervisory Differential of three dollars and ten cents (\$3.10) 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 one dollar and seventy-seven cents (\$1.77) 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-two dollars and sixty-one cents (\$22.61) 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 and one-half (37 1/2) hour per work week of the seven and one-half (7 1/2) hour per day schedule for those employees who, as of February 23, 1989, were working a scheduled thirty-seven and one-half (37 1/2) hours per week of seven and one-half (7 1/2) hours per day.

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).

Vacation Leave**2.01 Granting of Vacation Leave**

In granting vacation leave with pay to an employee the Employer shall make every reasonable effort:

- (a) to comply with any request made by an employee before January 31 that the employee be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by the employee in the current year;
- (b) to grant the employee vacation leave for at least two (2) consecutive weeks, if so requested by the employee not later than April 1;
- (c) to grant the employee his or her vacation leave on any other basis requested by the employee if the employee makes his or her request not later than April 1;

- (d) to grant an employee vacation leave when specified by the employee if:
 - (i) the period of vacation leave requested is less than a week,
 - and
 - (ii) if the employee gives the Employer at least five (5) days' advance notice.

2.02 The Employer may for good and sufficient reason grant vacation leave on shorter notice than provided for in clause 2.01.

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

2.04 Carry-over Provision

Where in any fiscal year an employee has not been granted all of the vacation leave credited to the employee, the unused portion of the employee's vacation leave shall be carried over into the following fiscal year.

Hours of Work

3.01 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 (1st) day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his or her last scheduled shift; and the second (2nd) day of rest will start immediately after midnight of the

employee's first 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.

3.02 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.

3.03 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.

3.04 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.

3.05 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

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

4.02

- (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.

4.03 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.

4.04

- (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 (1st), 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.

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

4.06

- (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

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 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.

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

**

Shift Premium

6.01 An employee working on a twelve (12) hour shift schedule shall receive a shift premium of one dollar and seventy-five cents (\$1.75) 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.

Effective August 5, 2002:

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, 2000**
B) Effective August 5, 2001
C) Effective August 5, 2002

HP-1

From:	\$	12.89	13.18	13.45
To:	A	13.30	13.60	13.88
	B	13.67	13.98	14.27
	C	14.01	14.33	14.63

HP-2

From:	\$	14.10	14.43	14.76
To:	A	14.55	14.89	15.23
	B	14.96	15.31	15.66
	C	15.33	15.69	16.05

HP-3

From:	\$	15.34	15.72	16.10
To:	A	15.83	16.22	16.62
	B	16.27	16.67	17.09
	C	16.68	17.09	17.52

HP-4

From:	\$	17.21	17.67	18.11
To:	A	17.76	18.24	18.69
	B	18.26	18.75	19.21
	C	18.72	19.22	19.69

HP-5

From:	\$	18.55	19.01	19.48
To:	A	19.14	19.62	20.10
	B	19.68	20.17	20.66
	C	20.17	20.67	21.18

HP-6

From:	\$	18.62	19.14	19.62	20.12	20.63
To:	A	19.22	19.75	20.25	20.76	21.29
	B	19.76	20.30	20.82	21.34	21.89
	C	20.25	20.81	21.34	21.87	22.44

HP-7

From:	\$	20.21	20.76	21.31	21.87	22.45
To:	A	20.86	21.42	21.99	22.57	23.17
	B	21.44	22.02	22.61	23.20	23.82
	C	21.98	22.57	23.18	23.78	24.42

HP-8

From:	\$	21.70	22.29	22.90	23.49	24.11
To:	A	22.39	23.00	23.63	24.24	24.88
	B	23.02	23.64	24.29	24.92	25.58
	C	23.60	24.23	24.90	25.54	26.22

HP-9

From:	\$	23.00	23.67	24.37	25.07	25.81
To:	A	23.74	24.43	25.15	25.87	26.64
	B	24.40	25.11	25.85	26.59	27.39
	C	25.01	25.74	26.50	27.25	28.07

**

PAY NOTES

PAY INCREMENTS

(1)

- (a) The pay increment date for an employee shall be the nearest Monday following the employee's pay increment period.
- (b) The increment period for employees paid in these scales of rates, is one (1) year.

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.

****LETTER OF UNDERSTANDING
BETWEEN
THE TREASURY BOARD OF CANADA
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA**

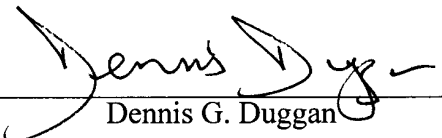
The parties agree to establish a committee during the term of this agreement to compare the responsibilities assigned to employees of the Heating, Power and Stationary (HP) Group for training of inmates with the Inmate Training Rating Plan currently applicable to the General Services (GS) and General Labour and Trades (GL) Groups. If the committee concludes that these responsibilities constitute activities that fall within the scope of the Inmate Training Rating Plan, the parties commit to enter into discussion to review the applicability of the Inmate Training Rating Plan to HP positions.

Any agreement pursuant to the above noted review, will be effective date of signing of this collective agreement.

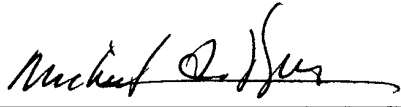
SIGNED AT OTTAWA, this 19th day of the month of November 2001.

THE TREASURY BOARD
OF
CANADA

THE PUBLIC SERVICE
ALLIANCE OF
CANADA



Dennis G. Duggan



Michael F. McNamara

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.

Vacation Leave**General**

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

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

1.03 Scheduling of Vacation Leave

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

- (a) schedule the employee's vacation leave for at least two (2) consecutive weeks, during the period requested, provided notice of the period requested is given by the employee prior to April 1st of any vacation year;
- (b) schedule the employee's vacation on any other basis if the employee gives the Employer at least two (2) days' advance notice for each day of leave requested, provided that changes in shift schedule that result from such scheduling of vacation leave do not result in increased cost to the Employer;
- (c) the Employer may grant vacation leave on shorter notice than that provided for in paragraph 1.03(b), provided that changes in shift schedules that result from such granting of vacation leave do not result in increased cost to the Employer.

Hours of Work**2.01 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 and one half (37 1/2) hours and five (5) days per week;

and

- (b) on a daily basis, work seven and one half (7 1/2) hours per day.

2.02 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 and one half (37 1/2) hours per week and either:

- (a) seven and one half (7 1/2) 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 and one half (7 1/2) hours per day provided no shift in excess of twelve (12) hours is involved.

2.03 Notwithstanding clause 2.02, 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.

2.04

- (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 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.

2.05 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.

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

2.07 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 (1st) shift changed. Subsequent shifts worked on the new schedule shall be paid for at the hourly rate of pay.

2.08 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.

2.09 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.

Overtime

Overtime Compensation

3.01

- (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

4.01 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.

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 greater.
- (b) The minimum payment referred to in paragraph 4.02(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-schedule work day.

4.03 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****Zone 1 – British Columbia, Yukon, Nunavut and Northwest Territories****Zone 2 – Atlantic, Quebec and Ontario****Zone 3 – Manitoba, Saskatchewan and Alberta****HOURLY RATES OF PAY**

(in dollars)

- A) Effective August 5, 2000**
B) Effective August 5, 2001
C) Effective August 5, 2002

ZONE		1	2	3
LEVEL		RATES		
HS-1				
From:	\$	15.54	13.68	13.60
To:	A	16.04	14.12	14.04
	B	16.49	14.52	14.43
	C	16.90	14.88	14.79
HS-2				
From:	\$	17.03	14.85	15.36
To:	A	17.57	15.33	15.85
	B	18.06	15.76	16.29
	C	18.51	16.15	16.70
HS-3				
From:	\$	17.73	16.33	17.73
To:	A	18.30	16.85	18.30
	B	18.81	17.32	18.81
	C	19.28	17.75	19.28

HS-4

From:	\$	18.53	17.09	18.53
To:	A	19.12	17.64	19.12
	B	19.66	18.13	19.66
	C	20.15	18.58	20.15

HS-5

From:	\$	20.50	19.28	20.26
To:	A	21.16	19.90	20.91
	B	21.75	20.46	21.50
	C	22.29	20.97	22.04

HS-6

From:	\$	21.08	19.80	20.82
To:	A	21.75	20.43	21.49
	B	22.36	21.00	22.09
	C	22.92	21.53	22.64

HS-7

From:	\$	22.01	20.67	21.78
To:	A	22.71	21.33	22.48
	B	23.35	21.93	23.11
	C	23.93	22.48	23.69

HS-8

From:	\$	22.98	21.54	22.75
To:	A	23.72	22.23	23.48
	B	24.38	22.85	24.14
	C	24.99	23.42	24.74

HS-9

From:	\$	24.98	22.98	24.98
To:	A	25.78	23.72	25.78
	B	26.50	24.38	26.50
	C	27.16	24.99	27.16

HS-10

From:	\$	26.25	24.19	26.25
To:	A	27.09	24.96	27.09
	B	27.85	25.66	27.85
	C	28.55	26.30	28.55

HS - HOSPITAL SERVICES GROUP**Zone 1 – British Columbia, Yukon, Nunavut and Northwest Territories****Zone 2 – Atlantic, Quebec and Ontario****Zone 3 – Manitoba, Saskatchewan and Alberta****HOURLY RATES OF PAY**

(in dollars)

- A) Effective August 5, 2000**
- B) Effective August 5, 2001**
- C) Effective August 5, 2002**

SPECIAL PAY PROVISIONS

The rates of pay hereunder shall be paid to an Orderly-in-training or to a Cook-in-training.

ZONE		1	2	3
LEVEL		RATES		
HS-1				
Orderly- in-training				
From:	\$	15.06	13.41	13.69
To:	A	15.54	13.84	14.13
	B	15.98	14.23	14.53
	C	16.38	14.59	14.89
Cook- in-training				
From:	\$	16.46	14.44	14.40
To:	A	16.99	14.90	14.86
	B	17.47	15.32	15.28
	C	17.91	15.70	15.66

HS - HOSPITAL SERVICES GROUP**Zone 1 – British Columbia, Yukon, Nunavut and Northwest Territories****Zone 2 – Atlantic, Quebec and Ontario****Zone 3 – Manitoba, Saskatchewan and Alberta****PHS SUB-GROUP****HOURLY RATES OF PAY**

(in dollars)

- A) Effective August 5, 2000**
B) Effective August 5, 2001
C) Effective August 5, 2002

ZONE		1	2	3
LEVEL		RATES		
HS-1				
From:	\$	14.77	12.91	12.83
To:	A	15.24	13.32	13.24
	B	15.67	13.69	13.61
	C	16.06	14.03	13.95
HS-2				
From:	\$	16.26	14.09	14.60
To:	A	16.78	14.54	15.07
	B	17.25	14.95	15.49
	C	17.68	15.32	15.88
HS-3				
From:	\$	17.38	15.98	17.34
To:	A	17.94	16.49	17.89
	B	18.44	16.95	18.39
	C	18.90	17.37	18.85

HS-4

From:	\$	18.28	16.83	18.68
To:	A	18.86	17.37	19.28
	B	19.39	17.86	19.82
	C	19.87	18.31	20.32

HS-5

From:	\$	20.78	19.46	20.40
To:	A	21.44	20.08	21.05
	B	22.04	20.64	21.64
	C	22.59	21.16	22.18

HS-6

From:	\$	21.75	20.87	21.35
To:	A	22.45	21.54	22.03
	B	23.08	22.14	22.65
	C	23.66	22.69	23.22

HS-7

From:	\$	22.60	21.75	21.46
To:	A	23.32	22.45	22.15
	B	23.97	23.08	22.77
	C	24.57	23.66	23.34

HS-8

From:	\$	24.13	22.92	23.90
To:	A	24.90	23.65	24.66
	B	25.60	24.31	25.35
	C	26.24	24.92	25.98

HS-9

From:	\$	26.13	24.13	26.13
To:	A	26.97	24.90	26.97
	B	27.73	25.60	27.73
	C	28.42	26.24	28.42

HS-10

From:	\$	27.42	25.36	27.42
To:	A	28.30	26.17	28.30
	B	29.09	26.90	29.09
	C	29.82	27.57	29.82

ANNEX “B”
SUPERVISORY DIFFERENTIAL

Supervisory Level	Supervisory Co-ordinates	Supervisory Differential as a Percentage of Basic Rate
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 zone and 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, 2000 in Zone 2, at level 5 (HDO) and a Supervisory Coordinate C3, would receive a basic rate of pay of nineteen dollars and ninety cents (\$19.90) as per Annex “A”. The Supervisory Differential of two dollars and twenty-nine cents (\$2.29) 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 twenty-two dollars and nineteen cents (\$22.19).

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 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 (8th) year of service occurs;
- (b) four (4) weeks per vacation year commencing with the month in which the employee's eighth (8th) 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 (16th) 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 (17th) anniversary of service occurs;
- (e) five (5) weeks per vacation year commencing with the month in which the employee's eighteenth (18th) 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 (27th) anniversary of service occurs;
- **
- (g) six (6) weeks per vacation year commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;
- (h) however, an employee who is entitled to or who has received furlough leave shall accumulate four (4) weeks only from the beginning of the month in which the employee's twentieth (20th) anniversary of service occurs until the beginning of the month in which the employee's twenty-fifth (25th) anniversary of service occurs.

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 (1/12th) 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.

Entitlement to Leave

1.04 An employee earns but is not entitled to receive vacation leave with pay during the employee's first six (6) months of continuous employment.

1.05 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.

Scheduling of Vacation Leave

1.06 When, after October 1st of any vacation year, vacation leave has not been scheduled or taken by an employee, the Employer may schedule such leave during the remainder of the vacation year.

Carry-over Provisions

1.07 When operational requirements prevent employees from using all the vacation leave credited to them, the unused portion of their vacation leave shall be carried over into the following vacation year.

1.08 The Employer will make reasonable effort to comply with a request made by the employee before October 1st, that the employee be permitted to carry over into the following vacation year, any period of vacation leave up to five (5) days earned by the employee in the current vacation year, but the total accumulation shall not exceed the number of days of vacation leave which that employee can earn in the current vacation year.

Leave when employment terminates

1.09 Where an employee dies or otherwise terminates employment after a period of continuous employment of not less than thirty (30) days but not more than six (6) months, the employee or the employee's estate shall, in lieu of earned vacation leave, be paid an amount equal to four per cent (4%) of the total of the pay received by the employee during such employee's period of employment.

1.10 When an employee who has completed more than six (6) months of continuous employment ceases to be employed, the employee or the employee's estate shall be paid, in lieu of earned but unused vacation leave and furlough leave, an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave and furlough leave to the employee's credit by the daily rate of pay to which the employee is entitled by virtue of the certificate of appointment in effect at the time of the termination of employment.

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, Note 3 of Annex "A" 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 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, 2000**
B) Effective August 5, 2001
C) Effective August 5, 2002

LI-1

From:	\$	22699	23331	23942	24574	25196
To:	A	23425	24078	24708	25360	26002
	B	24081	24752	25400	26070	26730
	C	24683	25371	26035	26722	27398

LI-2

From:	\$	22951	23785	24643	25491	26340
To:	A	23685	24546	25432	26307	27183
	B	24348	25233	26144	27044	27944
	C	24957	25864	26798	27720	28643

LI-3

From:	\$	25101	25920	26736	27558
To:	A	25904	26749	27592	28440
	B	26629	27498	28365	29236
	C	27295	28185	29074	29967

LI-4

From:	\$	26978	27762	28557	29332
To:	A	27841	28650	29471	30271
	B	28621	29452	30296	31119
	C	29337	30188	31053	31897

LI-5

From:	\$	28893	29697	30488	31279
To:	A	29818	30647	31464	32280
	B	30653	31505	32345	33184
	C	31419	32293	33154	34014

LI-6

From:	\$	30875	31805	32740	33680
To:	A	31863	32823	33788	34758
	B	32755	33742	34734	35731
	C	33574	34586	35602	36624

LI-7

From:	\$	33471	34371	35282	36185
To:	A	34542	35471	36411	37343
	B	35509	36464	37431	38389
	C	36397	37376	38367	39349

LI-8

From:	\$	36304	37201	38095	38979
To:	A	37466	38391	39314	40226
	B	38515	39466	40415	41352
	C	39478	40453	41425	42386

LI-9

From:	\$	38971	39883	40801	42021
To:	A	40218	41159	42107	43366
	B	41344	42311	43286	44580
	C	42378	43369	44368	45695

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 employees paid in these scales of rates, is one (1) year.
3. 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 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.
4. 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:

Days of Operation of Lightstation	Seasonal Stations Rate of Adjustment %	Rotational Stations Rate of Adjustment %	Seasonal Rotational Stations Rate of Adjustment %
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, furlough leave or lieu days following the operational period of the lightstation, such period of leave of 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

**

		Effective on	
		Date of Signing	August 5, 2002
1.	in 1 and 2-man stations	2,000	2,100
2.	in 4-man stations	1,700	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, furlough 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**

Effective the date of signing of this agreement, 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	Date of Signing	August 5, 2002
Formula	40.45	41.46
Extra Observations		
Anemometer	78.98	80.96
Climate Report	120.09	123.10
Ceiling Balloon	78.98	80.96
Sunshine Abstracts	40.05	41.05
Automatic Rain Gauge	45.46	46.60
Same with Abstracts	78.98	80.96
Water Temperature	88.74	90.96
Same with Abstracts	162.32	166.38

**

It is also understood that the maximum amount payable per annum to a Lightkeeper is one thousand five hundred and eighty-three dollars (\$1,583).

Effective August 5, 2002

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 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 52.176.

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 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 (1st) 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", 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) Subject to paragraph (g), the Employer will recognise the employee's preference for the method of payoff for all overtime including work on a Designated Paid Holiday and Security Duty, either in cash or equivalent compensatory leave. In addition, compensation for Standby, Call-Back and Travel Time may be paid either in cash or equivalent compensatory leave. Each employee shall elect the method of overtime compensation which the employee prefers. Such election shall be made quarterly (January 1st, April 1st, July 1st, October 1st) and shall remain in effect for the following three (3) month period.
 - (ii) The employee shall make such election known to the Employer by at least fifteen (15) days before the commencement of each period and in the manner required by the Employer.
 - (iii) In the event the employee fails to make the election referred to above, the method of payoff for that quarter shall be at the discretion of 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.
- (h) When an employee commences compensatory leave, such leave shall be granted at the sub-group and level at which it was 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 it is earned, commencing with the earliest accrued credits.

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 nine dollars and fifty cents (\$9.50), except where a free meal is provided.

Effective August 5, 2002:

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 continuously beyond the period provided in paragraph (a) shall be reimbursed for one (1) additional meal in the amount of nine dollars and fifty cents (\$9.50) for each four (4)-hour period of overtime worked thereafter, except where a free meal is provided.

Effective August 5, 2002:

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.

(c)

**

- (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 nine dollars and fifty cents (\$9.50) after having worked three (3) consecutive hours of overtime beyond the prior scheduled overtime period and nine dollars and fifty cents (\$9.50) for each four (4)-hour period of overtime worked thereafter, except where a free meal is provided.

Effective August 5, 2002:

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.

- (a) When an employee is required to return under the conditions described in call back, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
 - (i) mileage allowance at the rate normally paid to an employee when authorised by the Employer to use the employee's automobile when the employee travels by means of the employee's own automobile,
 - or
 - (ii) out-of-pocket expenses for other means of commercial transportation.
- (b) Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

4. Vacation Leave With Pay

4.01 Vacation Year

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

4.02 Accumulation of Vacation Leave Credits

An employee shall earn vacation leave at the following rates for each calendar month for which the employee receives at least eighty (80) hours' pay shall earn vacation leave credits at the following rates provided he/she has not earned credits in an other bargaining unit with respect to the same month.

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

- (a) ten (10) hours per month until the month in which the anniversary of the employee's eighth (8th) year of service occurs;

or

- (b) thirteen decimal three-three (13.33) hours per month commencing with the month in which the employee's eighth (8th) anniversary of service occurs;

or

**

- (c) Fourteen decimal sixty-seven (14.67) hours per month in which the employee's sixteenth (16th) anniversary of service occurs;

or

- (d) Fifteen decimal thirty-three (15.33) hours per month in which the employee's seventeenth (17th) anniversary of service occurs;

or

- (e) sixteen decimal six seven (16.67) hours per month in which the employee's eighteenth (18th) anniversary of service occurs;

or

**

- (f) eighteen (18) hours per month commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;

or

**

- (g) twenty (20) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;

- (h) however, an employee who is entitled to or who has received furlough leave shall have the vacation leave credits earned under this Article, reduced by five-twelfths (5/12^{ths}) of a day per month from the beginning of the month in which the employee completes twenty (20) years of continuous employment until the beginning of the month in which the employee completes twenty-five (25) years of continuous employment.

4.03 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.

4.04 The Employer shall give the employee as much notice as is practicable that a request for vacation or furlough leave has or has not been approved. If the leave is not approved, the employee shall be so advised.

4.05 Representatives of the Alliance shall be given the opportunity to consult with representatives of the Employer on vacation schedules.

4.06

- (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- (b) Subject to operational requirements, the Employer shall make every reasonable effort to schedule the employee's vacation leave in the vacation year in which it is earned and in a manner acceptable to the employees.
- (c) When during a period of vacation leave an employee is granted bereavement leave with pay, leave with pay because of illness in the immediate family or sick leave with pay on production of a medical certificate, the period of vacation leave so displaced will either be added to the vacation period if requested by the employee and approved by the Employer or reinstated to the employees credit for use at a later date.

**

4.07 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 thirty-five (35) days credits shall be carried over into the following vacation year. All vacation leave credits in excess of thirty-five (35) days shall be automatically paid in cash at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.

- (b)
 - (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 thirty-five (35) days of unused vacation leave credits earned during previous years, this number of unused vacation leave credits shall become the employee's accumulated leave maximum;
 - (ii) unused vacation leave credits equivalent to the employee's accumulated leave maximum shall be carried over into the following vacation year;
 - (iii) unused vacation leave credits in excess of the employee's accumulated leave maximum shall be automatically paid in cash at his or her daily rate of pay as calculated from the classification prescribed in his or her 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.

5. Sick Leave With Pay

5.01 Credits

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

5.02 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.

6. 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.

7. Sailing Time

7.01 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.

7.02 Sailing times will not be posted for vessels engaged in any enforcement, policing or regulative operation.

7.03 Subject to clause 7.01 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.

7.04 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.

7.05 Where an employee is required to report in accordance with clause 7.04 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.

7.06 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 7.03, if the Employer considers it feasible to do so:

- (a) the employee shall be transported to the vessel's first (1st) 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.

8. Meals and Quarters

8.01 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 8.02.

8.02 When an employee is working on a vessel on which meals and/or quarters normally provided as per clause 8.01 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, eight dollars and fifty cents (\$8.50) 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.

8.03 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) eight dollars and fifty cents (\$8.50) 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.

8.04 When an employee is working on a DND vessel which is equipped with a galley and quarters, the employee shall be subject to clause 8.01 and clause 8.02 preamble and part (a) except, when the vessel is on “day operations”, only clause 8.03 shall apply.

8.05 When an employee is on authorised leave from a vessel, is absent without permission or is under suspension, paragraphs 8.01, 8.02, 8.03 and 8.04 shall not apply.

8.06 The Employer reserves the right to reject or reduce any claim for reimbursement made under paragraphs 8.02(a) and 8.03(a) which it considers excessive, and all claims for lodging expenses shall be accompanied by a receipt.

8.07 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.

8.08 Notwithstanding clauses 8.01, 8.02 and 8.03 but subject to clause 8.06, 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 8.01, 8.02 or 8.03.

9. 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.

10. 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 a weekend and is required to remain absent from the employee's home over that weekend, the employee shall be reimbursed the cost of a ten (10) minute station-to-station long distance call at weekend 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) Where and when, in the opinion of the Master/Commanding Officer, it is operationally practical, each employee serving aboard a vessel which is engaged in Arctic operations, may, during every two (2) week period, be given the opportunity to make a five (5) minute telephone call, and shall receive, in lieu of reimbursement, a telephone allowance of ten dollars (\$10) for each completed continuous fourteen (14) day period that the vessel operates north of latitude 60° N, including operations in Hudson's Bay.

11. Travelling Time

- (a) For the purpose of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.
- (b) When an employee is required to travel to or from his or her headquarters area on government business, as this expression is 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 travelling time on that basis in accordance with clauses (c) and (d). Travelling time shall include time necessarily spent at each stop over en route provided such stopover is not longer than three (3) hours.
- (c) For the purpose of paragraphs (b) and (d), the travelling time for which an employee shall be compensated is as follows:
 - (i) for travel by public transportation, the time between the regularly scheduled time of departure and the regularly scheduled time of arrival at a destination, including the normal travel time to and from point of departure, as determined by the Employer;
 - (ii) 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 destination and, upon the employee's return, directly back to the employee's residence or work place;
 - (iii) 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.

- (d) If an employee is required to travel as set forth in paragraphs (b) and (c):
- (i) on a normal working day on which the employee travels but does not work, the employee shall receive his/her regular pay for the day,
 - (ii) on a normal working day on which the employee travels and works, the employee shall be paid:
 - (A) the employee's regular pay for the day for a combined period of travel and work not exceeding the employees normal daily hours of work;
 - and
 - (B) at the applicable overtime rate for additional travelling time in excess of the employee's normal daily hours of work, with a maximum for such additional travelling time not to exceed twelve (12) hours' pay at the straight-time rate in any day.
 - (iii) On a day of rest or on a designated holiday which the employee travels, the employee shall be paid at the applicable overtime rate for travelling time to a maximum of twelve (12) hours' pay at the applicable overtime rate.
- (e) Paragraph (d) above does not apply to an employee travelling by any type of transport in which the employee is required to perform work. In such circumstances, the employee shall receive the greater of:
- (i) on a normal working day, the employee's regular pay for the day,
 - or
 - (ii) pay for actual hours worked in accordance with Designated Holidays and Hours of Work and Overtime of this Agreement.
- (f) 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.

12. 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.

13. 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.

14. 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.

15. 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 (1st) time that an employee is required to report for work during a period of standby of eight (8) hours.
- (f) Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than an employee’s normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

16. 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.

17. 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) and (h) of this Appendix.

18. Information

- (a) The Employer agrees to supply the Alliance semi-annually (April 1st and October 1st) 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.

****ANNEX "A"****SC - SHIPS' CREWS GROUP****RATES OF PAY**

(in dollars)

- A) **Effective August 5, 2000**
 B) **Effective August 5, 2001**
 C) **Effective August 5, 2002**

Monthly Annual Weekly Daily Hourly Lay-Day

SUB-GROUPS - DECK AND ENGINE ROOM**1**

From:	\$	2794	33528	642.59	128.52	16.06	91.86
To:	A	2883	34596	663.06	132.61	16.58	94.78
	B	2964	35568	681.69	136.34	17.04	97.45
	C	3038	36456	698.71	139.74	17.47	99.88

2

From:	\$	2897	34764	666.28	133.26	16.66	95.24
To:	A	2990	35880	687.67	137.53	17.19	98.30
	B	3074	36888	706.99	141.40	17.67	101.06
	C	3151	37812	724.70	144.94	18.12	103.59

3

From:	\$	3002	36024	690.43	138.09	17.26	98.70
To:	A	3098	37176	712.51	142.50	17.81	101.85
	B	3185	38220	732.52	146.50	18.31	104.71
	C	3265	39180	750.92	150.18	18.77	107.34

4

From:	\$	3110	37320	715.27	143.05	17.88	102.25
To:	A	3210	38520	738.27	147.65	18.46	105.53
	B	3300	39600	758.97	151.79	18.97	108.49
	C	3383	40596	778.06	155.61	19.45	111.22

5

From:	\$	3184	38208	732.29	146.46	18.31	104.68
To:	A	3286	39432	755.75	151.15	18.89	108.03
	B	3378	40536	776.91	155.38	19.42	111.06
	C	3462	41544	796.23	159.25	19.91	113.82

6

From:	\$	3297	39564	758.28	151.66	18.96	108.39
To:	A	3403	40836	782.66	156.53	19.57	111.88
	B	3498	41976	804.51	160.90	20.11	115.00
	C	3585	43020	824.52	164.90	20.61	117.86

7

From:	\$	3403	40836	782.66	156.53	19.57	111.88
To:	A	3512	42144	807.73	161.55	20.19	115.46
	B	3610	43320	830.27	166.05	20.76	118.68
	C	3700	44400	850.97	170.19	21.27	121.64

SUB-GROUP - STEWARD**STD-1**

From:	\$	2858	34296	657.31	131.46	16.43	93.96
To:	A	2949	35388	678.24	135.65	16.96	96.95
	B	3032	36384	697.33	139.47	17.43	99.68
	C	3108	37296	714.81	142.96	17.87	102.18

STD-2

From:	\$	2917	35004	670.88	134.18	16.77	95.90
To:	A	3010	36120	692.27	138.45	17.31	98.96
	B	3094	37128	711.59	142.32	17.79	101.72
	C	3171	38052	729.30	145.86	18.23	104.25

STD-3

From:	\$	3011	36132	692.50	138.50	17.31	98.99
To:	A	3107	37284	714.58	142.92	17.86	102.15
	B	3194	38328	734.59	146.92	18.36	105.01
	C	3274	39288	752.99	150.60	18.82	107.64

STD-4

From:	\$	3094	37128	711.59	142.32	17.79	101.72
To:	A	3193	38316	734.36	146.87	18.36	104.98
	B	3282	39384	754.83	150.97	18.87	107.90
	C	3364	40368	773.69	154.74	19.34	110.60

STD-5

From:	\$	3184	38208	732.29	146.46	18.31	104.68
To:	A	3286	39432	755.75	151.15	18.89	108.03
	B	3378	40536	776.91	155.38	19.42	111.06
	C	3462	41544	796.23	159.25	19.91	113.82

STD-6

From:	\$	3277	39324	753.68	150.74	18.84	107.74
To:	A	3382	40584	777.83	155.57	19.45	111.19
	B	3477	41724	799.68	159.94	19.99	114.31
	C	3564	42768	819.69	163.94	20.49	117.17

STD-7

From:	\$	3371	40452	775.30	155.06	19.38	110.83
To:	A	3479	41748	800.14	160.03	20.00	114.38
	B	3576	42912	822.45	164.49	20.56	117.57
	C	3665	43980	842.92	168.58	21.07	120.49

SUB-GROUPS - EQUIPMENT OPERATION AND SPECIALIST TRADES**1**

From:	\$	2829	33948	650.64	130.13	16.27	93.01
To:	A	2920	35040	671.57	134.31	16.79	96.00
	B	3002	36024	690.43	138.09	17.26	98.70
	C	3077	36924	707.68	141.54	17.69	101.16

2

From:	\$	2945	35340	677.32	135.46	16.93	96.82
To:	A	3039	36468	698.94	139.79	17.47	99.91
	B	3124	37488	718.49	143.70	17.96	102.71
	C	3202	38424	736.43	147.29	18.41	105.27

3

From:	\$	3056	36672	702.85	140.57	17.57	100.47
To:	A	3154	37848	725.39	145.08	18.13	103.69
	B	3242	38904	745.63	149.13	18.64	106.59
	C	3323	39876	764.26	152.85	19.11	109.25

4

From:	\$	3316	39792	762.65	152.53	19.07	109.02
To:	A	3422	41064	787.03	157.41	19.68	112.50
	B	3518	42216	809.11	161.82	20.23	115.66
	C	3606	43272	829.35	165.87	20.73	118.55

5

From:	\$	3616	43392	831.65	166.33	20.79	118.88
To:	A	3732	44784	858.33	171.67	21.46	122.70
	B	3836	46032	882.24	176.45	22.06	126.12
	C	3932	47184	904.32	180.86	22.61	129.27

6

From:	\$	3756	45072	863.85	172.77	21.60	123.48
To:	A	3876	46512	891.44	178.29	22.29	127.43
	B	3985	47820	916.51	183.30	22.91	131.01
	C	4085	49020	939.51	187.90	23.49	134.30

7

From:	\$	3953	47436	909.15	181.83	22.73	129.96
To:	A	4079	48948	938.13	187.63	23.45	134.10
	B	4193	50316	964.35	192.87	24.11	137.85
	C	4298	51576	988.50	197.70	24.71	141.30

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 (1st) 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 officer 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.

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-four (84) 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, with the hours debited for each day of vacation leave being equal to eight decimal four (8.4) hours per day.

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-four (84) hours pay.
- (b) An employee shall have his/her accrued sick leave with pay converted to hourly credits by multiplying the number of sick leave days earned by eight decimal four (8.4).
- (c) Should an employee leave the Ships' Crew Group or Annex "C" operating system, the employee's credits will be converted to regular days by dividing the number of sick leave hours by eight decimal four (8.4) and adjusting it upwards to the nearest half (1/2) day.
- (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 eight decimal four (8.4) 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 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 8.01, 8.02 and 8.03 but subject to clause 8.06 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 8.01, 8.02 or 8.03.

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 (1st) 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 at 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 at the request of the employee and the discretion of the Employer.
- (d) Subject to paragraph (c) above and consistent with operational requirements, compensatory leave standing to the credit of the 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.

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, with the hours debited for each day of vacation leave being equal to nine decimal three (9.3) hours per day.

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 with pay converted to hourly credits by multiplying the number of sick leave days earned by nine decimal three (9.3).
- (c) Should an employee leave the Ships' Crew Group or Annex "D" operating system, the employee's credits will be converted to regular days by dividing the number of sick leave hours by nine decimal three (9.3) and adjusting it upwards to the nearest half day.
- (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 nine decimal three (9.3) 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 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 8.01, 8.02 and 8.03, but subject to clause 8.06 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 8.01, 8.02 or 8.03.

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 holiday shall accumulate as compensatory leave at 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 at the request of the employee and the discretion of the Employer.
- (g) Subject to paragraph (e) above and consistent with operational requirements, compensatory leave standing to the credit of the 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.
- (h) 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.
- (i) An employee is entitled to compensation at double (2) time on alternate days on which the employee works, beginning with the first (1st) 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’ Crew Collective Agreement, 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) It is recognised that lay-days are intended to be taken as time off work with pay. Normally, lay-days shall be paid in cash in cases of termination of employment or permanent appointment to a position which is not on a

vessel operating on the lay-day system, or is not within the same department or region. However, at the request of the employee and with the concurrence of the Employer, lay-days may be converted into compensatory leave.

- (i) For the purpose of cashing in earned lay-days, a lay-day will 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 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:

* 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).

- (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.

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 hourly credits by multiplying the number of sick leave days earned by twelve (12).
- (c) Should an employee leave the Ships' Crew Group or Annex "E" operating system, the employee's credits will be converted to regular days by dividing the number of sick leave hours by twelve (12) and adjusting it upwards to the nearest half (1/2) day.
- (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 Annex "E" who travels on a lay-day in accordance with the provisions of the Collective Agreement shall be paid at the applicable overtime rate as specified in the overtime clause of Annex "E" for travelling time to a maximum of twelve (12) hours' pay at the applicable overtime rate.

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 at the rate of pay at which it is earned. 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. Compensatory leave will be liquidated in the order in which it is earned, commencing with the earliest accrued credits.

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.

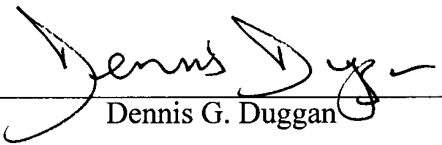
Accordingly, pursuant to Article 21 Joint Consultation, the Canadian Coast Guard Management representatives will consult with the Alliance prior to placing a vessel on the scheduling arrangement otherwise known as 10-2-1.

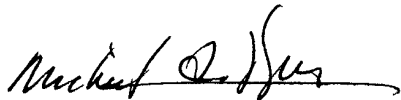
Except in cases of emergency or other unforeseeable circumstances, the Canadian Coast Guard Management will endeavour to provide as much notice as possible prior to placing vessels on the above noted scheduling arrangement.

SIGNED AT OTTAWA, this 19th day of the month of November 2001.

THE TREASURY BOARD
OF
CANADA

THE PUBLIC SERVICE
ALLIANCE OF
CANADA


Dennis G. Duggan


Michael F. McNamara

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"
DIVING DUTY ALLOWANCE

A qualified employee who is required to perform diving duties and maintain diving equipment on vessels shall be entitled to receive an allowance of seven hundred dollars (\$700) per year. This allowance shall be paid on the same basis as that for the employee's regular pay.

ANNEX “H”
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.

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 "I"
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 “J”

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 “K”
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, etc.

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.

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 and one-half (37 1/2) hours per week and seven and one-half (7 1/2) 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, 2000**
B) Effective August 5, 2001
C) Effective August 5, 2002

PR(S)-1

From:	\$	36481	38034	39649	41334	43091
To:	A	37648	39251	40918	42657	44470
	B	38702	40350	42064	43851	45715
	C	39670	41359	43116	44947	46858

From:	\$	44924	46832
To:	A	46362	48331
	B	47660	49684
	C	48852	50926

PR(S)-2

From:	\$	41093	42837	44660	46558	48537
To:	A	42408	44208	46089	48048	50090
	B	43595	45446	47379	49393	51493
	C	44685	46582	48563	50628	52780

From:	\$	50601	52751
To:	A	52220	54439
	B	53682	55963
	C	55024	57362

PR(S)-3

From:	\$	46156	48116	50161	52292	54517
To:	A	47633	49656	51766	53965	56262
	B	48967	51046	53215	55476	57837
	C	50191	52322	54545	56863	59283

From:	\$	56831	59248
To:	A	58650	61144
	B	60292	62856
	C	61799	64427

PR(S)-4

From:	\$	51696	53894	56183	58572	61061
To:	A	53350	55619	57981	60446	63015
	B	54844	57176	59604	62138	64779
	C	56215	58605	61094	63691	66398

From:	\$	63656	66363
To:	A	65693	68487
	B	67532	70405
	C	69220	72165

PR(S)-5

From:	\$	57931	60392	62961	65635	68426
To:	A	59785	62325	64976	67735	70616
	B	61459	64070	66795	69632	72593
	C	62995	65672	68465	71373	74408

From:	\$	71333	74365
To:	A	73616	76745
	B	75677	78894
	C	77569	80866

**

PAY NOTES

PAY INCREMENTS

1. The pay increment period is twelve (12) months.
2. The pay increment date for an 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.

APPENDIX "I"

WORK FORCE ADJUSTMENT

APPENDIX "I"**WORK FORCE ADJUSTMENT****TABLE OF CONTENTS**

GENERAL	336
Application	336
Collective agreement	336
Objectives	336
** Definitions	336
Authorities	340
Monitoring	340
References.....	340
Enquiries	341
PART I ROLES AND RESPONSIBILITIES.....	341
** 1.1 Departments.....	341
1.2 The Treasury Board Secretariat	347
1.3 The Public Service Commission.....	348
** 1.4 Employees	349
PART II OFFICIAL NOTIFICATION.....	350
** 2.1 Department	350
2.2 Treasury Board Secretariat	350
PART III RELOCATION OF A WORK UNIT	351
3.1 General	351
PART IV RETRAINING.....	351
** 4.1 General	351
4.2 Surplus employees.....	352
4.3 Laid-off persons	353
PART V SALARY PROTECTION	354
5.1 Lower-level position.....	354

PART VI OPTIONS FOR EMPLOYEES	354
** 6.1 General	354
6.2 Alternation	355
** 6.3 Options.....	356
6.4 Retention payment	359
PART VII SPECIAL PROVISIONS REGARDING ALTERNATIVE DELIVERY INITIATIVES.....	361
Preamble.....	361
7.1 Definitions	361
7.2 General	362
7.3 Responsibilities	365
7.4 Notice of alternative delivery initiatives.....	365
7.5 Job offers from new Employers	366
7.6 Application of other provisions of the appendix	366
7.7 Lump-sum payments and salary top-up allowances	367
7.8 Reimbursement.....	368
7.9 Vacation leave credits and severance pay	368
ANNEX “A” – STATEMENT OF PENSION PRINCIPLES.....	370
ANNEX “B”	371

General

Application

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

Collective agreement

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

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

Objectives

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

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

Definitions

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

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

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

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

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

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

**

Education Allowance (*indemnité d'études*) – is one of the options provided to an indeterminate employee affected by normal work force adjustment for whom the deputy head cannot guarantee a reasonable job offer. The Education Allowance is a cash payment, equivalent to the Transitional Support Measure (see Annex B), plus a reimbursement of tuition from a recognised learning institution, book and mandatory equipment costs, up to a maximum of \$8,000.00.

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

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

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

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

Lay-off priority (*priorité de mise en disponibilité*) – a person who has been laid off is entitled to a priority for appointment without competition or appeal to a position in the Public Service for which, in the opinion of the PSC, they are qualified. This priority is accorded for one (1) year following the lay-off date, pursuant to subsection 29(3) of the *Public Service Employment Act*, or following the termination date, pursuant to paragraph 11(2.01) of the *Financial Administration Act*.

**

Opting employee (*employé-e optant*) – is an indeterminate employee whose services will no longer be required because of a work force adjustment situation and who has not received a guarantee of a reasonable job offer from the deputy head and who has 120 days to consider the Options of Part 6.3 of this appendix.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorities

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

Monitoring

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

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

References

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

Canada Labour Code, Part I.

Financial Administration Act, section 11.

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

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

Public Service Employment Act, section 29.

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

Public Service Staff Relations Act, sections 48.1 and 49.

Public Service Superannuation Act, section 40.1.

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

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

Enquiries

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

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

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

Part I

Roles and responsibilities

1.1 Departments

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

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

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

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

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

**

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

Such a communication shall also indicate if the employee:

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

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

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

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

**

1.1.8 Where a deputy head cannot provide a guarantee of a reasonable job offer, the deputy head will provide 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 either provide a guarantee of a reasonable job offer or access to the Options set out in 6.3 of this appendix,

upon request of any indeterminate affected employee who can demonstrate that his or her duties have already ceased to exist.

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

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

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

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

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

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

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

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

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

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

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

(a) there are no available priority persons, or priority persons with a higher priority, qualified and interested in the position being filled;

or

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

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

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

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

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

1.1.25 Where a surplus employee is appointed by another department to a term position, the home department is responsible for the costs above for one (1) year from the date of such appointment, after which the appointing department becomes the new home department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 The Treasury Board Secretariat

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

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

1.3 The Public Service Commission

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

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

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

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

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

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

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

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

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

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

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

1.4 Employees

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

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

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

**

1.4.3 Opting employees are responsible for:

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

- (b) communicating their choice of Options, in writing, to their manager no later than 120 days after being declared opting.

Part II

Official notification

2.1 Department

**

2.1.1 As already mentioned in section 1.1.11, departments shall advise and consult with the bargaining agent representatives as completely as possible regarding any work force adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the bargaining agent the name and work location of affected employees.

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

2.2 Treasury Board Secretariat

2.2.1 Upon notification by the department concerned in 2.1.2 above, and under no circumstances less than 48 hours before the situation is announced, the Director, Human Resources Management Group, Human Resources Branch, Treasury Board Secretariat shall inform, in writing and in confidence, the chief executive officer of the Alliance. This information is to include the identity and location of the work unit(s) involved; the expected date of the announcement; the anticipated timing of the situation; and the numbers of employees, by group and level, who will be affected.

Part III

Relocation of a work unit

3.1 General

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

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

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

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

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

Part IV

Retraining

4.1 General

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

- (a) existing vacancies.

or

- (b) anticipated vacancies identified by management.

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

**

4.1.3 Subject to the provisions of 4.1.2, the deputy head of the home department shall approve up to two years of retraining.

4.2 Surplus employees

4.2.1 A surplus employee is eligible for retraining providing:

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

and

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

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

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

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

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

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

4.2.7 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 section 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 providing:

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

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

Part V

Salary protection

5.1 Lower-level position

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

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

Part VI

Options for employees

6.1 General

6.1.1 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict employment availability. A Deputy Head who cannot provide such a guarantee shall provide his or her reasons in writing, if requested by the employee. Employees in receipt of this guarantee would not have access to the choice of Options below.

**

6.1.2 Employees who are not in receipt of a guarantee of a reasonable job offer from their deputy head have 120 days to consider the three Options below before a decision is required of them.

**

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

**

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

**

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

6.2 Alternation

6.2.1 All departments must participate in the alternation process.

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

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

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

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

6.2.6 The opting employee moving into the unaffected position must meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position, except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five (5) days of the alternation.

6.2.7 An alternation should normally occur between employees at the same group and level. When the two positions are not the same group and level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher paid

position is no more than six-per-cent higher than the maximum rate of pay for the lower paid position.

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

6.3 Options

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

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

**

- (ii) At the request of the employee, this twelve (12) month surplus priority period shall be extended by the unused portion of the 120-day opting period referred to in 6.1.2 which remains once the employee has selected in writing option (a).
- (iii) When a surplus employee who has chosen, or who is deemed to have chosen, Option (a) offers to resign before the end of the twelve-month surplus priority period, the deputy head may authorise a lump-sum payment equal to the surplus employee’s regular pay for the balance of the surplus period, up to a maximum of six months. The amount of the lump sum payment for the pay in lieu cannot exceed the maximum of that which he or she would have received had they chosen Option (b), the Transition Support Measure.
- (iv) Departments will make every reasonable effort to market a surplus employee and the Employer will ask the Public Service Commission to make every reasonable effort to market a surplus

employee within the employee's surplus period within his or her preferred area of mobility.

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

or

**

- (c) Education allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than \$8000 for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and mandatory equipment. Employees choosing Option (c) could either:

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

or

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

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

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

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

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

**

6.3.6 All opting employees will be entitled to up to \$400.00 for financial planning advice.

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

**

6.3.8 Notwithstanding section 6.3.7, an opting employee who has received an Education Allowance will not be required to reimburse tuition expenses, costs of books and mandatory equipment, for which he or she cannot get a refund.

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

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

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

6.4 Retention payment

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

6.4.2 All employees accepting retention payments must agree to leave the Public Service without priority rights.

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

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

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

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

6.4.6 The provisions of 6.4.7 shall apply in relocation of work units where Public Service work units:

- (a) are being relocated.

and

- (b) when the deputy head of the home department decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation.

and

- (c) where the employee has opted not to relocate with the function.

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

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

- (a) where the Public Service work units are affected by alternative delivery initiatives;
- (b) when the deputy head of the home department decides that, compared to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of the transfer to the new employer;

and

- (c) where the employee has not received a job offer from the new employer or has received an offer and did not accept it.

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

Part VII

Special provisions regarding alternative delivery initiatives

Preamble

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

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

The parties recognise:

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

For Employees' Information Purposes Only

For information with respect to accrued benefits, refer to Section 11(10) of the *Financial Administration Act* (FAA).

7.1 Definitions

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

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

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

7.2 General

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

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

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

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

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

1. Commercialization

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

2. **Creation of a new Agency**

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

3. **Transfer to existing employers**

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

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

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

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

(a) Type 1 (Full Continuity)

Type 1 arrangements meet all of the following criteria:

- (i) legislated successor rights apply, Specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;
- (i.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;

- (ii) recognition of continuous employment in the Public Service, as defined in the *Public Service Terms and Conditions of Employment Regulations*, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;
 - (iii) pension arrangements according to the Statement of Pension Principles set out in Annex A, or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to section 7.7.3;
 - (iv) transitional employment guarantee: a two-year minimum employment guarantee with the new employer;
 - (v) coverage in each of the following core benefits: health benefits, long term disability insurance (LTDI) and dental plan;
 - (vi) short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to maximum of the new employer's LTDI waiting period.
- (b) Type 2 (Substantial Continuity)

Type 2 arrangements meet all of the following criteria:

- (i) the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is 85 percent or greater of the group's current federal hourly remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are the same;
- (ii) the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is 85 percent or greater of federal annual remuneration (= percent or greater of federal annual remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are different;

- (iii) pension arrangements according to the Statement of Pension Principles as set out in Annex A, or in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to section 7.7.3;
 - (iv) transitional employment guarantee: employment tenure equivalent to that of the permanent work force in receiving organizations or a two-year minimum employment guarantee;
 - (v) coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
 - (vi) short-term disability arrangement.
- (c) Type 3 (Lesser Continuity)

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

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

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

7.3 Responsibilities

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

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

7.4 Notice of alternative delivery initiatives

7.4.1 Where alternative delivery initiatives are being undertaken, departments shall provide written notice to all employees offered employment by the new

employer, giving them the opportunity to choose whether they wish to accept the offer.

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

7.5 Job offers from new employers

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

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

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

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

7.6 Application of other provisions of the appendix

7.6.1 For greater certainty, the provisions of Part II, Official Notification, and section 6.4, Retention Payment, will apply in the case of an employee who refuses an offer of employment in the case of a Type 1 or 2 transitional employment

arrangement. A payment under section 6.4 may not be combined with a payment under the other section.

7.7 Lump-sum payments and salary top-up allowances

7.7.1 Employees who are subject to this appendix (see Application) and who accept the offer of employment from the new employer in the case of Type 2 transitional employment arrangements will receive a sum equivalent to three months pay, payable upon the day on which the departmental work or function is transferred to the new employer. The home department will also pay these employees an 18-month salary top-up allowance equivalent to the difference between the remuneration applicable to their Public Service position and the salary applicable to their position with the new employer. This allowance will be paid as a lump-sum, payable on the day on which the departmental work or function is transferred to the new employer.

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

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

7.7.4 Employees who accept an offer of employment from the new employer in the case of Type 3 transitional employment arrangements will receive a sum equivalent to six months pay payable on the day on which the departmental work or function is transferred to the new employer. The home department will also pay these employees a 12-month salary top-up allowance equivalent to the difference between the remuneration applicable to their Public Service position and the salary applicable to their position with the new employer. The allowance will be

paid as a lump-sum, payable on the day on which the departmental work or function is transferred to the new employer. The total of the lump-sum payment and the salary top-up allowance provided under this section will not exceed an amount equivalent to one (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 subsection 7.7.1, 7.7.2, 7.7.3 or 7.7.4 and who is reappointed to that portion of the public service of Canada specified from time to time in Schedule I to the *Public Service Staff Relations Act* at any point during the period covered by the total of the lump-sum payment and salary top-up allowance, if any, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of re-appointment to the end of the original period covered by the total of the lump-sum payment and salary top-up allowance, if any.

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

7.9 Vacation leave credits and severance pay

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

7.9.2 Notwithstanding the provisions of this Agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this part will not be paid severance pay where successor rights apply and/or, in the case of a Type 2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the Public Service for severance

pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer.

7.9.3 Where:

- (a) the conditions set out in 7.9.2 are not met.
 - (b) the severance provisions of this Agreement are extracted from this Agreement prior to the date of transfer to another non-federal public sector employer.
 - (c) the employment of an employee is terminated pursuant to the terms of section 7.5.1.
- or
- (d) the employment of an employee who accepts a job offer from the new employer in a Type 3 transitional employment arrangement is terminated on the transfer of the function to the new employer

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

Annex “A” – Statement of pension principles

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

Annex “B”

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

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

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

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

**LETTER OF UNDERSTANDING
(DIRTY WORK)
BETWEEN THE
TREASURY BOARD
AND THE
PUBLIC SERVICE ALLIANCE OF CANADA**

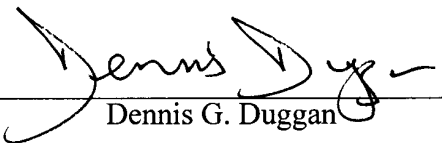
This letter is to give effect to the understanding reached between the Employer and the Alliance in negotiations for the renewal of the Operational Services Collective Agreement.

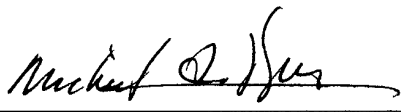
Accordingly, the parties will consult, during the term of this agreement, on the application of the Dirty Work provisions in the agreement.

SIGNED AT OTTAWA, this 19th day of the month of November 2001.

THE TREASURY BOARD
OF
CANADA

THE PUBLIC SERVICE
ALLIANCE OF
CANADA


Dennis G. Duggan


Michael F. McNamara

**LETTER OF UNDERSTANDING
BETWEEN THE
TREASURY BOARD
AND THE
PUBLIC SERVICE ALLIANCE OF CANADA**

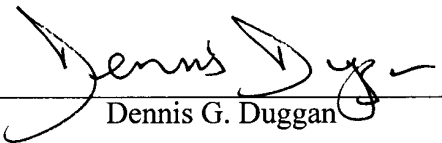
This letter is to give effect to the understanding reached between the Employer and the Alliance in negotiations for the renewal of the Operational Services Collective Agreement.

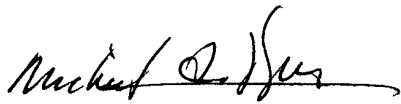
Accordingly, the departments concerned and their components will conduct national consultations, during the term of this agreement, on the availability of support services for traumatic stress situations pertaining to the performance of body recovery duties.

SIGNED AT OTTAWA, this 19th day of the month of November 2001.

THE TREASURY BOARD
OF
CANADA

THE PUBLIC SERVICE
ALLIANCE OF
CANADA


Dennis G. Duggan


Michael F. McNamara

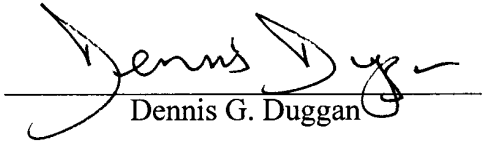
****LETTER OF UNDERSTANDING
BETWEEN THE
TREASURY BOARD
AND THE
PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO THE
UNIVERSAL CLASSIFICATION SYSTEM (UCS)**

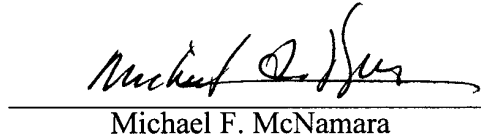
Unless otherwise agreed with the Alliance, the Employer agrees not to enter into collective bargaining with respect to modifications to the SV rates of pay related to UCS during the life of the present agreement until notice to bargain has been served.

SIGNED AT OTTAWA, this 19th day of the month of November 2001.

THE TREASURY BOARD
OF
CANADA

THE PUBLIC SERVICE
ALLIANCE OF
CANADA


Dennis G. Duggan


Michael F. McNamara

****MEMORANDUM OF UNDERSTANDING
WITH RESPECT TO A PILOT JOINT TRAINING 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 and Education and Library Science bargaining units.

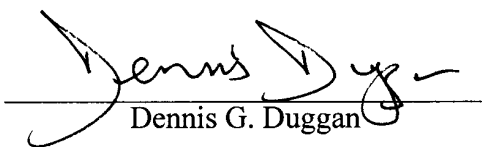
The Employer agrees to provide seven million dollars (\$ 7,000,000) over the life of this collective agreement to fund a pilot joint training program. The PSAC/Employer joint training program will provide training on union/management issues.

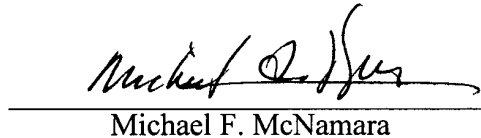
The parties agree to the formation of a joint committee made up of an equal number of Union and Employer representatives to administer the funding. The committee shall meet within sixty (60) days of the signing of these agreements to confirm the committee's terms of reference and schedule of work. Representatives of the parties will work together to develop terms of reference in advance of the first (1st) meeting of the committee. Terms of reference will include, but not be limited to, the joint nature of the committee's administration and decision making, expense allocation, access to training, the nature of the training to be provided, reporting requirements and assessment of results.

SIGNED AT OTTAWA, this 19th day of the month of November 2001.

THE TREASURY BOARD
OF
CANADA

THE PUBLIC SERVICE
ALLIANCE OF
CANADA


Dennis G. Duggan


Michael F. McNamara

****MEMORANDUM OF UNDERSTANDING
WITH RESPECT TO THE USE OF TERM EMPLOYEES**

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, Operational Services, Technical Services and Education and Library Sciences bargaining units.

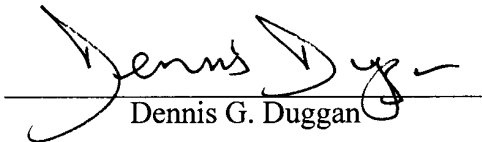
The parties agree to the formation of a joint committee made up of an equal number of PSAC and Employer representatives to review the use of term employees. This committee shall meet within ninety (90) days of the signing of these agreements to confirm the committee's terms of reference and schedule of work. Representatives of the parties will work together to develop terms of reference in advance of the first meeting of the committee. Terms of reference will include, but not be limited to, the joint nature of the committee's administration and decision making, expense allocation, the nature of the review, reporting requirements and assessment of results.

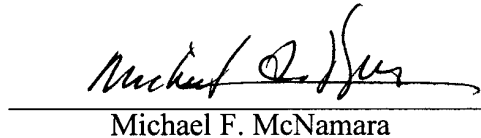
The Employer agrees to provide funding up to seven hundred and fifty thousand dollars (\$750,000) to cover all expenses incurred by the committee. The committee will report its findings within six (6) months from the first (1st) meeting.

SIGNED AT OTTAWA, this 19th day of the month of November 2001.

THE TREASURY BOARD
OF
CANADA

THE PUBLIC SERVICE
ALLIANCE OF
CANADA


Dennis G. Duggan


Michael F. McNamara

****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.

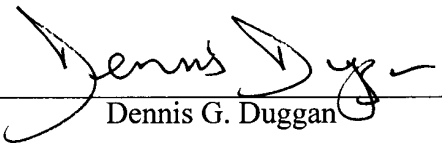
Accordingly, the parties agree, during the life of the Agreement, to conduct a compensation comparability study.

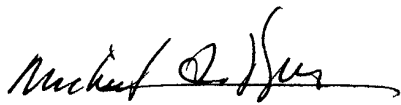
The parties further agree to meet within ninety (90) days of the signing date of this Agreement to establish the terms of reference of the study.

SIGNED AT OTTAWA, this 19th day of the month of November 2001.

THE TREASURY BOARD
OF
CANADA

THE PUBLIC SERVICE
ALLIANCE OF
CANADA


Dennis G. Duggan


Michael F. McNamara