



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: Law
(All Employees)

Expiry Date: February 28, 2004

Canada

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Treasury Board of Canada Secretariat
Labour Relations Division
Human Resources Branch
L'Esplanade Laurier
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Ottawa, Ontario
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Professional Institute of the
Public Service of Canada,
53 Auriga Drive,
Ottawa , Ontario.
K2E 8C3



THIS AGREEMENT COVERS THE FOLLOWING CLASSIFICATION:

CODE	CLASSIFICATION
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214	Law	LA
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**MEMORANDUM OF AGREEMENT
BETWEEN
THE TREASURY BOARD
AND
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF
CANADA
IN RESPECT OF THE RE-OPENING OF THE
COLLECTIVE AGREEMENT FOR THE
LAW BARGAINING UNIT**

Effective September 13, 2002/Expiration February 28, 2004

The representatives of the Treasury Board and the Professional Institute of the Public Service of Canada, in accordance with Article 29 of the Law Group (LA) Collective Agreement, agree to re-open and amend the collective agreement applicable to the Law bargaining unit. The existing "Appendix A – Law Group Annual Rates of Pay is hereby replaced by the amended provisions attached to this Memorandum of Agreement.

Signed at Ottawa on September 13, 2002.

Treasury Board of Canada	Professional Institute of the Public Service of Canada
 Don Graham	 Roy Ridlington
 Monique Paquin	 Janet Ellis
 Laudalina Santos-Lanthier	 Catherine Lawson
 Rick McLeod	 Andy Zajchowski
 Claude Lemire	

****APPENDIX "A"****LA - LAW GROUP
ANNUAL RATES OF PAY**

- A) Effective March 1, 2001**
X) Effective April 1, 2001
B) Effective March 1, 2002
C) Effective March 1, 2003

LA-1

From:	\$	45815	48014	50213	52412	54611
To:	A	47281	49550	51820	54089	56359
	X		49550	51820	54089	56359
	B		50937	53271	55603	57937
	C		52210	54603	56993	59385

From:	\$	56810	60540	62961	65479	
To:	A	58628	62477	64976	67574	
	X	58628	62477	64976	67574	70682
	B	60270	64226	66795	69466	72662
	C	61777	65832	68465	71203	74479

LA-2(I)

From:	\$	66516	70017	73517	77018	80520
To:	A	68645	72258	75870	79483	83097
	X	68645	72258	75870	79483	83097
	B	70567	74281	77994	81709	85424
	C	72331	76138	79944	83752	87560

From:	\$	84018	87519	91021		
To:	A	86707	90320	93934		
	X	86707	90320	93934	98255	
	B	89135	92849	96564	101006	
	C	91363	95170	98978	103531	

LA-2(II)

From:	\$	82766	86072	89379	93132	96885
To:	A	85415	88826	92239	96112	99985
	X	85415	88826	92239	96112	99985
	B	87807	91313	94822	98803	102785
	C	90002	93596	97193	101273	105355

From:	\$	100882				
To:	A	104110				
	X	104110	108899			
	B	107025	111948			
	C	109701	114747			

NOTES:**PAY INCREMENT ADMINISTRATION**

- (1) The pay increment shall be to the next higher rate in the scale of rates.
- (2) The pay increment period for employees paid in the LA-1 scale is six (6) months.
- (3) The pay increment period is twelve (12) months for employees paid in the LA-2(I) and LA-2(II) scales.

(4) Part-Time Employees

A part-time employee shall be entitled to receive a pay increment when the employee has worked a total of:

- (a) nine hundred and seventy-five (975) straight-time hours for LA-1 employees;

or

- (b) nineteen hundred and fifty (1,950) straight-time hours for LA-2(I) and LA-2(II) employees.

**

PAY ADJUSTMENT ADMINISTRATION

Effective March 1, 2001, an employee shall be paid in the "A" scale of rates at the rate of pay which is immediately below the employee's rate in the "From" scale of rates.

Effective March 1, 2002, an employee shall be paid in the "B" scale of rates at the rate of pay which is immediately below the employee's rate in the "X" scale of rates.

Effective March 1, 2003, an employee shall be paid in the "C" scale of rates at the rate of pay which is immediately below the employee's rate in the "B" scale of rates.

**

1. Restructure Administration

- a) All employees at levels LA-1 or LA-2 (I) or LA-2 (II) for whom a pay adjustment is effective April 1, 2001 shall be paid in the "X" scale of rates of pay which is immediately below the employee's rate of pay at the "A" scale of rates shown in Appendix "A" or at the closest rate, but not lower than the employee's former rate of pay.

- b) All employees at level LA-1 whose rate of pay changes as a result of Restructure Administration Note 1a) shall retain their pay increment date established prior to the pay rate change.
- c) All employees being paid in the LA-1 or LA-2 (I) or LA-2 (II) who have been at the maximum rate of pay for their level for twelve (12) months or more on April 1st, 2001, will move to the new maximum rate of pay effective April 1st, 2001.
- d) Where an employee is performing acting duties on April 1st, 2001, and is paid acting pay pursuant to clause 15.04, the employee's acting rate of pay will be adjusted effective April 1st, 2001, in accordance with Restructure Administration Note 1a). Upon termination of the acting assignment, the employee's substantive rate of pay will then be adjusted in accordance with Restructure Administration Note 1a).

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

**ARTICLE 9
INFORMATION**

**

9.04 The Employer agrees to distribute to each new employee an information package prepared and supplied by the Institute. Such information package shall require the prior approval of the Employer. The Employer shall have the right to refuse to distribute any information that it considers adverse to its interests or to the interests of any of its representatives.

**ARTICLE 13
HOURS OF WORK**

**

13.09 The Employer and the Professional Institute of the Public Service of Canada agree that for those employees to whom the provisions of clause 13.08 of Article 13, Hours of Work, apply, the provisions of the collective agreement which specifies days shall be converted to hours. Where the collective agreement refers to a “day”, it shall be converted to seven and one-half (7 1/2) hours.

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

ARTICLE 2, INTERPRETATION AND DEFINITIONS

Paragraph 2.01(c) “daily rate of pay” - shall not apply.

ARTICLES 13 and 14, HOURS OF WORK AND TRAVELLING TIME

On a day of rest, compensation shall be granted on the basis of time and one-half (1 1/2) except that double time (2) shall be granted for each hour worked on the

second of two (2) consecutive days of rest provided that work was performed on the immediately preceding day of rest.

ARTICLE 16, DESIGNATED PAID HOLIDAYS

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

ARTICLES 17 and 18, VACATION LEAVE WITH PAY AND SICK LEAVE WITH PAY

The converted amounts are as follows:

- (a) one and one-quarter (1 1/4) days - nine decimal three seven five (9.375) hours;
- (b) one and two-thirds (1 2/3) days - twelve decimal five zero (12.50) hours;
- (c) two and one-twelfth (2 1/12) days - fifteen decimal six two five (15.625) hours;
- (d) two and one-half (2 1/2) days - eighteen decimal seven five (18.75) hours.

**ARTICLE 14
TRAVELLING TIME**

**

Effective April 1, 2002

14.08 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 (1) 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 13.06.
- (d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.

**ARTICLE 15
PAY ADMINISTRATION**

Acting Pay

15.04

**

- (a) When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for a period of at least five (5) consecutive working days, he 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.

**ARTICLE 17
VACATION LEAVE WITH PAY**

17.02 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

**

17.07 Carry-Over and liquidation of vacation Leave

- (a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave credits up to a maximum of two hundred and sixty-two point five (262.5) hours shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty-two point five (262.5) hours shall be automatically paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position on the last day of the vacation year.
- (b) Notwithstanding paragraph (a), if on the date of signing of this Agreement or on the date an employee becomes subject to this Agreement, an employee 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 (1) instalment per year, and shall be at the employee's daily rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position on March 31st of the applicable previous vacation year.

ARTICLE 19
OTHER LEAVE WITH OR WITHOUT PAY

19.02 Bereavement Leave With Pay

**

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

(a)

**

- (i) 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 that employee.

**

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

**

- (c) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Deputy Head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater and/or in a manner different than that provided for in paragraphs 19.02(a) and 19.02(b).

Transitional Provision for 19.04

If, on the date of signature of the Memorandum of Agreement modifying the provisions of clause 19.04, 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.

19.04 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:

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

however, an employee whose specified period of employment expired and who is rehired by the same department within a period of five (5) days or less is not indebted for the amount if 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 19.06 and 19.07

If, on the date of signature of the Memorandum of Agreement modifying the provisions of clauses 19.06 and 19.07, 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.

19.06 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*.

19.07 Parental Allowance

(a)

(iii)

(B) Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 19.04 (a)(iii)(B), if applicable;

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

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

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

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

**

19.10

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 19.10 or 19.14 of the agreement expired on 28 February 2001, 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.

19.13 Leave With Pay for Family-Related Responsibilities

**

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including 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 dependent 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;

**

19.14 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 leave at such times as the employee may request.

19.17 Injury-on-duty Leave With Pay

**

if the employee agrees to pay to the Receiver General of Canada any amount received by him for loss of wages in settlement of any claim he 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.

19.19 Other Leave With Pay

**

(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.

**

19.21 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.

ARTICLE 21
LEAVE - GENERAL

**

21.01

- (a) When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one day being equal to seven and one-half (7 1/2) hours.
- (b) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
- (c) Notwithstanding the above, in paragraph 19.02, Bereavement Leave with Pay, a “day” will mean a calendar day.

ARTICLE 22
SEVERANCE PAY

22.01

(e) 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 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 twenty-eight (28) weeks.

ARTICLE 30
NATIONAL JOINT COUNCIL AGREEMENTS

30.03

**

- (4) Isolated Posts and Government Housing Directive

**

- (8) Public Service Health Care Plan Directive

ARTICLE 31
PART-TIME EMPLOYEES

31.10 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 32**
STATEMENT OF DUTIES

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

****ARTICLE 37**

NO SEXUAL HARASSMENT

37.01 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 workplace.

37.02 By mutual consent, 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 38

DURATION

**

38.01 The duration of this Collective Agreement shall be from the date it is signed to February 28, 2004.

****APPENDIX "A"****LA - LAW GROUP
ANNUAL RATES OF PAY**

- A) Effective March 1, 2001**
B) Effective March 1, 2002
C) Effective March 1, 2003

LA-1

From:	\$	45815	48014	50213	52412	54611
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LA-2(I)

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LA-2(II)

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	C	90002	93596	97193	101273	105355

\$	100882
A	104110
B	107025
C	109701

NOTES:

**

PAY ADJUSTMENT ADMINISTRATION

Effective March 1, 2001, an employee shall be paid in the “A” scale of rates at the rate of pay which is immediately below the employee’s rate in the “From” scale of rates.

Effective March 1, 2002, an employee shall be paid in the “B” scale of rates at the rate of pay which is immediately below the employee’s rate in the “A” scale of rates.

Effective March 1, 2003, an employee shall be paid in the “C” scale of rates at the rate of pay which is immediately below the employee’s rate in the “B” scale of rates.

****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.

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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.

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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 7 February 2001.

ARTICLE 1

PURPOSE AND RECOGNITION

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

1.02 The parties to this Agreement share a desire to improve the quality of the Public Service of Canada, to maintain professional standards and to promote the well-being and increased efficiency of its employees to the end that the people of Canada will be well and effectively served. Accordingly, they are determined to establish within the framework provided by law, an effective working relationship at all levels of the Public Service in which members of the bargaining units are employed.

1.03 The Employer recognizes the Institute as the exclusive bargaining agent for all employees in the bargaining unit as described in clause 2.01(a), and agrees to bargain collectively in accordance with the provisions of the *Public Service Staff Relations Act*.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) **“bargaining unit”** means all the employees of the Employer in the Law Group, Scientific and Professional Category, as described in the certificate issued by the Public Service Staff Relations Board on the thirty-first (31st) day of March, 1969;
- (b) **“continuous employment”** has the same meaning as specified in the *Public Service Terms and Conditions of Employment Regulations* on the date of the signing of this Agreement;
- (c) **“daily rate of pay”** means an employee’s weekly rate of pay divided by five (5);

- (d) **“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 his position other than by reason of his being on leave;
- (e) **“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;
- (f) **“double time”** means two (2) times the employee’s hourly rate of pay;
- (g) **“employee”** means a person so defined by the *Public Service Staff Relations Act* and who is a member of the bargaining unit;
- (h) **“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;
- (i) **“headquarters area”** has the same meaning as given to the expression in the Travel Directive;
- (j) **“hourly rate of pay”** means a full-time employee’s weekly rate of pay divided by thirty-seven and one-half (37 1/2);
- (k) **“Institute”** means the Professional Institute of the Public Service of Canada;
- (l) **“lay-off”** means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function;
- (m) **“leave”** means authorized absence from duty;
- (n) **“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;
- (o) **“time and one-half”** means one and one-half (1 1/2) times the employee’s hourly rate of pay;
- (p) **“weekly rate of pay”** means an employee’s annual rate of pay divided by 52.176;

and

- (q) **“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;

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 are official.

ARTICLE 4

INTERPRETATION OF AGREEMENT

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

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 any employee's constitutional rights or of any right expressly conferred in an Act of the Parliament of Canada.

ARTICLE 7
REPRESENTATIVES

7.01 The Employer acknowledges the right of the Institute to appoint employees as representatives.

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

7.03 The Institute shall notify the Employer promptly and in writing of the names and jurisdiction of its representatives.

7.04 Leave for Representatives

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

**ARTICLE 8
APPLICATION**

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

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

**ARTICLE 9
INFORMATION**

9.01 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 (1) 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.

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

9.03 Upon the written request of an employee, the Employer shall make available at a mutually satisfactory time National Joint Council Agreements listed in clause 30.03 which have a direct bearing on the requesting employee's terms and conditions of employment.

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9.04 The Employer agrees to distribute to each new employee an information package prepared and supplied by the Institute. Such information package shall require the prior approval of the Employer. The Employer shall have the right to refuse to distribute any information that it considers adverse to its interests or to the interests of any of its representatives.

ARTICLE 10
USE OF EMPLOYER FACILITIES

10.01 Access by an Institute Representative

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

10.02 Bulletin Boards

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

10.03 Institute Literature

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

ARTICLE 11
LEAVE WITH OR WITHOUT PAY FOR INSTITUTE BUSINESS
OR FOR OTHER ACTIVITIES UNDER THE
PUBLIC SERVICE STAFF RELATIONS ACT

11.01 Public Service Staff Relations Board Hearings

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

(2) 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.

(3) 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.

11.02 Arbitration Board, Conciliation Board and Alternate Dispute Resolution Hearings

- (1) Where operational requirements permit, the Employer will grant leave with pay to an employee representing the Institute before an Arbitration Board, Conciliation Board or in an Alternate Dispute Resolution Process.

(2) 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 Alternate Dispute Resolution Process and, where operational requirements permit, leave with pay to an employee called as a witness by the Institute.

11.03 Adjudication

(1) Employee Who is a Party

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

(2) Employee Who Acts as Representative

Where operational requirements permit, the Employer will grant leave with pay to the representative of an employee who is a party.

(3) Employee Called as a Witness

Where operational requirements permit, the Employer will grant leave with pay to a witness called by an employee who is a party.

11.04 Meetings During the Grievance Process

(1) 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.

(2) 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.

(3) 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.

11.05 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.

11.06 Preparatory Contract Negotiations Meetings

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

11.07 Meetings Between the Institute and Management

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

11.08 Institute Executive Council Meetings and Conventions

Where operational requirements permit, the Employer will grant leave without pay to an employee to attend Executive Council Meetings and Conventions of the Institute.

11.09 Representatives' Training Courses

(1) Where operational requirements permit, the Employer will grant leave without pay to employees appointed as Representatives by the Institute, to

undertake training sponsored by the Institute related to the duties of a Representative.

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

ARTICLE 12 CHECK-OFF

12.01 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.

12.02 The Institute shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 12.01.

12.03 For the purpose of applying clause 12.01, 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.

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

12.05 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.

12.06 The amounts deducted in accordance with clause 12.01 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 his behalf.

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

12.08 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 that shall be limited to the amount of the unremitted membership dues.

12.09 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 13 HOURS OF WORK

13.01 The normal work week shall be thirty-seven and one-half (37 1/2) hours. These hours may be varied by the Employer to allow for summer and winter hours, provided that the total hours in the fiscal year equal those which would be obtained with no such variation. Daily hours of work shall be arranged to suit operational requirements.

13.02 The normal work week shall be Monday through Friday.

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

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

13.05 When an employee is required to work on his normal day of rest he shall be compensated as follows:

- (a) time and one-half (1 1/2) for each hour worked on the first day of rest;
- (b) double time (2) for each hour worked on his second (2nd) day of rest provided that the employee also worked on the first (1st) day of rest. Second (2nd) day of rest means the second (2nd) day in an unbroken series of consecutive and contiguous calendar days of rest;
- (c) all calculations for overtime shall be based on each completed period of fifteen (15) minutes.

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

13.07 The Employer will endeavour to make cash payments for overtime earned under this Article within six (6) weeks following the end of the pay period in which the record of the hours of overtime was submitted.

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

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 or work permitted by the terms of this Agreement.

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13.09 The Employer and the Professional Institute of the Public Service of Canada agree that for those employees to whom the provisions of clause 13.08 of Article 13, Hours of Work, apply, the provisions of the collective agreement which specifies days shall be converted to hours. Where the collective agreement refers to a "day", it shall be converted to seven and one-half (7 1/2) hours.

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

ARTICLE 2, INTERPRETATION AND DEFINITIONS

Paragraph 2.01(c) "daily rate of pay" - shall not apply.

ARTICLES 13 and 14, HOURS OF WORK AND TRAVELLING TIME

On a day of rest, compensation shall be granted on the basis of time and one-half (1 1/2) except that double time (2) shall be granted for each hour worked on the second of two (2) consecutive days of rest provided that work was performed on the immediately preceding day of rest.

ARTICLE 16, DESIGNATED PAID HOLIDAYS

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

ARTICLES 17 and 18, VACATION LEAVE WITH PAY AND SICK LEAVE WITH PAY

The converted amounts are as follows:

- (a) one and one-quarter (1 1/4) days - nine decimal three seven five (9.375) hours;
- (b) one and two-thirds (1 2/3) days - twelve decimal five zero (12.50) hours;
- (c) two and one-twelfth (2 1/12) days - fifteen decimal six two five (15.625) hours;
- (d) two and one-half (2 1/2) days - eighteen decimal seven five (18.75) hours.

**ARTICLE 14
TRAVELLING TIME**

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

14.02 When an employee is required to travel outside his headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 14.03 and 14.04. 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.

14.03 For the purposes of clauses 14.02 and 14.04, 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 his destination and, upon his return, direct back to his 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 arrangement in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

14.04 If an employee is required to travel as set forth in clauses 14.02 and 14.03:

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

and
 - (ii) at the rate of time and one-half (1 1/2) 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 holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay at the hourly rate.
- (d) All calculations for travelling time shall be based on each completed period of fifteen (15) minutes.

14.05 Compensation shall not be paid for travelling time to courses, training sessions, conferences and seminars to which an employee is sent for the purpose of career development, unless he is required to attend by the Employer.

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

14.07 Where the Employer has agreed to make cash payment under this Article the Employer will endeavour to make such payments within six (6) weeks following the end of the pay period in which the record of travelling time was submitted.

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Effective April 1, 2002

14.08 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 (1) 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 13.06.
- (d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.

ARTICLE 15
PAY ADMINISTRATION

15.01 Except as provided in clauses 15.02 to 15.07 inclusive, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

15.02 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 he is appointed, if the classification coincides with that prescribed in his certificate of appointment,

or

(b) the pay specified in Appendix “A” for the classification prescribed in his certificate of appointment, if that classification and the classification of the position to which he is appointed do not coincide.

15.03

(a) The rates of pay set forth in Appendix “A” of this Agreement shall become effective on the dates specified therein.

(b) Where the rates of pay set forth in Appendix “A” have an effective date prior to the date of signing of this Agreement the following shall apply:

(i) “retroactive period” for the purpose of subparagraphs (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day this Agreement is signed or when an arbitral award is rendered therefor;

(ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the bargaining unit during the retroactive period;

(iii) rates of pay shall be paid in an amount equal to what would have been paid had this Agreement been signed or an arbitral award rendered therefor on the effective date of the revision in rates of pay;

- (iv) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with subparagraphs (b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;
- (v) no payment or no notification shall be made pursuant to paragraph 15.03(b) for one dollar (\$1) or less.

Acting Pay

15.04

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- (a) When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for a period of at least five (5) consecutive working days, he 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.
- (b) When a day designated as a paid holiday occurs during the qualifying period the holiday shall be considered as a day worked for purposes of the qualifying period.

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

15.06 The pay increment date for an employee appointed after the date of signing of this Agreement, to a position in the bargaining unit on promotion, demotion or from outside the Public Service shall be the anniversary date of such appointment. The pay increment date for an employee who was appointed to a position in the bargaining unit prior to the date of signing remains unchanged.

15.07 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) he shall receive his pay increment;
- (b) his rate of pay shall be revised;
- (c) his rate of pay on appointment shall be established in accordance with this Agreement.

**ARTICLE 16
DESIGNATED PAID HOLIDAYS**

16.01 Subject to clause 16.02, the following days shall be designated paid holidays for employees:

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

(k) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first (1st) Monday in August,

and

(l) one additional day when proclaimed by an Act of Parliament as a National Holiday.

16.02 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 11, Leave With or Without Pay for Institute Business or for Other Activities under the *Public Service Staff Relations Act*.

16.03 Holiday Falling on a Day of Rest

When a day designated as a paid holiday under clause 16.01 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.

16.04 When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 16.03:

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

and

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

16.05 Compensation for Work on a Paid Holiday

(a) Where an employee is required to work on a paid holiday, he shall be paid, in addition to the pay that he would have been granted had he not worked on a paid holiday, compensation for all hours worked by him on the holiday at one and one-half (1 1/2) times his hour-for-hour rate.

- (b) When an employee works on a holiday which is not his scheduled day of work, contiguous to a day of rest on which he also worked and received premium rates in accordance with clause 13.05, 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 time worked.

16.06 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 16.03, the designated paid holiday shall not count as a day of leave.

ARTICLE 17

VACATION LEAVE WITH PAY

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

17.02 Accumulation of Vacation Leave Credits

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

- (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 fifth (5th) anniversary of service occurs;
- (b) twelve decimal five (12.5) hours at the employee's straight-time hourly rate commencing with the month in which the employee's fifth (5th) 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;

**

- (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

17.03 For the purpose of clause 17.02 only, "service" means all periods of employment in the Public Service, whether continuous or discontinuous, except where a person who on leaving the Public Service, takes or has taken severance pay, retiring leave or a cash gratuity in lieu thereof. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one year following the date of lay-off.

17.04 Granting of Vacation Leave with Pay

- (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- (b) The Employer reserves the right to schedule an employee's vacation leave with pay but subject to operational requirements, shall make every reasonable effort:
 - (i) to grant an employee's vacation leave with pay in an amount and at such time as the employee may request;
 - (ii) not to recall an employee to duty after the employee has proceeded on vacation leave with pay.

17.05 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.

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

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

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

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17.07 Carry-Over and liquidation of vacation Leave

- (a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave credits up to a maximum of two hundred and sixty-two point five (262.5) hours shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty-two point five (262.5) hours shall be automatically paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position on the last day of the vacation year.
- (b) Notwithstanding paragraph (a), if on the date of signing of this Agreement or on the date an employee becomes subject to this Agreement, an employee 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 (1) instalment per year, and shall be at the employee's daily rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position on March 31st of the applicable previous vacation year.

17.08 Immediately following March 31, upon application by the employee and at the discretion of the Employer, vacation leave credits in excess

of fifteen (15) days may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of his substantive position on March 31st.

17.09 Recall From Vacation Leave With Pay

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

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

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

17.10 The employee shall not be considered as being on vacation leave with pay during any period in respect of which the employee is entitled under clause 17.10 to be reimbursed for reasonable expenses incurred by the employee.

17.11 When the Employer cancels or alters a scheduled period of vacation leave of an employee, which has been approved in writing in advance, the employee shall be reimbursed for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to 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 to the Employer.

17.12 Leave When Employment Terminates

When an employee dies or otherwise ceases to be employed, he or his 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 applicable to the employee's authorized classification immediately prior to the termination of his employment.

17.13 Vacation Leave Credits for Severance Pay

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

17.14 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.

ARTICLE 18

SICK LEAVE WITH PAY

18.01 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 he receives pay for at least ten (10) days.

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

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

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

18.03 An employee shall not be granted sick leave with pay during any period in which he is on leave without pay, or under suspension.

18.04 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.

18.05 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 18.02 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.

18.06 Unless the employee is otherwise informed by the Employer, a statement signed by him stating that because of illness or injury he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 18.02(a).

ARTICLE 19

OTHER LEAVE WITH OR WITHOUT PAY

19.01 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.

19.02 Bereavement Leave With Pay

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For the purpose of this clause, immediate family is defined as the father, mother, child (or alternatively stepparent, foster parent, stepchild or ward) of the employee or the employee's spouse (including common-law spouse), brother, sister, spouse (including common-law spouse), grandchild of the employee, the employee's grandparent, or any other 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:

**

- (i) 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 that employee.

- (ii) In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

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

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- (c) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Deputy Head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater and/or in a manner different than that provided for in paragraphs 19.02(a) and 19.02(b).

19.03 Maternity Leave without Pay

(A)

- (1) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.

- (a) Notwithstanding subparagraphs 19.03(A)(1) above:

- (i) where the employee's new-born child is hospitalized within the period defined in subparagraph 19.03(A)(1) above;

and

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

the period of maternity leave without pay defined in subparagraph 19.03(A)(1) above may be extended beyond the date falling seventeen (17) weeks after the

date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee returned to work, to a maximum of seventeen (17) weeks.

- (b) The extension described in subparagraph 19.03(A)(1)(a) above shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (2) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
- (3) An employee who has not commenced maternity leave without pay may elect to:
 - (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave With Pay Article. For purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.
- (B) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.
- (C) Leave granted under this clause shall be counted for the calculation of continuous employment for the purpose of calculating severance pay and service for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

Transitional Provision for 19.04

If, on the date of signature of the Memorandum of Agreement modifying the provisions of clause 19.04, 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.

19.04 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:

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

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

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

- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

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

- (d) At the employee's request, the payment referred to in subparagraph 19.04(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.

19.05 Special Maternity Allowance for Totally Disabled Employees

- (A) An employee who:
- (1) fails to satisfy the eligibility requirement specified in subclause 19.04(A)(2) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving EI maternity benefits;

and

 - (2) has satisfied all of the other eligibility criteria specified in subclause 19.04(A) except subclauses 19.04(A)(2) and (3);

shall be paid, in respect of each week of maternity allowance not received for the reason described in subclause 19.05(A)(1), 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 19.04 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to section 22 of the *EI Act* had she not been disqualified from EI maternity benefits for the reasons described in subclause 19.05(A)(1) above.

Transitional Provision for 19.06 and 19.07

If, on the date of signature of the Memorandum of Agreement modifying the provisions of clauses 19.06 and 19.07, 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.

19.06 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.

19.07 Parental Allowance

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:
- (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer,
- and
- (iii) has signed an agreement with the Employer stating that:

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

(B) Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 19.04 (a)(iii)(B), if applicable;

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

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

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 or her new period of employment is sufficient to meet the obligations specified in section (B).

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

- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance parental benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;
 - (iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *Employment Insurance Act*, the parental allowance payable under the SUB Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the *EI Act*.
- (d) At the employee's request, the payment referred to in subparagraph 19.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;

- (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate 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.

19.08 Special Parental Allowance for Totally Disabled Employees

- (A) An employee who:
 - (1) fails to satisfy the eligibility requirement specified in subclause 19.07(A)(2) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving EI parental benefits;

and

- (2) has satisfied all of the other eligibility criteria specified in subclause 19.07(A) except subclauses 19.07(A)(2) and (3);

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subclause 19.08(A)(1), 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 19.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to section 23 of the *EI Act*, had the employee not been disqualified from EI parental benefits for the reasons described in subclause 19.08(A)(1) above.

19.09 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.

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19.10

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 19.10 or 19.14 of the agreement expired on 28 February 2001, 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.

19.11 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 his total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption 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.

19.12 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.

19.13 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), dependent 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 dependent 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) leave with pay to provide for the immediate and temporary care of a sick or elderly member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- (iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;
- (iv) 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-clause (b)(i), (ii), (iii) and (iv) shall not exceed five (5) days in a fiscal year.

**

19.14 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 leave at such times as the employee may request.

19.15 Court Leave With Pay

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

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

19.16 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 his presence is so required. This clause applies equally in respect of the personnel selection processes related to deployment.

19.17 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 he is unable to perform his duties because of:

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

**

if the employee agrees to pay to the Receiver General of Canada any amount received by him for loss of wages in settlement of any claim he 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.

19.18 Religious Observance

- (a) The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfil his or her religious obligations.
- (b) Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave, leave without pay for other reasons in order to fulfil their religious obligations.
- (c) Notwithstanding paragraph 19.18(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 fulfil his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.
- (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.

19.19 Other Leave With Pay

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

**

(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.

19.20 Other Leave Without Pay

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

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19.21 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.

ARTICLE 20

CAREER DEVELOPMENT

20.01 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.

20.02 Education Leave

- (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 equivalent to from fifty per cent (50%) 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.

20.03 Attendance at Conferences and Conventions

- (a) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- (b) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions which are related to his field of specialization, subject to operational requirements.
- (c) The Employer may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.

- (d) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.
- (e) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to 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.
- (f) An employee shall not be entitled to any compensation under clause 13.05 and Article 14, Travelling Time, in respect of hours he 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).

20.04 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,
 - (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 20.04(a).

- (c) An employee may apply at any time for professional development under this clause, and the Employer may select an employee at any time for such professional development.
- (d) When an employee is selected by the Employer for professional development under this clause the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- (e) An employee selected for professional development under this clause shall continue to receive his normal compensation including any increase for which he may become eligible. The employee shall not be entitled to any compensation under clause 13.05 and Article 14, 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.

20.05

- (a) The Employer shall establish Selection Criteria for granting leave under clauses 20.02, 20.03 and 20.04. Upon request, a copy of these criteria will be provided to an employee and/or the Institute Representative.
- (b) The parties to this Collective Agreement acknowledge the mutual benefits to be derived from consultation on Career Development. To this effect, the Employer, upon request, will consult with the Institute as prescribed in Article 25, Joint Consultation.

20.06 Examination Leave With Pay

Leave with pay may be granted to an employee for the purpose of writing an examination which will require the employee's absence during his normal hours of work. 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 his qualifications.

ARTICLE 21
LEAVE - GENERAL

**

21.01

- (a) When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one day being equal to seven and one-half (7 1/2) hours.
- (b) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
- (c) Notwithstanding the above, in paragraph 19.02, Bereavement Leave with Pay, a “day” will mean a calendar day.

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

21.03 An employee is entitled, once in each fiscal year, to be informed, upon request, of the balance of his vacation, furlough and sick leave with pay credits.

21.04 The balance of leave with pay credited to an employee by the Employer at the time when this Agreement is signed, or at a time when he becomes subject to this Agreement, shall be retained by the employee.

21.05 An employee is not entitled to leave with pay during periods he is on leave without pay, on educational leave or under suspension.

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

21.07 Except as otherwise specified in this Agreement, where leave without pay for a period in excess of three (3) months is granted to an employee, the total period of leave granted shall be deducted from “continuous employment” for the purpose of calculating severance pay and from “service” for the purpose of

calculating vacation leave; time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

ARTICLE 22

SEVERANCE PAY

22.01 Under the following circumstances and subject to clause 22.02 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 after November 28, 1969, 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 after November 28, 1969, 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 22.01(a)(i) above.

(b) Resignation

On resignation, subject to paragraph 22.01(c) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) Retirement

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

(d) Death

If an employee dies, there shall be paid to the employee's estate, 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.

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

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- (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 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 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.

22.02 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 severance pay, retiring leave or a cash gratuity in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under clause 22.01 be pyramided.

22.03 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.

ARTICLE 23

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

23.01 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 his 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.

23.02

- (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. An employee's signature on his assessment form shall be considered to be an indication only that its contents have been read and shall not indicate his concurrence with the statements contained on the form.

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

- (b) The Employer's representative(s) who assesses an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.

23.03 When an employee disagrees with the assessment and/or 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 decision.

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

23.05 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 24

GRIEVANCE PROCEDURE

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

24.02 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 24.09, 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.

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

24.04 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 24.18.

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

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

and

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

24.06 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.

24.07 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 24.03, except that:

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

and

- (b) where the grievance relates to the interpretation or application of this Collective Agreement or an Arbitral Award, the employee is not entitled to present the grievance unless the employee has the approval of and is represented by the Institute.

24.08 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 where such level or levels are established in Departments or Agencies - intermediate level(s);
- (c) Final level: the Deputy Minister (or his equivalent) or his delegated representative.

24.09 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.

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

24.11 An employee may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 24.03, not later than the twenty-fifth (25th) day after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to grievance.

24.12 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 24.11, within fifteen (15) days after he presented the grievance at the previous level.

24.13 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 when the grievance is presented at the final level.

24.14 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.

24.15 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*.

24.16 Where the provisions of clause 24.03 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 his 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.

24.17 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 levels except the final level may be eliminated by agreement of the Employer and the employee, and, where applicable, the Institute.

24.18 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.

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

24.20 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.

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

24.22 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 a related Arbitral Award,
- (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, he may refer the grievance to adjudication in accordance with the provisions of the *Public Service Staff Relations Act* and Regulations.

24.23 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 25

JOINT CONSULTATION

25.01 The parties acknowledge the mutual benefits to be derived from Joint Consultation and will consult on matters of common interest.

25.02 The subjects that may be determined as appropriate for Joint Consultation will be by mutual agreement of the parties.

25.03 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.

25.04 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.

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

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

ARTICLE 26

SAFETY AND HEALTH

26.01 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.

ARTICLE 27

EMPLOYMENT REFERENCES

27.01 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.

ARTICLE 28
REGISTRATION FEES

28.01 The Employer shall reimburse an employee for his payment of membership or other fees to a professional organization or organizations when the payment of such fees is necessary to maintain a professional qualification required by the Employer for the performance of any duties and/or responsibilities assigned.

ARTICLE 29
AGREEMENT RE-OPENER

29.01 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 30
NATIONAL JOINT COUNCIL AGREEMENTS

30.01 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.

30.02 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 on December 6, 1978.

30.03 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 and Government Housing 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 (12 to 27)**
- (12) Boilers and Pressure Vessels
- (13) Dangerous Substances
- (14) Electrical
- (15) Elevating Devices
- (16) First Aid
- (17) Hand Tools and Portable Power Tools
- (18) Hazardous Confined Spaces
- (19) Machine Guarding
- (20) Materials Handling
- (21) Motor Vehicle Operations

- (22) Noise Control and Hearing Conservation
- (23) Personal Protective Equipment
- (24) Pesticides
- (25) Elevated Work Structures
- (26) Use and Occupancy of Buildings
- (27) 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 24.01 of the Article on grievance procedure in this Collective Agreement.

ARTICLE 31 PART-TIME EMPLOYEES

31.01 Definition

Part-time employee means a person whose normal scheduled hours of work on average 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*.

31.02 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.

31.03 Part-time employees shall be paid at the hourly rate of pay for all work performed up to thirty-seven and one-half (37 1/2) hours in a week.

31.04 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.

31.05 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.

31.06 Designated Holidays

A part-time employee shall not be paid for the designated holidays but shall, instead be paid a premium of four (4%) per cent for all straight-time hours worked during the period of part-time employment.

31.07 Subject to Article 13, Hours of Work, 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 16.01 of this Agreement, the employee shall be paid time and one-half (1 1/2) the hourly rate of pay for all hours worked on the holiday.

31.08 Overtime

“Overtime” means work required by the Employer to be performed by the employee on his day of rest, but does not include time worked on a holiday.

31.09 Subject to Article 13, Hours of Work, a part-time employee who is required to work overtime shall be paid at time and one-half (1 1/2) for all overtime hours worked.

31.10 Vacation Leave

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee’s normal work week, at the rate for years of employment established in clause 17.01, 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;

**

- (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.

31.11 Sick Leave

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

31.12 Vacation and Sick Leave Administration

- (a) For the purposes of administration of clauses 31.10 and 31.11, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

31.13 Severance Pay

Notwithstanding the provisions of Article 22, 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.

31.14 The weekly rate of pay referred to in clause 31.13 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.

****ARTICLE 32****STATEMENT OF DUTIES**

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

ARTICLE 33**PUBLICATIONS AND AUTHORSHIP**

33.01 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.

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

33.03 When an employee acts as a sole or joint author or editor of an original publication his authorship or editorship shall normally be shown on the title page of such publication.

33.04

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

**ARTICLE 34
JOB SECURITY**

34.01 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 35
STANDARDS OF DISCIPLINE**

35.01 Where written departmental standards of discipline are developed, the Employer agrees to supply sufficient information on the standards of discipline to each employee.

35.02 The Employer agrees to inform the Institute when existing written standards of discipline are to be amended.

35.03 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) day's notice of such a meeting and its purpose.

35.04 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.

35.05 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 36

NO DISCRIMINATION

36.01 The parties agree that there shall be no discrimination exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, marital status, conviction for which a pardon has been granted or membership or activity in the Institute.

36.02 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 37**

NO SEXUAL HARASSMENT

37.01 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 workplace.

37.02 By mutual consent, 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 38
DURATION

**

38.01 The duration of this Collective Agreement shall be from the date it is signed to February 28, 2004.

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

SIGNED AT OTTAWA, this 1st day of the month of February 2002.

THE TREASURY BOARD OF
CANADA

THE PROFESSIONAL
INSTITUTE OF THE PUBLIC
SERVICE OF CANADA


Hélène Laurendeau


Steve Hindle


Monique Paquin


Roy Ridlington


Laudalínia Santos-Lanthier


Janet Ellis


Rick McLeod


Catherine Lawson


Claude Lemire


Andy Zajchowski


Denise Doherty-Delorme

****APPENDIX "A"****LA - LAW GROUP
ANNUAL RATES OF PAY**

- A) Effective March 1, 2001**
B) Effective March 1, 2002
C) Effective March 1, 2003

LA-1

From:	\$	45815	48014	50213	52412	54611
To:	A	47281	49550	51820	54089	56359
	B	48605	50937	53271	55603	57937
	C	49820	52210	54603	56993	59385

From:	\$	56810	60540	62961	65479
To:	A	58628	62477	64976	67574
	B	60270	64226	66795	69466
	C	61777	65832	68465	71203

LA-2(I)

From:	\$	66516	70017	73517	77018	80520
To:	A	68645	72258	75870	79483	83097
	B	70567	74281	77994	81709	85424
	C	72331	76138	79944	83752	87560

From:	\$	84018	87519	91021
To:	A	86707	90320	93934
	B	89135	92849	96564
	C	91363	95170	98978

LA-2(II)

From:	\$	82766	86072	89379	93132	96885
To:	A	85415	88826	92239	96112	99985
	B	87807	91313	94822	98803	102785
	C	90002	93596	97193	101273	105355

\$	100882
A	104110
B	107025
C	109701

NOTES:

PAY INCREMENT ADMINISTRATION

- (1) The pay increment shall be to the next higher rate in the scale of rates.
- (2) The pay increment period for employees paid in the LA-1 scale is six (6) months.
- (3) The pay increment period is twelve (12) months for employees paid in the LA-2(I) and LA-2(II) scales.

(4) **Part-Time Employees**

A part-time employee shall be entitled to receive a pay increment when the employee has worked a total of:

- (a) nine hundred and seventy-five (975) straight-time hours for LA-1 employees;

or

- (b) nineteen hundred and fifty (1,950) straight-time hours for LA-2(I) and LA-2(II) employees.

**

PAY ADJUSTMENT ADMINISTRATION

Effective March 1, 2001, an employee shall be paid in the “A” scale of rates at the rate of pay which is immediately below the employee’s rate in the “From” scale of rates.

Effective March 1, 2002, an employee shall be paid in the “B” scale of rates at the rate of pay which is immediately below the employee’s rate in the “A” scale of rates.

Effective March 1, 2003, an employee shall be paid in the “C” scale of rates at the rate of pay which is immediately below the employee’s rate in the “B” scale of rates.

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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

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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
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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.