

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TREASURY BOARD
(HEREINAFTER CALLED THE EMPLOYER)
AND
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE
OF CANADA
(HEREINAFTER CALLED THE INSTITUTE)
IN RESPECT OF THE
APPLIED SCIENCE AND ENGINEERING (AP) UNIT –
ALLOWANCE FOR THE ARCHITECTURE AND
TOWN PLANNING GROUP

Effective April 1, 2003 / Expiration September 30, 2003

1. In an effort to reduce retention and recruitment problems, the employer will provide an Allowance to incumbents of AR positions for the performance of AR duties in the Applied Science and Engineering Group.
2. The parties agree that AR employees who perform the duties of positions identified above shall be eligible to receive a “Terminable Allowance” in the following amounts and subject to the following conditions:
 - (a) Commencing on April 1st, 2003, and ending September 30th, 2003, AR employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;
 - (b) The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix “A” of the collective agreement. This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eighty-eight (260.88);

TERMINABLE ALLOWANCE

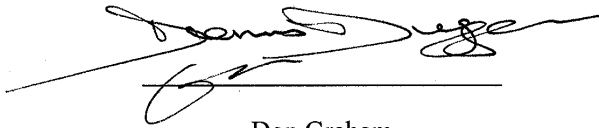
	Annual Amount	Daily Amount
AR-1	\$5,000	\$19.17
AR-2	\$6,480	\$24.84
AR-3	\$8,146	\$31.23
AR-4	\$9,485	\$36.36
AR-5	\$10,690	\$40.98
AR-6	\$11,536	\$44.22
AR-7	\$12,890	\$49.41

- (c) The Terminable Allowance specified above does not form part of an employee's salary.
 - (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
 - (e) Subject to (f) below, the amount of the Terminable Allowance payable is that amount specified in 2(b) for the level prescribed in the certificate of appointment of the employee's substantive position.
 - (f) When an AR employee is required by the Employer to perform the duties of a higher classification level in accordance with clause 46.08, the Terminable Allowance payable shall be proportionate to the time at each level.
3. A part-time AR employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay pursuant to clause 40.03.

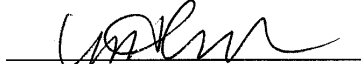
4. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.
5. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
6. This Memorandum of Understanding expires on September 30th, 2003, or at such time as a renewed collective agreement for the Applied science and Engineering group bargaining unit is signed, whichever comes first.

SIGNED AT OTTAWA, this 5th day of the month of March 2003.

THE TREASURY BOARD OF
CANADA

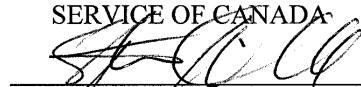


Don Graham

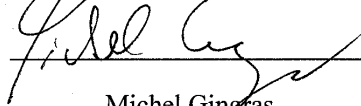


Marc Thibodeau

THE PROFESSIONAL
INSTITUTE OF THE PUBLIC
SERVICE OF CANADA



Steve Hindle



Michel Gingras

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ALLOWANCE FOR THE ENGINEERING AND LAND SURVEY GROUP**

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2. The parties agree that EN employees who perform the duties of positions identified above shall be eligible to receive a “Terminable Allowance” in the following amounts and subject to the following conditions:
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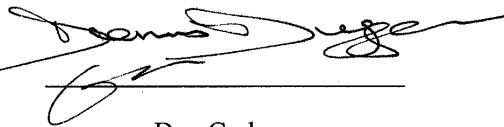
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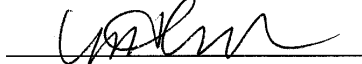
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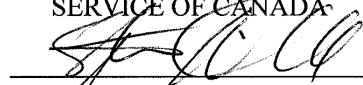


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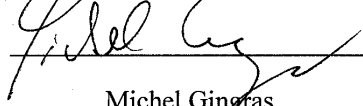


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ALLOWANCE FOR THE PATENT GROUP**

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2. The parties agree that SG-PAT employees who perform the duties of positions identified above shall be eligible to receive a “Terminable Allowance” in the following amounts and subject to the following conditions:
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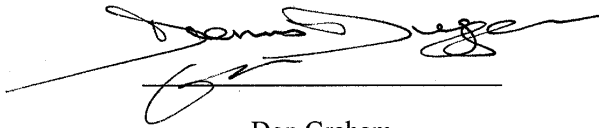
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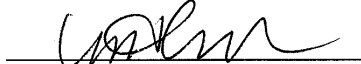
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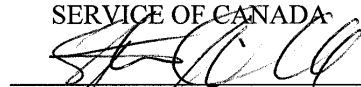


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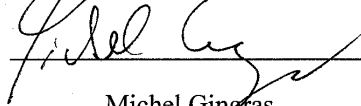


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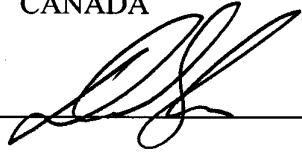
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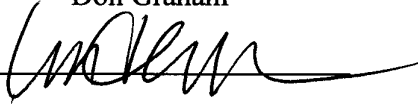
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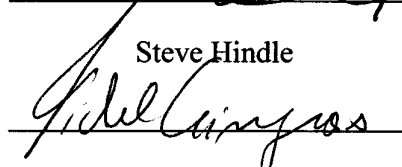


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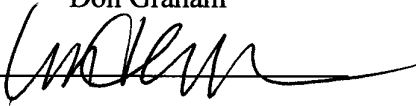
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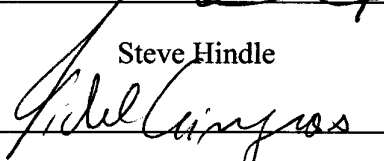


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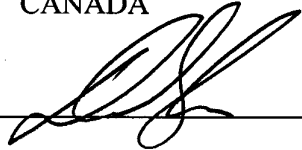
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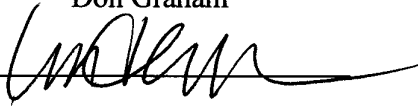
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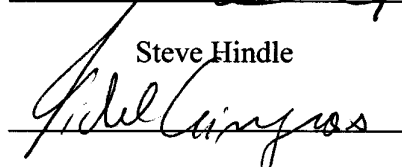


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Treasury Board of Canada
Secretariat

Secrétariat du Conseil du Trésor
du Canada

Agreement between the Treasury Board and The Professional Institute of the Public Service of Canada

Applied Science and Engineering
Groups:

Actuarial Science	Forestry
Agriculture	Meteorology
Architecture and Town Planning	Physical Sciences
Biological Science	Scientific Regulation
Chemistry	Patent
Engineering and Land Survey	

Expiry Date: September 30, 2002

Canada

Agreement between the Treasury Board and The Professional Institute of the Public Service of Canada

Applied Science and Engineering

Groups:

Actuarial Science

Agriculture

Architecture and Town

Planning

Biological Science

Chemistry

Engineering and Land

Survey

Forestry

Meteorology

Physical Sciences

Scientific Regulation

Patent

Expiry Date: September 30, 2002

Treasury Board of Canada Secretariat
Labour Relations Division
Human Resources Branch
L'Esplanade Laurier
140 O'Connor Street
Ottawa, Ontario
K1A 0R5

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Secretariat Internet Site at the following address:

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

The Professional Institute of the
Public Service of Canada (PIPSC)
53 Auriga Drive
Nepean, Ontario
K2E 8C3



THIS MASTER AGREEMENT COVERS THE FOLLOWING GROUPS:

CODE	GROUP	
201	Actuarial Science	(AC)
202	Agriculture	(AG)
203	Architecture and Town Planning	(AR)
205	Biological Science	(BI)
206	Chemistry	(CH)
210	Engineering and Land Survey	(EN)
211	Forestry	(FO)
218	Meteorology	(MT)
222	Physical Sciences	(PC)
224	Scientific Regulation	(SG-SRE)
230	Patent	(SG-PAT)

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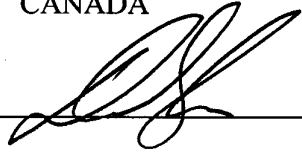
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AR-7	\$12,890	\$49.41

- (c) The Terminable Allowance specified above does not form part of an employee's salary.
 - (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
 - (e) Subject to (f) below, the amount of the Terminable Allowance payable is that amount specified in 2(b) for the level prescribed in the certificate of appointment of the employee's substantive position.
 - (f) When an AR employee is required by the Employer to perform the duties of a higher classification level in accordance with clause 46.08, the Terminable Allowance payable shall be proportionate to the time at each level.
3. A part-time AR employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay pursuant to clause 40.03.

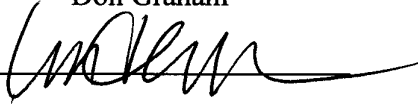
4. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.
5. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
6. This Memorandum of Understanding expires on March 31, 2003, or at such time as a renewed collective agreement for the Applied science and Engineering group bargaining unit is signed, whichever comes first.

SIGNED AT OTTAWA, this 25th day of the month of September 2002.

THE TREASURY BOARD OF
CANADA




Don Graham

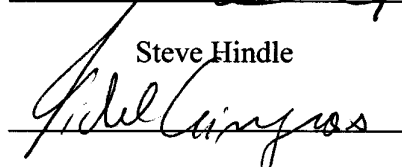


Marc Thibodeau

THE PROFESSIONAL
INSTITUTE OF THE PUBLIC
SERVICE OF CANADA



Steve Hindle



Michel Gingras

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TREASURY BOARD
(HEREINAFTER CALLED THE EMPLOYER)
AND
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE
OF CANADA
(HEREINAFTER CALLED THE INSTITUTE)
IN RESPECT OF THE
APPLIED SCIENCE AND ENGINEERING (AP) UNIT –
ALLOWANCE FOR THE ENGINEERING AND LAND SURVEY GROUP**

1. In an effort to reduce retention and recruitment problems, the employer will provide an Allowance to incumbents of EN positions for the performance of EN duties in the Applied Science and Engineering Group.
2. The parties agree that EN employees who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:
 - (a) Commencing on October 1st, 2002, and ending March 31, 2003, EN employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;
 - (b) The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix "A" of the collective agreement. This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eighty-eight (260.88);

TERMINABLE ALLOWANCE


	Annual Amount	Daily Amount
EN-ENG-1	\$5,429	\$20.81
EN-ENG-2	\$6,590	\$25.26
EN-ENG-3	\$8,879	\$34.03
EN-ENG-4	\$10,263	\$39.34
EN-ENG-5	\$11,840	\$45.38
EN-ENG-6	\$13,064	\$50.08
EN-SUR-1	\$6,005	\$23.02
EN-SUR-2	\$8,832	\$33.85
EN-SUR-3	\$9,514	\$36.47
EN-SUR-4	\$10,799	\$41.39
EN-SUR-5	\$11,648	\$44.65
EN-SUR-6	\$11,673	\$44.74

- (c) The Terminable Allowance specified above does not form part of an employee's salary.
- (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.

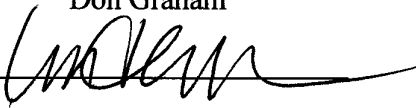
- (e) Subject to (f) below, the amount of the Terminable Allowance payable is that amount specified in 2(b) for the level prescribed in the certificate of appointment of the employee's substantive position.
 - (f) When an en employee is required by the Employer to perform the duties of a higher classification level in accordance with clause 46.08, the Terminable Allowance payable shall be proportionate to the time at each level.
3. A part-time EN employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay pursuant to clause 40.03.
 4. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.
 5. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
 6. This Memorandum of Understanding expires on March 31, 2003, or at such time as a renewed collective agreement for the Applied science and Engineering group bargaining unit is signed, whichever comes first.

SIGNED AT OTTAWA, this 25th day of the month of September 2002.

THE TREASURY BOARD OF
CANADA

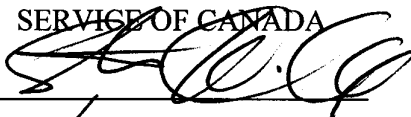


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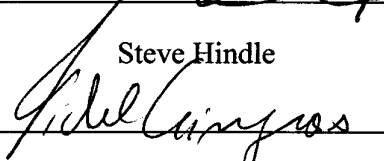


Marc Thibodeau

THE PROFESSIONAL
INSTITUTE OF THE PUBLIC
SERVICE OF CANADA



Steve Hindle



Michel Gingras

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TREASURY BOARD
(HEREINAFTER CALLED THE EMPLOYER)
AND
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE
OF CANADA
(HEREINAFTER CALLED THE INSTITUTE)
IN RESPECT OF THE
APPLIED SCIENCE AND ENGINEERING (AP) UNIT –
ALLOWANCE FOR THE PATENT GROUP

1. In an effort to reduce retention and recruitment problems, the employer will provide an Allowance to incumbents of SG-PAT positions for the performance of SG-PAT duties in the Applied Science and Engineering Group.
2. The parties agree that SG-PAT employees who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:
 - (a) Commencing on October 1st, 2002, and ending March 31, 2003, SG-PAT employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;
 - (b) The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix "A" of the collective agreement. This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eighty-eight (260.88);

TERMINABLE ALLOWANCE

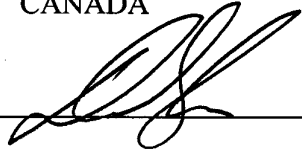
	Annual Amount	Daily Amount
SG-PAT-1	\$5,000	\$19.17
SG-PAT-2	\$6,692	\$25.65
SG-PAT-3	\$7,801	\$29.90
SG-PAT-4	\$8,827	\$33.84
SG-PAT-5	\$10,318	\$39.55
SG-PAT-6	\$11,042	\$42.33
SG-PAT 7	\$11,889	\$45.57

- (c) The Terminable Allowance specified above does not form part of an employee's salary.
 - (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
 - (e) Subject to (f) below, the amount of the Terminable Allowance payable is that amount specified in 2(b) for the level prescribed in the certificate of appointment of the employee's substantive position.
 - (f) When an SG-PAT employee is required by the Employer to perform the duties of a higher classification level in accordance with clause 46.08, the Terminable Allowance payable shall be proportionate to the time at each level.
3. A part-time SG-PAT employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay pursuant to clause 40.03.

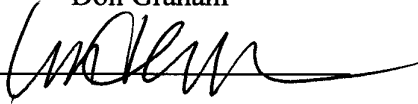
4. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.
5. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
6. This Memorandum of Understanding expires on March 31, 2003, or at such time as a renewed collective agreement for the Applied science and Engineering group bargaining unit is signed, whichever comes first.

SIGNED AT OTTAWA, this 25th day of the month of September 2002.

THE TREASURY BOARD OF
CANADA



Don Graham

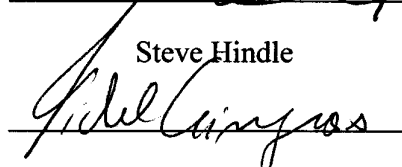


Marc Thibodeau

THE PROFESSIONAL
INSTITUTE OF THE PUBLIC
SERVICE OF CANADA



Steve Hindle



Michel Gingras

ARTICLE 17
OTHER LEAVE WITH OR WITHOUT PAY

17.03 Maternity Leave without Pay

(A)

(1) 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.

(a) Notwithstanding sub-clause 17.03(A)(1) above:

(i) where the employee's new-born child is hospitalized within the period defined in sub-clause 17.03(A)(1) above;

and

(ii) where the employee has proceeded on maternity leave without pay and then, upon request and with the concurrence of the Employer, returns to work for all or part of the period during which her new-born child is hospitalized;

the period of maternity leave without pay defined in sub-clause 17.03(A)(1) above 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 returned to work, to a maximum of seventeen (17) weeks.

(b) The extension described in sub-clause 17.03(A)(1)(a) above shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

(2) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.

- (3) An employee who has not commenced maternity leave without pay may elect to:
 - (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave With Pay Article. For purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.
- (B) 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.
- (C) 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.

17.04 Maternity Allowance

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

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

- (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 and the recruitment and retention “terminable allowance” 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 and the recruitment and retention “terminable allowance”, 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 17.04(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
- (i) for a full-time employee, the employee’s weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in

subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate and the recruitment and retention "terminable allowance" 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 and the recruitment and retention "terminable allowance" 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.

17.05 Special Maternity Allowance for Totally Disabled Employees

- (A) An employee who:
 - (1) fails to satisfy the eligibility requirement specified in sub-clause 17.04(A)(2) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving EI maternity benefits;
 - and
 - (2) has satisfied all of the other eligibility criteria specified in sub-clause 17.04(A) except sub-clauses 17.04(A)(2) and (3);

shall be paid, in respect of each week of maternity allowance not received for the reason described in sub-clause 17.05(A)(1), the difference between ninety-three per cent (93%) of her weekly rate of pay and recruitment and retention “terminable allowance”, 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 17.04 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to section 22 of the *EI Act* had she not been disqualified from EI maternity benefits for the reasons described in sub-clause 17.05(A)(1) above.

17.06 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.

17.07 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 17.04 (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:

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

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 and the recruitment and retention "terminable allowance", 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 and the recruitment and retention "terminable allowance", 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 17.07(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 and the recruitment and retention "terminable allowance", 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 and the recruitment and retention "terminable allowance", 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.

17.08 Special Parental Allowance for Totally Disabled Employees

- (A) An employee who:
 - (1) fails to satisfy the eligibility requirement specified in sub-clause 17.07(A)(2) 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 EI parental benefits;
 - and
 - (2) has satisfied all of the other eligibility criteria specified in sub-clause 17.07(A) except sub-clauses 17.07(A)(2) and (3);

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in sub-clause 17.08(A)(1), the difference between ninety-three per cent (93%) of the employee's rate of pay and the recruitment and retention "terminable allowance", 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 17.07 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 *EI Act*, had the employee not been disqualified from EI parental benefits for the reasons described in sub-clause 17.08(A)(1) above.

**LIST OF CHANGES TO THE COLLECTIVE AGREEMENT
BETWEEN THE TREASURY BOARD AND THE PROFESSIONAL
INSTITUTE OF THE PUBLIC SERVICE OF CANADA –
APPLIED SCIENCE AND ENGINEERING**

**ARTICLE 2
INTERPRETATION AND DEFINITIONS**

2.01

**

“common-law spouse” a common-law spouse relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse, and lives and intends to continue to live with that person as if that person were his/her spouse (« conjoint de fait »);

**

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

**ARTICLE 8
HOURS OF WORK**

Shift Premium

**

8.19 An employee working a regularly scheduled shift will receive a shift premium of one dollar and fifty cents (\$1.50) per hour for each hour worked, including overtime hours, between 1600 and 0800.

Weekend Premium

**

8.20 This clause does not apply to the MT Group.

Employees shall receive an additional weekend premium of one dollar and fifty cents (\$1.50) for all scheduled hours worked at straight-time hourly rates on Saturday and/or Sunday.

**

8.21 This clause applies to the MT Group.

- (a) Subject to the conditions of this clause, where the Employer has a seven (7) day week operation with rotating shifts on a continuing and annual basis, an employee working in such an operation shall receive a premium of one dollar and fifty cents (\$1.50) per hour for all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday plus shift premium if applicable.
- (b) An employee will be eligible to receive such a premium only if rotating shift schedules applicable to him recurrently designate all days in the week as regular working days. However, the foregoing shall not apply in cases where an employee requests to work on Saturday and/or Sunday under other than such a rotating shift schedule.

ARTICLE 9 OVERTIME

**

9.01 When an employee is required by the Employer to work overtime, the employee shall be compensated as follows:

- (a) on the employee's normal work day, at the rate of time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours of overtime worked and at the rate of double (2) time for all hours of overtime in any contiguous period in excess of the first seven and one-half (7 1/2) hours;
- (b) on the employee's first day of rest, at the rate of time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours of overtime worked and at the double (2) time rate for each contiguous hour thereafter;

- (c) on the employee's second or subsequent day of rest,
 - (i) at the basis of double (2) time for each hour of overtime worked. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;
 - (ii) notwithstanding paragraph (b) and sub-paragraph (c)(i) above, if, in an unbroken series of consecutive and contiguous calendar days of rest, the Employer permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time and one-half (1 1/2) for the first day worked.

**

9.06 Upon application by the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this Article. Compensatory leave earned in a fiscal year and outstanding on September 30 of the next following fiscal year shall be paid at the employee's daily rate of pay on September 30.

**

9.08

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one meal in the amount of nine dollars (\$9.00), except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to the employee's place of work.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one additional meal in the amount of nine dollars (\$9.00) except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- (c) Paragraphs 9.08(a) and (b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

**ARTICLE 10
CALL-BACK**

**

10.01 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 the employee's work for the day and has left the employee's place of work,

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

(i) the minimum of three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' pay 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.

**ARTICLE 11
STANDBY**

**

11.03

(a) An employee required to be on standby duty shall be available during the period of standby at a known telephone number and be able to return for duty as quickly as possible if called.

- (b) In areas and in circumstances where the Employer deems that electronic communication devices are both practicable and efficient, they will be provided without cost to those employees on standby duty.

**

11.06 At the Employer's discretion, compensation for standby may be given by granting equivalent time off in lieu of a cash payment. If such time off cannot be granted within the quarter in which it is earned then cash payment will be made.

ARTICLE 13 TRAVELLING TIME

13.01

- (b)

**

- (ii) at the applicable overtime rate for additional travel time in excess of a seven and one-half (7 1/2) hour period 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 in any day;

**

- (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.

ARTICLE 15 VACATION LEAVE

Accumulation of Vacation Leave Credits

15.02

**

- (c) one and eleven-twelfths (1 11/12) days commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;

**

- (d) two and one-twelfth ($2 \frac{1}{12}$) days commencing with the month in which the employee's eighteen (18th) anniversary of service occurs;

**

- (e) two and one-third ($2 \frac{1}{3}$) days commencing with the month in which the employee's twenty-eight (28th) anniversary of service occurs;

Replacement of Vacation Leave

**

15.07 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.

ARTICLE 16

SICK LEAVE

Credits

16.01

**

- (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 works shifts and 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.

**

16.06 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 16.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to twenty-five (25) days, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for other than death or lay-off, the recovery of the advance from any monies owed the employee.

**

16.07 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.

**

16.08 An employee shall not be terminated for cause for reason 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 used his accumulated sick leave credits, except where the incapacity is the result of an injury or illness for which injury-on-duty leave has been granted pursuant to clause 17.16.

ARTICLE 17

OTHER LEAVE WITH OR WITHOUT PAY

**

17.02 Bereavement Leave With Pay

For the purpose of this clause, 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, father-in-law, mother-in-law, grandchild, and relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) When a member of the immediate family dies, an employee:
 - (i) shall be entitled to a bereavement period of four (4) consecutive calendar days which must include the day of the funeral. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for that employee;

- (ii) in addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (b) An employee is entitled to up to one (1) day's bereavement leave with pay for the purpose related to the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) 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 or in a manner other than that provided for in sub-paragraph 17.02(a)(i) and paragraph 17.02(b).
- (d) If, during a period of paid leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave under this clause, the employee shall be granted bereavement leave and the employee's paid leave credits shall be restored to the extent of any concurrent bereavement leave granted.

**

17.06 Parental Leave without Pay

- (a) An employee who becomes a parent through the birth of a child or the adoption of a child below the age of majority shall, upon request, be granted parental leave without pay for a single period of up to thirty-five (35) consecutive weeks, or thirty-seven (37) consecutive weeks where the employee is subject to a waiting period referred to in 17.07(b)(i)(A), beginning on or after the date of the child's birth or the date of acceptance of custody of the child for adoption.
- (b) The period of parental leave without pay shall end:
 - (i) where the period of maternity leave without pay as described in 17.03(a)(i) above, is followed by a period of parental leave without pay taken by the employee, or in the case of a Public Service couple, by the employee's spouse, no later than fifty-two (52) weeks after the child is born;
 - (ii) where the period of maternity leave without pay is extended as described in 17.03(a)(i)(A) above, is followed by a period of parental leave without pay taken by the employee, or in the case

of a Public Service couple, by the employee's spouse, no later than fifty-two (52) weeks after the day the child is born;

and

- (iii) in all other cases, no later than fifty-two (52) weeks after the day the child is born or the acceptance of custody of the child for adoption.
- (c) 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 child or as soon as the application for adoption has been approved by the adoption agency.
- (d)
 - (i) The Employer may require an employee to submit a birth certificate or proof of adoption for the child.
 - (ii) Parental leave without pay taken by a Public Service couple shall not exceed a total of thirty-five (35) weeks for both employees combined, or thirty-seven (37) consecutive weeks where one of the employees is subject to a waiting period referred to in 17.07(b)(i)(A).
- (e) 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.

**

17.07 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 17.07(b) below, 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 Employment Insurance (EI) 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 he or she:
 - (A) will return to work on the expiry date of his or her parental leave without pay, unless this date is modified with the Employer's consent;
 - (B) within eighteen (18) months of his or her return from parental leave without pay, the employee will work an amount of hours paid at straight-time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by twenty-six (26);
 - (C) should the employee fail to return to work as per the provisions of 17.07(a)(iii)(A) and (B) for reasons other than death or 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 17.07(a)(iii)(B), or having become disabled as defined in the *Public Service Superannuation Act*, the employee recognizes that he or she is indebted to the Employer for the amount received as a parental allowance, proportionate to the amount of hours not worked in relation to the hours to be worked as specified in 17.07(a)(iii)(B) above.
- (iv) for the purpose of 17.07(a)(iii)(B), periods of leave with pay shall count as time worked.

- (b) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (i)
- (A) where an employee is subject to a waiting period of two (2) weeks before receiving EI parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for each week of the waiting period, less any other moneys earned during this period;
 - (B) other than as provided in 17.07(b)(i)(C) below, for each week in respect of which the employee receives EI parental benefits pursuant to section 23 of the *Employment Insurance Act*, the difference between the gross amount of the EI parental benefits he or she is initially eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay, less any other moneys earned during this period;
 - (C) where the employee becomes entitled to an extension of parental benefits pursuant to subsection 12(7) of the *EI Act*, the parental allowance payable under the SUB Plan described in 17.07(b)(i)(B) will be extended by the number of weeks of extended benefits which the employee receives under that subsection.
- (ii) The parental allowance to which an employee is entitled is limited to that provided in 17.07(b)(i) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *EI Act*.
- (iii) The weekly rate of pay referred to in 17.07(b)(i) shall be:
- (A) 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;
 - (B) 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 17.07(b)(iii)(A) 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.

- (iv)
 - (A) The weekly rate of pay referred to in 17.07(b)(iii) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
 - (B) Notwithstanding 17.07(b)(iv)(A), and subject to 17.07(b)(iii)(B), 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.
- (v) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (vi) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

**

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

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

**

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

**

- (b) leave granted under this clause shall be for a minimum period of three (3) weeks;

17.12 Leave Without Pay for the Long-Term Care of a Parent

**

- (b) leave granted under this clause shall be for a minimum period of three (3) weeks;

17.13 Leave With Pay for Family-Related Responsibilities

- (b)

**

- (i) an employee is expected to make every reasonable effort to schedule medical or dental appointments for dependent family members to minimize or preclude the employee's absence from work; however, when alternate arrangements are not possible an employee shall be granted up to one (1) day for a medical or dental appointment when the dependent family member is incapable of attending the appointment without accompaniment, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify the employee's supervisor of the appointment as far in advance as possible;

**ARTICLE 19
SEVERANCE PAY**

19.01

**

Resignation

- (b) On resignation, subject to paragraph 19.01(c) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one-half (1/2) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), up to a maximum of

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

ARTICLE 20
STATEMENT OF DUTIES

**

20.01 Upon written request, an employee shall be entitled to a complete and current statement of the duties and responsibilities of the employee's position, including the position's classification level, the position rating form and an organization chart depicting the position's place in the organization.

ARTICLE 26
RECOGNITION

**

26.01 The Employer recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on June 3, 1999 covering all employees in the Applied Science and Engineering Group as defined in Part I of the Canada Gazette of March 27, 1999.

ARTICLE 36
NATIONAL JOINT COUNCIL AGREEMENTS

36.03

**

(13) Public Service Health Care Plan;

ARTICLE 38
STANDARDS OF DISCIPLINE

**

38.02 Where an employee is required to attend a meeting on disciplinary matters the employee is entitled to have a representative of the Institute attend the meeting when the representative is readily available. Where practicable, the

employee shall receive in writing a minimum of one (1) working day's notice of such meeting as well as its purpose.

ARTICLE 39
LABOUR DISPUTES

**

39.01 If employees whose normal duties are performed on the premises of other employers are prevented from performing their duties because of a strike or lock-out on the other employer's premises, the employees shall report the matter to the Employer and the Employer will make every reasonable effort to ensure that, so long as work is available, the employees affected are not denied regular pay and benefits to which they would normally be entitled.

ARTICLE 40
PART-TIME EMPLOYEES

Vacation Leave

40.10

**

(c) when the entitlement is one and eleven-twelfths ($1 \frac{11}{12}$) days a month, twenty-three sixtieth ($23/60$) of the hours in the employee's work week per month;

**

(e) when the entitlement is two and one-third ($2 \frac{1}{3}$) days a month, seven-fifteenth ($7/15$) of the hours in the employee's work week per month;

ARTICLE 46
PAY

Acting Pay

46.08

**

(a) The required number of consecutive working days referred to in clause 46.08 is four (4) consecutive working days;

(b)

**

(i) When an employee whose hours of work are scheduled in accordance with clause 8.02 or 8.06 is required by the Employer to perform substantially, on an acting basis, duties of a higher classification level, for a period of at least four (4) consecutive scheduled working days, the employee shall be paid acting pay calculated as if the employee had been appointed to that higher classification level from the date on which the employee commenced to act for the period in which the employee acts.

ARTICLE 48

DURATION

**

48.01 The duration of this Collective Agreement shall be from the date it is signed to September 30, 2002.

****APPENDIX "A"****AC – ACTUARIAL SCIENCE GROUP
ANNUAL RATES OF PAY**

- A) Effective October 1, 1999**
B) Restructure Effective October 1, 2000
C) Effective October 1, 2000
D) Effective October 1, 2001

AC-1

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
From: \$	38042	39687	41326	43878	45896	47911	49928	51944	53960
To: A	38803	40481	42153	44756	46814	48869	50927	52983	55039
B	38803	40481	42153	44756	46814	48869	50927	52983	55039
C	39773	41493	43207	45875	47984	50091	52200	54308	56415
D	40767	42530	44287	47022	49184	51343	53505	55666	57825

	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
From: \$	55974	58378	60772	63034	65200	67379		
To: A	57093	59546	61987	64295	66504	68727		
B	57093	59546	61987	64295	66504	68727	71304	73978
C	58520	61035	63537	65902	68167	70445	73087	75827
D	59983	62561	65125	67550	69871	72206	74914	77723

AC-2

From: \$	70855	73243	75626	78011	80399			
To: A	72272	74708	77139	79571	82007			
B	72272	74708	77139	79571	82007	84967	88035	
C	74079	76576	79067	81560	84057	87091	90236	
D	75931	78490	81044	83599	86158	89268	92492	

AC-3

From: \$	79506	82006	84496	86997	89847			
To: A	81096	83646	86186	88737	91644			
B	81096	83646	86186	88737	91644	94792	98048	101415
C	83123	85737	88341	90955	93935	97162	100499	103950
D	85201	87880	90550	93229	96283	99591	103011	106549

**

**AC
PAY NOTES**

- (1) An employee shall, on the relevant effective dates of adjustments to rates of pay, be paid in the (A), (B), (C) and (D) scales of rates at the rate shown immediately below his former rate.
- (2) Employees who have been Associate of the Society of Actuaries for more than six (6) years and have been at the maximum rate of pay for AC-1 level and have been on October 1, 2000, will move to the new maximum rate of pay effective October 1, 2000.
- (3) Employees who have been Fellow of the Society of Actuaries or Casualty Actuarial Society for more than four (4) years and have been at the maximum rate of pay for AC-2 level on October 1, 2000, will move to the new maximum rate of pay effective October 1, 2000.
- (4) The pay increment period for employees paid in the AC-1 to AC-3 scales of rates is twelve (12) months.
- (5) AC-1 Pay Scale: Subject to notes (a) and (f) below, AC-1 employees are paid at the appropriate rate in relation to the number of courses and years of experience acquired.
 - (a) The AC-1 pay notes are effective retroactively to October 1, 1999 for all employees.
 - (b) In addition to the periodic pay increment in note (4), a further increment for each course passed will be awarded effective January 1st or July 1st for courses taken prior to these dates and prescribed by the society of Actuaries (SOA) or the Casualty Actuarial Society (CAS). The SOA seventh and ninth course is respectively the Seminar and the Professional Development. Future reference to the SOA includes CAS.
 - (c) If the employee obtains three (3) courses without having reached the 5th increment, the employee will then advance to the 5th increment and will be awarded one additional increment for each course over three. At the discretion of the Employer, a new hired AC-1 could be awarded additional increments for years of experience acquired.

- (d) If the employee obtains six (6) courses without having reached the 11th increment, the employee will then advance to the 11th increment and will be awarded one additional increment for each course over six. At the discretion of the Employer, a new hired AC-1 could be awarded additional increments for years of experience acquired.
 - (e) Progression through the AC-1 pay scales will continue unhindered until the employee has reached the 6th increment, then advancement beyond the 6th increment is dependent on the employee having obtained three (3) courses.
 - (f) Advancement beyond the 12th increment is dependent on the employee having obtained six (6) courses, or having been an Associate of the Society of Actuaries with at least 15 years of consecutive service and acquired expertise in the actuarial field with the Government of Canada.
- (6) Where, during the retroactive period, an employee was paid on initial appointment to the Public Service in the bargaining unit at a rate of pay above the minimum, or was promoted or transferred and paid at a rate of pay above the rate specified by the regulations for promotion or transfer, he shall be paid in the new scale of rates of pay at the rate of pay nearest to but not less than the rate of pay at which he was appointed and, at the discretion of the Employer, may be paid at any rate up to and including the rate shown immediately below the rate he was receiving.
- (7) 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 27 June, 1978, shall be the first Monday following the pay increment period listed below as calculated from the date of the promotion, demotion or appointment from outside the Public Service. The pay increment periods listed below will not apply to employees appointed prior to 27 June, 1978.

PAY INCREMENT PERIODS

Level	Full-Time Employees	1/2 Time or More but Less Than Full-Time	1/3 Time or More but Less Than Half-Time
AC-1 to AC-3	52 weeks	104 weeks	156 weeks

**AG - AGRICULTURE GROUP
ANNUAL RATES OF PAY**

- A) Effective October 1, 1999**
- B) Effective October 1, 2000**
- C) Effective October 1, 2001**

AG-1

From:	\$	21924	to	38681*	39898	41424	43203	44982
To:	A	22362	to	39455*	40696	42252	44067	45882
	B	22921	to	40441*	41713	43308	45169	47029
	C	23494	to	41452*	42756	44391	46298	48205

*(WITH INTERMEDIATE STEPS OF \$10)

AG-2

From:	\$	44424	46349	48283	50205	52152
To:	A	45312	47276	49249	51209	53195
	B	46445	48458	50480	52489	54525
	C	47606	49669	51742	53801	55888

AG-3

From:	\$	51777	53724	55675	57430	59183
To:	A	52813	54798	56789	58579	60367
	B	54133	56168	58209	60043	61876
	C	55486	57572	59664	61544	63423

AG-4

From:	\$	58273	60196	62115	64034	65947
To:	A	59438	61400	63357	65315	67266
	B	60924	62935	64941	66948	68948
	C	62447	64508	66565	68622	70672

AG-5

From:	\$	65246	67481	69713	71920	74123
To:	A	66551	68831	71107	73358	75605
	B	68215	70552	72885	75192	77495
	C	69920	72316	74707	77072	79432

**AG
PAY NOTES**

**

- (2) An employee being paid in that part of the AG-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid:
- (a) effective October 1, 1999 in the “A” scale of rates which is nearest to but not more than two point zero per cent (2.0%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10);
 - (b) effective October 1, 2000 in the “B” scale of rates which is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10).
 - (c) effective October 1, 2001 in the “C” scale of rates which is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10).

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

- A) Effective October 1, 1999**
- B) Effective October 1, 2000**
- C) Effective October 1, 2001**

AR-1

From:	\$	22999	to	36507
To:	A	23459	to	37237
	B	24045	to	38168
	C	24646	to	39122

AR-2

From:	\$	36425	38177	39937	41693	43443	45200
To:	A	37154	38941	40736	42527	44312	46104
	B	38083	39915	41754	43590	45420	47257
	C	39035	40913	42798	44680	46556	48438

AR-3

From:	\$	44708	46678	48649	50614	52576	54153
To:	A	45602	47612	49622	51626	53628	55236
	B	46742	48802	50863	52917	54969	56617
	C	47911	50022	52135	54240	56343	58032

AR-4

From:	\$	50431	52607	54749	56891	59030	60801
To:	A	51440	53659	55844	58029	60211	62017
	B	52726	55000	57240	59480	61716	63567
	C	54044	56375	58671	60967	63259	65156

AR-5

From:	\$	56605	59027	61451	63875	66296	68285
To:	A	57737	60208	62680	65153	67622	69651
	B	59180	61713	64247	66782	69313	71392
	C	60660	63256	65853	68452	71046	73177

AR-6

From:	\$	63444	65961	68470	70984	73500	75704
To:	A	64713	67280	69839	72404	74970	77218
	B	66331	68962	71585	74214	76844	79148
	C	67989	70686	73375	76069	78765	81127

AR-7

From:	\$	68055	70784	73502	76234	78967	83510
To:	A	69416	72200	74972	77759	80546	85180
	B	71151	74005	76846	79703	82560	87310
	C	72930	75855	78767	81696	84624	89493

**AR
PAY NOTES**

(3)

**

(b)

- (i) an employee being paid for one (1) or more years in the AR-1 scale of rates shall, effective October 1, 1999, be paid in the (A) scale of rates at the rate of pay which is nearest to but not more than two point zero per cent (2.0%) higher than his former rate of pay provided that the maximum rate in the appropriate scale of rates is not exceeded;
- (ii) an employee being paid for one (1) or more years in the AR-1 scale of rates shall, effective October 1, 2000, be paid in the (B) scale of rates at the rate of pay which is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay provided that the maximum rate in the appropriate scale of rates is not exceeded.
- (iii) an employee being paid for one (1) or more years in the AR-1 scale of rates shall, effective October 1, 2001, be paid in the (C) scale of rates at the rate of pay which is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay provided that the maximum rate in the appropriate scale of rates is not exceeded.

BI - BIOLOGICAL SCIENCES GROUP
ANNUAL RATES OF PAY

- A) Effective October 1, 1999**
B) Effective October 1, 2000
C) Effective October 1, 2001

BI-1

From:	\$	22182	to	38819*	39605	41139	42674	44210	45745
To:	A	22626	to	39595*	40397	41962	43527	45094	46660
	B	23192	to	40585*	41407	43011	44615	46221	47827
	C	23772	to	41600*	42442	44086	45730	47377	49023

*(WITH INTERMEDIATE STEPS OF \$10)

BI-2

From:	\$	43361	45221	47092	48955	50819	52684	54548
To:	A	44228	46125	48034	49934	51835	53738	55639
	B	45334	47278	49235	51182	53131	55081	57030
	C	46467	48460	50466	52462	54459	56458	58456

BI-3

From:	\$	51583	53826	56067	58312	60551	62611
To:	A	52615	54903	57188	59478	61762	63863
	B	53930	56276	58618	60965	63306	65460
	C	55278	57683	60083	62489	64889	67097

BI-4

From:	\$	61073	63435	65800	68162	70527
To:	A	62294	64704	67116	69525	71938
	B	63851	66322	68794	71263	73736
	C	65447	67980	70514	73045	75579

BI-5

From:	\$	69545	72161	74776	77303
To:	A	70936	73604	76272	78849
	B	72709	75444	78179	80820
	C	74527	77330	80133	82841

**BI
PAY NOTES**

**

- (2) An employee being paid in that part of the BI-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid:
- (a) effective October 1, 1999 in the “A” scale of rates which is nearest to but not more than two point zero per cent (2.0%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10);
 - (b) effective October 1, 2000 in the “B” scale of rates which is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10);
 - (c) effective October 1, 2001 in the “C” scale of rates which is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10).

CH - CHEMISTRY GROUP
ANNUAL RATES OF PAY

- A) Effective October 1, 1999**
B) Effective October 1, 2000
C) Effective October 1, 2001

CH-1

From: \$	24631	to	34269*	36505	38145	39784	41423
To: A	25124	to	34954*	37235	38908	40580	42251
B	25752	to	35828*	38166	39881	41595	43307
C	26396	to	36724*	39120	40878	42635	44390

*(WITH INTERMEDIATE STEPS OF \$10)

CH-2

From: \$	40202	42178	44156	46131	48120	50087	51961	54696
To: A	41006	43022	45039	47054	49082	51089	53000	55790
B	42031	44098	46165	48230	50309	52366	54325	57185
C	43082	45200	47319	49436	51567	53675	55683	58615

CH-3

From: \$	48294	50671	53046	55425	57798	60176	62552	63891
To: A	49260	51684	54107	56534	58954	61380	63803	65169
B	50492	52976	55460	57947	60428	62915	65398	66798
C	51754	54300	56847	59396	61939	64488	67033	68468

CH-4

From: \$	58041	60699	63154	65605	68057	70510
To: A	59202	61913	64417	66917	69418	71920
B	60682	63461	66027	68590	71153	73718
C	62199	65048	67678	70305	72932	75561

CH-5

From: \$	67098	69981	72871	75755	78641
To: A	68440	71381	74328	77270	80214
B	70151	73166	76186	79202	82219
C	71905	74995	78091	81182	84274

**EN - ENGINEERING AND LAND SURVEY GROUP
ANNUAL RATES OF PAY**

- A) Effective October 1, 1999**
- B) Effective October 1, 2000**
- C) Effective October 1, 2001**

SUB-GROUP: ENGINEERING

EN-ENG-1

From:	\$	31090	to	37294*
To:	A	31712	to	38040*
	B	32505	to	38991*
	C	33318	to	39966*

*(WITH INTERMEDIATE STEPS OF \$60)

EN-ENG-2

From:	\$	38745	40364	42104	43720	45338
To:	A	39520	41171	42946	44594	46245
	B	40508	42200	44020	45709	47401
	C	41521	43255	45121	46852	48586

EN-ENG-3

From:	\$	46806	48777	50806	52830	54851	56875	58899
To:	A	47742	49753	51822	53887	55948	58013	60077
	B	48936	50997	53118	55234	57347	59463	61579
	C	50159	52272	54446	56615	58781	60950	63118

EN-ENG-4

From:	\$	54990	57186	59381	61580	63779	65977
To:	A	56090	58330	60569	62812	65055	67297
	B	57492	59788	62083	64382	66681	68979
	C	58929	61283	63635	65992	68348	70703

EN-ENG-5

From:	\$	63059	65626	68178	70744	73309	75877
To:	A	64320	66939	69542	72159	74775	77395
	B	65928	68612	71281	73963	76644	79330
	C	67576	70327	73063	75812	78560	81313

EN-ENG-6

From:	\$	70603	73327	76050	78777	81502	84225
To:	A	72015	74794	77571	80353	83132	85910
	B	73815	76664	79510	82362	85210	88058
	C	75660	78581	81498	84421	87340	90259

SUB-GROUP: LAND SURVEY**EN-SUR-1**

From:	\$	31090	to	37294*	39650	41326	43013	44809
To:	A	31712	to	38040*	40443	42153	43873	45705
	B	32505	to	38991*	41454	43207	44970	46848
	C	33318	to	39966*	42490	44287	46094	48019

*(WITH INTERMEDIATE STEPS OF \$60)

EN-SUR-2

From:	\$	46806	48777	50806	52830	54851	56875	58899
To:	A	47742	49753	51822	53887	55948	58013	60077
	B	48936	50997	53118	55234	57347	59463	61579
	C	50159	52272	54446	56615	58781	60950	63118

EN-SUR-3

From:	\$	52830	54481	56124	57765	59407	61051
To:	A	53887	55571	57246	58920	60595	62272
	B	55234	56960	58677	60393	62110	63829
	C	56615	58384	60144	61903	63663	65425

EN-SUR-4

From:	\$	57765	60278	62778	65077	67376	69674
To:	A	58920	61484	64034	66379	68724	71067
	B	60393	63021	65635	68038	70442	72844
	C	61903	64597	67276	69739	72203	74665

EN-SUR-5

From:	\$	65354	68025	70687	73358	76029	78695
To:	A	66661	69386	72101	74825	77550	80269
	B	68328	71121	73904	76696	79489	82276
	C	70036	72899	75752	78613	81476	84333

EN-SUR-6

From:	\$	67969	70744	73514	76290	79068	81843
To:	A	69328	72159	74984	77816	80649	83480
	B	71061	73963	76859	79761	82665	85567
	C	72838	75812	78780	81755	84732	87706

**ENG
PAY NOTES**

SUB-GROUP: ENGINEERING

PAY INCREMENT ADMINISTRATION

**

- (3) An employee paid at the EN-ENG-1 scale of rates shall have his rate of pay adjusted to a step:
- (a) Effective October 1, 1999, in the “A” scale of rates that is nearest to but not more than two point zero per cent (2.0%) higher than his former rate of pay.
 - (b) Effective October 1, 2000, in the “B” scale of rates that is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay.
 - (c) Effective October 1, 2001, in the “C” scale of rates that is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay.

SUB-GROUP: LAND SURVEY

PAY INCREMENT ADMINISTRATION

**

- (6) An employee paid at the EN-SUR-1 scale of rates shall have his rate of pay adjusted to a step:
- (a) Effective October 1, 1999, in the “A” scale of rates that is nearest to but not more than two point zero per cent (2.0%) higher than his former rate of pay.
 - (b) Effective October 1, 2000, in the “B” scale of rates that is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay.
 - (c) Effective October 1, 2001, in the “C” scale of rates that is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay.

FO - FORESTRY GROUP
ANNUAL RATES OF PAY

- A) Effective October 1, 1999**
B) Effective October 1, 2000
C) Effective October 1, 2001

FO-1

From:	\$	22182	to	38145*	39964	41200	42633	44076	46424
To:	A	22626	to	38908*	40763	42024	43486	44958	47352
	B	23192	to	39881*	41782	43075	44573	46082	48536
	C	23772	to	40878*	42827	44152	45687	47234	49749

From:	\$	48133	49827	51524	53223
To:	A	49096	50824	52554	54287
	B	50323	52095	53868	55644
	C	51581	53397	55215	57035

*(WITH INTERMEDIATE STEPS OF \$10)

FO-2

From:	\$	51175	52886	54529	56273	58203	59942	61662
To:	A	52199	53944	55620	57398	59367	61141	62895
	B	53504	55293	57011	58833	60851	62670	64467
	C	54842	56675	58436	60304	62372	64237	66079

FO-3

From:	\$	60115	61775	63527	65253	67423	69564
To:	A	61317	63011	64798	66558	68771	70955
	B	62850	64586	66418	68222	70490	72729
	C	64421	66201	68078	69928	72252	74547

FO-4

From:	\$	67499	69413	71329	73242	75161	76999
To:	A	68849	70801	72756	74707	76664	78539
	B	70570	72571	74575	76575	78581	80502
	C	72334	74385	76439	78489	80546	82515

**FO
PAY NOTES**

**

- (2) An employee being paid in that part of the FO-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid:
- (a) effective October 1, 1999 in the “A” scale of rates which is nearest to but not more than two point zero per cent (2.0%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10);
 - (b) effective October 1, 2000 in the “B” scale of rates which is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10);
 - (c) effective October 1, 2001 in the “C” scale of rates which is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10).

MT - METEOROLOGY GROUP
ANNUAL RATES OF PAY

- A) Effective October 1, 1999**
- B) Restructure Effective October 1, 2000**
- C) Effective October 1, 2000**
- D) Restructure Effective October 1, 2001**
- E) Effective October 1, 2001**

MT-1

From:	\$	22206	to	32114
To:	A	22650	to	32756
	B	22650	to	32756
	C	23216	to	33575
	D	23216	to	33575
	E	23796	to	34414

MT-2

From:	\$	35503	37381	39265	41144	43026	44913	46793	48671
To:	A	36213	38129	40050	41967	43887	45811	47729	49644
	B	36213	38129	40050	41967	43887	45811	47729	49644
	C	37118	39082	41051	43016	44984	46956	48922	50885
	D	37118	39082	41051	43016	44984	46956	48922	50885
	E	38046	40059	42077	44091	46109	48130	50145	52157

MT-3

From:	\$	48551	50426	52291	54164	56029	57892		
To:	A	49522	51435	53337	55247	57150	59050		
	B	49522	51435	53337	55247	57150	59050	62201	
	C	50760	52721	54670	56628	58579	60526	63756	
	D	50760	52721	54670	56628	58579	60526	63756	
	E	52029	54039	56037	58044	60043	62039	65350	

MT-4

From:	\$	49754	51778	53750	55524	57203	58883		
To:	A	50749	52814	54825	56634	58347	60061		
	B	50749	52814	54825	56634	58347	60061	62608	
	C	52018	54134	56196	58050	59806	61563	64173	
	D	52018	54134	56196	58050	59806	61563	64173	66785
	E	53318	55487	57601	59501	61301	63102	65777	68455

MT-5

From:	\$	54989	56909	58670	60428	62192	63957		
To:	A	56089	58047	59843	61637	63436	65236		
	B	56089	58047	59843	61637	63436	65236	67801	
	C	57491	59498	61339	63178	65022	66867	69496	
	D	57491	59498	61339	63178	65022	66867	69496	72127
	E	58928	60985	62872	64757	66648	68539	71233	73930

MT-6

From:	\$	59906	61860	63812	65770	67729			
To:	A	61104	63097	65088	67085	69084			
	B	61104	63097	65088	67085	69084	72540		
	C	62632	64674	66715	68762	70811	74354		
	D	62632	64674	66715	68762	70811	74354	77897	
	E	64198	66291	68383	70481	72581	76213	79844	

MT-7

From:	\$	65183	67356	69529	71698	73867			
To:	A	66487	68703	70920	73132	75344			
	B	66487	68703	70920	73132	75344	78710		
	C	68149	70421	72693	74960	77228	80678		
	D	68149	70421	72693	74960	77228	80678	84128	
	E	69853	72182	74510	76834	79159	82695	86231	

**MT
PAY NOTES**

**

- (1) An employee shall, on the relevant effective dates of adjustments to rates of pay, be paid in the (A), (B), (C), (D) and (E) scales of rates at the rate shown immediately below his former rate.

**

- (2) Employees who have been at the maximum rate of pay for their level for more than twelve (12) months on October 1, 2000, will move to the new maximum rate of pay effective October 1, 2000.

**

- (3) Employees who have been at the maximum rate of pay for their level for more than twelve (12) months on October 1, 2001, will move to the new maximum rate of pay effective October 1, 2001.

**

- (4)
- (a) Effective October 1, 1999, increase the scale of rates for employees being paid at the MT-1 by two point zero per cent (2.0%) as reflected in scale of rates (A). Employees on the scale of rates shall be paid at a rate of pay two point zero per cent (2.0%) higher than their former rate of pay rounded to the nearest ten dollars (\$10);
 - (b) effective October 1, 2000, increase the scale of rates for employees being paid at the MT-1 by two point five per cent (2.5%) as reflected in scale of rates (C). Employees on the scale of rates shall be paid at a rate of pay two point five per cent (2.5%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).
 - (c) effective October 1, 2001, increase the scale of rates for employees being paid at the MT-1 by two point five per cent (2.5%) as reflected in scale of rates (E). Employees on the scale of rates shall be paid at a rate of pay two point five per cent (2.5%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).

PC - PHYSICAL SCIENCES GROUP
ANNUAL RATES OF PAY

- A) Effective October 1, 1999**
B) Effective October 1, 2000
C) Effective October 1, 2001

PC-1

From:	\$	24246	to	40252*	41956	43690	45423	47157
To:	A	24731	to	41057*	42795	44564	46331	48100
	B	25349	to	42083*	43865	45678	47489	49303
	C	25983	to	43135*	44962	46820	48676	50536

*(WITH INTERMEDIATE STEPS OF \$10)

PC-2

From:	\$	46012	47906	49808	51699	53598	55493
To:	A	46932	48864	50804	52733	54670	56603
	B	48105	50086	52074	54051	56037	58018
	C	49308	51338	53376	55402	57438	59468

PC-3

From:	\$	55534	57723	59915	62116	64306	66499
To:	A	56645	58877	61113	63358	65592	67829
	B	58061	60349	62641	64942	67232	69525
	C	59513	61858	64207	66566	68913	71263

PC-4

From:	\$	64541	66880	69219	71561	73899	76239
To:	A	65832	68218	70603	72992	75377	77764
	B	67478	69923	72368	74817	77261	79708
	C	69165	71671	74177	76687	79193	81701

PC-5

From:	\$	72755	75348	77933	80529	83126
To:	A	74210	76855	79492	82140	84789
	B	76065	78776	81479	84194	86909
	C	77967	80745	83516	86299	89082

**PC
PAY NOTES**

PAY ADJUSTMENT ADMINISTRATION

**

- (7) Except as provided in pay note 10, an employee being paid in that part of the PC-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid effective October 1, 1999 in the "A" scale of rates of pay, at a rate which is two point zero per cent (2.0%) higher than his/her former rate of pay, rounded to the nearest ten dollars (\$10);

**

- (8) Except as provided in pay note 10, an employee being paid in that part of the PC-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid effective October 1, 2000 in the "B" scale of rates of pay, at a rate which is two point five per cent (2.5%) higher than his/her former rate of pay, rounded to the nearest ten dollars (\$10);

**

- (9) Except as provided in pay note 10, an employee being paid in that part of the PC-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid effective October 1, 2001 in the "C" scale of rates of pay, at a rate which is two point five per cent (2.5%) higher than his/her former rate of pay, rounded to the nearest ten dollars (\$10).

SG - SCIENTIFIC REGULATION GROUP
ANNUAL RATES OF PAY

- A) Effective October 1, 1999**
B) Effective October 1, 2000
C) Effective October 1, 2001

SG-SRE-1

From:	\$	20831	to	42239
To:	A	21248	to	43084
	B	21779	to	44161
	C	22323	to	45265

SG-SRE-2

From:	\$	40809	42243	43920	45585	47261
To:	A	41625	43088	44798	46497	48206
	B	42666	44165	45918	47659	49411
	C	43733	45269	47066	48850	50646

SG-SRE-3

From:	\$	42106	44037	45977	47916	49864	51797	53729	55677
To:	A	42948	44918	46897	48874	50861	52833	54804	56791
	B	44022	46041	48069	50096	52133	54154	56174	58211
	C	45123	47192	49271	51348	53436	55508	57578	59666

SG-SRE-4

From:	\$	50271	52322	54364	56292	58107	59921	61972
To:	A	51276	53368	55451	57418	59269	61119	63211
	B	52558	54702	56837	58853	60751	62647	64791
	C	53872	56070	58258	60324	62270	64213	66411

SG-SRE-5

From:	\$	55946	57984	60021	62060	64098	66125	68164
To:	A	57065	59144	61221	63301	65380	67448	69527
	B	58492	60623	62752	64884	67015	69134	71265
	C	59954	62139	64321	66506	68690	70862	73047

SG-SRE-6

From:	\$	61372	63370	65366	67367	69381	71396
To:	A	62599	64637	66673	68714	70769	72824
	B	64164	66253	68340	70432	72538	74645
	C	65768	67909	70049	72193	74351	76511

SG-SRE-7

From:	\$	63795	65697	67584	69940	72096	74452
To:	A	65071	67011	68936	71339	73538	75941
	B	66698	68686	70659	73122	75376	77840
	C	68365	70403	72425	74950	77260	79786

SG-SRE-8

From:	\$	65933	68421	70912	73401	75892	
To:	A	67252	69789	72330	74869	77410	
	B	68933	71534	74138	76741	79345	
	C	70656	73322	75991	78660	81329	

**SG
PAY NOTES****PAY ADJUSTMENT ADMINISTRATION****SG-SRE-1**

**

(5)

- (a) Effective October 1, 1999, the SG-SRE-1 scale of rates shall be restructured by increasing all SG-SRE-1 rates of pay by two point zero per cent (2.0%) as reflected in scale of rates (A). Employees on this scale of rates shall be paid at a rate of pay that is two point zero per cent (2.0%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).
- (b) Following this and also effective October 1, 2000, increase the scale of rates for employees being paid at the SG-SRE-1 by two point five per cent (2.5%) as reflected in scale of rates (B). Employees on the scale of rates shall be paid at a rate of pay two point five per cent (2.5%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).
- (c) Effective October 1, 2001, increase the scale of rates for employees being paid at the SG-SRE-1 by two point five per cent (2.5%) as reflected in scale of rates (C). Employees on the scale of rates shall be paid at a rate of pay two point five per cent (2.5%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).

PAT - PATENT SUB-GROUP
ANNUAL RATES OF PAY

- A) Effective October 1, 1999**
- B) Restructure Effective October 1, 2000**
- C) Effective October 1, 2000**
- D) Restructure Effective October 1, 2001**
- E) Effective October 1, 2001**

SG-PAT-1

From:	\$	20342	to	41249
To:	A	20749	to	42074
	B	20749	to	42074
	C	21268	to	43126
	D	21268	to	43126
	E	21800	to	44204

SG-PAT-2

From:	\$	39852	41253	42888	44516
To:	A	40649	42078	43746	45406
	B	40649	42078	43746	45406
	C	41665	43130	44840	46541
	D	41665	43130	44840	46541
	E	42707	44208	45961	47705

SG-PAT-3

From:	\$	41117	43003	44898	46791	48693	50581	52482
To:	A	41939	43863	45796	47727	49667	51593	53532
	B	41939	43863	45796	47727	49667	51593	53532
	C	42987	44960	46941	48920	50909	52883	54870
	D	42987	44960	46941	48920	50909	52883	54870
	E	44062	46084	48115	50143	52182	54205	56242

SG-PAT-4

From:	\$	48148	50111	52067	53915	55653	57390	59126	61089
To:	A	49111	51113	53108	54993	56766	58538	60309	62311
	B	49111	51113	53108	54993	56766	58538	60309	62311
	C	50339	52391	54436	56368	58185	60001	61817	63869
	D	50339	52391	54436	56368	58185	60001	61817	63869
	E	51597	53701	55797	57777	59640	61501	63362	65466

SG-PAT-5

From:	\$	53582	55535	57486	59438	61391	63331	65270	67223
To:	A	54654	56646	58636	60627	62619	64598	66575	68567
	B	54654	56646	58636	60627	62619	64598	66575	68567
	C	56020	58062	60102	62143	64184	66213	68239	70281
	D	56020	58062	60102	62143	64184	66213	68239	70281
	E	57421	59514	61605	63697	65789	67868	69945	72038

SG-PAT-6

From:	\$	59932	61884	63834	65788	67755	69721	71689	
To:	A	61131	63122	65111	67104	69110	71115	73123	
	B	61131	63122	65111	67104	69110	71115	73123	75424
	C	62659	64700	66739	68782	70838	72893	74951	77310
	D	62659	64700	66739	68782	70838	72893	74951	77310
	E	64225	66318	68407	70502	72609	74715	76825	79243

SG-PAT-7

From:	\$	62299	64157	65999	68300	70406	72510	74812	
To:	A	63545	65440	67319	69666	71814	73960	76308	
	B	63545	65440	67319	69666	71814	73960	76308	79638
	C	65134	67076	69002	71408	73609	75809	78216	81629
	D	65134	67076	69002	71408	73609	75809	78216	81629
	E	66762	68753	70727	73193	75449	77704	80171	83670

From:	\$								
To:	A								
	B								
	C								
	D	85041							
	E	87167							

**SG-PAT
PAY NOTES****PAY INCREMENT ADMINISTRATION****SG-PAT-1**

**

- (5) An employee being paid in the SG-PAT-1 scale of rates shall be paid effective October 1, 1999 in the (A) scale of rates of pay at a rate that is two point zero per cent (2.0%) higher than his former rate, rounded to the nearest ten dollars (\$10).

**

SG-PAT-6 and 7

- (8) Employees who have been at the maximum rate of pay for their level for more than twelve (12) months on October 1, 2000, will move to the new maximum rate of pay effective October 1, 2000.

**

SG-PAT-7

- (9) Employees who have been at the maximum rate of pay for their level for more than twelve (12) months on October 1, 2001, will move to the new maximum rate of pay effective October 1, 2001

(10) General

Notwithstanding pay notes 5 and 7, an employee who was initially appointed to the Public Service in the bargaining unit during the retroactive period and who was paid a rate above the minimum rate for the level of his appointment, shall be paid in the new scale of rates at the rate of pay nearest to but not less than the rate of pay at which he was appointed and, at the discretion of the Employer, may be paid at any rate up to and including the rate shown immediately below the rate he was receiving. The exercise of discretion does not change an employee's increment due date.

APPENDIX "B"

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TREASURY BOARD
AND
THE PROFESSIONAL INSTITUTE OF THE
PUBLIC SERVICE OF CANADA -
HOURS OF WORK**

**

ARTICLES 9 & 13 - OVERTIME - TRAVELLING TIME

Compensation shall only be applicable on a normal workday for hours in excess of the employee's scheduled daily hours of work.

When an employee is required by the Employer to work overtime on the employee's day of rest, compensation shall be granted as per paragraphs 9.01(b) and 9.01(c).

ARTICLES 15 & 16 - VACATION LEAVE - SICK LEAVE

The converted amounts are as follows:

**

(c) one and eleven-twelfths ($1 \frac{11}{12}$) days – fourteen point three seven five (14.375) hours;

**

(e) two and one-third ($2 \frac{1}{3}$) days – seventeen point five zero (17.50) hours;

****APPENDIX "E"**

**LETTER OF UNDERSTANDING
CONCERNING THE APPLIED SCIENCE AND ENGINEERING GROUP
RE: CAPTIVE TIME ISSUE**

This letter is to give effect to the understanding reached by the Employer and the Institute in negotiations for the renewal of the agreement covering the above specified group.

Accordingly, the parties agree to establish a joint committee comprising equal representation to meet within sixty (60) days of the signing of the collective agreement for the Applied Science and Engineering Bargaining Unit. The committee will review the issue of captive time and travel requirements of bargaining unit members.

The committee will report its findings and, if applicable, its recommendations to the parties.

****APPENDIX "F"**

**LETTER OF UNDERSTANDING
CONCERNING THE APPLIED SCIENCE AND ENGINEERING GROUP
RE: REGISTRATION FEES ISSUE**

This letter is to give effect to the understanding reached by the Employer and the Institute in negotiations for the renewal of the agreement covering the above specified group.

Accordingly, the parties agree to establish a joint committee to review the issue of registration fees comprising equal representation to meet within sixty (60) days of the signing of the collective agreement for the Applied Science and Engineering Bargaining Unit.

The committee will report its findings and, if applicable, its recommendations to the parties.

****APPENDIX "G"**

MEMORANDUM OF UNDERSTANDING

**RE: STUDY CONCERNING A NUMBER OF HEALTH CANADA
EMPLOYEES IN THE BI AND CH GROUPS**

The parties agree to convene a committee to conduct a study into recruitment, retention and remuneration concerning employees currently classified in the Biological Science (BI) and Chemistry (CH) groups undertaking review of drugs for human use in the Therapeutic Products Program of Health Canada.

This committee shall be comprised of an equal number of representatives nominated by the Employer and the Institute.

This committee shall determine the terms of reference of the study. The parties are encouraged to consider the use of past studies and reports, including the 1992 Gagnon report. The committee may decide to make use of outside consultants and other support as mutually agreed.

This study shall be completed by 30 April 2001. Joint recommendations emanating from this study, including proposed modifications to the collective agreement, not precluding retroactive application of any solution, shall be referred to the Employer and the Institute for consideration and action.

Expenses incurred in the conduct of the studies will be mutually agreed upon in advance and will be paid by Health Canada.

****APPENDIX "H"**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TREASURY BOARD
(HEREINAFTER CALLED THE EMPLOYER)
AND
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE
OF CANADA
(HEREINAFTER CALLED THE INSTITUTE)
IN RESPECT OF THE
APPLIED SCIENCE AND ENGINEERING (AP) UNIT –
ALLOWANCE FOR THE ARCHITECTURE AND
TOWN PLANNING GROUP**

Preamble

In an effort to reduce retention and recruitment problems, the employer will provide an Allowance to incumbents of AR positions for the performance of AR duties in the Applied Science and Engineering Group.

Eligibility

The following employees shall be entitled to a terminable allowance as shown in note 1:

- employees who are incumbents of positions classified as AR.

Application

1. Commencing October 1, 2000 and ending September 30, 2002, incumbents of positions identified above shall be eligible to receive a terminable allowance in the following applicable annualized amount to be paid biweekly:

TERMINABLE ALLOWANCE

AR-1	\$5,000
AR-2	\$6,480
AR-3	\$8,146
AR-4	\$9,485
AR-5	\$10,690
AR-6	\$11,536
AR-7	\$12,890

subject to the following conditions:

- (i) The terminable allowance specified above does not form part of an employee's salary.
 - (ii) The terminable allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of the Agreement.
 - (iii) Part-time employees shall be entitled to the Terminable Allowance prorated in accordance with their assigned work week.
2. The parties agree that disputes arising from the application of the Memorandum of Understanding may be subject to consultation.
 3. This Memorandum of Understanding expires on September 30, 2002.

****APPENDIX "I"**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TREASURY BOARD
(HEREINAFTER CALLED THE EMPLOYER)
AND
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE
OF CANADA
(HEREINAFTER CALLED THE INSTITUTE)
IN RESPECT OF THE
APPLIED SCIENCE AND ENGINEERING (AP) UNIT –
ALLOWANCE FOR THE ENGINEERING AND LAND SURVEY GROUP**

Preamble

In an effort to reduce retention and recruitment problems, the employer will provide an Allowance to incumbents of EN positions for the performance of EN duties in the Applied Science and Engineering Group.

Eligibility

The following employees shall be entitled to a terminable allowance as shown in note 1:

- employees who are incumbents of positions classified as EN.

Application

1. Commencing October 1, 2000 and ending September 30, 2002, incumbents of positions identified above shall be eligible to receive a terminable allowance in the following applicable annualized amount to be paid biweekly:

TERMINABLE ALLOWANCE

EN-ENG-1	\$5,429
EN-ENG-2	\$6,590
EN-ENG-3	\$8,879
EN-ENG-4	\$10,263
EN-ENG-5	\$11,840
EN-ENG-6	\$13,064
EN-SUR-1	\$6,005
EN-SUR-2	\$8,832
EN-SUR-3	\$9,514
EN-SUR-4	\$10,799
EN-SUR-5	\$11,648
EN-SUR-6	\$11,673

subject to the following conditions:

- (i) The terminable allowance specified above does not form part of an employee's salary.
 - (ii) The terminable allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of the Agreement.
 - (iii) Part-time employees shall be entitled to the Terminable Allowance prorated in accordance with their assigned work week.
2. The parties agree that disputes arising from the application of the Memorandum of Understanding may be subject to consultation.
 3. This Memorandum of Understanding expires on September 30, 2002.

****APPENDIX “J”**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TREASURY BOARD
(HEREINAFTER CALLED THE EMPLOYER)
AND
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE
OF CANADA
(HEREINAFTER CALLED THE INSTITUTE)
IN RESPECT OF THE
APPLIED SCIENCE AND ENGINEERING (AP) UNIT –
ALLOWANCE FOR THE PATENT GROUP**

Preamble

In an effort to reduce retention and recruitment problems, the employer will provide an Allowance to incumbents of SG-PAT positions for the performance of SG-PAT duties in the Applied Science and Engineering Group.

Eligibility

The following employees shall be entitled to a terminable allowance as shown in note 1:

- employees who are incumbents of positions classified as SG-PAT.

Application

1. Commencing October 1, 2000 and ending September 30, 2002, incumbents of positions identified above shall be eligible to receive a terminable allowance in the following applicable annualized amount to be paid biweekly:

TERMINABLE ALLOWANCE

SG-PAT-1	\$5,000
SG-PAT-2	\$6,692
SG-PAT-3	\$7,801
SG-PAT-4	\$8,827
SG-PAT-5	\$10,318
SG-PAT-6	\$11,042
SG-PAT-7	\$11,889

subject to the following conditions:

- (i) The terminable allowance specified above does not form part of an employee's salary.
 - (ii) The terminable allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of the Agreement.
 - (iii) Part-time employees shall be entitled to the Terminable Allowance prorated in accordance with their assigned work week.
2. The parties agree that disputes arising from the application of the Memorandum of Understanding may be subject to consultation.
 3. This Memorandum of Understanding expires on September 30, 2002.

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**Asterisks denote changes from the previous Collective Agreement.

ARTICLE 1

PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Institute, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.

1.02 The parties to this Agreement share a desire to improve the quality of the Public Service of Canada, to maintain professional standards and to promote the well-being and increased efficiency of its employees to the end that the people of Canada will be well and effectively 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 unit are employed.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

“bargaining unit” means the employees of the Employer in the group described in Article 26 – Recognition (« unité de négociation »);

**

“common-law spouse” a common-law spouse relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse, and lives and intends to continue to live with that person as if that person were his/her spouse (« conjoint de fait »);

“continuous employment” has the same meaning as specified in the *Public Service Terms and Conditions of Employment Regulations* on the date of signing of this agreement (« emploi continu »);

“daily rate of pay” means an employee’s weekly rate of pay divided by five (5) (« taux de rémunération journalier »);

“**day of rest**” in relation to an employee means a day, other than a designated paid holiday, on which that employee is not ordinarily required to perform duties other than by reason of the employee being on leave (« jour de repos »);

“**designated paid holiday**” means the twenty-four (24) hour period commencing at 00:01 hour of a day designated as a holiday in this Agreement (« jour férié désigné payé »);

“**double time**” means two (2) times the employee’s hourly rate of pay (« tarif double »);

“**employee**” means a person so defined by the *Public Service Staff Relations Act* and who is a member of the bargaining unit (« employé »);

“**Employer**” means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board (« Employeur »);

“**headquarters area**” has the same meaning as given to the expression in the Travel Policy (« région du lieu d’affectation »);

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

“**Institute**” means the Professional Institute of the Public Service of Canada (« Institut »);

“**lay-off**” means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function (« licenciement »);

“**leave**” means authorized absence from duty (« congé »);

“**membership dues**” means the dues established pursuant to the by-laws and regulations of the Institute as the dues payable by its members as a consequence of their membership in the Institute, and shall not include any initiation fee, insurance premium, or special levy (« cotisations syndicales »);

“**overtime**” means work required by the Employer, to be performed by the employee in excess of the employee’s daily hours of work (« heures supplémentaires »);

**

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

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

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

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 OFFICIAL TEXTS

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

ARTICLE 4 APPLICATION

4.01 The provisions of this Agreement apply to the Institute, employees and the Employer.

4.02 In this Agreement, words importing the masculine gender shall include the feminine gender.

ARTICLE 5
MANAGEMENT RIGHTS

5.01 All the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Institute as being retained by the Employer.

ARTICLE 6
RIGHTS OF EMPLOYEES

6.01 Nothing in this Agreement shall be construed as an abridgement or restriction of an employee's constitutional rights or of any right expressly conferred in an Act of the Parliament of Canada.

ARTICLE 7
PUBLICATIONS AND AUTHORSHIP

Preamble

For the purpose of this article: "Publication" shall include, for example, scientific and professional papers, articles, manuscripts, monographs, audio and visual products, and computer software.

7.01 The Employer agrees to continue the present practice of ensuring that employees have ready access to all publications considered necessary to their work by the Employer.

7.02 The Employer agrees that publications prepared by an employee, within the scope of the employee's employment, will be retained on appropriate departmental files for the normal life of such files. The Employer will not unreasonably withhold permission for publication. At the Employer's discretion, recognition of authorship will be given where practicable in departmental publications.

7.03 When an employee acts as a sole or joint author or editor of a publication, the authorship or editorship shall normally be acknowledged on such publication.

7.04

- (a) The Employer may suggest revisions to a publication and may withhold approval to publish.
- (b) When approval for publication is withheld, the author(s) shall be so informed in writing of the reasons, if requested by the employee.
- (c) Where the Employer wishes to make changes in a publication with which the author does not agree, the employee shall not be credited publicly if the employee so requests.

ARTICLE 8
HOURS OF WORK

Clauses 8.01 through 8.06 shall not apply to employees on shift work.
Clauses 8.07 through 8.21 shall apply only to employees on shift work.

General

8.01 For the purpose of this Article, a week shall consist of seven (7) consecutive days beginning at 00:01 hours Monday and ending at 24:00 hours Sunday. The day is a twenty-four (24) hour period commencing at 00:01 hours.

Non Shift Work

8.02 The scheduled work week shall be thirty-seven and one-half (37 1/2) hours and the scheduled work day shall be seven and one-half (7 1/2) consecutive hours, exclusive of a meal period, between the hours of 7:00 a.m. and 6:00 p.m. The normal work week shall be Monday to Friday inclusive.

Flexible Hours

8.03 Upon request of an employee and the concurrence of the Employer, an employee may work flexible hours on a daily basis so long as the daily hours amount to seven and one-half (7 1/2).

Days of Rest

8.04 An employee shall be granted two (2) consecutive days of rest during each seven (7) day period unless operational requirements do not so permit.

Monthly Attendance Registers

8.05 Employees will submit monthly attendance registers; only those hours of overtime and absences need be specified.

Compressed Work Week

8.06 Upon request of an employee and the concurrence of the Employer, an employee may complete required hours of work in a period of other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven and one-half (37 1/2) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.

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.

Shift Work

8.07 "Shift schedule" means the arrangement of shifts over a given period of time not exceeding two (2) consecutive months and, where practical, for a minimum period of twenty-eight (28) consecutive days.

8.08 For employees engaged in shift work, the hours of work shall average thirty-seven and one-half (37 1/2) hours per week over the period of a shift schedule exclusive of meal periods.

8.09 An employee shall be granted at least two (2) consecutive and continuous days of rest during each eight (8) calendar day period unless operational requirements do not permit.

8.10 In computing the hours of work within a shift schedule, leave and other entitlements will be administered in accordance with the Memorandum of Agreement, Appendix "B".

8.11 For the purpose of this agreement, when an employee's shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:

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

or

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

8.12 In the scheduling of shift work the Employer shall arrange shifts so that:

(a) employees shall rotate through the various shifts in such a manner that the requirements for working night shifts, evening shifts and weekends will be shared on an equitable basis by all employees covered by the shift schedule, to the extent that operational requirements will permit;

(b) an employee's shift shall not be scheduled to commence within fifteen (15) hours of the completion of the employee's previous shift;

and

(c) employees shall not be scheduled to work less than seven (7) hours nor more than nine (9) hours in any one shift.

8.13 Every reasonable effort shall be made by the Employer to consider the wishes of the employees concerned in the arrangement of shifts within a shift schedule. Therefore:

(a) notwithstanding the provisions of clause 8.12, upon request of at least two-thirds (2/3) of the employees affected and with the concurrence of the Employer, shifts may be scheduled that vary from clause 8.12;

(b) notwithstanding anything to the contrary contained in this agreement, the implementation of any variation in hours under this clause 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.

8.14

- (a) In order to help in the consideration of the wishes of the employees concerned, a provisional shift schedule shall be prepared by the Employer and shall be posted at least two (2) months in advance.
- (b) Provisional and final shift schedules shall indicate the working hours for each shift. The final shift schedule shall be published at least three (3) weeks prior to the commencement of the said schedule and every effort shall be made by the Employer to ensure that scheduled days of rest are not changed. Where in the opinion of the Employer, briefing of shifts is required, adequate paid time shall be allotted within the shift schedule.

8.15 Provided it will not result in additional costs to the Employer, employees at the same office may exchange shifts with the prior permission of the Employer. Such permission shall not be unreasonably withheld. Once the exchange has been approved, the work schedule will become the official shift schedule of the office.

8.16

- (a) If an employee is given less than seven (7) day's advance notice of a change in the employee's shift schedule, the employee will receive compensation at the rate of time and one half (1 1/2) for work performed on the first shift changed. Subsequent shifts worked on the changed schedule shall be paid for at straight time and every effort shall be made by the Employer to ensure that scheduled days of rest on the changed schedule are maintained.
- (b) Notwithstanding 8.16(a),
 - (i) when a change in a shift schedule is required and the employee agrees it is to the employee's benefit to change the shift schedule, the employee shall be compensated at the straight-time rate for work performed in the first shift changed;
 - and
 - (ii) when an employee requests and the Employer agrees to change the employee's shift schedule, the employee shall be paid at the

straight-time rate for work performed on the first shift of the revised shift schedule.

8.17 A meal period shall be scheduled as close to the mid-point of the shift as possible. In the event that an employee is required by the Employer to work through the meal period, such employee will be paid for the meal period, at the applicable rate.

8.18 Employees will submit monthly attendance records; only absences and hours of overtime need be specified.

Shift Premium

**

8.19 An employee working a regularly scheduled shift will receive a shift premium of one dollar and fifty cents (\$1.50) per hour for each hour worked, including overtime hours, between 1600 and 0800.

Weekend Premium

**

8.20 This clause does not apply to the MT Group.

Employees shall receive an additional weekend premium of one dollar and fifty cents (\$1.50) for all scheduled hours worked at straight-time hourly rates on Saturday and/or Sunday.

**

8.21 This clause applies to the MT Group.

- (a) Subject to the conditions of this clause, where the Employer has a seven (7) day week operation with rotating shifts on a continuing and annual basis, an employee working in such an operation shall receive a premium of one dollar and fifty cents (\$1.50) per hour for all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday plus shift premium if applicable.
- (b) An employee will be eligible to receive such a premium only if rotating shift schedules applicable to him recurrently designate all days in the week as regular working days. However, the foregoing shall not apply in cases where an employee requests to work on Saturday and/or Sunday under other than such a rotating shift schedule.

ARTICLE 9
OVERTIME

**

9.01 When an employee is required by the Employer to work overtime, the employee shall be compensated as follows:

- (a) on the employee's normal work day, at the rate of time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours of overtime worked and at the rate of double (2) time for all hours of overtime in any contiguous period in excess of the first seven and one-half (7 1/2) hours;
- (b) on the employee's first day of rest, at the rate of time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours of overtime worked and at the double (2) time rate for each contiguous hour thereafter;
- (c) on the employee's second or subsequent day of rest,
 - (i) at the basis of double (2) time for each hour of overtime worked. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;
 - (ii) notwithstanding paragraph (b) and sub-paragraph (c)(i) above, if, in an unbroken series of consecutive and contiguous calendar days of rest, the Employer permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time and one-half (1 1/2) for the first day worked.

9.02 This clause does not apply to MT Shift Workers:

When an employee is required to work on a designated holiday, compensation shall be granted on the basis of time and one-half (1 1/2) for each hour worked, in addition to the compensation that the employee would have been granted had the employee not worked on the designated holiday.

9.03 When an employee works on a holiday, contiguous to a second day of rest on which the employee also worked and received overtime in accordance with paragraph 9.01(c), 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, two (2) times the employee's hourly rate of pay for all time worked.

9.04 All calculations for overtime shall be based on each completed period of fifteen (15) minutes.

9.05 Except in cases of emergency, call-back, stand-by or mutual agreement the Employer shall whenever possible give at least twelve (12) hours' notice of any requirement for the performance of overtime.

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9.06 Upon application by the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this Article. Compensatory leave earned in a fiscal year and outstanding on September 30 of the next following fiscal year shall be paid at the employee's daily rate of pay on September 30.

9.07 When a payment is being made as a result of the application of this Article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment, or, if payment is required to liquidate compensatory leave outstanding at the expiry of the fiscal year, the Employer will endeavour to make such payment within six (6) weeks of the commencement of the first pay period after September 30 of the next following fiscal year.

**

9.08

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one meal in the amount of nine dollars (\$9.00), except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to the employee's place of work.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one additional meal in the amount of nine dollars (\$9.00) except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.

- (c) Paragraphs 9.08(a) and (b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

ARTICLE 10
CALL-BACK

**

10.01 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 the employee's work for the day and has left the employee's place of work,

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

- (i) the minimum of three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' pay 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.

10.02 Upon application by the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this Article. Compensatory leave earned in a fiscal year and outstanding on September 30 of the next following fiscal year shall be paid at the employee's daily rate of pay on September 30.

10.03 When a payment is being made as a result of the application of this Article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment, or, if payment is required to liquidate compensatory leave outstanding at the expiry of the fiscal year, the Employer will endeavour to make such payment within six (6) weeks of the commencement of the first pay period after September 30 of the next following fiscal year.

10.04 Payments provided under Overtime, Reporting Pay and Standby provisions of this agreement shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

ARTICLE 11

STANDBY

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

11.02 An employee on standby who is called in to work by the Employer and who reports for work shall be compensated in accordance with Article 10 - Call-Back.

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11.03

- (a) An employee required to be on standby duty shall be available during the period of standby at a known telephone number and be able to return for duty as quickly as possible if called.
- (b) In areas and in circumstances where the Employer deems that electronic communication devices are both practicable and efficient, they will be provided without cost to those employees on standby duty.

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

11.05 A standby duty roster and schedule may be established at locations when, in the opinion of the Employer, it is warranted by operating conditions.

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11.06 At the Employer's discretion, compensation for standby may be given by granting equivalent time off in lieu of a cash payment. If such time off cannot be granted within the quarter in which it is earned then cash payment will be made.

ARTICLE 12 DESIGNATED PAID HOLIDAYS

Clauses 12.01 through 12.06 do not apply to MT Group employees working Shift Work.

12.01 Subject to clause 12.02, 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 recognized to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first Monday in August,

and

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

12.02 An employee absent without pay on both the employee's full working day immediately preceding and the employee's full working day immediately following a designated paid 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 31, Leave for Staff Relations Matters.

Designated Paid Holiday Falling on a Day of Rest

12.03 When a day designated as a paid holiday under clause 12.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first normal working day following the employee's day of rest.

12.04 When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 12.03:

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

Compensation for Work on a Paid Holiday

12.05 Compensation for work on a paid holiday will be in accordance with Article 9.

Designated Paid Holiday Coinciding with a Day of Paid Leave

12.06 Where a day that is a designated paid holiday for an employee coincides with a day of leave with pay or is moved as a result of the application of clause 12.03, the designated paid holiday shall not count as a day of leave.

Clauses 12.07 through 12.11 apply only to MT Group employees working shift work.

12.07 Subject to clause 12.08, the following days shall be designated paid holidays for employees:

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

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

12.08 Clause 12.07 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated paid holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 31.

12.09 For the purpose of this Article "lieu day" means a paid day of leave at another date in lieu of a designated paid holiday.

Lieu Days

12.10

- (a) An employee who has completed six (6) months of continuous employment shall be credited:
 - (i) at the beginning of each fiscal year “lieu days” equivalent in number to the number of designated paid holidays in that fiscal year;

or

 - (ii) at the time the employee becomes subject to clause 8.08, “lieu days” equivalent in number to the number of designated paid holidays remaining in that fiscal year.
- (b) “Lieu days” shall be taken at times that are agreeable to the Employer and the employee.
- (c) Any “lieu days” granted in advance of holidays occurring after the date of an employee’s separation or after the employee ceases to be subject to clause 8.08 shall be subject to recovery of pay.
- (d) “Lieu days” earned in a fiscal year and outstanding at the end of the fiscal year shall be paid in cash at the employee’s hourly rate of pay as calculated from the classification prescribed for the employee’s substantive position on March 31.

Holiday Falling on a Day of Rest

12.11 When a day designated as a paid holiday coincides with a day of rest, the employee shall be granted on another date a lieu day pursuant to clause 12.10 in lieu of the designated paid holiday.

Compensation for Work on a Paid Holiday

12.12 When an employee works on a holiday, the employee shall receive compensation on the basis of:

- (a) one and one-half (1 1/2) times the straight-time hourly rate for the first shift worked by the employee on the holiday and at the rate of double (2) time thereafter;

- (b) double (2) time for all hours worked on a holiday which is also the employee's scheduled day of rest.

Work on a Lieu Day

12.13 Subject to paragraph 8.16(a):

When an employee is required to work on a scheduled "lieu day", the employee shall be compensated at the employee's hourly rate of pay for all regular hours worked and the "lieu day" credit shall be reinstated for use at a later date.

**ARTICLE 13
TRAVELLING TIME**

13.01 When the Employer requires an employee to travel outside the employee's headquarters area for the purpose of performing duties, the employee shall be compensated in the following manner:

- (a) on a normal working day on which the employee travels but does not work, the employee shall receive the employee's regular pay for the day;
- (b) on a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) the employee's regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7 1/2) hours,

and

**

- (ii) at the applicable overtime rate for additional travel time in excess of a seven and one-half (7 1/2) hour period 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 in any day;

**

- (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.

13.02 For the purpose of clause 13.01, 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 destination and, upon return, direct back to the employee's residence or work place;
- (c) in the event that an alternative time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternative arrangements in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

13.03 All calculations for travelling time shall be based on each completed period of fifteen (15) minutes.

13.04 Upon application by the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this Article. Compensatory leave earned in a fiscal year and outstanding on September 30 of the next following fiscal year shall be paid at the employee's daily rate of pay on September 30.

13.05 When a payment is being made as a result of the application of this Article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment, or, if payment is required to liquidate compensatory leave outstanding at the expiry of the fiscal year, the Employer will endeavour to make such payment within six (6) weeks of the commencement of the first pay period after September 30 of the next following fiscal year.

13.06 This Article does not apply to an employee required to perform work in any type of transport in which the employee is travelling. In such circumstances, the employee shall receive pay for actual hours worked in accordance with the appropriate Article of this agreement, Hours of Work, Overtime, Designated Paid Holidays.

13.07 Travelling time shall include time necessarily spent at each stop-over en route up to a maximum of three (3) hours provided that such stop-over does not include an overnight stay.

13.08 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars unless so provided for in the Career Development Article.

ARTICLE 14

LEAVE - GENERAL

14.01 When the employment of an employee who has been granted more vacation, furlough or sick leave with pay than the employee has earned is terminated by death or lay-off, the employee is considered to have earned the amount of leave with pay granted.

14.02 An employee is entitled, once in each fiscal year, to be informed, upon request, of the balance of the employee's vacation, furlough or sick leave with pay credits.

14.03 The amount of leave with pay 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.

14.04 An employee who, on the day that this Agreement is signed, is entitled to receive furlough leave, that is to say, five (5) weeks' leave with pay upon completing twenty (20) years of continuous employment, retains the employee's 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.

14.05 An employee shall not be granted two (2) different types of leave with pay in respect of the same period of time.

14.06 An Employee is not entitled to leave with pay during periods the employee is on leave without pay, on educational leave or under suspension.

ARTICLE 15
VACATION LEAVE

15.01 The vacation year shall be from April 1st to March 31st, inclusive.

Accumulation of Vacation Leave Credits

15.02 An employee shall earn vacation leave credits for each calendar month during which the employee receives pay for at least ten (10) days at the following rate:

- (a) one and one-quarter (1 1/4) days until the month in which the employee's eighth (8th) anniversary of service occurs;
- (b) one and two-thirds (1 2/3) days commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- **
- (c) one and eleven-twelfths (1 11/12) days commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- **
- (d) two and one-twelfth (2 1/12) days commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- **
- (e) two and one-third (2 1/3) days commencing with the month in which the employee's twenty-eight (28th) anniversary of service occurs;
- (f) two and one-half (2 1/2) days per month commencing with the month in which the employee's twenty-ninth (29th) anniversary of service occurs;
- (g) 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 the employee's twentieth (20th) year of continuous employment until the beginning of the month in which the employee completes the employee's twenty-fifth (25th) year of continuous employment.

15.03 For the purpose of clause 15.02 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.

Entitlement to Vacation Leave With Pay

15.04 An employee is entitled to vacation leave with pay to the extent of earned credits but an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

Provision for Vacation Leave

15.05 In order to maintain operational requirements, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:

- (a) to provide an employee's vacation leave in an amount and at such time as the employee may request;
- (b) not to recall an employee to duty after the employee has proceeded on vacation leave.

15.06 This clause applies to MT Group employees engaged in shift work only:

For those MT employees engaged in shift work under clauses 8.08 and 8.15, upon request of the employee and at the discretion of the Employer, the Employer may grant an employee vacation leave when specified by the employee if:

- (a) the period of vacation leave requested is less than forty (40) hours and the employee gives the Employer at least ten (10) days' notice;
- (b) the period of vacation leave requested is forty (40) hours or more, the employee shall normally give the Employer at least seven (7) days' advance notice prior to the publishing of the final shift schedule as provided for in paragraph 8.14(b).

Upon request of the employee, the Employer may, for good and sufficient reason, grant vacation leave on shorter notice than provided for in this clause.

Replacement of Vacation Leave

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15.07 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.

Carry-Over Provision

15.08

- (a) Where in any vacation year all of the vacation leave credits to an employee has not been scheduled, the employee may carry over into the following vacation year up to a maximum of thirty-five (35) days credit. All vacation leave credits in excess of thirty-five (35) days will be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on the last day of the vacation year.
- (b) 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 employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on March 31st, of the previous vacation year.

Transitional

- (c) Notwithstanding paragraph 15.08(b), if as of March 31, 1999 an employee has earned, but unused, vacation leave credits in excess of

thirty-five (35) days, the excess credits may be granted, or paid in cash, during any vacation year, upon application by the employee and at the discretion of the Employer, in a maximum of four (4) years, commencing March 31, 1999 and terminating March 30, 2003. Payment shall be in one instalment per year, and shall be at the employee's daily rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position on March 31, of the applicable previous vacation year.

Recall From Vacation Leave

15.09 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, incurred:

- (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.

15.10 The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 15.09 to be reimbursed for reasonable expenses incurred by the employee.

Cancellation of Vacation Leave

15.11 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 any losses incurred and will provide proof of such action, when available, to the Employer.

Advance Payments

15.12 The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, providing a written request for such advance payment is received from the employee at least

six (6) weeks prior to the last pay before the employee's vacation period commences, and providing the employee has been authorized to proceed on vacation leave for the period concerned. Pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlement and shall be recovered in full prior to any further payment of salary.

Leave When Employment Terminates

15.13 When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation and furlough leave with pay by the daily rate of pay as calculated for the classification of the employee's substantive position on the date of the termination of employment.

Vacation Leave Credits for Severance Pay

15.14 Where the employee requests, the Employer shall grant the employee 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.

Abandonment

15.15 Notwithstanding clause 15.13, an employee whose employment is terminated by reason of a declaration that the employee abandoned the employee's position is entitled to receive the payment referred to in clause 15.13 if the employee requests it within six (6) months following the date upon which the employee's employment is terminated.

Recovery on Termination

15.16 In the event of the termination of employment for reasons other than death or lay-off the Employer shall recover from any monies owed the employee, an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the rate of pay applicable to the classification of the employee's substantive position on the date of termination.

ARTICLE 16
SICK LEAVE

Credits

16.01

- (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.

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- (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 works shifts and 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.

16.02 An employee shall be granted sick leave with pay when the employee is unable to perform the employee's duties because of illness or injury provided that:

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

and
- (b) the employee has the necessary sick leave credits.

16.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury the employee was unable to perform the employee's duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 16.02(a).

16.04 An employee shall not be granted sick leave with pay during any period in which the employee is on leave of absence without pay, or under suspension.

16.05 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.

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16.06 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 16.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to twenty-five (25) days, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for other than death or lay-off, the recovery of the advance from any monies owed the employee.

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16.07 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.

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16.08 An employee shall not be terminated for cause for reason 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 used his accumulated sick leave credits, except where the incapacity is the result of an injury or illness for which injury-on-duty leave has been granted pursuant to clause 17.16.

ARTICLE 17

OTHER LEAVE WITH OR WITHOUT PAY

17.01 General

In respect to applications for leave made pursuant to this Article, the employee may be required to provide satisfactory validation of the circumstances necessitating such requests.

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17.02 Bereavement Leave With Pay

For the purpose of this clause, 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, father-in-law, mother-in-law, grandchild, and relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) When a member of the immediate family dies, an employee:
 - (i) shall be entitled to a bereavement period of four (4) consecutive calendar days which must include the day of the funeral. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for that employee;
 - (ii) in addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (b) An employee is entitled to up to one (1) day's bereavement leave with pay for the purpose related to the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) 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 or in a manner other than that provided for in sub-paragraph 17.02(a)(i) and paragraph 17.02(b).
- (d) If, during a period of paid leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave under this clause, the employee shall be granted bereavement leave and the employee's paid leave credits shall be restored to the extent of any concurrent bereavement leave granted.

17.03 Maternity Leave without Pay

- (a)
 - (i) 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.
 - (A) Notwithstanding 17.03(a)(i) above:
 - (1) where the employee's new-born child is hospitalized within the period defined in 17.03(a)(i) above;

and

- (2) where the employee has proceeded on maternity leave without pay and then, upon request and with the concurrence of the Employer, returns to work for all or part of the period during which her new-born child is hospitalized;

the period of maternity leave without pay defined in 17.03(a)(i) above 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 returned to work, to a maximum of seventeen (17) weeks.

- (B) The extension described in 17.03(a)(i)(A) above shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (ii) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
 - (iii) An employee who has not commenced maternity leave without pay may elect to:
 - (A) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (B) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave With Pay Article. For purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.
- (b) 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.

- (c) 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.

17.04 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in 17.04(b), 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 Employment Insurance (EI) 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 this date is modified with the Employer's consent;
 - (B) within eighteen (18) months following her return from maternity leave without pay, she will work an amount of hours paid at straight-time calculated by multiplying the number of hours in the work week on which her maternity allowance was calculated by twenty-six (26);
 - (C) should the employee fail to return to work as per the provisions of 17.04(a)(iii)(A) and (B) for reasons other than death or 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 17.04(a)(iii)(B), or having become disabled as defined in the *Public Service Superannuation Act*, the employee recognizes that she is

indebted to the Employer for the amount received as a maternity allowance, proportionate to the amount of hours not worked in relation to the hours to be worked as specified in 17.04(a)(iii)(B) above.

- (iv) for the purpose of 17.04(a)(iii)(B), periods of leave with pay shall count as time worked.
- (b) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (i)
 - (A) where an employee is subject to a waiting period of two (2) weeks before receiving EI maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other moneys earned during this period;
 - and
 - (B) 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 EI benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other moneys earned during this period.
 - (ii) The maternity allowance to which an employee is entitled is limited to that provided in 17.04(b)(i) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *EI Act*.
 - (iii) The weekly rate of pay referred to in 17.04(b)(i) shall be:
 - (A) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
 - (B) 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 17.04(b)(iii)(A) 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.

- (iv)
 - (A) The weekly rate of pay referred to in 17.04(b)(iii) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
 - (B) Notwithstanding 17.04(b)(iv)(A), and subject to 17.04(b)(iii)(B), 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.
- (v) 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.
- (vi) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

17.05 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in 17.04(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving EI maternity benefits;
 - and
 - (ii) has satisfied all of the other eligibility criteria specified in 17.04(a) except 17.04(a)(iii)(A) and (B);

shall be paid, in respect of each week of maternity allowance not received for the reason described in 17.05(a)(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 17.04 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to section 22 of the *EI Act* had she not been disqualified from EI maternity benefits for the reasons described in 17.05(a)(i) above.

**

17.06 Parental Leave without Pay

- (a) An employee who becomes a parent through the birth of a child or the adoption of a child below the age of majority shall, upon request, be granted parental leave without pay for a single period of up to thirty-five (35) consecutive weeks, or thirty-seven (37) consecutive weeks where the employee is subject to a waiting period referred to in 17.07(b)(i)(A), beginning on or after the date of the child's birth or the date of acceptance of custody of the child for adoption.
- (b) The period of parental leave without pay shall end:
 - (i) where the period of maternity leave without pay as described in 17.03(a)(i) above, is followed by a period of parental leave without pay taken by the employee, or in the case of a Public Service couple, by the employee's spouse, no later than fifty-two (52) weeks after the child is born;
 - (ii) where the period of maternity leave without pay is extended as described in 17.03(a)(i)(A) above, is followed by a period of parental leave without pay taken by the employee, or in the case of a Public Service couple, by the employee's spouse, no later than fifty-two (52) weeks after the day the child is born;

and

- (iii) in all other cases, no later than fifty-two (52) weeks after the day the child is born or the acceptance of custody of the child for adoption.
- (c) 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 child or as soon as the application for adoption has been approved by the adoption agency.
- (d)
 - (i) The Employer may require an employee to submit a birth certificate or proof of adoption for the child.
 - (ii) Parental leave without pay taken by a Public Service couple shall not exceed a total of thirty-five (35) weeks for both employees combined, or thirty-seven (37) consecutive weeks where one of the employees is subject to a waiting period referred to in 17.07(b)(i)(A).
- (e) 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.

**

17.07 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 17.07(b) below, 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 Employment Insurance (EI) 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 he or she:
 - (A) will return to work on the expiry date of his or her parental leave without pay, unless this date is modified with the Employer's consent;
 - (B) within eighteen (18) months of his or her return from parental leave without pay, the employee will work an amount of hours paid at straight-time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by twenty-six (26);
 - (C) should the employee fail to return to work as per the provisions of 17.07(a)(iii)(A) and (B) for reasons other than death or 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 17.07(a)(iii)(B), or having become disabled as defined in the *Public Service Superannuation Act*, the employee recognizes that he or she is indebted to the Employer for the amount received as a parental allowance, proportionate to the amount of hours not worked in relation to the hours to be worked as specified in 17.07(a)(iii)(B) above.
- (iv) for the purpose of 17.07(a)(iii)(B), periods of leave with pay shall count as time worked.
- (b) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i)
 - (A) where an employee is subject to a waiting period of two (2) weeks before receiving EI parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for each week of the waiting period, less any other moneys earned during this period;

- (B) other than as provided in 17.07(b)(i)(C) below, for each week in respect of which the employee receives EI parental benefits pursuant to section 23 of the *Employment Insurance Act*, the difference between the gross amount of the EI parental benefits he or she is initially eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay, less any other moneys earned during this period;
 - (C) where the employee becomes entitled to an extension of parental benefits pursuant to subsection 12(7) of the *EI Act*, the parental allowance payable under the SUB Plan described in 17.07(b)(i)(B) will be extended by the number of weeks of extended benefits which the employee receives under that subsection.
- (ii) The parental allowance to which an employee is entitled is limited to that provided in 17.07(b)(i) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *EI Act*.
 - (iii) The weekly rate of pay referred to in 17.07(b)(i) shall be:
 - (A) 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;
 - (B) 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 17.07(b)(iii)(A) 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.

- (iv)
 - (A) The weekly rate of pay referred to in 17.07(b)(iii) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
 - (B) Notwithstanding 17.07(b)(iv)(A), and subject to 17.07(b)(iii)(B), 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.
- (v) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (vi) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

17.08 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in 17.07(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 EI parental benefits;
 - and
 - (ii) has satisfied all of the other eligibility criteria specified in 17.07(a) except 17.07(a)(iii)(A) and (B);

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in 17.08(a)(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 17.07 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 *EI Act*, had the employee not been disqualified from EI parental benefits for the reasons described in 17.08(a)(i) above.

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

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

**

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

**

- (b) leave granted under this clause shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (d) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay and from the calculation of service for the purpose of calculating vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

17.10 Leave Without Pay for Personal Needs

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

17.11 Leave Without Pay for Relocation of Spouse

- (a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.
- (b) Leave without pay granted under this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

17.12 Leave Without Pay for the Long-Term Care of a Parent

At the discretion of the Employer, an employee may be granted leave without pay for the long-term personal care of the employee's parents, including step-parents or foster parents, in accordance with the following conditions:

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

**

- (b) leave granted under this clause shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this clause shall not exceed two (2) years during an employee's total period of employment in the Public Service;
- (d) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and from the calculation of "service" for the purposes of calculating vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

17.13 Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:

**

- (i) an employee is expected to make every reasonable effort to schedule medical or dental appointments for dependent family members to minimize or preclude the employee's absence from work; however, when alternate arrangements are not possible an employee shall be granted up to one (1) day for a medical or dental appointment when the dependent family member is incapable of attending the appointment without accompaniment, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify the employee's supervisor of the appointment as far in advance as possible;

- (ii) to provide for the immediate and temporary care of a sick or elderly member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- (iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;
- (iv) This clause does not apply to the MT Group:

five (5) days' marriage leave for the purpose of getting married provided that the employee gives the Employer at least five (5) days' notice.

- (c) This clause does not apply to the MT Group:

The total leave with pay which may be granted under sub-paragraphs 17.13(b)(i), (ii), (iii) and (iv) shall not exceed five (5) days in a fiscal year.

- (d) This clause applies to the MT Group only:

The total leave with pay which may be granted under sub-paragraphs 17.13(b)(i), (ii) and (iii) shall not exceed five (5) days in a fiscal year.

- (e) This clause applies to the MT Group only:

After the completion of one (1) year's continuous employment in the Public Service, an employee who gives the Employer at least twenty (20) days notice shall be granted leave with pay of up to five (5) days, for the purpose of getting married, provided suitable arrangements can be made so that the taking of such leave does not interfere with the employee's professional responsibilities. At the discretion of the Employer and subject to operational requirements, such leave may be granted with less than twenty (20) days' notice.

17.14 Court Leave With Pay

Leave with pay shall be given to every employee, other than an employee already on leave without pay, on education leave, or under suspension who is required:

- (a) to be available for jury selection;
 - (b) to serve on a jury;
- or
- (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.

17.15 Personnel Selection Leave With Pay

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 the employee's presence is so required. This clause applies equally in respect of the personnel selection processes related to deployment.

17.16 Injury-on-Duty Leave With Pay

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a

Provincial Worker's Compensation Board that the employee is unable to perform the employee's duties because of:

- (a) personal injury accidentally received in the performance of the employee's duties and not caused by the employee's willful misconduct,
- (b) sickness resulting from the nature of the employee's employment,
- or
- (c) exposure to hazardous conditions in the course of the employee's employment,

if the employee agrees to pay to the Receiver General of Canada any amount received for loss of wages in settlement of any claim the employee may have in respect of such injury, sickness or exposure.

17.17 Examination Leave

Leave with pay to take examinations or defend dissertations may be granted by the Employer to an employee who is not on education leave. Such leave will be granted only where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve the employee's qualifications.

17.18 Other Leave With Pay

At its discretion, the Employer may grant leave with pay for purposes other than those specified in this Agreement, including military or civil defence training, emergencies affecting the community or place of work, and when circumstances not directly attributable to the employee prevent the employee reporting for duty.

17.19 Other Leave Without Pay

At its discretion, the Employer may grant leave without pay for purposes other than those specified in this Agreement, including enrolment in the Canadian Armed Forces and election to a full-time municipal office.

ARTICLE 18

CAREER DEVELOPMENT

General

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

Education Leave

18.02

- (a) An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable the employee to perform assigned duties more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- (b) An employee on Education Leave without pay under this clause shall receive an allowance in lieu of salary of up to one hundred per cent (100%) of the employee's basic salary. The percentage of the allowance is at the discretion of the Employer. 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.
- (c) 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.
- (d) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:
 - (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 the employee has undertaken to serve after completion of the course,

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

Attendance at Conferences and Conventions

18.03

- (a) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- (b) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions which are related to the employee's field of specialization, subject to operational constraints.
- (c) The Employer may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- (d) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.
- (e) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to the employee's field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for payment of convention or conference registration fees and reasonable travel expenses.

- (f) An employee shall not be entitled to any compensation under Article 9, Overtime, and 13, Travelling Time in respect of hours the employee is in attendance at or travelling to or from a conference or convention under the provisions of this clause, except as provided by paragraph (d).

Professional Development

18.04

- (a) The parties to this Agreement share a desire to improve professional standards by giving the employees the opportunity on occasion:
- (i) to participate in workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields,
 - (ii) to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer,
 - (iii) to carry out research in the employee's field of specialization not specifically related to assigned work projects when in the opinion of the Employer such research is needed to enable the employee to perform the employee's assigned role.
- (b) Subject to the Employer's approval an employee shall receive leave with pay in order to participate in the activities described in paragraph 18.04(a).
- (c) An employee may apply at any time for professional development under this clause, and the Employer may select an employee at any time for such professional development.
- (d) When an employee is selected by the Employer for professional development under this clause the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- (e) An employee selected for professional development under this clause shall continue to receive the employee's normal compensation including any increase for which the employee may become eligible. The employee shall not be entitled to any compensation under Articles 9, Overtime,

and 13, Travelling Time, while on professional development under this clause.

- (f) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

Selection Criteria

18.05

- (a) Should the Employer establish selection criteria for granting leave under clauses 18.02 through 18.04 for a specified group, a copy of these criteria will be provided to an employee who so requests and to the Institute Representative on the Departmental Career Development Consultation Committee. The Employer, on request, will consult with the Institute Representative on the Committee with regard to the selection criteria.
- (b) All applications for leave under clauses 18.02 through 18.04 will be reviewed by the Employer. A list of the names of the applicants to whom the Employer grants leave under clauses 18.02 through 18.04 will be provided to the Institute Representative on the Departmental Career Development Consultation Committee.

Departmental Career Development Consultation Committee

18.06

- (a) The parties to this collective agreement acknowledge the mutual benefits to be derived from consultation on Career Development. To this effect the parties agree that such consultation will be held at the departmental level either through the existing Joint Consultation Committee or through the creation of a Departmental Career Development Consultation Committee. A consultation committee as determined by the parties, may be established at the local, regional or national level.
- (b) The Departmental Consultation Committee shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.
- (c) Employees forming the continuing membership of the Departmental Consultation Committees shall be protected against any loss of normal

pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.

- (d) The Employer recognizes the use of such committees for the purpose of providing information, discussing the application of policy, promoting understanding and reviewing problems.
- (e) It is understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

Joint Institute/Treasury Board Career Development Committee

18.07

- (a) In addition to consultation on career development at the departmental level referred to in clause 18.06, the representatives of the Employer and the Institute agree to establish a joint Institute/Treasury Board Career Development Committee.
- (b) In establishing this committee, it is understood by the parties that Departments are responsible for the application of the policies related to Career Development.
- (c) It is understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

ARTICLE 19

SEVERANCE PAY

19.01 Under the following circumstances and subject to clause 19.02 an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay:

Lay-Off

- (a)
- (i) On the first lay-off, two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 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 19.01(a)(i) above.

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Resignation

- (b) On resignation, subject to paragraph 19.01(c) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one-half (1/2) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

Retirement

- (c) On retirement, when an employee is entitled to an immediate annuity or to an immediate annual allowance under the *Public Service Superannuation Act*, a severance payment in respect of the employee's complete period of continuous employment, comprising 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.

Death

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

Termination for Cause for Reasons of Incapacity or Incompetence

- (e)
- (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 reasons of termination for cause of 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.

19.02 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 by the Public Service, a Federal Crown Corporation, the Canadian Forces or the Royal Canadian Mounted Police. Under no circumstances shall the maximum severance pay provided under clause 19.01 be pyramided.

19.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification of the employee's substantive position on the date of the termination of employment.

ARTICLE 20
STATEMENT OF DUTIES

**

20.01 Upon written request, an employee shall be entitled to a complete and current statement of the duties and responsibilities of the employee's position, including the position's classification level, the position rating form and an organization chart depicting the position's place in the organization.

ARTICLE 21
REGISTRATION FEES

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

ARTICLE 22
DIVING ALLOWANCE

22.01 Employees whose job duties require them to dive (as that word is hereinafter defined) shall be paid an extra allowance of thirteen dollars and fifty cents (\$13.50) per hour. The minimum allowance shall be two (2) hours per dive.

22.02 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 air supply.

ARTICLE 23
IMMUNIZATION

23.01 The Employer shall provide the employee with immunization against communicable diseases where there is a risk of incurring such diseases in the performance of the employee's duties.

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, the National Joint Council Work Force Adjustment Agreement concluded by the parties 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 substantially different nature than that previously utilized which will result in significant changes in the employment status or working conditions of employees;

or

- (b) a major change in the Employer’s operation directly related to the introduction of that equipment or material which will result in significant changes in the employment status or working conditions of the employees.

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 twenty (120) days written notice to the Institute of the introduction or implementation of technological change.

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

- (a) the nature and degree of change;
- (b) the anticipated date or dates on which the Employer plans to effect change;

- (c) the location or locations involved.

24.06 As soon as reasonably practicable after notice is given under clause 24.04, the Employer shall consult with the Institute concerning the effects of the technological change referred to in clause 24.04 on each group of employees. Such consultation will include but not necessarily be limited to the following:

- (a) the approximate number, class and location of employees likely to be affected by the change;
- (b) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

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 and at no cost to the employee.

ARTICLE 25

SAFETY AND HEALTH

25.01 The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Institute 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 or occupational illness.

ARTICLE 26

RECOGNITION

**

26.01 The Employer recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on June 3, 1999 covering all employees in the Applied Science and Engineering Group as defined in Part I of the Canada Gazette of March 27, 1999.

26.02 The Employer recognizes that it is a proper function and a right of the Institute to bargain with a view to arriving at a Collective Agreement and the Employer and the Institute agree to bargain in good faith, in accordance with the provisions of the *Public Service Staff Relations Act*.

ARTICLE 27

CHECK-OFF

27.01 The Employer will as a condition of employment deduct an amount equal to the amount of the membership dues from the monthly pay of all employees in the bargaining unit.

27.02 The Institute shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 27.01.

27.03 For the purpose of applying clause 27.01, deductions from pay for each employee in respect of each month will start with the first full month of employment to the extent that earnings are available.

27.04 This clause does not apply to the EN, PC, SG-PAT, CH and AR Groups.

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

27.05 This clause applies to the EN and PC Groups only.

An employee who satisfies the Employer to the extent that the employee declares in an affidavit that the employee is a member of a religious organization registered pursuant to the *Income Tax Act*, whose doctrine prevents the employee as a matter of conscience from making financial contributions to an employee organization, and that the employee will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious

organization and is countersigned by an official representative of the religious organization involved.

27.06 The clause applies to the SG-PAT, CH and AR Groups only.

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

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

27.08 The amounts deducted in accordance with clause 27.01 shall be remitted to the Institute 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.

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

27.10 The Institute 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, in which case the liability shall be limited to the amount of the error.

27.11 When it is mutually acknowledged that an error has been committed, the Employer shall endeavour to correct such error within the two (2) pay periods following the acknowledgement of error.

27.12 Where an employee does not have sufficient earnings in respect of any month to permit deductions under this Article the Employer shall not be obligated to make such deductions for that month from subsequent salary.

ARTICLE 28

USE OF EMPLOYER FACILITIES

Access by an Institute Representative

28.01 An accredited representative of the Institute may be permitted access to the Employer's premises on stated Institute business and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer.

Bulletin Boards

28.02 Reasonable space on bulletin boards (including electronic bulletin boards, where available) will be made available to the Bargaining Agent for the posting of official notices, in convenient locations determined by the Employer and the Institute. Notices or other materials shall require the prior approval of the Employer, except notices relating to the business affairs of the Institute and social and recreational events. The Employer shall have the right to refuse the posting of any information which it considers adverse to its interests or to the interests of any of its representatives.

Institute Literature

28.03 The Employer will continue its practice of making available to the Institute a specific location on its premises for the storage and placement of a reasonable quantity of Institute files and literature.

ARTICLE 29

INFORMATION

29.01 The Employer agrees to supply the Institute on a quarterly basis with a list of all employees in the bargaining unit. The list referred to herein shall include the name, employing department, geographical location, classification of the employee and shall be provided within one month following the termination of each quarter. As soon as practicable, the Employer agrees to add to the above list the date of appointment for new employees.

29.02 The Employer agrees to supply each employee with a copy of the Collective Agreement and any amendments thereto.

29.03 Upon the written request of an employee, the Employer shall make available at a mutually satisfactory time National Joint Council Agreements listed in clause 36.03 which have a direct bearing on the requesting employee's terms and conditions of employment.

ARTICLE 30 STEWARDS

30.01 The Employer acknowledges the right of the Institute to appoint Stewards from amongst the members of bargaining units for which the Institute is the certified bargaining agent.

30.02 The Employer and the Institute shall, by mutual agreement, determine the area of jurisdiction of each Steward, having regard to the plan of organization and the distribution of employees.

30.03 The Institute shall inform the Employer promptly and in writing of the names of its Stewards, their jurisdiction, and of any subsequent changes.

Leave for Stewards

30.04 Operational requirements permitting, the Employer shall grant leave with pay to an employee to enable the employee to carry out functions as a Steward on the Employer's premises. When the discharge of these functions require an employee who is a Steward to leave the employee's normal place of work, the employee shall, on returning, report to the supervisor whenever practicable.

ARTICLE 31 LEAVE FOR STAFF RELATIONS MATTERS

31.01 Public Service Staff Relations Board Hearings

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

Where operational requirements permit the Employer will grant leave with pay:

- (a) to an employee who makes a complaint 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 Institute making a complaint.

31.02 Applications for Certification, Representations and Interventions With Respect to Applications for Certification

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

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

and

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

31.03 Employee Called as a Witness

The Employer will grant leave with pay:

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

and

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

31.04 Arbitration Board, Conciliation Board Hearings and Alternative Dispute Resolution Process

Where operational requirements permit, the Employer will grant leave with pay to an employee representing the Institute before an Arbitration Board, Conciliation Board or an Alternative Dispute Resolution Process.

31.05 Employee Called as a Witness

The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board, Conciliation Board or an Alternative Dispute Resolution Process and, where operational requirements permit, leave with pay to an employee called as a witness by the Institute.

31.06 Adjudication

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

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

31.07 Meetings During the Grievance Process**Employee Presenting Grievance**

Where operational requirements permit, the Employer will grant to an employee:

- (a) where the Employer originates a meeting with the employee who has presented the grievance, leave with pay when the meeting is held in the headquarters area of such employee and on duty status when the meeting is held outside the headquarters area of such employee;
and
- (b) where an employee who has presented a grievance seeks to meet with the Employer, leave with pay to the employee when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

31.08 Employee Who Acts as Representative

Where an employee wishes to represent at a meeting with the Employer, an employee who has presented a grievance, the Employer will, where operational requirements permit, grant leave with pay to the representative when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

31.09 Grievance Investigations

Where an employee has asked or is obliged to be represented by the Institute in relation to the presentation of a grievance and an employee acting on behalf of the Institute wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable leave with pay for this purpose when the discussion takes place in the headquarters area of such employee and leave without pay when it takes place outside the headquarters area of such employee.

31.10 Contract Negotiations Meetings

Where operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiations meetings on behalf of the Institute.

31.11 Preparatory Contract Negotiations Meetings

Where operational requirements permit, the Employer will grant leave without pay to an employee to attend preparatory contract negotiations meetings.

31.12 Meetings Between the Institute and Management

Where operational requirements permit, the Employer will grant leave with pay to an employee to attend meetings with management on behalf of the Institute.

31.13 Institute Meetings and Conventions

Where operational requirements permit, the Employer will grant leave without pay to an employee to attend meetings and conventions provided in the Constitution and By-laws of the Institute.

31.14 Stewards Training Courses

- (a) Where operational requirements permit, the Employer will grant leave without pay to employees appointed as Stewards by the Institute, to undertake training sponsored by the Institute related to the duties of a Steward.
- (b) Where operational requirements permit, the Employer will grant leave with pay to employees appointed as Stewards by the Institute, to attend training sessions concerning Employer-employee relations sponsored by the Employer.

ARTICLE 32
CONTRACTING OUT

32.01 The Employer will continue past practice in giving all reasonable consideration to continued employment in the Public Service of employees who would otherwise become redundant because work is contracted out.

ARTICLE 33
ILLEGAL STRIKES

33.01 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 discharge, for participation in an illegal strike as defined in the *Public Service Staff Relations Act*.

ARTICLE 34
INTERPRETATION OF AGREEMENT

34.01 The parties agree that, in the event of a dispute arising out of the interpretation of a clause or Article in this Agreement, it is desirable that the parties should meet within a reasonable time and seek to resolve the problem. This Article does not prevent an employee from using the grievance procedure provided in this Agreement.

ARTICLE 35
GRIEVANCE PROCEDURE

35.01 In cases of alleged misinterpretation or misapplication arising out of Agreements concluded by the National Joint Council of the Public Service on items which may be included in a Collective Agreement and which the parties to this Agreement have endorsed, the grievance procedure will be in accordance with Section 14 of the NJC by-laws.

35.02 The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When notice is given that an employee, within the time limits prescribed in clause 35.10, wishes to take advantage of this

clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

35.03 An employee who wishes to present a grievance at any prescribed step in the grievance procedure, shall transmit this grievance to the employee's immediate supervisor or local officer-in-charge who shall forthwith:

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

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

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

35.05 Subject to and as provided in Section 91 of the *Public Service Staff Relations Act*, an employee who feels treated unjustly or aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 35.03, 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 Collective Agreement or an Arbitral Award, the employee is not entitled to present the grievance unless he has the approval of and is represented by the Institute.

35.06 This clause does not apply to the CH, AR and SG-PAT Groups:

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

- (a) Step 1 - first level of management;

- (b) Steps 2 and 3 in departments or agencies where such steps are established - intermediate step(s);
- (c) Final Step - Chief Executive or Deputy Head or an authorized representative.

35.07 This clause applies to the CH, AR and SG-PAT Groups only:

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

- (a) Step 1 - first level of management;
- (b) Steps 2 and 3 in departments or agencies where such steps are established - intermediate step(s);
- (c) Final Step - Deputy Head or Chief Executive Officer or Assistant Deputy Head or Assistant Chief Executive Officer.

35.08 The Employer shall designate a representative at each step 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 Institute.

35.09 An employee who so desires, may be assisted and/or represented by the Institute when presenting a grievance at any step. The Institute shall have the right to consult with the Employer with respect to a grievance at each or any step of the grievance procedure.

35.10 An employee may present a grievance to the first step of the procedure in the manner prescribed in clause 35.03, not later than the twenty-fifth (25th) day after the date on which the employee is notified orally or in writing or on which the employee first becomes aware of the action or circumstances giving rise to the grievance.

35.11 An employee may present a grievance at each succeeding step in the grievance procedure beyond the first step either:

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

or

- (b) where the Employer has not conveyed a decision to the employee within the time prescribed in clause 35.12, within fifteen (15) days after presentation by the employee of the grievance at the previous step.

35.12 The Employer shall normally reply to an employee's grievance at any step of the grievance procedure, except the final step, within ten (10) days after the grievance is presented, and within twenty (20) days where the grievance is presented at the final step.

35.13 Where an employee has been represented by the Institute in the presentation of the employee's grievance, the Employer will provide the appropriate representative of the Institute with a copy of the Employer's decision at each step of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

35.14 Where a grievance has been presented up to and including the final step in the grievance process, and the grievance is not one that may be referred to adjudication, the decision on the grievance taken at the final step in the grievance process is final and binding and no further action may be taken under the *Public Service Staff Relations Act*.

35.15 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.

35.16 Where the provisions of clause 35.03 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency concerned. Similarly, the Employer shall be deemed to have delivered a reply at any step on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present the grievance at the next higher step shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

35.17 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate the Institute representative, except as provided in clause 35.19.

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

35.19 Where the Employer demotes or terminates an employee 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:

- (a) the grievance may be presented at the final step only,
and
- (b) the twenty (20) day time limit within which the Employer is to reply at the final step may be extended to a maximum of forty (40) days by mutual agreement of the Employer and the appropriate representative of the Institute.

35.20 An employee may by written notice to the employee's immediate supervisor or officer-in-charge abandon a grievance.

35.21 Any employee who fails to present a grievance to the next higher step within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond the employee's control, the employee was unable to comply with the prescribed time limits.

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

35.23 Where an employee has presented a grievance up to and including the final step in the grievance procedure with respect to:

- (a) the interpretation or application in respect of the employee of a provision of this Collective Agreement or related Arbitral Award,

or

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

or

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

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

35.24 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of the employee of a provision of this Agreement or an Arbitral Award, the employee is not entitled to refer the grievance to adjudication unless the Institute signifies in prescribed manner:

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

ARTICLE 36

NATIONAL JOINT COUNCIL AGREEMENTS

36.01 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 Collective 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.

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

36.03 The following directives, policies or regulations, 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 Collective Agreement:

- (1) Foreign Service Directives;
- (2) Travel Policy;
- (3) Withdrawal from Work in Imminent Danger Policy and Procedures;
- (4) Isolated Posts Directive;
- (5) Clothing Policy;
- (6) Living Accommodation Charges Policy;
- (7) First Aid to the General Public - Allowance for Employees;
- (8) Memorandum of Understanding on the Definition of the Word "Spouse";
- (9) Relocation Policy;
- (10) Commuting Assistance Policy;
- (11) Bilingualism Bonus Policy;
- (12) Work Force Adjustment Policy;
- **
- (13) Public Service Health Care Plan;

Health/Safety Standards (14 to 29)

- (14) Boilers and Pressure Vessels;
- (15) Hazardous Substances;
- (16) Electrical;
- (17) Elevating Devices;
- (18) First Aid;
- (19) Hand Tools and Portable Power Tools;

- (20) Hazardous Confined Spaces;
- (21) Machine Guarding;
- (22) Materials Handling;
- (23) Motor Vehicle Operations;
- (24) Noise Control and Hearing Conservation;
- (25) Personal Protective Equipment;
- (26) Pesticide Devices;
- (27) Elevated Work Structures;
- (28) Use and Occupancy of Buildings;
- (29) Sanitation.

During the term of this Collective Agreement, other directives, policies or regulations may be added to the above noted list.

Grievances in regard to the above directives, policies or regulations shall be filed in accordance with clause 35.01 of the Article on grievance procedure in this Collective Agreement.

ARTICLE 37

JOINT CONSULTATION

37.01 The parties acknowledge the mutual benefits to be derived from joint consultation and will consult on matters of common interest.

37.02 The subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties and shall include consultation regarding career development. Consultation may be at the local, regional or national level as determined by the parties.

37.03 Wherever possible, the Employer shall consult with representatives of the Institute at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

Joint Consultation Committee Meetings

37.04 The Consultation Committees shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.

37.05 Employees forming the continuing membership of the Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.

37.06 Joint Consultation Committees are prohibited from agreeing to items which would alter any provision of this collective agreement.

ARTICLE 38**STANDARDS OF DISCIPLINE**

38.01 Where written departmental standards of discipline are developed or amended, the Employer agrees to supply sufficient information on the standards of discipline to each employee and to the Institute.

**

38.02 Where an employee is required to attend a meeting on disciplinary matters the employee is entitled to have a representative of the Institute attend the meeting when the representative is readily available. Where practicable, the employee shall receive in writing a minimum of one (1) working day's notice of such meeting as well as its purpose.

38.03 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document concerning the conduct or performance of an employee the existence of which the employee was not aware at the time of filing or within a reasonable time thereafter.

38.04 Notice of 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 39
LABOUR DISPUTES

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39.01 If employees whose normal duties are performed on the premises of other employers are prevented from performing their duties because of a strike or lock-out on the other employer's premises, the employees shall report the matter to the Employer and the Employer will make every reasonable effort to ensure that, so long as work is available, the employees affected are not denied regular pay and benefits to which they would normally be entitled.

ARTICLE 40
PART-TIME EMPLOYEES

Definition

40.01 Part-time employee means a person whose normal scheduled hours of work are less than thirty-seven and one-half (37 1/2) hours per week, but not less than those prescribed in the *Public Service Staff Relations Act*.

General

40.02 Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal scheduled weekly hours of work compare with the normal weekly hours of work of full-time employees unless otherwise specified in this Agreement.

40.03 Part-time employees shall be paid at the hourly rate of pay for all work performed up to seven and one-half (7 1/2) hours in a day or thirty-seven and one-half (37 1/2) hours in a week unless the employee is working other daily or weekly hours of work as prescribed pursuant to Article 8, Hours of Work, or group specific Articles relating to Hours of Work.

40.04 The days of rest provisions of this Collective Agreement apply only in a week when a part-time employee has worked five (5) days and a minimum of thirty-seven and one-half (37 1/2) hours in a week at the hourly rate of pay.

40.05 Leave will only be provided:

- (a) during those periods in which employees are scheduled to perform their duties;
- or
- (b) where it may displace other leave as prescribed by this Agreement.

Designated Holidays

40.06 A part-time employee shall not be paid for the designated holidays but shall instead be paid a premium of four point two five (4.25) per cent for all straight-time hours worked during the period of part-time employment.

40.07 Subject to Article 9, Overtime, 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 12.01 of this Agreement, the employee shall be paid time and one-half (1 1/2) the hourly rate of pay for all hours worked on the holiday.

Overtime

40.08 “Overtime” means work required by the Employer, to be performed by the employee, in excess of those hours prescribed in clause 40.03 but does not include time worked on a holiday.

40.09 Subject to Article 9, Overtime, a part-time employee who is required to work overtime shall be paid at time and one-half (1 1/2) for all overtime hours worked.

Vacation Leave

40.10 A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee’s normal work week, at the rate for years of employment established in clause 15.02, prorated and calculated as follows:

- (a) when the entitlement is one and one-quarter (1 1/4) days a month, one-quarter (1/4) of the hours in the employee’s work week per month;
- (b) when the entitlement is one and two-thirds (1 2/3) days a month, one-third (1/3) of the hours in the employee’s work week per month;

**

- (c) when the entitlement is one and eleven-twelfths ($1 \frac{11}{12}$) days a month, twenty-three sixtieth ($23/60$) of the hours in the employee's work week per month;
- (d) when the entitlement is two and one-twelfth ($2 \frac{1}{12}$) days a month, five-twelfths ($5/12$) of the hours in the employee's work week per month;

**

- (e) when the entitlement is two and one-third ($2 \frac{1}{3}$) days a month, seven-fifteenth ($7/15$) of the hours in the employee's work week per month;
- (f) when the entitlement is two and one-half ($2 \frac{1}{2}$) days a month, one-half ($1/2$) of the hours in the employee's work week per month;
- (g) however, a part-time employee who has received or is entitled to receive furlough leave shall have the employee's vacation leave credits earned reduced by one-twelfth ($1/12$) of the hours in the part-time work week, beginning in the month in which the twentieth (20^{th}) anniversary of continuous employment occurs until the beginning of the month in which the employee's twenty-fifth (25^{th}) anniversary of continuous employment occurs.

Sick Leave

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

Vacation and Sick Leave Administration

40.12

- (a) For the purposes of administration of clauses 40.10 and 40.11, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

Severance Pay

40.13 Notwithstanding the provisions of Article 19, Severance Pay, where the period of continuous employment in respect of which a 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.

40.14 The weekly rate of pay referred to in clause 40.13 shall be the weekly rate of pay to which the employee is entitled for the classification prescribed for the employee's substantive position on the date of termination of employment.

ARTICLE 41

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

41.01 For the purpose of this Article:

- (a) a formal assessment and/or appraisal of an employee's performance means any written assessment and/or appraisal by any supervisor of how well the employee has performed assigned tasks during a specified period in the past;
- (b) formal assessment and/or appraisals of employee performance shall be recorded on a form prescribed by the Employer for this purpose.

41.02

- (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. An employee's signature on his assessment form shall 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.

A copy of the employee's assessment form shall be provided to the employee at the time the assessment is signed by the employee.

- (b) The Employer's representative(s) who assesses 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.

41.03 When an employee disagrees with the assessment and/or appraisal, the employee shall have the right to present written counter arguments to the manager(s) or committee(s) responsible for the assessment and/or appraisal decision.

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

41.05 When a report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read.

ARTICLE 42

EMPLOYMENT REFERENCES

42.01 On application by an employee, the Employer shall provide personal references to the prospective employer of such employee indicating length of service, principal duties and responsibilities and performance of such duties. Personal references requested by a prospective employer outside the Public Service will not be provided without the written consent of the employee.

ARTICLE 43

SEXUAL HARASSMENT

43.01 The Institute 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.

43.02

- (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 43.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

ARTICLE 44

NO DISCRIMINATION

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

ARTICLE 45

PENOLOGICAL FACTOR ALLOWANCE

General

A Penological Factor Allowance shall be payable to incumbents in some positions in the bargaining units which are in the Canadian Penitentiary Service, subject to the following conditions.

45.01 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 *Penitentiary 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

45.02 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 fulfilment of the conditions described in clause 45.01 above throughout the working day and recurring daily.

- Frequent - means fulfilment of the conditions described in clause 45.01 above for part or parts of the working day and generally recurring daily.
- Limited - means fulfilment of the conditions described in clause 45.01 above on an occasional basis.

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

Degree of Contact	Penological Factor (X) Type of Institution					
	Maximum		Medium		Minimum	
Continual	100%	X (\$1600)	50%	X (\$800)	30%	X (\$480)
Frequent	50%	X (\$800)	30%	X (\$480)	20%	X (\$320)
Limited	30%	X (\$480)	20%	X (\$320)	10%	X (\$160)

45.04 The value of “X” is set at \$1600 per annum. This allowance shall be paid on the same basis as that for the employee’s regular pay.

Application of PFA

45.05 Penological Factor Allowance shall only be payable to the incumbent of a position on the establishment of, or loaned to, Correctional Staff Colleges, Regional Headquarters, and National Headquarters, when the conditions described in clause 45.01 above are applicable.

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

45.07 Except as prescribed in clause 45.10 below, an employee shall be entitled to receive PFA for any month in which the employee receives a minimum of ten (10) days’ pay in a position(s) to which PFA applies.

45.08 Except as provided in clause 45.09 below, PFA shall be adjusted when the incumbent of a position to which PFA applies, is appointed or assigned duties in another position to which a different 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 the employee has performed duties for at least ten (10) days as the incumbent of the position to which the higher allowance applies.

45.09 When the incumbent of a position to which PFA applies, is temporarily assigned to 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 the employee is temporarily assigned, plus PFA, if applicable, would be less than the employee's basic monthly pay entitlement plus PFA in the employee's regular position, the employee shall receive the PFA applicable to the employee's regular position.

45.10 An employee will be entitled to receive PFA, in accordance with the PFA applicable to the employee's 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.

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

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

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

ARTICLE 46

PAY

46.01 Except as provided in clauses 46.01 to 46.07 inclusive, and the Notes to Appendix "A" of this Agreement, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

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

(a) the pay specified in Appendix "A" for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee's certificate of appointment,

or

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

46.03 The rates of pay set forth in Appendix "A" shall become effective on the date specified therein.

46.04 Only rates of pay and compensation for overtime which has been paid to an employee during the retroactive period will be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee.

Pay Administration

46.05 When two or more of the following actions occur on the same date, namely appointment, pay increment, pay revision, the employee's rate of pay shall be calculated in the following sequence:

(a) the employee shall receive the pay increment;

(b) the employee's rate of pay shall be revised;

(c) the employee's rate of pay on appointment shall be established in accordance with this Agreement.

Rates of Pay

46.06 Where the rates of pay set forth in Appendix “A” have an effective date prior to the date of signing of the collective agreement the following shall apply:

- (a) “retroactive period” for the purpose of paragraphs (b) to (e) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the collective agreement is signed or when an arbitral award is rendered therefor;
- (b) a retroactive upward revision in rates of pay shall apply to employees, former employees or in case of death the estates of former employees, who were employees in the bargaining unit during the retroactive period;
- (c) rates of pay shall be paid in an amount equal to what would have been paid had the collective agreement been signed or an arbitral award rendered therefor on the effective date of the revision in rates of pay;
- (d) in order for former employees, or in the case of death for the former employees’ representatives, to receive payment in accordance with paragraph (c), 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;
- (e) no payment nor notification shall be made pursuant to clause 46.06 for one dollar (\$1.00) or less.

46.07 This Article is subject to the Memorandum of Understanding signed by the Employer and the Professional Institute of the Public Service of Canada dated July 21, 1982 in respect of red-circled employees.

Acting Pay

46.08 When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for the required number of consecutive working days, the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts.

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

**

- (a) The required number of consecutive working days referred to in clause 46.08 is four (4) consecutive working days;
- (b) This clause applies to the MT Group only.

**

- (i) When an employee whose hours of work are scheduled in accordance with clause 8.02 or 8.06 is required by the Employer to perform substantially, on an acting basis, duties of a higher classification level, for a period of at least four (4) consecutive scheduled working days, the employee shall be paid acting pay calculated as if the employee had been appointed to that higher classification level from the date on which the employee commenced to act for the period in which the employee acts.
 - (ii) When an employee whose hours of work are scheduled in accordance with clause 8.08 is required by the Employer to perform substantially, on an acting basis, duties of a higher classification level for a period of at least thirty-seven and one-half (37 1/2) consecutive scheduled working hours, exclusive of overtime, the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed in that higher classification level for the period in which the employee acts.
 - (iii) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as time worked for purposes of the qualifying period.
- (c) This clause is applicable to the EN Group only.

An employee who:

- (i) normally serves abroad at a number of posts pursuant to a rotational pattern throughout the span of the employee's career,
- or

- (ii) is willing to serve abroad at a number of posts pursuant to a rotational pattern throughout the span of the employee's career, but as a consequence of work-related reasons, performs the employee's duties at one or a few posts abroad,

is not entitled to acting pay.

ARTICLE 47 AGREEMENT RE-OPENER

47.01 This Agreement may be amended by mutual consent. If either party wishes to amend or vary this Agreement, it shall give to the other party notice of any amendment proposed and the parties shall meet and discuss such proposal not later than one calendar month after receipt of such notice.

ARTICLE 48 DURATION

**

48.01 The duration of this Collective Agreement shall be from the date it is signed to September 30, 2002.


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


SIGNED AT OTTAWA, this 21st day of the month of December 2000.

THE TREASURY BOARD
OF
CANADA

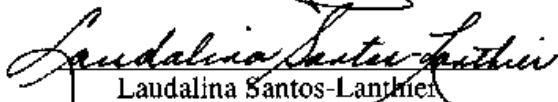
THE PROFESSIONAL
INSTITUTE OF THE PUBLIC
SERVICE OF CANADA


Hélène Laurendeau


Steve Hindle


Daniel Langevin


Danielle Auclair


Laudalina Santos-Lanthier


Al Arseneault

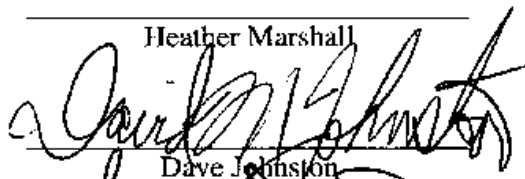

Frank Campbell


Bruce Boulton


Denis Chartrand

Heather Marshall


Dave Cillis


Dave Johnston

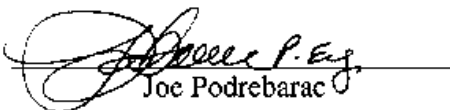

Martin Elby


Erland MacIsaac


Ed Eryuzlu

Pat Morin

Fred Forbes

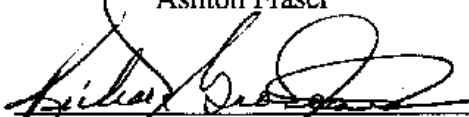

Joe Podrebarac

THE TREASURY BOARD
OF
CANADA

THE PROFESSIONAL
INSTITUTE OF THE PUBLIC
SERVICE OF CANADA


Ashton Fraser

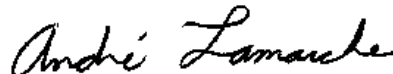

Arthur Robinson


Richard Grosleau

Luc Taillon

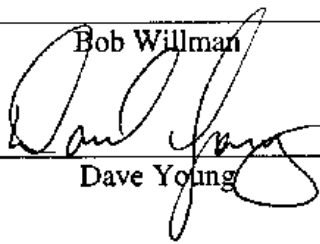

Maureen Harris

Steve Tupper


André Lamarche

Bob Willman


Steve Lapczak


Dave Young


Bob Mccaughern

Malcolm Brown

Robert (Bob) Weaver

Cavell Townley

****APPENDIX "A"****AC – ACTUARIAL SCIENCE GROUP
ANNUAL RATES OF PAY**

- A) Effective October 1, 1999**
B) Restructure Effective October 1, 2000
C) Effective October 1, 2000
D) Effective October 1, 2001

AC-1

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
From: \$	38042	39687	41326	43878	45896	47911	49928	51944	53960
To: A	38803	40481	42153	44756	46814	48869	50927	52983	55039
B	38803	40481	42153	44756	46814	48869	50927	52983	55039
C	39773	41493	43207	45875	47984	50091	52200	54308	56415
D	40767	42530	44287	47022	49184	51343	53505	55666	57825
	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	
From: \$	55974	58378	60772	63034	65200	67379			
To: A	57093	59546	61987	64295	66504	68727			
B	57093	59546	61987	64295	66504	68727	71304	73978	
C	58520	61035	63537	65902	68167	70445	73087	75827	
D	59983	62561	65125	67550	69871	72206	74914	77723	

AC-2

From: \$	70855	73243	75626	78011	80399				
To: A	72272	74708	77139	79571	82007				
B	72272	74708	77139	79571	82007	84967	88035		
C	74079	76576	79067	81560	84057	87091	90236		
D	75931	78490	81044	83599	86158	89268	92492		

AC-3

From: \$	79506	82006	84496	86997	89847				
To: A	81096	83646	86186	88737	91644				
B	81096	83646	86186	88737	91644	94792	98048	101415	
C	83123	85737	88341	90955	93935	97162	100499	103950	
D	85201	87880	90550	93229	96283	99591	103011	106549	

**

**AC
PAY NOTES**

- (1) An employee shall, on the relevant effective dates of adjustments to rates of pay, be paid in the (A), (B), (C) and (D) scales of rates at the rate shown immediately below his former rate.
- (2) Employees who have been Associate of the Society of Actuaries for more than six (6) years and have been at the maximum rate of pay for AC-1 level and have been on October 1, 2000, will move to the new maximum rate of pay effective October 1, 2000.
- (3) Employees who have been Fellow of the Society of Actuaries or Casualty Actuarial Society for more than four (4) years and have been at the maximum rate of pay for AC-2 level on October 1, 2000, will move to the new maximum rate of pay effective October 1, 2000.
- (4) The pay increment period for employees paid in the AC-1 to AC-3 scales of rates is twelve (12) months.
- (5) AC-1 Pay Scale: Subject to notes (a) to (f) below, AC-1 employees are paid at the appropriate rate in relation to the number of courses and years of experience acquired.
 - (a) The AC-1 pay notes are effective retroactively to October 1, 1999 for all employees.
 - (b) In addition to the periodic pay increment in note (4), a further increment for each course passed will be awarded effective January 1st or July 1st for courses taken prior to these dates and prescribed by the society of Actuaries (SOA) or the Casualty Actuarial Society (CAS). The SOA seventh and ninth course is respectively the Seminar and the Professional Development. Future reference to the SOA includes CAS.
 - (c) If the employee obtains three (3) courses without having reached the 5th increment, the employee will then advance to the 5th increment and will be awarded one additional increment for each course over three. At the discretion of the Employer, a new hired AC-1 could be awarded additional increments for years of experience acquired.

- (d) If the employee obtains six (6) courses without having reached the 11th increment, the employee will then advance to the 11th increment and will be awarded one additional increment for each course over six. At the discretion of the Employer, a new hired AC-1 could be awarded additional increments for years of experience acquired.
 - (e) Progression through the AC-1 pay scales will continue unhindered until the employee has reached the 6th increment, then advancement beyond the 6th increment is dependent on the employee having obtained three (3) courses.
 - (f) Advancement beyond the 12th increment is dependent on the employee having obtained six (6) courses, or having been an Associate of the Society of Actuaries with at least 15 years of consecutive service and acquired expertise in the actuarial field with the Government of Canada.
- (6) Where, during the retroactive period, an employee was paid on initial appointment to the Public Service in the bargaining unit at a rate of pay above the minimum, or was promoted or transferred and paid at a rate of pay above the rate specified by the regulations for promotion or transfer, he shall be paid in the new scale of rates of pay at the rate of pay nearest to but not less than the rate of pay at which he was appointed and, at the discretion of the Employer, may be paid at any rate up to and including the rate shown immediately below the rate he was receiving.
- (7) 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 27 June, 1978, shall be the first Monday following the pay increment period listed below as calculated from the date of the promotion, demotion or appointment from outside the Public Service. The pay increment periods listed below will not apply to employees appointed prior to 27 June, 1978.

PAY INCREMENT PERIODS

Level	Full-Time Employees	1/2 Time or More but Less Than Full-Time	1/3 Time or More but Less Than Half-Time
AC-1 to AC-3	52 weeks	104 weeks	156 weeks

AG - AGRICULTURE GROUP
ANNUAL RATES OF PAY

- A) Effective October 1, 1999**
B) Effective October 1, 2000
C) Effective October 1, 2001

AG-1

From:	\$	21924	to	38681*	39898	41424	43203	44982
To:	A	22362	to	39455*	40696	42252	44067	45882
	B	22921	to	40441*	41713	43308	45169	47029
	C	23494	to	41452*	42756	44391	46298	48205

*(WITH INTERMEDIATE STEPS OF \$10)

AG-2

From:	\$	44424	46349	48283	50205	52152
To:	A	45312	47276	49249	51209	53195
	B	46445	48458	50480	52489	54525
	C	47606	49669	51742	53801	55888

AG-3

From:	\$	51777	53724	55675	57430	59183
To:	A	52813	54798	56789	58579	60367
	B	54133	56168	58209	60043	61876
	C	55486	57572	59664	61544	63423

AG-4

From:	\$	58273	60196	62115	64034	65947
To:	A	59438	61400	63357	65315	67266
	B	60924	62935	64941	66948	68948
	C	62447	64508	66565	68622	70672

AG-5

From:	\$	65246	67481	69713	71920	74123
To:	A	66551	68831	71107	73358	75605
	B	68215	70552	72885	75192	77495
	C	69920	72316	74707	77072	79432

**AG
PAY NOTES**

- (1) Except in the case of employees being paid in that part of the AG-1 scale of rates identified by ten-dollar (\$10) intermediate steps, and subject to pay note 6, an employee shall, on the relevant effective date of adjustment to rates of pay, be paid in the new scale of rates at the rate shown immediately below his former rate.

**

- (2) An employee being paid in that part of the AG-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid:
- (a) effective October 1, 1999 in the “A” scale of rates which is nearest to but not more than two point zero per cent (2.0%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10);
 - (b) effective October 1, 2000 in the “B” scale of rates which is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10).
 - (c) effective October 1, 2001 in the “C” scale of rates which is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10).
- (3) The pay increment period for all employees, other than those paid in that part of the AG-1 scale of rates identified by ten-dollar (\$10) intermediate steps, is twelve (12) months and a pay increment shall be to the next rate in the scale of rates.
- (4) For employees paid in that part of the AG-1 scale of rates identified by ten-dollar (\$10) intermediate steps, the pay increment period is six (6) months and a pay increment shall be three hundred dollars (\$300), or such higher amount that the Employer may determine, provided that the last rate in that part of the scale of rates identified by ten-dollar (\$10) intermediate steps is not exceeded.
- (5) An increase from that part of the AG-1 scale identified by ten-dollar (\$10) intermediate steps to the first (1st) step in the fixed incremental part

of the scale shall take place on the date on which the Employer certifies that the employee should be paid at that rate.

- (6) Where, in the retroactive period, an employee was paid on initial appointment at a rate of pay above the minimum, or was promoted or transferred and paid at a rate of pay above the rate specified by the regulations for promotion or transfer, he shall be paid in the new scale of rates at the rate of pay nearest to but not less than the rate of pay at which he was appointed and, at the discretion of the Employer, may be paid at any rate up to and including the rate shown immediately below the rate he was receiving.
- (7) Every employee being paid in that part of the AG-1 scale identified by ten-dollar (\$10) intermediate steps will have his performance reviewed by the Employer within two (2) years of his appointment to that part of the scale with a view to ascertaining whether the employee should be paid at the first step in the fixed incremental part of the scale. On the basis of this review, the Employer will decide whether to certify that the employee should be paid at that point in time at the first (1st) step in that part of the scale. An employee who continues to be paid in that part of the scale identified by ten-dollar (\$10) intermediate steps after the second (2nd) anniversary of his appointment will have his performance reviewed at least annually thereafter.
- (8) The pay increment date for an employee, appointed on or after August 13, 1982 to a position in the bargaining unit upon promotion, demotion or from outside the Public Service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to August 13, 1982 remains unchanged.

AR - ARCHITECTURE AND TOWN PLANNING GROUP
ANNUAL RATES OF PAY

- A) Effective October 1, 1999**
B) Effective October 1, 2000
C) Effective October 1, 2001

AR-1

From:	\$	22999	to	36507
To:	A	23459	to	37237
	B	24045	to	38168
	C	24646	to	39122

AR-2

From:	\$	36425	38177	39937	41693	43443	45200
To:	A	37154	38941	40736	42527	44312	46104
	B	38083	39915	41754	43590	45420	47257
	C	39035	40913	42798	44680	46556	48438

AR-3

From:	\$	44708	46678	48649	50614	52576	54153
To:	A	45602	47612	49622	51626	53628	55236
	B	46742	48802	50863	52917	54969	56617
	C	47911	50022	52135	54240	56343	58032

AR-4

From:	\$	50431	52607	54749	56891	59030	60801
To:	A	51440	53659	55844	58029	60211	62017
	B	52726	55000	57240	59480	61716	63567
	C	54044	56375	58671	60967	63259	65156

AR-5

From:	\$	56605	59027	61451	63875	66296	68285
To:	A	57737	60208	62680	65153	67622	69651
	B	59180	61713	64247	66782	69313	71392
	C	60660	63256	65853	68452	71046	73177

AR-6

From:	\$	63444	65961	68470	70984	73500	75704
To:	A	64713	67280	69839	72404	74970	77218
	B	66331	68962	71585	74214	76844	79148
	C	67989	70686	73375	76069	78765	81127

AR-7

From:	\$	68055	70784	73502	76234	78967	83510
To:	A	69416	72200	74972	77759	80546	85180
	B	71151	74005	76846	79703	82560	87310
	C	72930	75855	78767	81696	84624	89493

**AR
PAY NOTES**

- (1) The pay increment period for employees paid in these scales of rates, other than AR-1, is twelve (12) months.
- (2) The pay increment period for employees paid in the AR-1 scale of rates is six (6) months, and the pay increment shall be to a rate which is three hundred dollars (\$300) higher than his former rate provided that the last rate in the AR-1 scale of rates is not exceeded.
- (3) An employee shall, on the relevant effective dates of adjustments to rates of pay, be paid in the (A), (B) or (C) scale of rates at the rate shown immediately below his former rate except that:
 - (a) an employee being paid for less than one (1) year in the AR-1 scale of rates shall be paid in the new scales of rates at the same rate as his former rate of pay, or if there is no such rate, at the minimum of the scale;

and

**

 - (b)
 - (i) an employee being paid for one (1) or more years in the AR-1 scale of rates shall, effective October 1, 1999, be paid in the (A) scale of rates at the rate of pay which is nearest to but not more than two point zero per cent (2.0%) higher than his former rate of pay provided that the maximum rate in the appropriate scale of rates is not exceeded;
 - (ii) an employee being paid for one (1) or more years in the AR-1 scale of rates shall, effective October 1, 2000, be paid in the (B) scale of rates at the rate of pay which is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay provided that the maximum rate in the appropriate scale of rates is not exceeded.

- (iii) an employee being paid for one (1) or more years in the AR-1 scale of rates shall, effective October 1, 2001, be paid in the (C) scale of rates at the rate of pay which is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay provided that the maximum rate in the appropriate scale of rates is not exceeded.
- (4) The pay increment date for an employee appointed after February 8, 1989, to a position in the bargaining unit on promotion, demotion or from outside the Public Service shall be the first (1st) Monday following the pay increment period specified in the pay notes as calculated from the date of promotion, demotion or appointment from outside the Public Service.

BI - BIOLOGICAL SCIENCES GROUP
ANNUAL RATES OF PAY

- A) Effective October 1, 1999**
B) Effective October 1, 2000
C) Effective October 1, 2001

BI-1

From: \$	22182	to	38819*	39605	41139	42674	44210	45745
To: A	22626	to	39595*	40397	41962	43527	45094	46660
B	23192	to	40585*	41407	43011	44615	46221	47827
C	23772	to	41600*	42442	44086	45730	47377	49023

*(WITH INTERMEDIATE STEPS OF \$10)

BI-2

From: \$	43361	45221	47092	48955	50819	52684	54548
To: A	44228	46125	48034	49934	51835	53738	55639
B	45334	47278	49235	51182	53131	55081	57030
C	46467	48460	50466	52462	54459	56458	58456

BI-3

From: \$	51583	53826	56067	58312	60551	62611
To: A	52615	54903	57188	59478	61762	63863
B	53930	56276	58618	60965	63306	65460
C	55278	57683	60083	62489	64889	67097

BI-4

From: \$	61073	63435	65800	68162	70527
To: A	62294	64704	67116	69525	71938
B	63851	66322	68794	71263	73736
C	65447	67980	70514	73045	75579

BI-5

From: \$	69545	72161	74776	77303
To: A	70936	73604	76272	78849
B	72709	75444	78179	80820
C	74527	77330	80133	82841

**BI
PAY NOTES**

- (1) Except in the case of employees being paid in that part of the BI-1 scale of rates identified by ten-dollar (\$10) intermediate steps, and subject to pay note 6, an employee shall, on the relevant effective dates of adjustments to rates of pay, be paid in the new scale of rates at the rate shown immediately below his former rate.

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- (2) An employee being paid in that part of the BI-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid:
- (a) effective October 1, 1999 in the “A” scale of rates which is nearest to but not more than two point zero per cent (2.0%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10);
 - (b) effective October 1, 2000 in the “B” scale of rates which is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10);
 - (c) effective October 1, 2001 in the “C” scale of rates which is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10).
- (3) The pay increment period for all employees, other than those paid in that part of the BI-1 scale of rates identified by ten-dollar (\$10) intermediate steps, is twelve (12) months and a pay increment shall be to the next rate in the scale of rates.
- (4) For employees paid in that part of the BI-1 scale of rates identified by ten-dollar (\$10) intermediate steps, the pay increment period is six (6) months and a pay increment shall be three hundred dollars (\$300), or such higher amount that the Employer may determine, provided that the last rate in that part of the scale of rates identified by ten-dollar (\$10) intermediate steps is not exceeded.

- (5) An increase from that part of the BI-1 scale identified by ten-dollar (\$10) intermediate steps to the first (1st) step in the fixed incremental part of the scale shall take place on the date on which the Employer certifies that the employee should be paid at that rate.
- (6) Where, in the retroactive period, an employee was paid on initial appointment at a rate of pay above the minimum, or was promoted or transferred and paid at a rate of pay above the rate specified by the regulations for promotion or transfer, he shall be paid in the new scale of rates at the rate of pay nearest to but not less than the rate of pay at which he was appointed and, at the discretion of the Employer, may be paid at any rate up to and including the rate shown immediately below the rate he was receiving.
- (7) Every employee being paid in that part of the BI-1 scale identified by ten-dollar (\$10) intermediate steps will have his performance reviewed by the Employer within two (2) years of his appointment to that part of the scale with a view to ascertaining whether the employee should be paid at the first (1st) step in the fixed incremental part of the scale. On the basis of this review, the Employer will decide whether to certify that the employee should be paid at that point in time at the first (1st) step in that part of the scale. An employee who continues to be paid in that part of the scale identified by ten-dollar (\$10) intermediate steps after the second (2nd) anniversary of his appointment will have his performance reviewed at least annually thereafter.
- (8) The pay increment date for an employee, appointed on or after July 26, 1982, to a position in the bargaining unit upon promotion, demotion or from outside the Public Service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to July 26, 1982 remains unchanged.

CH - CHEMISTRY GROUP
ANNUAL RATES OF PAY

- A) Effective October 1, 1999**
B) Effective October 1, 2000
C) Effective October 1, 2001

CH-1

From: \$	24631	to	34269*	36505	38145	39784	41423
To: A	25124	to	34954*	37235	38908	40580	42251
B	25752	to	35828*	38166	39881	41595	43307
C	26396	to	36724*	39120	40878	42635	44390

*(WITH INTERMEDIATE STEPS OF \$10)

CH-2

From: \$	40202	42178	44156	46131	48120	50087	51961	54696
To: A	41006	43022	45039	47054	49082	51089	53000	55790
B	42031	44098	46165	48230	50309	52366	54325	57185
C	43082	45200	47319	49436	51567	53675	55683	58615

CH-3

From: \$	48294	50671	53046	55425	57798	60176	62552	63891
To: A	49260	51684	54107	56534	58954	61380	63803	65169
B	50492	52976	55460	57947	60428	62915	65398	66798
C	51754	54300	56847	59396	61939	64488	67033	68468

CH-4

From: \$	58041	60699	63154	65605	68057	70510
To: A	59202	61913	64417	66917	69418	71920
B	60682	63461	66027	68590	71153	73718
C	62199	65048	67678	70305	72932	75561

CH-5

From: \$	67098	69981	72871	75755	78641
To: A	68440	71381	74328	77270	80214
B	70151	73166	76186	79202	82219
C	71905	74995	78091	81182	84274

**CH
PAY NOTES****PAY INCREMENT ADMINISTRATION**

- (1) The pay increment period for full-time employees, other than those paid in that part of the CH-1 scale of rates identified by ten-dollar (\$10) intermediate steps, is twelve (12) months and a pay increment shall be to the next rate in the scale of rates.
- (2) The pay increment period for full-time employees in the CH-1 scale of rates identified by ten-dollar (\$10) intermediate steps is six (6) months and the minimum pay increment shall be four hundred dollars (\$400) or such higher amount that the Employer may determine, or such lesser amount that brings the employee's rate to the maximum of the pay range. For the purposes of transfer and promotion, the lowest pay increment is four hundred dollars (\$400).
- (3) Except for employees in the CH-1 scale of rates identified by ten-dollar (\$10) intermediate steps, a part-time employee shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment, provided that the maximum rate of the employee's level is not exceeded. A part-time employee in the CH-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be eligible for a pay increment when the employee has worked a total of nine hundred and seventy-five (975) hours at the hourly rate of pay during a period of employment, provided that the last step in the ten-dollar (\$10) step portion of the scale is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this clause.
- (4) For the purposes of administering pay notes 1 and 2, the pay increment date for an employee, appointed on or after March 20, 1981, to a position in the bargaining unit upon promotion, demotion or from outside the Public Service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to March 20, 1981 remains unchanged.

PAY ADJUSTMENT ADMINISTRATION

- (5) Except for employees being paid in that part of the CH-1 scale of rates identified by ten-dollar (\$10) intermediate steps, an employee shall be paid in the new scale of rates at the rate shown immediately below his former rate on the relevant adjustment dates.
- (6) An employee who was initially appointed to the ten (\$10) dollar step portion of the CH-1 scale of rates shall not have his/her rate of pay adjusted as a result of an economic increase for a period of twelve (12) months from the date of his/her initial appointment, except that no employee shall be paid less than the minimum rate of pay. On the date which is twelve (12) months from the employee's initial appointment, the employee's rate of pay shall be adjusted by any economic increase to the fixed incremental portion of the CH-1 scale of rates which occurred during that twelve (12) month period, provided that the maximum rate of pay in the ten-dollar (\$10) step portion of the CH-1 scale of rates is not exceeded. The employee's rate of pay shall, on the relevant effective date, be further adjusted by any economic increase applicable to the fixed incremental portion of the CH-1 scale of rates, provided that the maximum rate of pay in the ten-dollar (\$10) step portion of the CH-1 scale of rates is not exceeded.
- (7) Where, in the retroactive period, an employee, other than those to whom pay note 6 applies, who was paid on initial appointment at a rate of pay above the minimum, or was promoted or transferred and paid at a rate of pay above the rate specified by the regulations for promotion or transfer, shall be paid in the new scale of rates at the rate of pay nearest to but not less than the rate of pay at which he/she was appointed and, at the discretion of the Employer, may be paid at any rate up to and including the rate shown immediately below the rate he/she was receiving. Such an increase does not change an employee's increment due date.
- (8) An increase from that part of the CH-1 scale identified by ten-dollar (\$10) intermediate steps to the first step in the fixed incremental part of the scale shall take place on the date on which the Employer certifies that the employee should be paid at that rate.
- (9) Every employee being paid in that part of the CH-1 scale identified by ten-dollar (\$10) intermediate steps will have his/her performance reviewed by the Employer within two (2) years of his/her appointment to that part of the scale with a view to ascertaining whether the employee

should be paid at the first step in the fixed incremental part of the scale. On the basis of this review, the Employer will decide whether to certify that the employee should be paid at that point in time at the first (1st) step in that part of the scale. An employee who continues to be paid in that part of the scale identified by ten-dollar (\$10) intermediate steps after the second (2nd) anniversary of his appointment will have his/her performance reviewed at least annually thereafter.

EN - ENGINEERING AND LAND SURVEY GROUP
ANNUAL RATES OF PAY

- A) Effective October 1, 1999**
B) Effective October 1, 2000
C) Effective October 1, 2001

SUB-GROUP: ENGINEERING

EN-ENG-1

From:	\$	31090	to	37294*
To:	A	31712	to	38040*
	B	32505	to	38991*
	C	33318	to	39966*

*(WITH INTERMEDIATE STEPS OF \$60)

EN-ENG-2

From:	\$	38745	40364	42104	43720	45338
To:	A	39520	41171	42946	44594	46245
	B	40508	42200	44020	45709	47401
	C	41521	43255	45121	46852	48586

EN-ENG-3

From:	\$	46806	48777	50806	52830	54851	56875	58899
To:	A	47742	49753	51822	53887	55948	58013	60077
	B	48936	50997	53118	55234	57347	59463	61579
	C	50159	52272	54446	56615	58781	60950	63118

EN-ENG-4

From:	\$	54990	57186	59381	61580	63779	65977
To:	A	56090	58330	60569	62812	65055	67297
	B	57492	59788	62083	64382	66681	68979
	C	58929	61283	63635	65992	68348	70703

EN-ENG-5

From:	\$	63059	65626	68178	70744	73309	75877
To:	A	64320	66939	69542	72159	74775	77395
	B	65928	68612	71281	73963	76644	79330
	C	67576	70327	73063	75812	78560	81313

EN-ENG-6

From:	\$	70603	73327	76050	78777	81502	84225
To:	A	72015	74794	77571	80353	83132	85910
	B	73815	76664	79510	82362	85210	88058
	C	75660	78581	81498	84421	87340	90259

SUB-GROUP: LAND SURVEY**EN-SUR-1**

From:	\$	31090	to	37294*	39650	41326	43013	44809
To:	A	31712	to	38040*	40443	42153	43873	45705
	B	32505	to	38991*	41454	43207	44970	46848
	C	33318	to	39966*	42490	44287	46094	48019

*(WITH INTERMEDIATE STEPS OF \$60)

EN-SUR-2

From:	\$	46806	48777	50806	52830	54851	56875	58899
To:	A	47742	49753	51822	53887	55948	58013	60077
	B	48936	50997	53118	55234	57347	59463	61579
	C	50159	52272	54446	56615	58781	60950	63118

EN-SUR-3

From:	\$	52830	54481	56124	57765	59407	61051
To:	A	53887	55571	57246	58920	60595	62272
	B	55234	56960	58677	60393	62110	63829
	C	56615	58384	60144	61903	63663	65425

EN-SUR-4

From:	\$	57765	60278	62778	65077	67376	69674
To:	A	58920	61484	64034	66379	68724	71067
	B	60393	63021	65635	68038	70442	72844
	C	61903	64597	67276	69739	72203	74665

EN-SUR-5

From:	\$	65354	68025	70687	73358	76029	78695
To:	A	66661	69386	72101	74825	77550	80269
	B	68328	71121	73904	76696	79489	82276
	C	70036	72899	75752	78613	81476	84333

EN-SUR-6

From:	\$	67969	70744	73514	76290	79068	81843
To:	A	69328	72159	74984	77816	80649	83480
	B	71061	73963	76859	79761	82665	85567
	C	72838	75812	78780	81755	84732	87706

**ENG
PAY NOTES**

SUB-GROUP: ENGINEERING

PAY INCREMENT ADMINISTRATION

- (1) The pay increment period for employees paid in these scales of rates, other than EN-ENG-1, is twelve (12) months and the pay increment shall be to the next higher rate in the applicable scale.
 - (2) The pay increment period for an employee paid in the EN-ENG-1 scale of rates is six (6) months, and the pay increment shall be to a rate which is three hundred dollars (\$300) higher than his former rate, or if there is no such rate, to the maximum of EN-ENG-1 scale of rates.
- **
- (3) An employee paid at the EN-ENG-1 scale of rates shall have his rate of pay adjusted to a step:
 - (a) Effective October 1, 1999, in the "A" scale of rates that is nearest to but not more than two point zero per cent (2.0%) higher than his former rate of pay.
 - (b) Effective October 1, 2000, in the "B" scale of rates that is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay.
 - (c) Effective October 1, 2001, in the "C" scale of rates that is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay.
 - (4) Except as provided in pay note 3, an employee shall on the relevant effective dates of adjustments to rates of pay, be paid in the new scale of rates at the rate shown immediately below his former rate.
 - (5) Except for a part-time employee in the EN-ENG-1 level, a part-time employee shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay provided that the maximum rate for the employee's level is not exceeded. A part-time employee in level EN-ENG-1, shall be eligible for a pay increment when the employee has worked a total of nine

hundred and seventy-five (975) hours at the hourly rate of pay provided that the maximum of the range for the employee is not exceeded.

SUB-GROUP: LAND SURVEY

PAY INCREMENT ADMINISTRATION

(1) EN-SUR-1 in sixty-dollar (\$60) Step Part of Scale

The pay increment period for employees paid in that part of the EN-SUR-1 scale of rates identified with sixty-dollar (\$60) steps is six (6) months, and the pay increment shall be to a step which is three hundred dollars (\$300) higher than his former rate, or if there is no such step, to the last step in the sixty-dollar (\$60) part of the scale.

(2) EN-SUR-1 Appointed Without Prior Experience

Notwithstanding pay note 1 above, an employee appointed to the EN-SUR-1 portion of the scale, with duties and responsibilities of EN-SUR-1, shall be advanced to the first (1st) of the four (4) remaining rates in the scale of rates on completion of two (2) years of service from the date of appointment to EN-SUR-1.

(3) EN-SUR-1 Appointed With Prior Experience

Notwithstanding pay note 1, an employee paid in the sixty-dollar (\$60) step portion of the EN-SUR-1 scale who is appointed to EN-SUR-1 with prior experience commensurate with duties and responsibilities of EN-SUR-1, may be advanced to the first (1st) rate in the remaining portion of the scale at such time after appointment to EN-SUR-1 as the Employer may determine.

(4) Pay Increment Period

The pay increment period for employees paid:

- (a) in that part of EN-SUR-1 scale of rates not identified with sixty-dollar (\$60) steps,

and

- (b) in the scale of rates for EN-SUR-2, 3, 4, 5, and 6 is twelve (12) months. The pay increment shall be to the next higher rate in the applicable scale.
- (5) The pay increment period for an employee paid in the EN-SUR-1 scale of rates is six (6) months, and the pay increment shall be to a rate which is three hundred dollars (\$300) higher than his former rate, or if there is no such rate, to the maximum of EN-SUR-1 scale of rates.

**

- (6) An employee paid at the EN-SUR-1 scale of rates shall have his rate of pay adjusted to a step:
- (a) Effective October 1, 1999, in the "A" scale of rates that is nearest to but not more than two point zero per cent (2.0%) higher than his former rate of pay.
 - (b) Effective October 1, 2000, in the "B" scale of rates that is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay.
 - (c) Effective October 1, 2001, in the "C" scale of rates that is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay.
- (7) Except as provided in pay note 3, an employee shall on the relevant effective dates of adjustments to rates of pay, be paid in the new scale of rates at the rate shown immediately below his former rate.
- (8) Except for a part-time employee in the EN-SUR-1 sixty-dollar (\$60) step portion level, a part-time employee shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay provided that the maximum rate for the employee's level is not exceeded. A part-time employee in the EN-SUR-1 sixty-dollar (\$60) step portion level, shall be eligible for a pay increment when the employee has worked a total of nine hundred and seventy-five (975) hours at the hourly rate of pay provided that the maximum of the range for the employee is not exceeded.

FO - FORESTRY GROUP
ANNUAL RATES OF PAY

- A) Effective October 1, 1999**
B) Effective October 1, 2000
C) Effective October 1, 2001

FO-1

From:	\$	22182	to	38145*	39964	41200	42633	44076	46424
To:	A	22626	to	38908*	40763	42024	43486	44958	47352
	B	23192	to	39881*	41782	43075	44573	46082	48536
	C	23772	to	40878*	42827	44152	45687	47234	49749

From:	\$	48133	49827	51524	53223
To:	A	49096	50824	52554	54287
	B	50323	52095	53868	55644
	C	51581	53397	55215	57035

*(WITH INTERMEDIATE STEPS OF \$10)

FO-2

From:	\$	51175	52886	54529	56273	58203	59942	61662
To:	A	52199	53944	55620	57398	59367	61141	62895
	B	53504	55293	57011	58833	60851	62670	64467
	C	54842	56675	58436	60304	62372	64237	66079

FO-3

From:	\$	60115	61775	63527	65253	67423	69564
To:	A	61317	63011	64798	66558	68771	70955
	B	62850	64586	66418	68222	70490	72729
	C	64421	66201	68078	69928	72252	74547

FO-4

From:	\$	67499	69413	71329	73242	75161	76999
To:	A	68849	70801	72756	74707	76664	78539
	B	70570	72571	74575	76575	78581	80502
	C	72334	74385	76439	78489	80546	82515

**FO
PAY NOTES**

- (1) Except in the case of employees being paid in that part of the FO-1 scale of rates identified by ten-dollar (\$10) intermediate steps, and subject to pay note 6, an employee shall, on the relevant effective dates of adjustments to rates of pay, be paid in the new scale of rates at the rate shown immediately below his former rate.

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- (2) An employee being paid in that part of the FO-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid:
 - (a) effective October 1, 1999 in the "A" scale of rates which is nearest to but not more than two point zero per cent (2.0%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10);
 - (b) effective October 1, 2000 in the "B" scale of rates which is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10);
 - (c) effective October 1, 2001 in the "C" scale of rates which is nearest to but not more than two point five per cent (2.5%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10).
- (3) The pay increment period for all employees, other than those paid in that part of the FO-1 scale of rates identified by ten-dollar (\$10) intermediate steps, is twelve (12) months and a pay increment shall be to the next rate in the scale of rates.
- (4) For employees paid in that part of the FO-1 scale of rates identified by ten-dollar (\$10) intermediate steps, the pay increment period is six (6) months and a pay increment shall be three hundred dollars (\$300), or such higher amount that the Employer may determine, provided that the last rate in that part of the scale of rates identified by ten-dollar (\$10) intermediate steps is not exceeded.

- (5) An increase from that part of the FO-1 scale identified by ten-dollar (\$10) intermediate steps to the first (1st) step in the fixed incremental part of the scale shall take place on the date on which the Employer certifies that the employee should be paid at that rate.
- (6) Where, in the retroactive period, an employee was paid on initial appointment at a rate of pay above the minimum, or was promoted or transferred and paid at a rate of pay above the rate specified by the regulations for promotion or transfer, he shall be paid in the new scale of rates at the rate of pay nearest to but not less than the rate of pay at which he was appointed and, at the discretion of the Employer, may be paid at any rate up to and including the rate shown immediately below the rate he was receiving.
- (7) Every employee being paid in that part of the FO-1 scale identified by ten-dollar (\$10) intermediate steps will have his performance reviewed by the Employer within two (2) years of his appointment to that part of the scale with a view to ascertaining whether the employee should be paid at the first (1st) step in the fixed incremental part of the scale. On the basis of this review, the Employer will decide whether to certify that the employee should be paid at that point in time at the first (1st) step in that part of the scale. An employee who continues to be paid in that part of the scale identified by ten-dollar (\$10) intermediate steps after the second anniversary of his appointment will have his performance reviewed at least annually thereafter.
- (8) The pay increment date for an employee, appointed on or after July 15th, 1982, to a position in the bargaining unit upon promotion, demotion or from outside the Public Service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to July 15, 1982 remains unchanged.

MT - METEOROLOGY GROUP
ANNUAL RATES OF PAY

- A) Effective October 1, 1999**
- B) Restructure Effective October 1, 2000**
- C) Effective October 1, 2000**
- D) Restructure Effective October 1, 2001**
- E) Effective October 1, 2001**

MT-1

From:	\$	22206	to	32114
To:	A	22650	to	32756
	B	22650	to	32756
	C	23216	to	33575
	D	23216	to	33575
	E	23796	to	34414

MT-2

From:	\$	35503	37381	39265	41144	43026	44913	46793	48671
To:	A	36213	38129	40050	41967	43887	45811	47729	49644
	B	36213	38129	40050	41967	43887	45811	47729	49644
	C	37118	39082	41051	43016	44984	46956	48922	50885
	D	37118	39082	41051	43016	44984	46956	48922	50885
	E	38046	40059	42077	44091	46109	48130	50145	52157

MT-3

From:	\$	48551	50426	52291	54164	56029	57892	
To:	A	49522	51435	53337	55247	57150	59050	
	B	49522	51435	53337	55247	57150	59050	62201
	C	50760	52721	54670	56628	58579	60526	63756
	D	50760	52721	54670	56628	58579	60526	63756
	E	52029	54039	56037	58044	60043	62039	65350

MT-4

From:	\$	49754	51778	53750	55524	57203	58883		
To:	A	50749	52814	54825	56634	58347	60061		
	B	50749	52814	54825	56634	58347	60061	62608	
	C	52018	54134	56196	58050	59806	61563	64173	
	D	52018	54134	56196	58050	59806	61563	64173	66785
	E	53318	55487	57601	59501	61301	63102	65777	68455

MT-5

From:	\$	54989	56909	58670	60428	62192	63957		
To:	A	56089	58047	59843	61637	63436	65236		
	B	56089	58047	59843	61637	63436	65236	67801	
	C	57491	59498	61339	63178	65022	66867	69496	
	D	57491	59498	61339	63178	65022	66867	69496	72127
	E	58928	60985	62872	64757	66648	68539	71233	73930

MT-6

From:	\$	59906	61860	63812	65770	67729			
To:	A	61104	63097	65088	67085	69084			
	B	61104	63097	65088	67085	69084	72540		
	C	62632	64674	66715	68762	70811	74354		
	D	62632	64674	66715	68762	70811	74354	77897	
	E	64198	66291	68383	70481	72581	76213	79844	

MT-7

From:	\$	65183	67356	69529	71698	73867			
To:	A	66487	68703	70920	73132	75344			
	B	66487	68703	70920	73132	75344	78710		
	C	68149	70421	72693	74960	77228	80678		
	D	68149	70421	72693	74960	77228	80678	84128	
	E	69853	72182	74510	76834	79159	82695	86231	

**MT
PAY NOTES**

**

- (1) An employee shall, on the relevant effective dates of adjustments to rates of pay, be paid in the (A), (B), (C), (D) and (E) scales of rates at the rate shown immediately below his former rate.

**

- (2) Employees who have been at the maximum rate of pay for their level for more than twelve (12) months on October 1, 2000, will move to the new maximum rate of pay effective October 1, 2000.

**

- (3) Employees who have been at the maximum rate of pay for their level for more than twelve (12) months on October 1, 2001, will move to the new maximum rate of pay effective October 1, 2001.

**

- (4)
- (a) Effective October 1, 1999, increase the scale of rates for employees being paid at the MT-1 by two point zero per cent (2.0%) as reflected in scale of rates (A). Employees on the scale of rates shall be paid at a rate of pay two point zero per cent (2.0%) higher than their former rate of pay rounded to the nearest ten dollars (\$10);
 - (b) effective October 1, 2000, increase the scale of rates for employees being paid at the MT-1 by two point five per cent (2.5%) as reflected in scale of rates (C). Employees on the scale of rates shall be paid at a rate of pay two point five per cent (2.5%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).
 - (c) effective October 1, 2001, increase the scale of rates for employees being paid at the MT-1 by two point five per cent (2.5%) as reflected in scale of rates (E). Employees on the scale of rates shall be paid at a rate of pay two point five per cent (2.5%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).

- (5) Except in the case of employees paid in the MT-1 scale of rates, an employee shall, on the relevant effective date of adjustments to rates of pay, be paid in the new scale of rates at the rate shown immediately below his former rate.
- (6) Employees who have completed the requirement for a Master's degree in Meteorology (or equivalent degree and field as determined by the Employer), at a standard recognized by the Employer, will be paid not less than the salary shown at the fourth (4th) step in the MT-2 scale of rates.
- (7) Notwithstanding pay note 5, where in the retroactive period an employee, other than an employee being paid in the MT-1 scale of rates, was paid on initial appointment at a rate of pay above the minimum, or was promoted or transferred and paid at a rate of pay above the rate specified by the regulations for promotion or transfer, he shall be paid in the new scale of rates at the rate shown immediately below his former rate, unless he was otherwise informed in writing prior to his appointment that a negotiated pay increase would not apply to him, in which case he shall be paid at the rate of pay nearest to but not less than the rate at which he was appointed.

PAY INCREMENT ADMINISTRATION

(8) Pay Increment Period - Full-Time Employees

The pay increment period for full-time employees is twelve (12) months, except in the case of employees paid in the MT-1 scale of rates. An employee being paid in the MT-1 scale of rates is not eligible for a pay increment.

(9) Pay Increment Period - Part-Time Employees

A part-time employee shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first (1st) working day following completion of the hours specified in this clause.

(10) **Pay Increment Date**

For the purposes of administering pay note 8, the pay increment date for an employee appointed on or after December 23, 1980, to a position in the bargaining unit upon promotion, demotion or from outside the Public Service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to December 23, 1980 remains unchanged.

PC - PHYSICAL SCIENCES GROUP
ANNUAL RATES OF PAY

- A) Effective October 1, 1999**
B) Effective October 1, 2000
C) Effective October 1, 2001

PC-1

From: \$	24246	to	40252*	41956	43690	45423	47157
To: A	24731	to	41057*	42795	44564	46331	48100
	B	to	42083*	43865	45678	47489	49303
	C	to	43135*	44962	46820	48676	50536

*(WITH INTERMEDIATE STEPS OF \$10)

PC-2

From: \$	46012	47906	49808	51699	53598	55493
To: A	46932	48864	50804	52733	54670	56603
	B	48105	50086	52074	54051	56037
	C	49308	51338	53376	55402	57438

PC-3

From: \$	55534	57723	59915	62116	64306	66499
To: A	56645	58877	61113	63358	65592	67829
	B	58061	60349	62641	64942	67232
	C	59513	61858	64207	66566	68913

PC-4

From: \$	64541	66880	69219	71561	73899	76239
To: A	65832	68218	70603	72992	75377	77764
	B	67478	69923	72368	74817	77261
	C	69165	71671	74177	76687	79193

PC-5

From: \$	72755	75348	77933	80529	83126
To: A	74210	76855	79492	82140	84789
	B	76065	78776	81479	84194
	C	77967	80745	83516	86299

**PC
PAY NOTES**

PAY INCREMENT ADMINISTRATION

- (1) For employees paid in that part of the PC-1 scale of rates identified by ten-dollar (\$10) intermediate steps, the pay increment period is six (6) months, and a pay increment shall be three hundred dollars (\$300) or such higher amount that the Employer may determine, provided that the last rate in that part of the scale of rates identified by ten-dollar (\$10) intermediate steps is not exceeded.
- (2) An increase from that part of the PC-1 scale identified by ten-dollar (\$10) intermediate steps to the first (1st) step in the incremental part of the scale shall take place on the date on which the Employer certifies that the employee should be paid at that rate.
- (3) For the purposes of transfer and promotion, the lowest pay increment in that part of the scale identified by ten-dollar (\$10) intermediate steps is three hundred dollars (\$300).
- (4) Except for those employees paid in that part of the PC-1 scale of rates identified by ten-dollar (\$10) intermediate steps, a pay increment shall be to the next rate in the scale of rates.

(5) **Pay Increment Date**

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 the date of signing of this Agreement, shall be the anniversary date of such appointment. The pay increment date for an employee who was appointed to a position in the bargaining unit prior to the date of signing of this Agreement remains unchanged.

(6) **Pay Increment Periods**

The pay increment period listed below will continue to apply to employees appointed to their current position prior to December 22, 1976, and the pay increment will become due on the appropriate quarterly date:

Level	Full-Time Employees
PC-1 (\$10 increment portion)	6 months
PC-1 (Other)	12 months
PC-2 to PC-5	12 months

PAY ADJUSTMENT ADMINISTRATION

**

- (7) Except as provided in pay note 10, an employee being paid in that part of the PC-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid effective October 1, 1999 in the "A" scale of rates of pay, at a rate which is two point zero per cent (2.0%) higher than his/her former rate of pay, rounded to the nearest ten dollars (\$10);

**

- (8) Except as provided in pay note 10, an employee being paid in that part of the PC-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid effective October 1, 2000 in the "B" scale of rates of pay, at a rate which is two point five per cent (2.5%) higher than his/her former rate of pay, rounded to the nearest ten dollars (\$10);

**

- (9) Except as provided in pay note 10, an employee being paid in that part of the PC-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid effective October 1, 2001 in the "C" scale of rates of pay, at a rate which is two point five per cent (2.5%) higher than his/her former rate of pay, rounded to the nearest ten dollars (\$10).

- (10) An employee who was initially appointed to the part of the PC-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall not have his/her rate of pay adjusted as a result of an economic increase for a period of twelve (12) months from the date of the initial appointment, except that no employee shall be paid less than the minimum rate of pay. Twelve months from the employee's initial appointment, the employee's rate of pay shall be adjusted by any economic increase which occurred to the fixed incremental portion of the PC-1 scale of rates during that twelve (12) month period, provided that the maximum rate of pay in the ten-dollar (\$10) step portion of the PC-1 scale of rates is not exceeded. The employee's rate of pay shall, on the relevant effective date, be further

adjusted by any economic increase applicable to the fixed incremental portion of the PC-1 scale of rates, provided that the maximum rate of pay in the ten-dollar (\$10) step portion of the PC-1 scale of rates is not exceeded.

- (11) Except as provided in pay note 13, an employee paid in the fixed incremental part of the PC-1 scale of rates or in the PC-2, 3, 4 or 5 scale of rates shall be paid, on the applicable adjustment dates, in the "A", "B" and "C" scale of rates at the rate shown immediately below his/her former rate.
- (12) An employee who was initially appointed to the Public Service in the bargaining unit during the retroactive period and who was paid a rate above the minimum rate for the level of his/her appointment, in the fixed incremental part of the PC-1 scale of rates or in the PC-2, 3, 4 or 5 scale of rates, shall be paid in the "A" scale of rates at the, rate shown immediately below his/her former rate on the applicable adjustment date unless the employee was informed in writing prior to the appointment that a negotiated pay increase would not apply to him/her.
- (13) Every employee being paid in that part of the PC-1 scale identified by ten-dollar (\$10) intermediate steps will have his/her performance reviewed by the Employer within two (2) years of his/her appointment with a view to ascertaining whether the employee should be paid at the first (1st) step in the fixed incremental part of the scale. On the basis of this review, the Employer will decide whether to certify that the employee should be paid at that point in time at the first (1st) step in that part of the scale. An employee who continues to be paid in that part of the scale identified by ten-dollar (\$10) intermediate steps after the second (2nd) anniversary of his/her appointment will have a performance review at least annually thereafter.

SG - SCIENTIFIC REGULATION GROUP
ANNUAL RATES OF PAY

- A) Effective October 1, 1999**
B) Effective October 1, 2000
C) Effective October 1, 2001

SG-SRE-1

From:	\$	20831	to	42239
To:	A	21248	to	43084
	B	21779	to	44161
	C	22323	to	45265

SG-SRE-2

From:	\$	40809	42243	43920	45585	47261
To:	A	41625	43088	44798	46497	48206
	B	42666	44165	45918	47659	49411
	C	43733	45269	47066	48850	50646

SG-SRE-3

From:	\$	42106	44037	45977	47916	49864	51797	53729	55677
To:	A	42948	44918	46897	48874	50861	52833	54804	56791
	B	44022	46041	48069	50096	52133	54154	56174	58211
	C	45123	47192	49271	51348	53436	55508	57578	59666

SG-SRE-4

From:	\$	50271	52322	54364	56292	58107	59921	61972
To:	A	51276	53368	55451	57418	59269	61119	63211
	B	52558	54702	56837	58853	60751	62647	64791
	C	53872	56070	58258	60324	62270	64213	66411

SG-SRE-5

From:	\$	55946	57984	60021	62060	64098	66125	68164
To:	A	57065	59144	61221	63301	65380	67448	69527
	B	58492	60623	62752	64884	67015	69134	71265
	C	59954	62139	64321	66506	68690	70862	73047

SG-SRE-6

From:	\$	61372	63370	65366	67367	69381	71396
To:	A	62599	64637	66673	68714	70769	72824
	B	64164	66253	68340	70432	72538	74645
	C	65768	67909	70049	72193	74351	76511

SG-SRE-7

From:	\$	63795	65697	67584	69940	72096	74452
To:	A	65071	67011	68936	71339	73538	75941
	B	66698	68686	70659	73122	75376	77840
	C	68365	70403	72425	74950	77260	79786

SG-SRE-8

From:	\$	65933	68421	70912	73401	75892
To:	A	67252	69789	72330	74869	77410
	B	68933	71534	74138	76741	79345
	C	70656	73322	75991	78660	81329

**SG
PAY NOTES**

PAY INCREMENT ADMINISTRATION

- (1) Except for SG-SRE-1, the pay increment period for a full-time employee is twelve (12) months.
- (2) The pay increment period for full-time employees in the SG-SRE-1 scale of rates is six (6) months and the minimum pay increment shall be three hundred dollars (\$300) or such higher amount that the Employer may determine, or such lesser amount that brings the employee's rate to the maximum of the pay range. For the purposes of transfer and promotion, the lowest pay increment is three hundred dollars (\$300).
- (3) Except for SG-SRE-1 a part-time employee shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. A part-time employee in level SG-SRE-1 shall be eligible for a pay increment when the employee has worked a total of nine hundred and seventy-five (975) hours at the hourly rate of pay during a period of employment provided that a maximum rate for the SG-SRE-1 level is not exceeded.
- (4) For the purposes of administering pay notes 1 and 2, the pay increment date for an employee, appointed on or after May 28, 1980, to a position in the bargaining unit upon promotion, demotion or from outside the Public Service, shall be the anniversary date for such an appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to May 28, 1980 remains unchanged.

PAY ADJUSTMENT ADMINISTRATION

SG-SRE-1

**

- (5)
 - (a) Effective October 1, 1999, the SG-SRE-1 scale of rates shall be restructured by increasing all SG-SRE-1 rates of pay by two point zero per cent (2.0%) as reflected in scale of rates (A). Employees on this scale of rates shall be paid at a rate of pay that

is two point zero per cent (2.0%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).

- (b) Following this and also effective October 1, 2000, increase the scale of rates for employees being paid at the SG-SRE-1 by two point five per cent (2.5%) as reflected in scale of rates (B). Employees on the scale of rates shall be paid at a rate of pay two point five per cent (2.5%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).
- (c) Effective October 1, 2001, increase the scale of rates for employees being paid at the SG-SRE-1 by two point five per cent (2.5%) as reflected in scale of rates (C). Employees on the scale of rates shall be paid at a rate of pay two point five per cent (2.5%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).

SG-SRE-2 to 8 Inclusive

- (6) An employee being paid in SG-SRE-2 to 8 scale of rates shall, on the relevant effective date of adjustments to rates of pay, be paid in the new scale of rates at the rate shown immediately below his former rate.

- (7) **General**

Notwithstanding pay notes 5 and 6, an employee who was initially appointed to the Public Service in the bargaining unit during the retroactive period and who was paid a rate above the minimum rate for the level of his appointment, shall be paid in the new scale of rates at the rate of pay nearest to but not less than the rate of pay at which he was appointed and, at the discretion of the Employer, may be paid at any rate up to and including the rate shown immediately below the rate he was receiving. The exercise of discretion does not change an employee's increment due date.

**PAT - PATENT SUB-GROUP
ANNUAL RATES OF PAY**

- A) Effective October 1, 1999**
- B) Restructure Effective October 1, 2000**
- C) Effective October 1, 2000**
- D) Restructure Effective October 1, 2001**
- E) Effective October 1, 2001**

SG-PAT-1

From:	\$	20342	to	41249
To:	A	20749	to	42074
	B	20749	to	42074
	C	21268	to	43126
	D	21268	to	43126
	E	21800	to	44204

SG-PAT-2

From:	\$	39852	41253	42888	44516
To:	A	40649	42078	43746	45406
	B	40649	42078	43746	45406
	C	41665	43130	44840	46541
	D	41665	43130	44840	46541
	E	42707	44208	45961	47705

SG-PAT-3

From:	\$	41117	43003	44898	46791	48693	50581	52482
To:	A	41939	43863	45796	47727	49667	51593	53532
	B	41939	43863	45796	47727	49667	51593	53532
	C	42987	44960	46941	48920	50909	52883	54870
	D	42987	44960	46941	48920	50909	52883	54870
	E	44062	46084	48115	50143	52182	54205	56242

SG-PAT-4

From:	\$	48148	50111	52067	53915	55653	57390	59126	61089
To:	A	49111	51113	53108	54993	56766	58538	60309	62311
	B	49111	51113	53108	54993	56766	58538	60309	62311
	C	50339	52391	54436	56368	58185	60001	61817	63869
	D	50339	52391	54436	56368	58185	60001	61817	63869
	E	51597	53701	55797	57777	59640	61501	63362	65466

SG-PAT-5

From:	\$	53582	55535	57486	59438	61391	63331	65270	67223
To:	A	54654	56646	58636	60627	62619	64598	66575	68567
	B	54654	56646	58636	60627	62619	64598	66575	68567
	C	56020	58062	60102	62143	64184	66213	68239	70281
	D	56020	58062	60102	62143	64184	66213	68239	70281
	E	57421	59514	61605	63697	65789	67868	69945	72038

SG-PAT-6

From:	\$	59932	61884	63834	65788	67755	69721	71689	
To:	A	61131	63122	65111	67104	69110	71115	73123	
	B	61131	63122	65111	67104	69110	71115	73123	75424
	C	62659	64700	66739	68782	70838	72893	74951	77310
	D	62659	64700	66739	68782	70838	72893	74951	77310
	E	64225	66318	68407	70502	72609	74715	76825	79243

SG-PAT-7

From:	\$	62299	64157	65999	68300	70406	72510	74812	
To:	A	63545	65440	67319	69666	71814	73960	76308	
	B	63545	65440	67319	69666	71814	73960	76308	79638
	C	65134	67076	69002	71408	73609	75809	78216	81629
	D	65134	67076	69002	71408	73609	75809	78216	81629
	E	66762	68753	70727	73193	75449	77704	80171	83670

From:	\$								
To:	A								
	B								
	C								
	D	85041							
	E	87167							

**SG-PAT
PAY NOTES**

PAY INCREMENT ADMINISTRATION

- (1) Except for SG-PAT-1, the pay increment period for a full-time employee is twelve (12) months.
- (2) The pay increment period for full-time employees in the SG-PAT-1 scale of rates is six (6) months and the minimum pay increment shall be three hundred dollars (\$300) or such higher amount that the Employer may determine, or such lesser amount that brings the employee's rate to the maximum of the pay range. For the purposes of transfer and promotion, the lowest pay increment is three hundred dollars (\$300).
- (3) Except for SG-PAT-1, a part-time employee shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. A part-time employee in level SG-PAT-1 shall be eligible for a pay increment when the employee has worked a total of nine hundred and seventy-five (975) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the SG-PAT-1 level is not exceeded.
- (4) For the purposes of administering pay notes 1 and 2, the pay increment date for an employee, appointed on or after May 28, 1980, to a position in the bargaining unit upon promotion, demotion or from outside the Public Service shall be the anniversary date for such an appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to May 28, 1980 remains unchanged.

SG-PAT-1

**

- (5) An employee being paid in the SG-PAT-1 scale of rates shall be paid effective October 1, 1999 in the (A) scale of rates of pay at a rate that is two point zero per cent (2.0%) higher than his former rate, rounded to the nearest ten dollars (\$10).

- (6) Notwithstanding pay note 5, an employee being paid in the SG-PAT-1 scale of rates who was initially appointed to the Public Service bargaining unit in 1999 and was paid a rate established to recognize that the employee was without experience commensurate with level SG-PAT-1 shall not have his/her rate of pay adjusted by virtue of the October 1, 1999 scale of rates.

SG-PAT-2 to 7 Inclusive

- (7) Except as provided for in pay note 8, an employee being paid in SG-PAT-2 to SG-PAT-7 scale of rates shall, on the relevant effective date of adjustments to rates of pay, be paid in the new scale of rates at the rate shown immediately below his former rate.

**

SG-PAT-6 and 7

- (8) Employees who have been at the maximum rate of pay for their level for more than twelve (12) months on October 1, 2000, will move to the new maximum rate of pay effective October 1, 2000.

**

SG-PAT-7

- (9) Employees who have been at the maximum rate of pay for their level for more than twelve (12) months on October 1, 2001, will move to the new maximum rate of pay effective October 1, 2001

(10) **General**

Notwithstanding pay notes 5 and 7, an employee who was initially appointed to the Public Service in the bargaining unit during the retroactive period and who was paid a rate above the minimum rate for the level of his appointment, shall be paid in the new scale of rates at the rate of pay nearest to but not less than the rate of pay at which he was appointed and, at the discretion of the Employer, may be paid at any rate up to and including the rate shown immediately below the rate he was receiving. The exercise of discretion does not change an employee's increment due date.

APPENDIX “B”

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TREASURY BOARD
AND
THE PROFESSIONAL INSTITUTE OF THE
PUBLIC SERVICE OF CANADA -
HOURS OF WORK**

The Employer and the Professional Institute of the Public Service of Canada agree that for those employees to whom the provisions of clause .07 of Article 8 applies, the provisions of the Collective Agreement which specifies days shall be converted to hours. Where the Collective Agreement refers to a “day”, it shall be converted to seven and one-half (7 1/2) hours.

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

ARTICLE 2 - INTERPRETATION AND DEFINITIONS

Clause (c) - “daily rate of pay” - shall not apply.

**

ARTICLES 9 & 13 - OVERTIME - TRAVELLING TIME

Compensation shall only be applicable on a normal workday for hours in excess of the employee’s scheduled daily hours of work.

When an employee is required by the Employer to work overtime on the employee’s day of rest, compensation shall be granted as per paragraphs 9.01(b) and 9.01(c).

ARTICLE 12 - DESIGNATED PAID HOLIDAYS

A designated paid holiday shall account for seven and one-half (7 1/2) hours only.

ARTICLE 14 - LEAVE - GENERAL

Effective the date on which clause .06 of Article 8 applies or ceases to apply to an employee, the accrued vacation and sick leave credits shall be converted to days or hours, as applicable.

ARTICLES 15 & 16 - VACATION LEAVE - SICK LEAVE

The converted amounts are as follows:

- (a) one and one-quarter (1 1/4) days - nine point three seven five (9.375) hours;
- (b) one and two-thirds (1 2/3) days - twelve point five zero (12.50) hours;
- **
- (c) one and eleven-twelfths (1 11/12) days – fourteen point three seven five (14.375) hours;
- (d) two and one-twelfth (2 1/12) days - fifteen point six two five (15.625) hours;
- **
- (e) two and one-third (2 1/3) days – seventeen point five zero (17.50) hours;
- (f) five-twelfths (5/12) day - three point one two five (3.125) hours;
- (g) two and one-half (2 1/2) days - eighteen point seven five (18.75) hours.

The Memorandum of Agreement shall be effective from the date of signing of the Collective Agreement to September 30, 2002.

APPENDIX "C"**MEMORANDUM OF
AGREEMENT - SEA TRIALS**

Employees in the Engineering and Land Survey Group employed by the Department of National Defence engaged in Sea Trials under the following conditions will be remunerated in accordance with the terms below:

1.

- (a) When an employee is scheduled to proceed to sea beyond the harbour limits aboard a Naval Vessel, Submarine, Auxiliary Vessel or Yardcraft for the purpose of conducting trials, repairing defects or dumping ammunition, the employee shall be paid for all hours actually worked, at the applicable rate of pay, i.e. at straight time for the employee's daily hours of work and at the appropriate overtime rate for additional hours,

or

for all hours aboard, up to a maximum of fifteen (15), at straight time,

whichever is greater.

- (b) In addition, an employee shall receive a submarine trials allowance equal to twenty-five per cent (25%) of the employee's basic hourly rate for each completed one-half (1/2) hour the employee is required to be in a submarine.

2.

- (a) When an employee is required to be in a submarine when it is in a closed down condition either alongside a jetty or within a harbour, on the surface or submerged; i.e. when the pressure hull is sealed and undergoing trials, such as vacuum tests, high pressure tests, snort trials, battery ventilation trials or other recognized formal trials, or the submarine is rigged for diving, the employee shall be compensated for all hours aboard at the

applicable rate of pay for all hours' worked and at the straight-time rate for all unworked hours.

- (b) In addition, an employee shall receive a submarine trial allowance in accordance with 1(b).
- 3. Upon the request of an employee and with the approval of the Employer, the employee may be compensated in equivalent leave with pay.
- 4. Compensatory leave is to be granted at the convenience of the employee where operational requirements permit.
- 5. Certain provisions of the Collective Agreement for which an employee normally may be eligible are inapplicable if the employee is in receipt of remuneration in accordance with the provisions set out in this Memorandum. The articles which do not have application to employees covered by this Memorandum are:
 - Call-Back Pay;
 - reporting Pay;
 - travelling Time;
 - standby.

APPENDIX "D"

**PATENT EXAMINERS
LETTER OF UNDERSTANDING**

In recognition of the fact that, in the past some patent examiners have been allowed leave to write the patent agent's examination, it is agreed between the Professional Institute of the Public Service of Canada and the Patent Office, that the Patent Office will grant leave with pay to patent examiners to write the examination under the following conditions, expressly accepted by both sides:

1. This privilege will be granted to any one examiner, a maximum of twice (2) in the employee's career in the Patent Office.
2. The granting of the privilege will be at the discretion of the Patent Office, and subject to operational requirements of the Office.
3. The privilege will not extend to preparatory seminars nor to any fees connected with the examination or seminar.
4. The granting of this privilege shall not be construed in any way as indicating that passing the examination is a necessary or desirable qualification for patent examiners, nor a factor to be considered in staff appraisal or promotion.

****APPENDIX "E"**

**LETTER OF UNDERSTANDING
CONCERNING THE APPLIED SCIENCE AND ENGINEERING GROUP
RE: CAPTIVE TIME ISSUE**

This letter is to give effect to the understanding reached by the Employer and the Institute in negotiations for the renewal of the agreement covering the above specified group.

Accordingly, the parties agree to establish a joint committee comprising equal representation to meet within sixty (60) days of the signing of the collective agreement for the Applied Science and Engineering Bargaining Unit. The committee will review the issue of captive time and travel requirements of bargaining unit members.

The committee will report its findings and, if applicable, its recommendations to the parties.

****APPENDIX "F"**

**LETTER OF UNDERSTANDING
CONCERNING THE APPLIED SCIENCE AND ENGINEERING GROUP
RE: REGISTRATION FEES ISSUE**

This letter is to give effect to the understanding reached by the Employer and the Institute in negotiations for the renewal of the agreement covering the above specified group.

Accordingly, the parties agree to establish a joint committee to review the issue of registration fees comprising equal representation to meet within sixty (60) days of the signing of the collective agreement for the Applied Science and Engineering Bargaining Unit.

The committee will report its findings and, if applicable, its recommendations to the parties.

****APPENDIX "G"**

MEMORANDUM OF UNDERSTANDING

**RE: STUDY CONCERNING A NUMBER OF HEALTH CANADA
EMPLOYEES IN THE BI AND CH GROUPS**

The parties agree to convene a committee to conduct a study into recruitment, retention and remuneration concerning employees currently classified in the Biological Science (BI) and Chemistry (CH) groups undertaking review of drugs for human use in the Therapeutic Products Program of Health Canada.

This committee shall be comprised of an equal number of representatives nominated by the Employer and the Institute.

This committee shall determine the terms of reference of the study. The parties are encouraged to consider the use of past studies and reports, including the 1992 Gagnon report. The committee may decide to make use of outside consultants and other support as mutually agreed.

This study shall be completed by 30 April 2001. Joint recommendations emanating from this study, including proposed modifications to the collective agreement, not precluding retroactive application of any solution, shall be referred to the Employer and the Institute for consideration and action.

Expenses incurred in the conduct of the studies will be mutually agreed upon in advance and will be paid by Health Canada.

****APPENDIX “H”**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TREASURY BOARD
(HEREINAFTER CALLED THE EMPLOYER)
AND
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE
OF CANADA
(HEREINAFTER CALLED THE INSTITUTE)
IN RESPECT OF THE
APPLIED SCIENCE AND ENGINEERING (AP) UNIT –
ALLOWANCE FOR THE ARCHITECTURE AND
TOWN PLANNING GROUP**

Preamble

In an effort to reduce retention and recruitment problems, the employer will provide an Allowance to incumbents of AR positions for the performance of AR duties in the Applied Science and Engineering Group.

Eligibility

The following employees shall be entitled to a terminable allowance as shown in note 1:

- employees who are incumbents of positions classified as AR.

Application

1. Commencing October 1, 2000 and ending September 30, 2002, incumbents of positions identified above shall be eligible to receive a terminable allowance in the following applicable annualized amount to be paid biweekly:

TERMINABLE ALLOWANCE

AR-1	\$5,000
AR-2	\$6,480
AR-3	\$8,146
AR-4	\$9,485
AR-5	\$10,690
AR-6	\$11,536
AR-7	\$12,890

subject to the following conditions:


- (i) The terminable allowance specified above does not form part of an employee's salary.
 - (ii) The terminable allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of the Agreement.
 - (iii) Part-time employees shall be entitled to the Terminable Allowance prorated in accordance with their assigned work week.
2. The parties agree that disputes arising from the application of the Memorandum of Understanding may be subject to consultation.
 3. This Memorandum of Understanding expires on September 30, 2002.

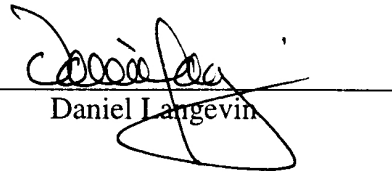
SIGNED AT OTTAWA, this 21st day of the month of December 2000.

THE TREASURY BOARD OF
CANADA

THE PROFESSIONAL
INSTITUTE OF THE PUBLIC
SERVICE OF CANADA


Hélène Laurendeau


Steve Hindle


Daniel Langevin


Danielle Auclair

****APPENDIX "I"**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TREASURY BOARD
(HEREINAFTER CALLED THE EMPLOYER)
AND
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE
OF CANADA
(HEREINAFTER CALLED THE INSTITUTE)
IN RESPECT OF THE
APPLIED SCIENCE AND ENGINEERING (AP) UNIT –
ALLOWANCE FOR THE ENGINEERING AND LAND SURVEY GROUP**

Preamble

In an effort to reduce retention and recruitment problems, the employer will provide an Allowance to incumbents of EN positions for the performance of EN duties in the Applied Science and Engineering Group.

Eligibility

The following employees shall be entitled to a terminable allowance as shown in note 1:

- employees who are incumbents of positions classified as EN.

Application

1. Commencing October 1, 2000 and ending September 30, 2002, incumbents of positions identified above shall be eligible to receive a terminable allowance in the following applicable annualized amount to be paid biweekly:

TERMINABLE ALLOWANCE

EN-ENG-1	\$5,429
EN-ENG-2	\$6,590
EN-ENG-3	\$8,879
EN-ENG-4	\$10,263
EN-ENG-5	\$11,840
EN-ENG-6	\$13,064
EN-SUR-1	\$6,005
EN-SUR-2	\$8,832
EN-SUR-3	\$9,514
EN-SUR-4	\$10,799
EN-SUR-5	\$11,648
EN-SUR-6	\$11,673

subject to the following conditions:

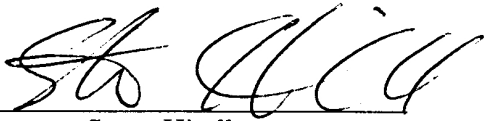
- (i) The terminable allowance specified above does not form part of an employee's salary.
 - (ii) The terminable allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of the Agreement.
 - (iii) Part-time employees shall be entitled to the Terminable Allowance prorated in accordance with their assigned work week.
2. The parties agree that disputes arising from the application of the Memorandum of Understanding may be subject to consultation.
 3. This Memorandum of Understanding expires on September 30, 2002.

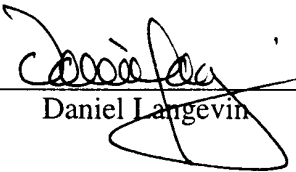
SIGNED AT OTTAWA, this 21st day of the month of December 2000.

THE TREASURY BOARD OF
CANADA

THE PROFESSIONAL
INSTITUTE OF THE PUBLIC
SERVICE OF CANADA


H el ene Laurendeau


Steve Hindle


Daniel Langevin


Danielle Auclair

****APPENDIX "J"**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TREASURY BOARD
(HEREINAFTER CALLED THE EMPLOYER)
AND
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE
OF CANADA
(HEREINAFTER CALLED THE INSTITUTE)
IN RESPECT OF THE
APPLIED SCIENCE AND ENGINEERING (AP) UNIT –
ALLOWANCE FOR THE PATENT GROUP**

Preamble

In an effort to reduce retention and recruitment problems, the employer will provide an Allowance to incumbents of SG-PAT positions for the performance of SG-PAT duties in the Applied Science and Engineering Group.

Eligibility

The following employees shall be entitled to a terminable allowance as shown in note 1:

- employees who are incumbents of positions classified as SG-PAT.

Application

1. Commencing October 1, 2000 and ending September 30, 2002, incumbents of positions identified above shall be eligible to receive a terminable allowance in the following applicable annualized amount to be paid biweekly:

TERMINABLE ALLOWANCE

SG-PAT-1	\$5,000
SG-PAT-2	\$6,692
SG-PAT-3	\$7,801
SG-PAT-4	\$8,827
SG-PAT-5	\$10,318
SG-PAT-6	\$11,042
SG-PAT-7	\$11,889

subject to the following conditions:

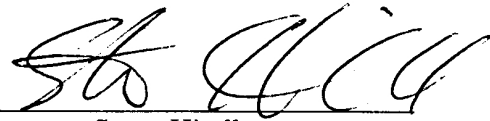
- (i) The terminable allowance specified above does not form part of an employee's salary.
 - (ii) The terminable allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of the Agreement.
 - (iii) Part-time employees shall be entitled to the Terminable Allowance prorated in accordance with their assigned work week.
2. The parties agree that disputes arising from the application of the Memorandum of Understanding may be subject to consultation.
 3. This Memorandum of Understanding expires on September 30, 2002.

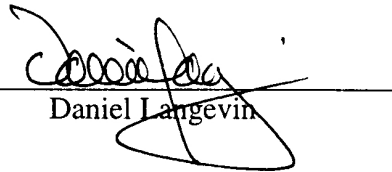
SIGNED AT OTTAWA, this 21st day of the month of December 2000.

THE TREASURY BOARD OF
CANADA

THE PROFESSIONAL
INSTITUTE OF THE PUBLIC
SERVICE OF CANADA


Hélène Laurendeau


Steve Hindle


Daniel Langevin


Danielle Auclair