



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

Group: Audit, Commerce and Purchasing
(all employees)

CODES: 204
309
311

Expiry Date: June 21, 2003

Canada

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Catalogue No. BT 42-311/2003
ISBN 0-660-61879-6

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

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

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**LIST OF CHANGES TO THE COLLECTIVE AGREEMENT
BETWEEN THE TREASURY BOARD AND THE PROFESSIONAL
INSTITUTE OF THE PUBLIC SERVICE OF CANADA -
AUDIT, COMMERCE AND PURCHASING**

**ARTICLE 8
HOURS OF WORK**

**

Terms and Conditions Governing the Administration of Variable Hours of Work

8.06 The Employer and the Institute agree that for those employees to whom the provisions of clause 8.05 apply, the provisions of this Agreement which specifies days shall be converted to hours. Where this Agreement refers to a “day”, it shall be converted to seven and one-half (7 1/2) hours, except in clause 17.02, Bereavement Leave with pay, where a day means a calendar day. Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

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

(a) **Interpretation and Definitions (paragraph 2.01(e))**

“Daily rate of pay” - shall not apply.

(b) **Overtime (paragraph 9.01(a))**

Overtime shall be compensated for all work performed in excess of an employee’s scheduled hours of work on normal working days.

(c) **Designated Paid Holidays (paragraph 9.01(e))**

A designated paid holiday shall account for seven and one-half (7 1/2) hours.

(d) **Travel (clause 13.01)**

Overtime compensation referred to in clause 13.01 shall only be applicable on a work day for hours in excess of the employee's daily scheduled hours of work.

(e) **Leave**

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

The converted amounts are as follows:

- (i) one and two-thirds ($1 \frac{2}{3}$) days - twelve decimal five zero (12.50) hours;
- (ii) two and one-twelfth ($2 \frac{1}{12}$) days - fifteen decimal six two five (15.625) hours;
- (iii) five-twelfths ($\frac{5}{12}$) day - three decimal one two five (3.125) hours;
- (iv) two and one-half ($2 \frac{1}{2}$) days - eighteen decimal seven five (18.75) hours.

ARTICLE 9

OVERTIME

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

**

- (a) on his normal work day, at the rate of time and one-half ($1 \frac{1}{2}$) for each hour of overtime worked for the first seven and one-half ($7 \frac{1}{2}$) overtime hours worked and double (2) time thereafter;

9.06

**

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed for one meal in the amount of nine dollars and fifty cents (\$9.50), except where free meals are provided. Effective June 22, 2002, this reimbursement is increased to ten dollars (\$10.00). 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 his place of work.

**

- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, he shall be reimbursed for one additional meal in the amount of nine dollars and fifty cents (\$9.50), except where free meals are provided. Effective June 22, 2002, this reimbursement is increased to ten dollars (\$10.00). Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

**ARTICLE 13
TRAVELLING TIME**

**

Effective April 1, 2002

13.09 Travel Status Leave

- (a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for forty (40) nights during a fiscal year shall be granted one (1) day off with pay. The employee shall be credited with one additional day off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) additional nights.
- (b) The maximum number of days off earned under this clause shall not exceed five (5) days in a fiscal year and shall accumulate as compensatory leave with pay.

- (c) This leave with pay is deemed to be compensatory leave and is subject to the clause 9.04.
- (d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.

ARTICLE 14
LEAVE – GENERAL

**

14.09

- (a) When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one day being equal to seven and one-half (7 1/2) hours.
- (b) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
- (c) Notwithstanding the above, in paragraph 17.02, Bereavement Leave with Pay, a “day” will mean a calendar day.

ARTICLE 15
VACATION LEAVE

15.02 Accumulation of Vacation Leave Credits

**

- (c) thirteen decimal seven five (13.75) hours at the employee’s straight-time hourly rate commencing with the month in which the employee’s sixteen (16th) anniversary of service occurs;

**

- (d) fourteen decimal three seven five (14.375) hours at the employee’s straight-time hourly rate commencing with the month in which the anniversary of the employee’s seventeenth (17th) year of service occurs;

**

- (f) sixteen decimal eight seven five (16.875) hours at the employee's straight-time hourly rate commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;

**

- (g) eighteen decimal seven five (18.75) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's twenty-eight (28th) anniversary of service occurs;

**

15.07 Carry-Over and Liquidation of Vacation Leave

- (a) Where in any vacation year all of the vacation leave credited 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 credits. All vacation 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 his certificate of appointment of his 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 his certificate of appointment of his substantive position on March 31st, of the previous vacation year.
- (c) Notwithstanding paragraph (a), if on the date of signing of this Agreement or on the date an employee becomes subject to this Agreement, he or she has more than two hundred and sixty-two point five (262.5) hours of unused vacation leave credits earned during previous years, a minimum of seventy-five (75) hours credit per year shall be granted, or paid in cash by March 31st of each year, until all vacation leave credits in excess of two hundred and sixty-two point five (262.5) hours have been liquidated. Payment shall be in one instalment per year, and shall be at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31st of the applicable previous vacation year.

**

15.17 Appointment from a Separate Employer

The Employer agrees to accept the unused vacation and furlough leave credits up to a maximum of thirty-five (35) days of an employee who resigns from an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

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

**

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

**

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

**

- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the

particular circumstances involved, grant leave with pay for a period greater and/or in a manner different than that provided for in paragraphs 17.02(a) and 17.02(b).

Transitional Provision for clause 17.04

If, on the date of signature of the Memorandum of Agreement modifying the provisions of clause 17.04, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, she shall upon request be entitled to the provisions of this clause. Any application must be received before the termination date of the leave period originally requested.

17.04 Maternity Allowance

(a)

(iii)

(B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;

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

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

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

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

Transitional Provision for clauses 17.06 and 17.07

If, on the date of signature of the Memorandum of Agreement modifying the provisions of clauses 17.06 and 17.07, an employee is currently on parental leave without pay or has requested a period of such leave without pay but has not commenced the leave, he or she shall upon request be entitled to the provisions of these clauses. Any application must be received before the termination date of the leave period originally requested.

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.

- (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*.

17.07 Parental Allowance

(a)

(iii)

- (B) Following his 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 fail to return to work in accordance with section (A) or should he 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 will be indebted to the Employer for an amount determined as follows:

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

however, an employee whose specified period of employment expired and who is rehired by the same department within a period of five (5) days or less is not indebted for the amount if his 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).

**

17.09 Leave Without Pay for the Care of Immediate Family

Transitional provisions

An employee who, on the date of signature of this agreement, is on Leave Without Pay for the Care and Nurturing of the employee's Pre-School Age Children or on Leave Without Pay for the Long-Term Care of a Parent under clauses 17.09 or 17.13 of the agreement expired on 21 June 2000, continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.

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

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

This article is also applicable to employees who have been granted Leave Without Pay for the Care and Nurturing of the employee's Pre-School Age Children or Leave Without Pay for the Long-Term Care of a Parent before the signature of the present agreement and have proceeded on leave on or after the date of signature of this agreement.

Subject to operational requirements, an employee shall be granted leave without pay for the care of immediate family in accordance with the following conditions:

- (a) For the purpose of this clause, family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of spouse or common-law partner) parents (including stepparents or foster parent) or any relative permanently residing in the employee’s household or with whom the employee permanently resides.
- (b) 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;
- (c) leave granted under this clause shall be for a minimum period of three (3) weeks;
- (d) 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;
- (e) 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;
- (f) time spent on such leave shall not be counted for pay increment purposes.

17.12 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), children (including foster children, children of legal or common-law spouse), parents (including stepparents or foster parents), or any relative permanently residing in the employee’s household or with whom the employee permanently resides.

(b)

**

- (i) an employee is expected to make every reasonable effort to schedule medical or dental appointments for family members to

minimize or preclude his 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 by himself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;

**

- (iii) two (2) 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;

**

17.13 Volunteer Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, one (1) day of leave with pay to work as a volunteer for a charitable or community organisation or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign;

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

17.16 Injury-on-Duty Leave With Pay

**

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, providing, however, that such amount does not stem from a personal disability policy for which the employer or the employee's agent paid the premium.

**

17.19 Maternity-related Reassignment or Leave

- (a) An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing,

continuing any of her current functions may pose a risk to her health or that of the foetus or child.

- (b) An employee's request under clause 44.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.
- (c) An employee who has made a request under clause 44.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
 - (i) modifies her job functions or reassigns her,
 - or
 - (ii) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- (d) Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.
- (e) Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.
- (f) An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

- (g) Notwithstanding paragraph (e), for an employee working in an institution where she is in direct and regular contact with offenders, if the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence with pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than at the time the employee proceeds on Maternity Leave Without Pay or the termination date of the pregnancy, whichever comes first (1st).

**

17.20 Medical Appointment for Pregnant employees

- (a) Up to half (1/2) a day of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.
- (b) Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

17.21 Leave With or Without Pay for Other Reasons

**

(b) **Personal Leave**

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, one (1) day of leave with pay for reasons of a personal nature.

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

ARTICLE 18
CAREER DEVELOPMENT

18.03 Attendance at Conferences and Conventions

**

- (a) Career development refers to an activity which is in the opinion of the Employer likely to be of assistance to the individual in furthering his career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
- (i) a course given by the Employer;
 - (ii) a course offered by a recognized academic institution;
 - (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.

ARTICLE 19
SEVERANCE PAY

19.01

**

(b) **Resignation**

On resignation, subject to paragraph 19.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (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.

**

19.02 The period of continuous employment used in the calculation of severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 19.01 be pyramided.

ARTICLE 21
REGISTRATION FEES

**

Clauses 21.02, 21.03 and 21.04 apply to employees classified as AU in the Audit, Commerce and Purchasing Group.

Effective January 1, 2002

21.02 The Employer shall reimburse an employee his annual membership fees paid to either the Institute of Chartered Accountants (CA), the Society of Management Accountants (CMA) or the Association of Certified General Accountants (CGA), when the payment of such fees is a requirement for the continuation of the performance of the duties of his position.

21.03 When the payment of such fees is not a requirement for the continuation of the performance of the duties of an employee's position, but eligibility for a professional accounting designation from one of these associations is a qualification specified in the Standards for Selection and Assessment for the Auditing group, the Employer shall reimburse the employee for his annual membership fees paid to one of the associations referred to in clause 21.02 to a maximum of eight hundred dollars (\$800).

21.04 Upon receipt of proof of payment, the reimbursement will commence with fees that become due and are paid following that date. Reimbursement covered by this Article does not include arrears of previous years' dues.

ARTICLE 23
TECHNOLOGICAL CHANGE

**

23.02 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;

and

- (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.

ARTICLE 25 RECOGNITION

**

25.01 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 16, 1999 covering employees of the Audit, Commerce and Purchasing (AV) Group.

ARTICLE 26 CHECK-OFF

**

26.04 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 he 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.

ARTICLE 35 NATIONAL JOINT COUNCIL AGREEMENTS

**

35.03 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) Public Service Health Care Plan Directive;
- (9) Relocation Policy;
- (10) Commuting Assistance Policy;
- (11) Bilingualism Bonus Policy;

Health/Safety Standards (13 to 28)

- (13) Boilers and Pressure Vessels;
- (14) Dangerous Substances;
- (15) Electrical;
- (16) Elevating Devices;
- (17) First Aid;
- (18) Hand Tools and Portable Power Tools;
- (19) Hazardous Confined Spaces;
- (20) Machine Guarding;
- (21) Materials Handling;
- (22) Motor Vehicle Operations;

- (23) Noise Control and Hearing Conservation;
- (24) Personal Protective Equipment;
- (25) Pesticides;
- (26) Elevated Work Structures;
- (27) Use and Occupancy of Buildings;
- (28) 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 34.01 of the Article on grievance procedure in this Collective Agreement.

ARTICLE 36 JOINT CONSULTATION

**

36.05 The Institute shall notify the Employer in writing of the representatives authorized to act on behalf of the Institute for consultations purposes.

ARTICLE 37 STANDARDS OF DISCIPLINE

**

37.02 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 a minimum of one (1) working day's notice of such meeting.

**ARTICLE 39
PART-TIME EMPLOYEES**

39.13 Vacation Leave

**

- (c) when the entitlement is thirteen decimal seven five (13.75) hours a month, .367 multiplied by the number of hours in the employee's work week per month;

**

- (d) when the entitlement is fourteen decimal three seven five (14.375) hours a month, .383 multiplied by the number of hours in the employee's work week per month;

**

- (f) when the entitlement is sixteen decimal eight seven five (16.875) hours a month, .450 multiplied by the number of hours in the employee's workweek per month;

**ARTICLE 40
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

40.02

**

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

40.03

**

- (c) When an employee disagrees with the assessment and/or the appraisal of his work, he shall have the right to present written counter arguments to the manager(s) or committee(s) responsible for the assessment and/or appraisal. An employee has the right to make written comments to be attached to the performance review form.

**ARTICLE 42
SEXUAL HARASSMENT**

**

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

**ARTICLE 43
NO DISCRIMINATION**

**

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

**ARTICLE 44
PENOLOGICAL FACTOR ALLOWANCE**

**

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

**Penological Factor (X)
Type of Institution**

Effective Date of Signing:

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

Effective June 22, 2002:

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

**

44.04

Effective Date of Signing:

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

Effective June 22, 2002:

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

**ARTICLE 45
PAY ADMINISTRATION**

**

45.07 Acting Pay

When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for three (3) consecutive working days, the employee shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he 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.

ARTICLE 48

DURATION

**

48.01 The duration of this Collective Agreement shall be from the date it is signed to June 21, 2003.

**

48.03 The provisions of this Collective Agreement shall be implemented by the parties within a period of one hundred and twenty (120) days from the date of its execution.

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

****APPENDIX "A"**

AUDITING (AU)
ANNUAL RATES OF PAY
(in dollars)

- A) Effective June 22, 2000**
B) Effective June 22, 2001
C) Effective June 22, 2002

AU - 1

From:	\$	37534	39234	40933	42621	44317	46012	47711	49408
To:	A	38735	40489	42243	43985	45735	47484	49238	50989
	B	39820	41623	43426	45217	47016	48814	50617	52417
	C	40816	42664	44512	46347	48191	50034	51882	53727

AU - 2

From:	\$	47127	48796	50473	52152	53830	55508	57185
To:	A	48635	50357	52088	53821	55553	57284	59015
	B	49997	51767	53546	55328	57108	58888	60667
	C	51247	53061	54885	56711	58536	60360	62184

AU - 3

From:	\$	53719	55924	58017	60007	61994	63982
To:	A	55438	57714	59874	61927	63978	66029
	B	56990	59330	61550	63661	65769	67878
	C	58415	60813	63089	65253	67413	69575

AU - 4

From:	\$	61267	63088	65371	67616	69866	72115
To:	A	63228	65107	67463	69780	72102	74423
	B	64998	66930	69352	71734	74121	76507
	C	66623	68603	71086	73527	75974	78420

AU - 5

From:	\$	67897	70177	72462	74748	77032	79315
To:	A	70070	72423	74781	77140	79497	81853
	B	72032	74451	76875	79300	81723	84145
	C	73833	76312	78797	81283	83766	86249

AU - 6

From:	\$	74458	77011	79548	82088	84629	87170
To:	A	76841	79475	82094	84715	87337	89959
	B	78993	81700	84393	87087	89782	92478
	C	80968	83743	86503	89264	92027	94790

****APPENDIX "A"**

COMMERCE (CO)
ANNUAL RATES OF PAY
(in dollars)

- A) **Effective June 22, 2000**
B) **Effective June 22, 2001**
C) **Effective June 22, 2002**

CO-DEV/PER

From:	\$	20432	to	43803	(\$10 INCREMENTS)
To:	A	21086	to	45205	(\$10 INCREMENTS)
	B	21676	to	46471	(\$10 INCREMENTS)
	C	22218	to	47633	(\$10 INCREMENTS)

CO-01

From:	\$	37999	39795	41586	43385	45171	46971	48762	50555
To:	A	39215	41068	42917	44773	46616	48474	50322	52173
	B	40313	42218	44119	46027	47921	49831	51731	53634
	C	41321	43273	45222	47178	49119	51077	53024	54975

CO-02

From:	\$	49535	52117	54696	57279	59854	62436	65011	67598
To:	A	51120	53785	56446	59112	61769	64434	67091	69761
	B	52551	55291	58026	60767	63499	66238	68970	71714
	C	53865	56673	59477	62286	65086	67894	70694	73507

From:	\$	70176
To:	A	72422
	B	74450
	C	76311

CO-03

From:	\$	60713	63587	66458	69329	72201	75072	77772
To:	A	62656	65622	68585	71548	74511	77474	80261
	B	64410	67459	70505	73551	76597	79643	82508
	C	66020	69145	72268	75390	78512	81634	84571

CO-04

From:	\$	69317	72455	75561	78482	81400	84319
To:	A	71535	74774	77979	80993	84005	87017
	B	73538	76868	80162	83261	86357	89453
	C	75376	78790	82166	85343	88516	91689

PAY NOTES

**

2. An employee being paid in the CO (Development) scale of rates shall be paid as follows:
 - (a) Effective June 22, 2000 or date of appointment whichever is later, paid in the “A” scale of rates which is three point two per cent (3.2%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10).
 - (b) Effective June 22, 2001 or date of appointment whichever is later, paid in the “B” scale of rates which is two point eight per cent (2.8%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10).
 - (c) Effective June 22, 2002 in the “C” scale of rates which is two point five per cent (2.5%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10).

****APPENDIX "A"**

PURCHASING AND SUPPLY (PG)
ANNUAL RATES OF PAY
(in dollars)

- A) Effective June 22, 2000**
- B) Effective June 22, 2001**
- C) Effective June 22, 2002**

PG - TECHNOLOGICAL INSTITUTE RECRUITMENT

From: \$	17896	to	27069
To: A	18469	to	27935
	B 18986	to	28717
	C 19461	to	29435

* (with increments of \$60)

PG - DEVELOPMENT

From: \$	19832	to	30469
To: A	20467	to	31444
	B 21040	to	32324
	C 21566	to	33132

* (with increments of \$60)

PG-01

From: \$	23211	24706	26209	27704	29202	30689	32187	33684
To: A	23954	25497	27048	28591	30136	31671	33217	34762
	B 24625	26211	27805	29392	30980	32558	34147	35735
	C 25241	26866	28500	30127	31755	33372	35001	36628

From: \$	35181	36680	38176
To: A	36307	37854	39398
	B 37324	38914	40501
	C 38257	39887	41514

PG-02

From: \$	38357	40058	41767	43469
To: A	39584	41340	43104	44860
	B 40692	42498	44311	46116
	C 41709	43560	45419	47269

PG-03

From: \$	42687	44598	46502	48400
To: A	44053	46025	47990	49949
B	45286	47314	49334	51348
C	46418	48497	50567	52632

PG-04

From: \$	50647	52906	55173	57442
To: A	52268	54599	56939	59280
B	53732	56128	58533	60940
C	55075	57531	59996	62464

PG-05

From: \$	59599	62277	64951	67454
To: A	61506	64270	67029	69613
B	63228	66070	68906	71562
C	64809	67722	70629	73351

PG-06*

From: \$	67231	68600	69869	71136	72407	73666	74931
To: A	69382	70795	72105	73412	74724	76023	77329
B	71325	72777	74124	75468	76816	78152	79494
C	73108	74596	75977	77355	78736	80106	81481

* Performance Pay – to apply to employees subject to the *Performance Pay Regulations*

PAY NOTES

PAY INCREMENT

Full-Time Employees

PAY ADJUSTMENT (PG-TIRL AND PG-DEV)

**

4. An employee being paid in the Purchasing and Supply - Technological Institute Recruitment or Development ranges shall be paid as follows:
 - (a) Effective June 22, 2000 or date of appointment whichever is later, paid in the "A" scale of rates which is three point two per cent (3.2%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10).
 - (b) Effective June 22, 2001 or date of appointment whichever is later, paid in the "B" scale of rates which is two point eight per cent (2.8%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10).
 - (c) Effective June 22, 2002 in the "C" scale of rates which is two point five per cent (2.5%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10).

****APPENDIX “B”**

WORK FORCE ADJUSTMENT

General

Application

**

This Appendix applies to all employees.

Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

Collective agreement

**

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

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

Objectives

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

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

Definitions

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

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

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

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

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

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

**

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

Guarantee of a reasonable job offer (*garantie d'une offre d'emploi raisonnable*) – is a guarantee of an offer of indeterminate employment within the public service provided by the deputy head to an indeterminate employee who is affected by work force adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they

know or can predict employment availability in the public service. Surplus employees in receipt of this guarantee will not have access to the Options available in Part VI of this Appendix.

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

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

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

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

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

Pay (*rémunération*) – has the same meaning as “rate of pay” in the employee’s collective agreement.

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

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

Reasonable job offer (*offre d'emploi raisonnable*) – is an offer of indeterminate employment within the public service, normally at an equivalent level but could

include lower levels. Surplus employees must be both trainable and mobile. Where practicable, a reasonable job offer shall be within the employee's headquarters as defined in the Travel Directive. In Alternative Delivery situations, a reasonable offer is one that meets the criteria set out in Type 1 and Type 2 of Part VII of this Appendix.

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

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

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

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

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

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

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

Transition Support Measure (*mesure de soutien à la transition*) – is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The Transition Support Measure is a cash

payment based on the employee's years of service in the public service, as per Annex "B".

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

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

Authorities

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

Monitoring

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

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

References

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

Canada Labour Code, Part I.

Financial Administration Act, section 11.

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

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

Public Service Employment Act, section 29.

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

Public Service Staff Relations Act, sections 48.1 and 49.

Public Service Superannuation Act, section 40.1.

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

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

Enquiries

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

Responsible officers in departmental headquarters may, in turn, direct questions regarding the application of this Appendix to the Transition and Work-Life Policies Group, Human Resources Branch, Treasury Board Secretariat.

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

Part I

Roles and responsibilities

1.1 Departments

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

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

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

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

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

**

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

Such a communication shall also indicate if the employee:

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

or

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

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

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

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

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

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

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

1.1.12 The home department shall recommend in writing to the PSC whether the employee is suitable for appointment. Where an employee is not considered suitable for appointment, the department shall advise the employee and PIPSC of that recommendation. The department shall send to the employee a copy of the written communication to the Public Service Commission, indicating the reasons for the recommendation together with any enclosures. The department shall also advise the employee that he or she may make oral or written submissions about

the matter to the Public Service Commission before the PSC makes its decision. Where the Public Service Commission does not accept the department's recommendation, the department shall provide the surplus period required under this Appendix, beginning on the date the department is advised of the decision. The department shall so advise the employee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) the work force adjustment situation and its effect on that individual;
- (b) the work force adjustment Appendix;
- (c) the PSC's Priority Administration System and how it works from the employee's perspective (referrals, interviews or "boards", feedback to the

employee, follow-up by the PSC, how the employee can obtain job information and prepare for an interview, etc.);

- (d) preparation of a curriculum vitae or resume;
 - (e) preparation for an interview with the PSC;
 - (f) the employee's rights and obligations;
 - (g) the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
 - (h) alternatives that might be available to the employee (alternation, appointment, relocation, retraining, lower-level employment, term employment, retirement including possibility of waiver of penalty if entitled to an annual allowance, Transition Support Measure, Education Allowance, resignation, accelerated lay-off);
 - (i) the likelihood that the employee will be successfully appointed;
 - (j) the meaning of a guarantee of reasonable job offer, a Twelve-month surplus priority period in which to secure a reasonable job offer, a Transition Support Measure, an Education Allowance;
 - (k) the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
 - (l) preparation for interviews with prospective employers;
 - (m) repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
- and
- (n) advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity.

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

1.1.37 Severance pay and other benefits flowing from other clauses in this collective agreement are separate from, and in addition to, those in this Appendix.

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

1.2 The Treasury Board Secretariat

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

- (a) investigate and seek to resolve situations referred by the PSC or other parties,

and
- (b) consider departmental requests for retraining resources.

1.3 The Public Service Commission

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

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

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

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

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

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

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

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

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

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

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

1.4 Employees

1.4.1 Employees have the right to be represented by PIPSC in the application of this Appendix.

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

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

1.4.3 Opting employees are responsible for:

- (a) considering the Options of Part VI of this Appendix;
- (b) communicating their choice of Options, in writing, to their manager no later than 90 days after being declared opting.

Part II

Official notification

2.1 Department

**

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

2.1.2 In any work force adjustment situation which is likely to involve ten or more indeterminate employees covered by this Appendix, the department concerned shall notify the Director, Transition and Work-Life Policies Group, Human Resources Management Division, Human Resources Branch, Treasury

Board Secretariat, in confidence, at the earliest possible date and under no circumstances less than 96 hours before the situation is announced. The department shall send a copy of the advice to the Director General, Recruitment Programs and Priority Administration Directorate, Resourcing and Learning Branch, Public Service Commission.

2.2 Treasury Board Secretariat

2.2.1 Upon notification by the department concerned in 2.1.2 above, and under no circumstances less than 48 hours before the situation is announced, the Director, Transition and Work-Life Policies Group, Human Resources Management Division, Human Resources Branch, Treasury Board Secretariat shall inform, in writing and in confidence, the chief executive officer of PIPSC. This information is to include the identity and location of the work unit(s) involved; the expected date of the announcement; the anticipated timing of the situation; and the numbers of employees, by group and level, who will be affected.

Part III

Relocation of a work unit

3.1 General

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

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

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

3.1.4 Although departments will endeavour to respect employee location preferences, nothing precludes the department from offering the relocated position to employees in receipt of a guarantee of a reasonable job offer from their deputy

heads, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

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

Part IV Retraining

4.1 General

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

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

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

**

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

4.2 Surplus employees

4.2.1 A surplus employee is eligible for retraining providing:

- (a) retraining is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates;
- and
- (b) there are no other available priority persons who qualify for the position.

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

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

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

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

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

**

4.2.7 In addition to all other rights and benefits granted pursuant to this section, an employee who is guaranteed a reasonable job offer, is also guaranteed, subject to the employee's willingness to relocate, training to prepare the surplus employee for appointment to a position pursuant to section 4.1.1, such training to continue for one year or until the date of appointment to another position, whichever comes first. Appointment to this position is subject to successful completion of the training.

4.3 Laid-off persons

**

4.3.1 A laid-off person shall be eligible for retraining providing:

- (a) retraining is needed to facilitate the appointment of the individual to a specific vacant position;
- (b) the individual meets the minimum requirements set out in the relevant Selection Standard for appointment to the group concerned;
- (c) there are no other available persons with a priority who qualify for the position;

and

- (d) the appointing department cannot justify a decision not to retrain the individual.

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

Part V

Salary protection

5.1 Lower-level position

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

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

Part VI

Options for employees

6.1 General

**

6.1.1 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict employment availability. A Deputy Head who cannot provide such a guarantee

shall provide his or her reasons in writing, if requested by the employee. Employees in receipt of this guarantee would not have access to the choice of Options below.

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

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

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

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

6.2 Alternation

6.2.1 All departments must participate in the alternation process.

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

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

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

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

6.2.6 The opting employee moving into the unaffected position must meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position,

except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five days of the alternation.

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

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

6.3 Options

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

(a)

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

**

- (ii) At the request of the employee, this twelve (12) month surplus priority period shall be extended by the unused portion of the ninety (90) day opting period referred to in 6.1.2 which remains once the employee has selected in writing option (a).
- (iii) When a surplus employee who has chosen, or who is deemed to have chosen, Option (a) offers to resign before the end of the twelve-month surplus priority period, the deputy head may authorise a lump-sum payment equal to the surplus employee’s regular pay for the balance of the surplus period, up to a maximum of six months. The amount of the lump sum payment for the pay in lieu cannot exceed the maximum of that which he

or she would have received had they chosen Option (b), the Transition Support Measure.

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

or

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

or

**

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

- (i) resign from the public service but be considered to be laid-off for severance pay purposes on the date of their departure;

or

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

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

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

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

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

**

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

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

**

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

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

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

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

6.4 Retention payment

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

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

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

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

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

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

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

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

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

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

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

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

Part VII

Special provisions regarding alternative delivery initiatives

Preamble

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

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

**

The parties recognise:

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

**

For Employees’ Information Purposes Only

For information with respect to accrued benefits, refer to Section 11(10) of the *Financial Administration Act* (FAA).

7.1 Definitions

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

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

For the purposes of this part, a **termination of employment** (*licenciement du fonctionnaire*) is the termination of employment referred to in paragraph 11(2)(g.1) of the *Financial Administration Act* (FAA).

7.2 General

**

Departments will, as soon as possible after the decision is made to proceed with an ASD initiative, and if possible, not less than 180 days prior to the date of transfer, provide notice to PIPSC.

The notice to PIPSC will include:

- (a) the program being considered for ASD,
- (b) the reason for the ASD,
- and
- (c) the type of approach anticipated for the initiative.

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

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

1. Commercialisation

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

2. **Creation of a new Agency**

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

3. **Transfer to existing employers**

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

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

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

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

(a) Type 1 (Full Continuity)

Type 1 arrangements meet all of the following criteria:

- (i) legislated successor rights apply. Specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;
- (ii) the *Public Service Terms and Conditions of Employment Regulations*, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer;

- (iii) recognition of continuous employment in the public service, as defined in the *Public Service Terms and Conditions of Employment Regulations*, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;
 - (iv) pension arrangements according to the Statement of Pension Principles set out in Annex "A", or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to section 7.7.3;
 - (v) transitional employment guarantee: a two-year minimum employment guarantee with the new employer;
 - (vi) coverage in each of the following core benefits: health benefits, long term disability insurance (LTDI) and dental plan;
 - (vii) short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to maximum of the new employer's LTDI waiting period.
- (b) Type 2 (Substantial Continuity)
- Type 2 arrangements meet all of the following criteria:
- (i) the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is 85 per cent or greater of the group's current federal hourly remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are the same;
 - (ii) the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is 85 per cent or greater of federal annual remuneration (= per cent or greater of federal annual remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are different;
 - (iii) pension arrangements according to the Statement of Pension Principles as set out in Annex "A", or in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to section 7.7.3;

- (iv) transitional employment guarantee: employment tenure equivalent to that of the permanent work force in receiving organizations or a two-year minimum employment guarantee;
 - (v) coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
 - (vi) short-term disability arrangement.
- (c) Type 3 (Lesser Continuity)

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

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

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

7.3 Responsibilities

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

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

7.4 Notice of alternative delivery initiatives

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

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

7.5 Job offers from new employers

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

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

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

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

7.6 Application of other provisions of the Appendix

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

7.7 Lump-sum payments and salary top-up allowances

7.7.1 Employees who are subject to this Appendix (see Application) and who accept the offer of employment from the new employer in the case of Type 2 transitional employment arrangements will receive a sum equivalent to three months pay, payable upon the day on which the departmental work or function is transferred to the new employer. The home department will also pay these employees an 18-month salary top-up allowance equivalent to the difference between the remuneration applicable to their public service position and the salary applicable to their position with the new employer. This allowance will be paid as a lump-sum, payable on the day on which the departmental work or function is transferred to the new employer.

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

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

7.7.4 Employees who accept an offer of employment from the new employer in the case of Type 3 transitional employment arrangements will receive a sum equivalent to six months pay payable on the day on which the departmental work or function is transferred to the new employer. The home department will also pay these employees a 12-month salary top-up allowance equivalent to the difference between the remuneration applicable to their public service position and the salary applicable to their position with the new employer. The allowance will be paid as a lump-sum, payable on the day on which the departmental work or function is transferred to the new employer. The total of the lump-sum payment and the

salary top-up allowance provided under this section will not exceed an amount equivalent to one year's pay.

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

7.8 Reimbursement

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

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

7.9 Vacation leave credits and severance pay

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

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

7.9.3 Where:

- (a) the conditions set out in 7.9.2 are not met,
- (b) the severance provisions of this collective agreement are extracted from this collective agreement prior to the date of transfer to another non-federal public sector employer,
- (c) the employment of an employee is terminated pursuant to the terms of section 7.5.1,

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

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

Annex “A” – Statement of pension principles

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

Annex “B”

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

Years of Service in the Public Service	Transition Support Measure (TSM) (Payment in weeks' pay)
36	31
37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	07
45	04

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

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

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** Two (2) asterisks denote changes from the previous Collective Agreement.

*** Three (3) asterisks denote changes to the previous Collective Agreement negotiated during this round of negotiations and implemented as of 31 January 2001.

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 described in the certificate issued by the Public Service Staff Relations Board on June 16, 1999, covering employees of the Audit, Commerce and Purchasing Group.

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 units are employed.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) **“bargaining unit”** means the employees of the Employer in the group described in Article 25 – Recognition;
- (b) **“common-law spouse”** a common-law spouse relationship exists when, for a continuous period of at least one (1) year, an employee has lived with a person, publicly represented that person to be his/her spouse and continues to live with the person as if that person were his/her spouse;
- (c) **“compensatory leave”** means leave with pay in lieu of cash payment for overtime, work performed on a designated holiday, travelling time compensated at overtime rate, call-back and reporting pay. The duration of such leave will be equal to the time compensated or the minimum time entitlement multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee’s hourly rate of pay as calculated from the classification

prescribed in the employee's certificate of appointment on the day immediately prior to the day on which leave is taken;

- (d) **“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;
- (e) **“daily rate of pay”** means an employee's weekly rate of pay divided by five (5);
- (f) **“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 the duties of the employee's position other than by reason of the employee being on leave;
- (g) **“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;
- (h) **“double time”** means two (2) times the employee's hourly rate of pay;
- (i) **“employee”** means a person so defined by the *Public Service Staff Relations Act* and who is a member of the bargaining unit;
- (j) **“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;
- (k) **“headquarters area”** has the same meaning as given to the expression in the Travel Policy;
- (l) **“hourly rate of pay”** means a full-time employee's weekly rate of pay divided by thirty-seven and one-half (37 1/2);
- (m) **“Institute”** means the Professional Institute of the Public Service of Canada;
- (n) **“lay-off”** means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;
- (o) **“leave”** means authorized absence from duty by an employee during the employee's regular or normal hours of work;

- (p) **“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;
- (q) **“overtime”** means work required by the Employer, to be performed by the employee in excess of his daily hours of work;
- (r) **“spouse”** will, when required, be interpreted to include “common-law spouse” except, for the purposes of the Foreign Service Directives, the definition of “spouse” will remain as specified in Directive 2 of the Foreign Service Directive;
- (s) **“straight-time rate”** means the employee’s hourly rate of pay.
- (t) **“time and one-half”** means one and one half (1 1/2) times the employee’s hourly rate of pay;
- (u) **“weekly rate of pay”** means an employee’s annual rate of pay divided by 52.176;

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

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

ARTICLE 3

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**

General

8.01 For the purpose of this Article:

- (a) a week shall consist of seven (7) consecutive days beginning at 00:01 hours Monday and ending at 24:00 hours Sunday;
- (b) the day is a twenty-four (24) hour period commencing at 00:01 hours.

8.02 Employees may be required to submit monthly attendance registers; only those hours of overtime and absences need be specified.

8.03 Where operational requirements permit, the Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.

- 8.04** Except as provided for in clauses 8.05, 8.06 and 8.07:
- (a) the normal work week shall be Monday to Friday inclusive;
 - (b) an employee shall be granted two (2) consecutive days of rest during each seven (7) day period unless operational requirements do not so permit;
 - (c) the scheduled work week shall be thirty-seven and one-half (37 1/2) hours;
 - (d) 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.;
- and
- (e) upon the 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).

Variable Hours of Work

8.05 Compressed Work Week

- (a) Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period of other than five (5) full days provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days the employee works an average of thirty-seven and one-half (37 1/2) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every of fourteen (14), twenty-one (21) or 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 him or her.
- (b) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

**

Terms and Conditions Governing the Administration of Variable Hours of Work

8.06 The Employer and the Institute agree that for those employees to whom the provisions of clause 8.05 apply, the provisions of this Agreement which specifies days shall be converted to hours. Where this Agreement refers to a “day”, it shall be converted to seven and one-half (7 1/2) hours, except in clause 17.02, Bereavement Leave with pay, where a day means a calendar day. Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

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

(a) **Interpretation and Definitions (paragraph 2.01(e))**

“Daily rate of pay” - shall not apply.

(b) **Overtime (paragraph 9.01(a))**

Overtime shall be compensated for all work performed in excess of an employee’s scheduled hours of work on normal working days.

(c) **Designated Paid Holidays (paragraph 9.01(e))**

A designated paid holiday shall account for seven and one-half (7 1/2) hours.

(d) **Travel (clause 13.01)**

Overtime compensation referred to in clause 13.01 shall only be applicable on a work day for hours in excess of the employee’s daily scheduled hours of work.

(e) **Leave**

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

The converted amounts are as follows:

- (i) one and two-thirds ($1 \frac{2}{3}$) days - twelve decimal five zero (12.50) hours;
- (ii) two and one-twelfth ($2 \frac{1}{12}$) days - fifteen decimal six two five (15.625) hours;
- (iii) five-twelfths ($\frac{5}{12}$) day - three decimal one two five (3.125) hours;
- (iv) two and one-half ($2 \frac{1}{2}$) days - eighteen decimal seven five (18.75) hours.

ARTICLE 9 OVERTIME

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

**

- (a) on his normal work day, at the rate of time and one-half ($1 \frac{1}{2}$) for each hour of overtime worked for the first seven and one-half ($7 \frac{1}{2}$) overtime hours worked and double (2) time thereafter;
- (b) on his first (1^{st}) day of rest, at time and one-half ($1 \frac{1}{2}$) for each hour of overtime worked;
- (c) on his second (2^{nd}) or subsequent day of rest, at double (2) time for each hour of overtime worked. Second (2^{nd}) or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;
- (d) notwithstanding paragraph (c) 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 ($1 \frac{1}{2}$) for the first (1^{st}) day worked.

- (e)
 - (i) on a designated holiday, compensation shall be granted on the basis of time and one-half (1 1/2) for each hour worked, addition to the compensation that he would have been granted had he not worked on the designated holiday;

or
 - (ii) when an employee works on a holiday, contiguous to a second day of rest on which he also worked and received overtime in accordance with paragraph 9.01(c), he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday, two (2) times his hourly rate of pay for all hours worked.

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

9.03

- (a) 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.
- (b) Subject to the operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to offer overtime work on an equitable basis among readily available qualified employees.

9.04 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.

9.05 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 (1st) pay period after September 30 of the next following fiscal year.

9.06

**

(a) An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed for one meal in the amount of nine dollars and fifty cents (\$9.50), except where free meals are provided. Effective June 22, 2002, this reimbursement is increased to ten dollars (\$10.00). 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 his place of work.

**

(b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, he shall be reimbursed for one additional meal in the amount of nine dollars and fifty cents (\$9.50), except where free meals are provided. Effective June 22, 2002, this reimbursement is increased to ten dollars (\$10.00). Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

(c) Paragraphs 9.06(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 When an employee is called back to work or when an employee who is on stand-by duty is called back to work by the Employer any time outside his normal working hours he shall be entitled to the greater of:

(a) a minimum of three (3) hours' pay at the applicable overtime rate, for each call-back to a maximum of eight (8) hours' pay in an eight (8) hour period,

or

(b) compensation at the applicable overtime rate for each hour worked.

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 (1st) pay period after September 30 of the next following fiscal year.

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

ARTICLE 11

STANDBY

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

11.03 An employee required to be on standby duty shall be available during his period of standby at a known telephone number and be able to return for duty as quickly as possible if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

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

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

ARTICLE 12

DESIGNATED PAID HOLIDAYS

12.01 Subject to clause 12.02 below, 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 (1st) 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 his full working day immediately preceding and his 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 30, Leave for Staff Relations Matters.

12.03 Designated Paid Holiday Falling on a Day of Rest

When a day designated as a paid holiday under clause 12.01 above coincides with an employee's day of rest, the holiday shall be moved to the employee's first (1st) normal working day following his day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

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 above:

- (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.

12.05 Compensation for Work on a Paid Holiday

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

12.06 Designated Paid Holiday Coinciding with a Day of Paid Leave

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 above, the designated paid holiday shall not count as a day of leave.

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

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

- (a) compensation at the applicable overtime rate,
or
- (b) compensation equivalent to four (4) hours' pay at his straight-time rate of pay.

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) 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 above, the travelling time for which an employee shall be compensated is as follows:

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

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 (1st) 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 Articles: 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 the employee is required to attend by the Employer.

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Effective April 1, 2002

13.09 Travel Status Leave

- (a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for forty (40) nights during a fiscal year shall be granted one (1) day off with pay. The employee shall be credited with one additional day off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) additional nights.
- (b) The maximum number of days off earned under this clause shall not exceed five (5) days in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) This leave with pay is deemed to be compensatory leave and is subject to the clause 9.04.
- (d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.

ARTICLE 14

LEAVE – GENERAL

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

14.02 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.

14.03 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 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.

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

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

14.06 When an employee, who has been granted more vacation, furlough or sick leave with pay than has been earned, is laid-off or dies, the employee is considered to have earned the amount of leave with pay that has been granted to that employee.

14.07 In the event of 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 and sick leave taken by the employee, as calculated from the classification prescribed in his certificate of appointment on the date of the termination of his employment.

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

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14.09

(a) When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one day being equal to seven and one-half (7 1/2) hours.

- (b) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
- (c) Notwithstanding the above, in paragraph 17.02, Bereavement Leave with Pay, a “day” will mean a calendar day.

ARTICLE 15
VACATION LEAVE

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

15.02 Accumulation of Vacation Leave Credits

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

- (a) nine decimal three seven five (9.375) hours at the employee’s straight-time hourly rate until the month in which the employee’s eighth (8th) anniversary of service occurs;
- (b) twelve decimal five (12.5) hours at the employee’s straight-time hourly rate commencing the month in which the employee’s eighth (8th) anniversary of service occurs;
- **
- (c) thirteen decimal seven five (13.75) hours at the employee’s straight-time hourly rate commencing with the month in which the employee’s sixteen (16th) anniversary of service occurs;
- **
- (d) fourteen decimal three seven five (14.375) hours at the employee’s straight-time hourly rate commencing with the month in which the anniversary of the employee’s seventeenth (17th) year of service occurs;
- (e) fifteen decimal six two five (15.625) hours at the employee’s straight-time hourly rate commencing with the month in which the anniversary of the employee’s eighteen (18th) year of service occurs;

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- (f) sixteen decimal eight seven five (16.875) hours at the employee's straight-time hourly rate commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;

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- (g) eighteen decimal seven five (18.75) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's twenty-eight (28th) anniversary of service occurs;
- (h) However, an employee who is entitled to or who has received furlough leave shall have the vacation leave credits earned under this Article, reduced by three decimal one two five (3.125) hours per month from the beginning of the month in which the employee completes his or her twentieth (20th) year of continuous employment until the beginning of the month in which the employee completes his or her twenty-fifth (25th) year of continuous employment.

15.03

- (a) For the purpose of clause 15.02 above only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one (1) year following the date of lay-off.
- (b) Notwithstanding paragraph (a) above, an employee who was a member of the PG bargaining unit on May 17, 1989 or an employee who became a member of the PG bargaining unit between May 17, 1989 and May 31, 1990 shall retain, for the purpose of "service" and of establishing his or her vacation entitlement pursuant to this Article, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the Public Service is terminated.

15.04 Entitlement to Vacation Leave With Pay

An employee is entitled to vacation leave with pay to the extent of his 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.

15.05 Provision for Vacation Leave

- (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- (b) In order to maintain operational requirements, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:
 - (i) to provide an employee's vacation leave in an amount and at such time as the employee may request;
 - (ii) not to recall an employee to duty after he has proceeded on vacation leave.
- (c) The Employer shall give an employee as much notice as is practicable and reasonable of approval, denial or cancellation of a request for vacation or furlough leave. In the case of denial, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.

15.06 Replacement of Vacation Leave

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

- (a) is granted bereavement leave,
or
- (b) is granted leave with pay because of illness in the immediate family,
or
- (c) is granted sick leave on production of a medical certificate,
or
- (d) is granted court leave in accordance with clause 17.14,

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

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15.07 Carry-Over and Liquidation of Vacation Leave

- (a) Where in any vacation year all of the vacation leave credited 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 credits. All vacation 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 his certificate of appointment of his 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 his certificate of appointment of his substantive position on March 31st, of the previous vacation year.
- (c) Notwithstanding paragraph (a), if on the date of signing of this Agreement or on the date an employee becomes subject to this Agreement, he or she has more than two hundred and sixty-two point five (262.5) hours of unused vacation leave credits earned during previous years, a minimum of seventy-five (75) hours credit per year shall be granted, or paid in cash by March 31st of each year, until all vacation leave credits in excess of two hundred and sixty-two point five (262.5) hours have been liquidated. Payment shall be in one instalment per year, and shall be at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31st of the applicable previous vacation year.

15.08 Recall From Vacation Leave

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

- (a) in proceeding to his place of duty,

and

- (b) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled,

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

15.09 The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 15.08 above to be reimbursed for reasonable expenses incurred by him.

15.10 Cancellation of Vacation Leave

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

15.11 Advance Payments

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.

15.12 Leave When Employment Terminates

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 to his credit by the daily rate of pay as calculated from the classification prescribed in his certificate of appointment on the date of the termination of employment.

15.13 Vacation Leave Credits for Severance Pay

Where the employee requests, the Employer shall grant the employee's 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.

15.14 Abandonment

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

15.15 Recovery on Termination

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 his classification on the date of termination.

15.16 Appointment to a Separate Employer

Notwithstanding clause 15.12, an employee who resigns to accept an appointment with an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* may choose not to be paid for unused vacation and furlough leave credits, provided that the appointing organization will accept such credits.

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15.17 Appointment from a Separate Employer

The Employer agrees to accept the unused vacation and furlough leave credits up to a maximum of thirty-five (35) days of an employee who resigns from an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

ARTICLE 16
SICK LEAVE

16.01 Credits

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.

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) above.

16.04 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.

16.05 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 16.02 above, 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.

16.06 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.

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

16.08 The Employer may for good and sufficient reason, advance sick leave credits to an employee when a previous advance has not been fully reimbursed.

16.09 The Employer agrees that an employee recommended for release from employment pursuant to Section 11(2)(g) of the *Financial Administration Act* for incapacity by reason of ill-health shall not be released at a date earlier than the date at which the employee will have utilized the employee's accumulated sick leave credits.

ARTICLE 17

OTHER LEAVE WITH OR WITHOUT PAY

17.01 Validation

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.

17.02 Bereavement Leave with Pay

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

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- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of five (5) consecutive calendar days which must include the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted

up to three (3) days' leave with pay for the purpose of travel related to the death.

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- (b) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 17.02(a) and 17.02(b), the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

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- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater and/or in a manner different than that provided for in paragraphs 17.02(a) and 17.02(b).

17.03 Maternity Leave without Pay

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

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

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 16, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 16, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

Transitional Provision for clause 17.04

If, on the date of signature of the Memorandum of Agreement modifying the provisions of clause 17.04, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, she shall upon request be entitled to the provisions of this clause. Any application must be received before the termination date of the leave period originally requested.

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 paragraphs (c) to (i), provided that she:

- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
- (ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and

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

(A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;

(B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;

(C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons

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

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

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

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

and
 - (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and

ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.

- (d) At the employee's request, the payment referred to in subparagraph 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 to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.

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

17.05 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 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 Employment Insurance pregnancy benefits,
 - and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 17.04(a), other than those specified in sections (A) and (B) of subparagraph 17.04(a)(iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause 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 *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

Transitional Provision for clauses 17.06 and 17.07

If, on the date of signature of the Memorandum of Agreement modifying the provisions of clauses 17.06 and 17.07, an employee is currently on parental leave without pay or has requested a period of such leave without pay but has not commenced the leave, he or she shall upon request be entitled to the provisions of these clauses. Any application must be received before the termination date of the leave period originally requested.

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 parental leave without pay, unless the return to work date is modified by the approval of another form of leave;

(B) Following his 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 fail to return to work in accordance with section (A) or should he 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 will be indebted to the Employer for an amount determined as follows:

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

however, an employee whose specified period of employment expired and who is rehired by the same department within a period of five (5) days or less is not indebted for the amount if his 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 weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the *Employment Insurance* parental benefits he is eligible to receive and ninety-three per cent (93%) of his weekly rate of pay less any other monies earned during this period which may result in a decrease in *Employment Insurance* benefits to which he 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 is required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

17.08 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:

- (i) fails to satisfy the eligibility requirement specified in subparagraph 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 Employment Insurance parental benefits,

and
- (ii) has satisfied all of the other eligibility criteria specified in paragraph 17.07(a), other than those specified in sections (A) and (B) of subparagraph 17.07(a)(iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause 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 *Employment Insurance Act*, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

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17.09 Leave Without Pay for the Care of Immediate Family

Transitional provisions

An employee who, on the date of signature of this agreement, is on Leave Without Pay for the Care and Nurturing of the employee's Pre-School Age Children or on Leave Without Pay for the Long-Term Care of a Parent under clauses 17.09 or 17.13 of the agreement expired on 21 June 2000, continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.

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

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

This article is also applicable to employees who have been granted Leave Without Pay for the Care and Nurturing of the employee's Pre-School Age Children or Leave Without Pay for the Long-Term Care of a Parent before the signature of the present agreement and have proceeded on leave on or after the date of signature of this agreement.

Subject to operational requirements, an employee shall be granted leave without pay for the care of immediate family in accordance with the following conditions:

- (a) For the purpose of this clause, family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of spouse or common-law partner) parents (including stepparents or foster parent) or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) 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;
- (c) leave granted under this clause shall be for a minimum period of three (3) weeks;
- (d) 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;

- (e) 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;
- (f) 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 paragraphs (a) and (b) of this clause during the employee’s total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.
- (d) Leave granted under paragraph (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 paragraph (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 With Pay for Family-Related Responsibilities

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

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- (i) an employee is expected to make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude his 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 by himself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his 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) two (2) 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) 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) The total leave with pay which may be granted under sub-clauses 17.12(b)(i), (ii), (iii) and (iv) shall not exceed five (5) days in a fiscal year.

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17.13 Volunteer Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, one (1) day of leave with pay to work as a volunteer for a charitable or community organisation or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign;

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

17.14 Court Leave With Pay

The Employer shall grant leave with pay to an employee for the period of time the employee 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,

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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, providing, however, that such

amount does not stem from a personal disability policy for which the employer or the employee's agent paid the premium.

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 Religious Observance

- (a) The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his religious obligations.
- (b) Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave or leave without pay for other reasons in order to fulfill their religious obligations.
- (c) Notwithstanding paragraph 17.18(b), at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.
- (d) An employee who intends to request leave or time off under this Article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

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17.19 Maternity-related Reassignment or Leave

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

- (b) An employee's request under clause 44.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.
- (c) An employee who has made a request under clause 44.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
 - (i) modifies her job functions or reassigns her,
or
 - (ii) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- (d) Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.
- (e) Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.
- (f) An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.
- (g) Notwithstanding paragraph (e), for an employee working in an institution where she is in direct and regular contact with offenders, if the Employer concludes that a modification of job functions or a reassignment that

would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence with pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than at the time the employee proceeds on Maternity Leave Without Pay or the termination date of the pregnancy, whichever comes first (1st).

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17.20 Medical Appointment for Pregnant employees

- (a) Up to half (1/2) a day of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.
- (b) Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

17.21 Leave With or Without Pay for Other Reasons

- (a) At its discretion, the Employer may grant:
 - (i) leave with pay when circumstances not directly attributable to the employee prevent his reporting for duty; such leave shall not be unreasonably withheld;
 - (ii) leave with or without pay for purposes other than those specified in this Agreement.

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(b) **Personal Leave**

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, one (1) day of leave with pay for reasons of a personal nature.

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

ARTICLE 18
CAREER DEVELOPMENT

18.01 General

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.

18.02 Education Leave Without Pay

- (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 him to fill his present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- (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 his 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 he has undertaken to serve after completion of the course,

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

18.03 Attendance at Conferences and Conventions

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- (a) Career development refers to an activity which is in the opinion of the Employer likely to be of assistance to the individual in furthering his career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
 - (i) a course given by the Employer;
 - (ii) a course offered by a recognized academic institution;
 - (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.
- (b) 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.
- (c) 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 his field of specialization, subject to operational constraints.
- (d) The Employer may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.

- (e) 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.
- (f) 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 his field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his payment of convention or conference registration fees and reasonable travel expenses.
- (g) An employee shall not be entitled to any compensation under Articles 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).

18.04 Professional Development

- (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,or
 - (iii) to carry out research in the employee's field of specialization not specifically related to his assigned work projects when in the opinion of the Employer such research is needed to enable the employee to fill his present role more adequately.
- (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) above.

- (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 his normal compensation including any increase for which he 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.

18.05 Selection Criteria

- (a) The Employer shall establish selection criteria for granting leave under clauses 18.02, 18.03 and 18.04. Upon request, a copy of these criteria will be provided to an employee and/or the Institute Representative.
- (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.

18.06 Departmental Career Development Consultation Committee

- (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 Institute representatives 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.

18.07 Joint Institute/Treasury Board Career Development Committee

- (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 his weekly rate of pay:

(a) **Lay-Off**

- (i) On the first (1st) lay-off, two (2) weeks' pay for the first (1st) complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- (ii) On second (2nd) 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 he was granted Severance Pay under subparagraph 19.01(a)(i).

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(b) **Resignation**

On resignation, subject to paragraph 19.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (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.

(c) **Rejection on Probation**

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks' pay.

(d) **Retirement**

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

(e) **Death**

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

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

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

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

prescribed in his certificate of appointment, immediately prior to the termination of his employment.

19.04 Appointment To A Separate Employer Organization

Notwithstanding paragraph 19.01(b) above, an employee who resigns to accept an appointment with an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* may choose not to be paid severance pay provided that the appointing organization will accept the employee's Part I service for its severance pay entitlement.

**ARTICLE 20
STATEMENT OF DUTIES**

20.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his position, including the classification level and, where applicable, the point rating allotted by factor to his position, 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 the employee's payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.

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Clauses 21.02, 21.03 and 21.04 apply to employees classified as AU in the Audit, Commerce and Purchasing Group.

Effective January 1, 2002

21.02 The Employer shall reimburse an employee his annual membership fees paid to either the Institute of Chartered Accountants (CA), the Society of Management Accountants (CMA) or the Association of Certified General Accountants (CGA), when the payment of such fees is a requirement for the continuation of the performance of the duties of his position.

21.03 When the payment of such fees is not a requirement for the continuation of the performance of the duties of an employee's position, but eligibility for a professional accounting designation from one of these associations is a qualification specified in the Standards for Selection and Assessment for the Auditing group, the Employer shall reimburse the employee for his annual membership fees paid to one of the associations referred to in clause 21.02 to a maximum of eight hundred dollars (\$800).

21.04 Upon receipt of proof of payment, the reimbursement will commence with fees that become due and are paid following that date. Reimbursement covered by this Article does not include arrears of previous years' dues.

ARTICLE 22 IMMUNIZATION

22.01 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 23 TECHNOLOGICAL CHANGE

23.01 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 will apply.

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23.02 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;

and

- (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.

23.03 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.

23.04 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 when it will result in significant changes in the employment status or working conditions of the employees.

23.05 The written notice provided for in clause 23.04 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.

23.06 As soon as reasonably practicable after notice is given under clause 23.04, the Employer shall consult meaningfully with the Institute concerning the effects of the technological change referred to in clause 23.04 on each group of employees. Such consultation will include but not necessarily be limited to the following:

- (a) The appropriate 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 of employees.

23.07 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 his substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

ARTICLE 24
SAFETY AND HEALTH

24.01 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 25
RECOGNITION

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25.01 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 16, 1999 covering employees of the Audit, Commerce and Purchasing (AV) Group.

25.02 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 26
CHECK-OFF

26.01 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. 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.

26.02 The Institute shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 26.01.

26.03 For the purpose of applying clause 26.01 above, deductions from pay for each employee in respect of each month will start with the first (1st) full month of employment to the extent that earnings are available.

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26.04 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 he 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.

26.05 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.

26.06 The amounts deducted in accordance with clause 26.01 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.

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

26.08 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.

26.09 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.

ARTICLE 27

USE OF EMPLOYER FACILITIES

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

27.02 The Employer will also continue its present practice of making available to the Institute specific locations on its premises for the placement of reasonable quantities of literature of the Institute.

27.03 A duly accredited representative of the Institute may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case be obtained from the Employer.

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

ARTICLE 28

INFORMATION

28.01 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.

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

28.03 Upon the written request of an employee, the Employer shall make available at a mutually satisfactory time National Joint Council Agreements listed

in clause 35.03, National Joint Council Agreements, which have a direct bearing on the requesting employee's terms and conditions of employment.

ARTICLE 29

EMPLOYEE REPRESENTATIVES

29.01 The Employer acknowledges the right of the Institute to appoint or otherwise select employees as representatives.

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

29.03 The Institute shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 29.02.

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

ARTICLE 30

LEAVE FOR STAFF RELATIONS MATTERS

30.01 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 on his own behalf before the Public Service Staff Relations Board,

and

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

30.02 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.

30.03 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.

30.04 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.

30.05 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.

30.06 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.

30.07 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.
and
- (c) when mutually agreed by the parties, in cases where more than one employee has grieved on the same subject and all grievors are represented by the Institute that one meeting will serve the interests of all grievors.

30.08 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.

30.09 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.

30.10 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.

30.11 Preparatory Contract Negotiations Meetings

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

30.12 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.

30.13 Institute Executive Council Meetings and Conventions

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

30.14 Employee Representatives' Training Courses

- (a) Where operational requirements permit, the Employer will grant leave without pay to employees appointed as Employee Representatives by the Institute, to undertake training sponsored by the Institute related to the duties of a Employee Representative.

- (b) Where operational requirements permit, the Employer will grant leave with pay to employees appointed as Employee Representatives by the Institute, to attend training sessions concerning Employer-employee relations sponsored by the Employer.

ARTICLE 31
JOB SECURITY

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

ARTICLE 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
INTERPRETATION OF AGREEMENT

33.01 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 employees from availing themselves of the grievance procedure provided in this Agreement.

ARTICLE 34
GRIEVANCE PROCEDURE

34.01 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 Part 14 of the NJC by-laws.

34.02 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 an employee, within the time limits prescribed in clause 34.09, gives notice that the employee 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.

34.03 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.

34.04 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 34.18.

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

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

and
- (b) provide the employee with a receipt stating the date on which the grievance was received by the immediate supervisor or local officer-in-charge.

34.06 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.

34.07 Subject to and as provided in Section 91 of the *Public Service Staff Relations Act*, an employee who feels that he has been treated unjustly or considers himself 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 34.03, except that:

- (a) where there is another administrative procedure provided by or under any Act of Parliament to deal with his 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 the employee has the approval of and is represented by the Institute.

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

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

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

34.09 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.

This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Institute.

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

34.11 An employee may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 34.03 above, 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.

34.12 An employee may present a grievance at each succeeding level in the grievance procedure beyond the first (1st) level 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 34.11, within fifteen (15) days after the employee presented the grievance at the previous level.

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

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

34.15 Where a grievance has been presented up to and including the final level 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 level in the grievance process is final and binding and no further action may be taken under the *Public Service Staff Relations Act*.

34.16 Where the provisions of clause 34.03 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 level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present the grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

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

34.18 Where the Employer demotes or terminates an employee for cause pursuant to paragraph 11(2)(f) or (g) of the *Financial Administration Act*, the grievance procedure set forth in this Agreement shall apply, except that:

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

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

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

34.21 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.

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

- (a) the interpretation or application in respect of the employee of a provision of this Collective Agreement or related arbitral award,
or
- (b) disciplinary action resulting in suspension or a financial penalty,

or

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

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

34.23 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him 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 35

NATIONAL JOINT COUNCIL AGREEMENTS

35.01 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.

35.02 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.

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35.03 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;

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- (8) Public Service Health Care Plan Directive;
- (9) Relocation Policy;
- (10) Commuting Assistance Policy;
- (11) Bilingualism Bonus Policy;

Health/Safety Standards (13 to 28)

- (13) Boilers and Pressure Vessels;
- (14) Dangerous Substances;
- (15) Electrical;
- (16) Elevating Devices;
- (17) First Aid;
- (18) Hand Tools and Portable Power Tools;
- (19) Hazardous Confined Spaces;
- (20) Machine Guarding;
- (21) Materials Handling;
- (22) Motor Vehicle Operations;

- (23) Noise Control and Hearing Conservation;
- (24) Personal Protective Equipment;
- (25) Pesticides;
- (26) Elevated Work Structures;
- (27) Use and Occupancy of Buildings;
- (28) 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 34.01 of the Article on grievance procedure in this Collective Agreement.

ARTICLE 36

JOINT CONSULTATION

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

36.02 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.

36.03 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.

36.04 Joint Consultation Committee Meetings

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.

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36.05 The Institute shall notify the Employer in writing of the representatives authorized to act on behalf of the Institute for consultations purposes.

36.06 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.

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

ARTICLE 37

STANDARDS OF DISCIPLINE

37.01 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.

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37.02 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 a minimum of one (1) working day's notice of such meeting.

37.03 When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer shall endeavour to give such notification at the time of suspension.

37.04 The Employer shall notify the local representative of the Institute that such suspension has occurred.

37.05 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.

37.06 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 38

LABOUR DISPUTES

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

ARTICLE 39

PART-TIME EMPLOYEES

39.01 Definition

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*.

39.02 General

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.

39.03 Upon request of an employee and with the concurrence of the Employer, a part-time employee may complete his scheduled weekly hours of work in a manner that permits such an employee to work in excess of seven and one-half (7 1/2) hours in any-one day provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days the part-time employee works an average of his scheduled weekly hours of work. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer.

39.04 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.

39.05 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.

39.06 Designated Holidays

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

39.07 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 12.01 of this Agreement, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work and double (2T) thereafter.

39.08 Overtime

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

(b) In the case of a part-time employee whose hours of work are scheduled in accordance with clause 39.03 above, overtime means authorized work performed in excess of the part-time employee's daily scheduled hours of work, but does not include time worked on a holiday.

39.09 Subject to clause 39.08 a part-time employee who is required to work overtime shall be paid overtime as specified in Article 9 of this Agreement.

39.10 Call-Back

When a part-time employee meets the requirements to receive call-back pay in accordance with Article 10 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

39.11 Reporting Pay

Subject to clause 39.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with the reporting pay provision of this Agreement, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

39.12 Bereavement Leave

Notwithstanding clause 39.02, there shall be no prorating of a “day” in clause 17.02, Bereavement Leave With Pay.

39.13 Vacation Leave

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

- (a) when the entitlement is nine decimal three seven five (9.375) hours a month, .250 multiplied by the number of hours in the employee’s work week per month;
- (b) when the entitlement is twelve decimal five (12.5) hours a month, .333 multiplied by the number of the hours in the employee’s work week per month;
- **
- (c) when the entitlement is thirteen decimal seven five (13.75) hours a month, .367 multiplied by the number of hours in the employee’s work week per month;
- **
- (d) when the entitlement is fourteen decimal three seven five (14.375) hours a month, .383 multiplied by the number of hours in the employee’s work week per month;
- (e) when the entitlement is fifteen decimal six two five (15.625) hours a month, .417 multiplied by the number of hours in employee’s work week per month;

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- (f) when the entitlement is sixteen decimal eight seven five (16.875) hours a month, .450 multiplied by the number of hours in the employee's workweek per month;
- (g) when the entitlement is eighteen decimal seven five (18.75) hours a month, .500 multiplied by the number of hours in the employee's workweek per month;
- (h) however, a part-time employee who has received or is entitled to receive furlough leave shall have his or her vacation leave credits earned reduced by one-twelfth (1/12) of the hours in the part-time workweek, beginning in the month in which the twentieth (20th) anniversary of service occurs until the beginning of the month in which his or her twenty-fifth (25th) anniversary of service occurs.

39.14 Sick Leave

A part-time employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an employee's normal 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.

39.15 Vacation and Sick Leave Administration

- (a) For the purposes of administration of clauses 39.13 and 39.14 of this article, 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.

39.16 Severance Pay

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.

39.17 The weekly rate of pay referred to in clause 39.16 above shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in the employee's certificate of appointment, immediately prior to the termination of employment.

ARTICLE 40

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

40.01 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 the employee's 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.

40.02 Prior to an employee performance review the employee shall be given:

- (a) the evaluation form which will be used for the review;
- (b) any written document which provides instructions to the person conducting the review;

**

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

40.03

- (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 the 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.

The employee shall be provided with a copy of the assessment at the time that 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.

**

- (c) When an employee disagrees with the assessment and/or the appraisal of his work, he shall have the right to present written counter arguments to the manager(s) or committee(s) responsible for the assessment and/or appraisal. An employee has the right to make written comments to be attached to the performance review form.

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

40.05 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 41

EMPLOYMENT REFERENCES

41.01 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 42

SEXUAL HARASSMENT

42.01 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.

42.02

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of paragraph 42.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

**

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

**ARTICLE 43
NO DISCRIMINATION**

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

**

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

**ARTICLE 44
PENOLOGICAL FACTOR ALLOWANCE**

General

A Penological Factor Allowance shall be payable to incumbents in some positions in the bargaining units which are in the Correctional Services of Canada, subject to the following conditions:

44.01 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.

44.02 Degrees of Exposure

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

- Continual - Means fulfillment of the conditions described in clause 44.01 throughout the working day and recurring daily.
- Frequent - Means fulfillment of the conditions described in clause 44.01 for part or parts of the working day and generally recurring daily.
- Limited - Means fulfillment of the conditions described in clause 44.01 on an occasional basis.

**

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

**Penological Factor (X)
Type of Institution**

Effective Date of Signing:

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

Effective June 22, 2002:

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

**

44.04

Effective Date of Signing:

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

Effective June 22, 2002:

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

44.05 Application of PFA

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 44.01 are applicable.

44.06 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.

44.07 Except as prescribed in clause 44.10 below, an employee shall be entitled to receive PFA for any month in which he receives a minimum of ten (10) days’ pay in a position(s) to which PFA applies.

44.08 Except as provided in clause 44.09 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, he shall receive the higher allowance, provided he has performed duties for at least ten (10) days as the incumbent of the position to which the higher allowance applies.

44.09 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 he is temporarily assigned, plus PFA, if applicable, would be less than his basic monthly pay entitlement plus PFA in his regular position, he shall receive the PFA applicable to his regular position.

44.10 An employee will be entitled to receive PFA, in accordance with the PFA applicable to his 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.

44.11 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

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

ARTICLE 45

PAY ADMINISTRATION

45.01 Except as provided in clauses 45.01 to 45.07 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.

45.02 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.

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

45.04 Pay Administration

When two (2) 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 his 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.

45.05 Rates of Pay

- (a) This clause supersedes the Retroactive Remuneration Directives. 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:
- (i) "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the collective agreement is signed or when an arbitral award is rendered therefore;
 - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in case of death the estates of former employees, who were employees in the bargaining unit during the retroactive period;
 - (iii) 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 therefore on the effective date of the revision in rates of pay;
 - (iv) in order for former employees, or in the case of death for the former employees' representatives, to receive payment in accordance with subparagraph (iii), the Employer shall notify by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment after which time any obligation upon the Employer to provide payment ceases;
 - (v) no payment nor notification shall be made pursuant to clause 45.05 for one dollar (\$1.00) or less.

45.06 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.

**

45.07 Acting Pay

When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for three (3) consecutive working days, the employee shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he 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.

**ARTICLE 46
RESTRICTION ON OUTSIDE EMPLOYMENT**

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

**ARTICLE 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 (1) 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 June 21, 2003.

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

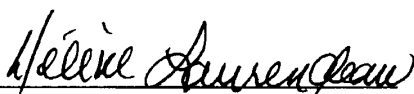
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48.03 The provisions of this Collective Agreement shall be implemented by the parties within a period of one hundred and twenty (120) days from the date of its execution.

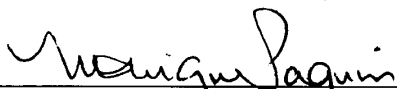
SIGNED AT OTTAWA, this 19th day of the month of December 2001.

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OF
CANADA

THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE
OF CANADA



Hélène Laurendeau



Michèle Demers


Monique Paquin


Nita Saville

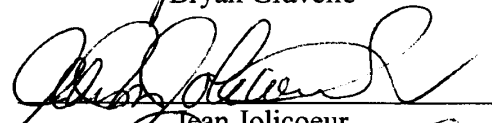

Laudalina Santos-Lanthier


Yvon Brodeur

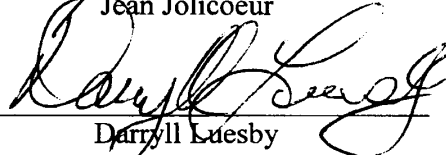

Richard Berriault


Bryan Gravelle, CSA


Brian Goldstein

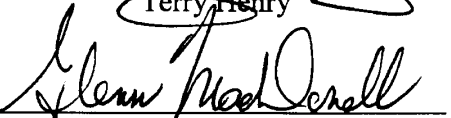

Jean Jolicoeur


Rick Grove



Darryll Luesby


Terry Henry


Bob McKenzie

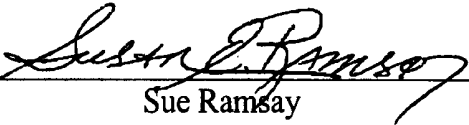

Glenn MacDonell

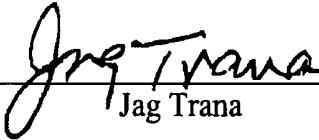

Wes Miller


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Sue Ramsay


Jag Trana


Andy Zajchowski


Michel Charette


Jon Peirce

****APPENDIX "A"**

AUDITING (AU)
ANNUAL RATES OF PAY
(in dollars)

- A) Effective June 22, 2000**
B) Effective June 22, 2001
C) Effective June 22, 2002

AU - 1

From:	\$	37534	39234	40933	42621	44317	46012	47711	49408
To:	A	38735	40489	42243	43985	45735	47484	49238	50989
	B	39820	41623	43426	45217	47016	48814	50617	52417
	C	40816	42664	44512	46347	48191	50034	51882	53727

AU - 2

From:	\$	47127	48796	50473	52152	53830	55508	57185
To:	A	48635	50357	52088	53821	55553	57284	59015
	B	49997	51767	53546	55328	57108	58888	60667
	C	51247	53061	54885	56711	58536	60360	62184

AU - 3

From:	\$	53719	55924	58017	60007	61994	63982
To:	A	55438	57714	59874	61927	63978	66029
	B	56990	59330	61550	63661	65769	67878
	C	58415	60813	63089	65253	67413	69575

AU - 4

From:	\$	61267	63088	65371	67616	69866	72115
To:	A	63228	65107	67463	69780	72102	74423
	B	64998	66930	69352	71734	74121	76507
	C	66623	68603	71086	73527	75974	78420

AU - 5

From:	\$	67897	70177	72462	74748	77032	79315
To:	A	70070	72423	74781	77140	79497	81853
	B	72032	74451	76875	79300	81723	84145
	C	73833	76312	78797	81283	83766	86249

AU - 6

From:	\$	74458	77011	79548	82088	84629	87170
To:	A	76841	79475	82094	84715	87337	89959
	B	78993	81700	84393	87087	89782	92478
	C	80968	83743	86503	89264	92027	94790

PAY NOTES

1. Subject to Note 2 the pay increment period for employees paid in these scales is one (1) year.
2. The pay increment period for an employee appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service, after May 20, 1976 shall be the first (1st) Monday following the pay increment period listed below as calculated from the date of the promotion, demotion or appointment from outside the Public Service.
3. Pay Increment Periods

Full-Time Employees

Level

AU-1 to AU-6 52 weeks

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 (1,950) 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 nineteen hundred and fifty (1,950) hours specified in this clause.

****APPENDIX "A"**

COMMERCE (CO)
ANNUAL RATES OF PAY
(in dollars)

- A) **Effective June 22, 2000**
B) **Effective June 22, 2001**
C) **Effective June 22, 2002**

CO-DEV/PER

From:	\$	20432	to	43803	(\$10 INCREMENTS)
To:	A	21086	to	45205	(\$10 INCREMENTS)
	B	21676	to	46471	(\$10 INCREMENTS)
	C	22218	to	47633	(\$10 INCREMENTS)

CO-01

From:	\$	37999	39795	41586	43385	45171	46971	48762	50555
To:	A	39215	41068	42917	44773	46616	48474	50322	52173
	B	40313	42218	44119	46027	47921	49831	51731	53634
	C	41321	43273	45222	47178	49119	51077	53024	54975

CO-02

From:	\$	49535	52117	54696	57279	59854	62436	65011	67598
To:	A	51120	53785	56446	59112	61769	64434	67091	69761
	B	52551	55291	58026	60767	63499	66238	68970	71714
	C	53865	56673	59477	62286	65086	67894	70694	73507

From:	\$	70176
To:	A	72422
	B	74450
	C	76311

CO-03

From:	\$	60713	63587	66458	69329	72201	75072	77772
To:	A	62656	65622	68585	71548	74511	77474	80261
	B	64410	67459	70505	73551	76597	79643	82508
	C	66020	69145	72268	75390	78512	81634	84571

CO-04

From:	\$	69317	72455	75561	78482	81400	84319
To:	A	71535	74774	77979	80993	84005	87017
	B	73538	76868	80162	83261	86357	89453
	C	75376	78790	82166	85343	88516	91689

PAY NOTES

1. An employee, other than one to whom Note 2 applies, 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 the employee's former rate, except that where an employee, during the retroactive period, 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 rates specified by the regulations for promotion or transfer, the employee 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 the employee was appointed and, at the discretion of the Deputy Head, may be paid at any rate up to and including the rate shown immediately below the rate the employee was receiving.

**

2. An employee being paid in the CO (Development) scale of rates shall be paid as follows:
 - (a) Effective June 22, 2000 or date of appointment whichever is later, paid in the "A" scale of rates which is three point two per cent (3.2%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10).
 - (b) Effective June 22, 2001 or date of appointment whichever is later, paid in the "B" scale of rates which is two point eight per cent (2.8%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10).
 - (c) Effective June 22, 2002 in the "C" scale of rates which is 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 full-time employees in the CO (Development) 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).

4. The pay increment period for full-time employees in levels CO-1 to CO-4 inclusive shall be twelve (12) months and a pay increment shall be to the next rate in the scale of rates.
5. Except for CO (Development), 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 straight-time 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 CO (Development) shall be eligible for a pay increment when the employee has worked a total of nine hundred and seventy-five (975) hours at the straight-time hourly rate of pay during a period of employment provided that a maximum rate for the CO (Development) level is not exceeded. The pay increment date shall be the first (1st) working day following the completion of the hours specified in this clause.
6. For the purposes of administering Note 3 and Note 4, the pay increment date for an employee, appointed on or after April 1, 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 April 1, 1981 remains unchanged.

****APPENDIX "A"**

PURCHASING AND SUPPLY (PG)
ANNUAL RATES OF PAY
(in dollars)

- A) Effective June 22, 2000**
- B) Effective June 22, 2001**
- C) Effective June 22, 2002**

PG - TECHNOLOGICAL INSTITUTE RECRUITMENT

From: \$	17896	to	27069
To: A	18469	to	27935
	B 18986	to	28717
	C 19461	to	29435

* (with increments of \$60)

PG - DEVELOPMENT

From: \$	19832	to	30469
To: A	20467	to	31444
	B 21040	to	32324
	C 21566	to	33132

* (with increments of \$60)

PG-01

From: \$	23211	24706	26209	27704	29202	30689	32187	33684
To: A	23954	25497	27048	28591	30136	31671	33217	34762
	B 24625	26211	27805	29392	30980	32558	34147	35735
	C 25241	26866	28500	30127	31755	33372	35001	36628

From: \$	35181	36680	38176
To: A	36307	37854	39398
	B 37324	38914	40501
	C 38257	39887	41514

PG-02

From: \$	38357	40058	41767	43469
To: A	39584	41340	43104	44860
	B 40692	42498	44311	46116
	C 41709	43560	45419	47269

PG-03

From: \$	42687	44598	46502	48400
To: A	44053	46025	47990	49949
B	45286	47314	49334	51348
C	46418	48497	50567	52632

PG-04

From: \$	50647	52906	55173	57442
To: A	52268	54599	56939	59280
B	53732	56128	58533	60940
C	55075	57531	59996	62464

PG-05

From: \$	59599	62277	64951	67454
To: A	61506	64270	67029	69613
B	63228	66070	68906	71562
C	64809	67722	70629	73351

PG-06*

From: \$	67231	68600	69869	71136	72407	73666	74931
To: A	69382	70795	72105	73412	74724	76023	77329
B	71325	72777	74124	75468	76816	78152	79494
C	73108	74596	75977	77355	78736	80106	81481

* Performance Pay – to apply to employees subject to the *Performance Pay Regulations*

PAY NOTES**PAY INCREMENT****Full-Time Employees**

1.
 - (a) The pay increment period is twenty-six (26) weeks for full-time employees at levels PG-TIRL and PG-DEV and fifty-two (52) weeks for full-time employees at levels PG-1 to PG-6. A pay increment shall be to the next rate in the scale of rates.
 - (b) The pay increment date for a full-time employee, appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after June 27, 1979 shall be the first (1st) Monday following the pay increment period as calculated from the date of the promotion, demotion or appointment from outside the Public Service. The pay increment periods listed in Pay Note 1(a) above will continue to apply to employees appointed prior to June 27, 1979.
2.
 - (a) For employees in the Purchasing and Supply - Technological Institute Recruitment range, an increase at the end of an increment period shall be to a rate in the pay range which is one hundred and twenty dollars (\$120) higher than the rate at which the employee is being paid or, if there is no such rate, to the maximum of the pay range.
 - (b) For employees in the Purchasing and Supply - Development range, an increase at the end of an increment period shall be to a rate in the pay range which is two hundred and forty dollars (\$240) higher than the rate at which the employee is being paid or, if there is no such rate, to the maximum of the pay range.

Part-Time Employees

3. 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.

PAY ADJUSTMENT (PG-TIRL AND PG-DEV)

**

4. An employee being paid in the Purchasing and Supply - Technological Institute Recruitment or Development ranges shall be paid as follows:
 - (a) Effective June 22, 2000 or date of appointment whichever is later, paid in the "A" scale of rates which is three point two per cent (3.2%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10).
 - (b) Effective June 22, 2001 or date of appointment whichever is later, paid in the "B" scale of rates which is two point eight per cent (2.8%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10).
 - (c) Effective June 22, 2002 in the "C" scale of rates which is two point five per cent (2.5%) higher than his former rate of pay, rounded to the nearest ten dollars (\$10).

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General

Application

**

This Appendix applies to all employees.

Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

Collective agreement

**

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

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

Objectives

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

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

Definitions

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

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

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

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

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

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

**

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

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

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

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

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

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

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

Pay (*rémunération*) – has the same meaning as “rate of pay” in the employee’s collective agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorities

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

Monitoring

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

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

References

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

Canada Labour Code, Part I.

Financial Administration Act, section 11.

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

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

Public Service Employment Act, section 29.

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

Public Service Staff Relations Act, sections 48.1 and 49.

Public Service Superannuation Act, section 40.1.

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

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

Enquiries

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

Responsible officers in departmental headquarters may, in turn, direct questions regarding the application of this Appendix to the Transition and Work-Life Policies Group, Human Resources Branch, Treasury Board Secretariat.

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

Part I

Roles and responsibilities

1.1 Departments

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

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

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

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

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

**

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

Such a communication shall also indicate if the employee:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) the work force adjustment situation and its effect on that individual;
- (b) the work force adjustment Appendix;
- (c) the PSC's Priority Administration System and how it works from the employee's perspective (referrals, interviews or "boards", feedback to the employee, follow-up by the PSC, how the employee can obtain job information and prepare for an interview, etc.);
- (d) preparation of a curriculum vitae or resume;
- (e) preparation for an interview with the PSC;
- (f) the employee's rights and obligations;
- (g) the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);

- (h) alternatives that might be available to the employee (alternation, appointment, relocation, retraining, lower-level employment, term employment, retirement including possibility of waiver of penalty if entitled to an annual allowance, Transition Support Measure, Education Allowance, resignation, accelerated lay-off);
 - (i) the likelihood that the employee will be successfully appointed;
 - (j) the meaning of a guarantee of reasonable job offer, a Twelve-month surplus priority period in which to secure a reasonable job offer, a Transition Support Measure, an Education Allowance;
 - (k) the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
 - (l) preparation for interviews with prospective employers;
 - (m) repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
- and
- (n) advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity.

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

1.1.37 Severance pay and other benefits flowing from other clauses in this collective agreement are separate from, and in addition to, those in this Appendix.

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

1.2 The Treasury Board Secretariat

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

(a) investigate and seek to resolve situations referred by the PSC or other parties,

and

(b) consider departmental requests for retraining resources.

1.3 The Public Service Commission

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

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

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

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

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

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

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

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

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

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

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

1.4 Employees

1.4.1 Employees have the right to be represented by PIPSC in the application of this Appendix.

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

- (a) actively seeking alternative employment in co-operation with their departments and the PSC, unless they have advised the department and the PSC, in writing, that they are not available for appointment;
- (b) seeking information about their entitlements and obligations;
- (c) providing timely information to the home department and to the PSC to assist them in their appointment activities (including curriculum vitae or resumes);

- (d) ensuring that they can be easily contacted by the PSC and appointing departments, and attending appointments related to referrals;
- (e) seriously considering job opportunities presented to them (referrals within the home department, referrals from the PSC, and job offers made by departments), including retraining and relocation possibilities, specified period appointments and lower-level appointments.

1.4.3 Opting employees are responsible for:

- (a) considering the Options of Part VI of this Appendix;
- (b) communicating their choice of Options, in writing, to their manager no later than 90 days after being declared opting.

Part II
Official notification

2.1 Department

**

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

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

2.2 Treasury Board Secretariat

2.2.1 Upon notification by the department concerned in 2.1.2 above, and under no circumstances less than 48 hours before the situation is announced, the Director, Transition and Work-Life Policies Group, Human Resources Management Division, Human Resources Branch, Treasury Board Secretariat shall inform, in writing and in confidence, the chief executive officer of PIPSC. This information is to include the identity and location of the work unit(s) involved; the expected date of the announcement; the anticipated timing of the situation; and the numbers of employees, by group and level, who will be affected.

Part III

Relocation of a work unit

3.1 General

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

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

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

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

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

Part IV Retraining

4.1 General

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

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

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

**

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

4.2 Surplus employees

4.2.1 A surplus employee is eligible for retraining providing:

- (a) retraining is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates;
- and
- (b) there are no other available priority persons who qualify for the position.

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

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

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

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

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

**

4.2.7 In addition to all other rights and benefits granted pursuant to this section, an employee who is guaranteed a reasonable job offer, is also guaranteed, subject to the employee's willingness to relocate, training to prepare the surplus employee for appointment to a position pursuant to section 4.1.1, such training to continue for one year or until the date of appointment to another position, whichever comes first. Appointment to this position is subject to successful completion of the training.

4.3 Laid-off persons

**

4.3.1 A laid-off person shall be eligible for retraining providing:

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

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

Part V

Salary protection

5.1 Lower-level position

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

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

Part VI

Options for employees

6.1 General

**

6.1.1 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict employment availability. A Deputy Head who cannot provide such a guarantee shall provide his or her reasons in writing, if requested by the employee. Employees in receipt of this guarantee would not have access to the choice of Options below.

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

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

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

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

6.2 Alternation

6.2.1 All departments must participate in the alternation process.

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

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

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

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

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

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

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

6.3 Options

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

(a)

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

**

- (ii) At the request of the employee, this twelve (12) month surplus priority period shall be extended by the unused portion of the ninety (90) day opting period referred to in 6.1.2 which remains once the employee has selected in writing option (a).
- (iii) When a surplus employee who has chosen, or who is deemed to have chosen, Option (a) offers to resign before the end of the twelve-month surplus priority period, the deputy head may authorise a lump-sum payment equal to the surplus employee’s regular pay for the balance of the surplus period, up to a maximum of six months. The amount of the lump sum payment for the pay in lieu cannot exceed the maximum of that which he or she would have received had they chosen Option (b), the Transition Support Measure.

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

or

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

or

**

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

- (i) resign from the public service but be considered to be laid-off for severance pay purposes on the date of their departure;

or

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

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

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

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

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

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

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

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

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

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

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

6.4 Retention payment

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

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

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

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

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

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

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

- (a) are being relocated,

and

- (b) when the deputy head of the home department decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation,

and

- (c) where the employee has opted not to relocate with the function.

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

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

- (a) where the public service work units are affected by alternative delivery initiatives;
- (b) when the deputy head of the home department decides that, compared to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of the transfer to the new employer;

and

- (c) where the employee has not received a job offer from the new employer or has received an offer and did not accept it.

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

Part VII

Special provisions regarding alternative delivery initiatives

Preamble

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

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

**

The parties recognise:

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

**

For Employees’ Information Purposes Only

For information with respect to accrued benefits, refer to Section 11(10) of the *Financial Administration Act* (FAA).

7.1 Definitions

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

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

For the purposes of this part, a **termination of employment** (*licenciement du fonctionnaire*) is the termination of employment referred to in paragraph 11(2)(g.1) of the *Financial Administration Act* (FAA).

7.2 General

**

Departments will, as soon as possible after the decision is made to proceed with an ASD initiative, and if possible, not less than 180 days prior to the date of transfer, provide notice to PIPSC.

The notice to PIPSC will include:

- (a) the program being considered for ASD,
- (b) the reason for the ASD,
- and
- (c) the type of approach anticipated for the initiative.

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

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

1. Commercialisation

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

2. **Creation of a new Agency**

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

3. **Transfer to existing employers**

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

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

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

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

(a) Type 1 (Full Continuity)

Type 1 arrangements meet all of the following criteria:

- (i) legislated successor rights apply. Specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;
- (ii) the *Public Service Terms and Conditions of Employment Regulations*, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer;

- (iii) recognition of continuous employment in the public service, as defined in the *Public Service Terms and Conditions of Employment Regulations*, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;
 - (iv) pension arrangements according to the Statement of Pension Principles set out in Annex "A", or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to section 7.7.3;
 - (v) transitional employment guarantee: a two-year minimum employment guarantee with the new employer;
 - (vi) coverage in each of the following core benefits: health benefits, long term disability insurance (LTDI) and dental plan;
 - (vii) short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to maximum of the new employer's LTDI waiting period.
- (b) Type 2 (Substantial Continuity)
- Type 2 arrangements meet all of the following criteria:
- (i) the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is 85 per cent or greater of the group's current federal hourly remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are the same;
 - (ii) the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is 85 per cent or greater of federal annual remuneration (= per cent or greater of federal annual remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are different;
 - (iii) pension arrangements according to the Statement of Pension Principles as set out in Annex "A", or in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to section 7.7.3;

- (iv) transitional employment guarantee: employment tenure equivalent to that of the permanent work force in receiving organizations or a two-year minimum employment guarantee;
 - (v) coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
 - (vi) short-term disability arrangement.
- (c) Type 3 (Lesser Continuity)

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

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

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

7.3 Responsibilities

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

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

7.4 Notice of alternative delivery initiatives

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

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

7.5 Job offers from new employers

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

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

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

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

7.6 Application of other provisions of the Appendix

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

7.7 Lump-sum payments and salary top-up allowances

7.7.1 Employees who are subject to this Appendix (see Application) and who accept the offer of employment from the new employer in the case of Type 2 transitional employment arrangements will receive a sum equivalent to three months pay, payable upon the day on which the departmental work or function is transferred to the new employer. The home department will also pay these employees an 18-month salary top-up allowance equivalent to the difference between the remuneration applicable to their public service position and the salary applicable to their position with the new employer. This allowance will be paid as a lump-sum, payable on the day on which the departmental work or function is transferred to the new employer.

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

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

7.7.4 Employees who accept an offer of employment from the new employer in the case of Type 3 transitional employment arrangements will receive a sum equivalent to six months pay payable on the day on which the departmental work or function is transferred to the new employer. The home department will also pay these employees a 12-month salary top-up allowance equivalent to the difference between the remuneration applicable to their public service position and the salary applicable to their position with the new employer. The allowance will be paid as a lump-sum, payable on the day on which the departmental work or function is transferred to the new employer. The total of the lump-sum payment and the

salary top-up allowance provided under this section will not exceed an amount equivalent to one year's pay.

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

7.8 Reimbursement

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

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

7.9 Vacation leave credits and severance pay

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

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

7.9.3 Where:

- (a) the conditions set out in 7.9.2 are not met,
- (b) the severance provisions of this collective agreement are extracted from this collective agreement prior to the date of transfer to another non-federal public sector employer,
- (c) the employment of an employee is terminated pursuant to the terms of section 7.5.1,

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

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

Annex “A” – Statement of pension principles

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

Annex “B”

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

Years of Service in the Public Service	Transition Support Measure (TSM) (Payment in weeks' pay)
36	31
37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	07
45	04

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

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