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Secrétariat

Secrétariat du Conseil du Trésor  
du Canada

**Group: Non-Supervisory Printing  
Services**  
**Expiry Date: 30 September 2014**

# **Agreement Between the Treasury Board and the Communications, Energy and Paperworkers Union of Canada - Local 588G**

Group: Non-Supervisory  
Printing Services

CODE: 609  
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**Groupe : Services d'imprimerie  
(non-surveillantes et non-surveillants)  
Date d'expiration : le 30 septembre 2014**

**Canada**



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Treasury Board of Canada Secretariat  
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## **ARTICLE 1**

### **PURPOSE OF AGREEMENT**

**1.01** This Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer, the employees and the Communications, Energy and Paperworkers Union of Canada – Local 588G, hereinafter called the Union, and to set forth in this document certain provisions relating to remuneration, hours of work, and working conditions.

**1.02** Parties of this Agreement share a desire to improve the quality of the Public Service of Canada and to promote the well-being and increased productivity of its employees to the end that the people of Canada will be well and efficiently served. With this in mind, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the public service in which members of the bargaining unit are employed.

## **ARTICLE 2**

### **INTERPRETATION AND DEFINITIONS**

**2.01** For this Agreement:

- (a) “**Union**” (*Syndicat*) means the Communications, Energy and Paperworkers Union of Canada – Local 588G;
- (b) “**bargaining unit**” (*unite de négociation*) means the employees of the Employer in the Non-Supervisory Printing Services Group, other than employees whose duties include the supervision of other employees in that occupational group, as described in the certificate issued by the former Public Service Labour Relations Board on October 14, 2005;
- (c) “**continuous employment**” (*emploi continu*) has the same meaning as specified in the *Public Service Terms and Conditions of Employment Regulations*;
- (d) “**Employer**” (*Employeur*) 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;
- (e) “**day**” (*jour*) means the twenty-four (24) hour period starting eight (8) hours before the time at which a shift is scheduled to start;

- (f) “**holiday**” (*jour férié*) means the twenty-four (24) hour period starting eight (8) hours before the regular starting time of a shift that is not scheduled to be worked due to observance of a day designated as a holiday;
- (g) “**employee**” (*employé-e*) means a person so defined by the *Public Service Labour Relations Act* and who is a member of the bargaining unit;
- (h) “**family**” (*famille*) except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, the employee’s grandparents and relative permanently residing in the employee’s household or with whom the employee permanently resides;
- (i) “**Shop Delegate**” (*délégué d’atelier*) means Shop Steward or Chapel Chairman, according to the custom of the respective union;
- (j) “**common-law partner**” (*conjoint de fait*) in relation to an individual, means person who is cohabiting with the individual in a conjugal relationship, having so cohabited for a period of at least one year.

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

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

**2.03** In this Agreement, words importing the masculine gender include the feminine gender.

**ARTICLE 3  
OFFICIAL TEXTS**

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

**ARTICLE 4  
CONFLICT BETWEEN LEGISLATION  
AND THE COLLECTIVE AGREEMENT**

**4.01** Should any law passed by Parliament, applying to public servants covered by this Agreement, render null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of Agreement.

**ARTICLE 5  
MANAGERIAL RESPONSIBILITIES**

**5.01** The Employer and the Union agree that all the management functions are retained by the Employer. Without limiting the generality of the foregoing, except to the extent provided in this document and except as provided by law, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the public service.

**ARTICLE 6  
SCOPE OF AGREEMENT**

**6.01** The Employer recognizes the Communications, Energy and Paperworkers Union of Canada – Local 588G as the exclusive bargaining agent for all employees described in the certificate issued to the Union by the Public Service Labour Relations Board on October 14, 2005.

**ARTICLE 7**  
**UNION REPRESENTATION**

**7.01** Accredited Union representatives shall have access to the plant provided the permission of the Employer or of a person designated by him or her has been obtained.

**7.02** The Union shall notify the Employer promptly and in writing of the name of its Shop Delegates and their area of jurisdiction. The Employer shall be notified promptly by the Union if any changes occur thereafter.

**7.03** The Employer recognizes the Shop Delegate as the Union's representative in his or her designated area and will not discriminate against him or her for performing any of the Shop Delegate functions, as set forth in this Article.

**7.04** A Shop Delegate must get the permission from his or her immediate supervisor before leaving his work, and such permission may be granted without loss of pay for a reasonable period of time to investigate complaints of an urgent nature or meet with local management to deal with grievances, and it is understood that such permission may be granted only the leave relates to grievances that may arise in the plant where the Shop Delegate is normally employed. The Shop Delegate shall report back to his supervisor before resuming his or her normal duties.

**7.05** The Employer will continue its present practice of providing space on bulletin boards for posting notices. These notices will be subject to the approval of the Employer except notices of meetings, elections, names of Union representatives, and social and recreational events.

**7.06** The Employer agrees to supply Local 588G on a quarterly basis with the name, employing department, geographic location, and classification of each employee in the bargaining unit.

## **ARTICLE 8**

### **CHECK-OFF**

**8.01** The Employer will, as a condition of employment, deduct an amount equivalent to regular membership dues, in a fixed amount exclusive of any initiation fees, pension deductions, special assessments or arrears which may exist at the signing of this Agreement, from the monthly pay of all employees in the bargaining unit.

**8.02** The Union shall inform the Employer, in writing, of the authorized monthly deduction to be checked off for employees defined in clause 8.01.

**8.03** The Employer agrees to make deductions for the Union's group life insurance premiums upon production of properly authorized documentation, and such other deductions as may be agreed to between the Parties from time to time.

**8.04** To apply clause 8.01, deductions from pay for each employee for each month will start with the first (1<sup>st</sup>) full month of employment to the extent earnings are available.

**8.05** An employee who satisfies the Communications, Energy, Paperworkers Union of Canada – Local 588G as to the bona fides of his or her claim and declares in an affidavit that he or she is a member of a religious organization, whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved. The Communications, Energy and Paperworkers Union of Canada – Local 588G will inform the Employer accordingly.

**8.06** For the duration of this Agreement, no employee organization, as defined in Section 2 of the *Public Service Labour Relations Act*, other than the Union, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

**8.07** Amounts deducted in accordance with clause 8.01 shall be remitted by cheque to the person designated by the Union, within a reasonable period of time after deductions are made. The cheque shall be accompanied by particulars identifying each employee, the appropriate Union, and the deductions made on the employee's behalf.

**8.08** The Union 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.

## **ARTICLE 9 VACATION LEAVE**

### **9.01 Accumulation of Vacation Leave**

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

- (a) nine decimal three seven five (9.375) hours, if he has completed less than eight (8) years of continuous employment;
- (b) twelve decimal five (12.5) hours, if he or she has completed eight (8) years of continuous employment;
- (c) thirteen decimal seven five (13.75) hours, if he or she has completed sixteen (16) years of continuous employment;
- (d) fourteen decimal four (14.4) hours, if he or she has completed seventeen (17) years of continuous employment;
- (e) fifteen decimal six two five (15.625) hours, if he or she has completed eighteen (18) years of continuous employment;
- (f) sixteen decimal eight seven five (16.875) hours, if he or she has completed twenty-seven (27) years of continuous employment;
- (g) eighteen decimal seven five (18.75) hours, if he or she has completed twenty-eight (28) years of continuous employment;

and

- (h) leave will be scheduled on an hourly basis with the hours debited for each day of vacation leave being the same as the hours the employee would have been scheduled to work on that day or portion thereof subject to operational requirements as determined by the Employer.

\*\*

**9.02** For the purpose of clause 9.01 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the public service within one year following the date of lay-off. For greater certainty, severance payments taken under Article 15.11 to 15.14, or similar provisions in other collective agreements, do not reduce the calculation of service for persons who have not yet left the public service.

\*\*

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

\*\*

**9.04 Scheduling of Vacation Leave**

- (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- (b) Vacation scheduling:
- (i) Employees will submit their annual leave requests for the summer leave period on or before April 15<sup>th</sup>, and on or before September 15<sup>th</sup> for the winter leave period. The Employer will respond to such requests no later than May 1<sup>st</sup>, for the summer leave period and no later than October 1<sup>st</sup>, for the winter holiday season leave period.

Notwithstanding the preceding paragraph, with the agreement of the Union, departments may alter the specified submission dates for the leave requests. If the submission dates are altered, the employer must respond to the leave request 15 days after such submission dates;

- (ii) The summer and winter holidays periods are: for the summer leave period, between June 1 and September 30, for the winter holiday season leave period, from December 1 to March 31;
  - (iii) In cases where there are more vacation leave requests for a specific period than can be approved due to operational requirements, years of service as defined in clause 9.02 of the Agreement, shall be used as the determining factor for granting such requests. For summer leave requests, years of service shall be applied for a maximum of two weeks per employee in order to ensure that as many employees as possible might take annual leave during the summer months;
  - (iv) Requests submitted after April 15<sup>th</sup> for the summer leave period and on September 15<sup>th</sup> for the winter leave period shall be dealt with on a first (1<sup>st</sup>) come first (1<sup>st</sup>) served basis.
- (c) The Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:
- (i) to provide an employee's vacation leave in an amount and at such time as the employee may request;
  - (ii) not to recall an employee to duty after the employee has proceeded on vacation leave;
  - (iii) not to cancel or alter a period of vacation or furlough leave which has been previously approved in writing.

\*\*

**9.05** An employee shall be entitled to vacation leave with pay at the pay rate established for the classification level of his or her substantive position.



\*\*

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

\*\*

**9.07** Notwithstanding clause 9.06, an employee whose employment is terminated for cause pursuant to paragraph 12(1)(e) of the *Financial Administration Act* by reason of abandonment of his or her position is entitled to receive the payment referred to in clause 9.06, if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

\*\*

**9.08** When the employment of an employee who has been granted more vacation leave with pay than he has earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted to him.

\*\*

**9.09** If a holiday as specified in clause 10.01 falls within an employee's vacation period, that day shall not be charged against his or her earned vacation leave.

\*\*

**9.10** For this Article the fiscal year begins on April 1 and ends March 31 of the following year.

\*\*

**9.11 Cancellation of Vacation Leave with Pay**

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

\*\*

**9.12** Where relating to any period of vacation leave with pay, an employee is granted:

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

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

\*\*

**9.13** During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred twelve decimal five (112.5) hours may be paid in cash at the employee's daily pay rate as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on March 31 of the previous vacation year.

\*\*

**9.14**

- (a) Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1<sup>st</sup>) day of the month following the employee's second (2<sup>nd</sup>) anniversary of service, as defined in clause 9.02.
- (b) The vacation leave credits provided in clause 9.14(a) above shall be excluded from the application of paragraph 9.13 dealing with the carry-over or liquidation of vacation leave.

**ARTICLE 10**  
**DESIGNATED HOLIDAYS**

**10.01** Subject to this Article, the following days are Designated Holidays with pay 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) 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 (1<sup>st</sup>) Monday in August;
- (g) Labour Day;
- (h) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving;
- (i) Remembrance Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

**10.02** The Employer may substitute for the designated holiday specified in clause 10.01(f), or for Easter Monday, any other holiday generally observed in any area of employment, except in the National Capital Region area.

**10.03** Subject to clause 10.04, when a designated holiday falls on a weekend recess, it shall be moved to the regular working day next following the designated holiday.

**10.04**

(a) Subject to paragraph (b), an employee that does not work on a designated holiday shall be paid for that day the amount he would have been paid for a regular working day.

(b) An employee shall not be paid for a designated holiday as provided in paragraph (a) if:

(i) he is not entitled to pay for at least ten (10) of the thirty (30) calendar days immediately preceding the designated holiday;

or

(ii) he or she is absent without permission on the day before and the day after the designated holiday.

\*\*

(c) A designated paid holiday shall account for seven decimal five (7.5) hours.

**ARTICLE 11**  
**EDUCATION LEAVE WITHOUT PAY,**  
**CAREER DEVELOPMENT LEAVE WITH PAY AND**  
**EXAMINATION LEAVE WITH PAY**

**Education Leave Without Pay**

**11.01** The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the Employer approval, an employee may be granted education leave without pay for varying periods of up to one (1) year,

which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field to provide a service that the Employer requires or is planning to provide.

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

**11.03** Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

**11.04** As a condition of being granted education leave without pay, an employee shall, if required, give a written promise before leave starts to return to the Employer's service for a period of not less than the period of the leave granted.

If the employee:

- (a) fails to complete the course;
- (b) does not resume employment with the Employer on completion of the course;
- or
- (c) ceases to be employed, except by reason of death or lay-off, before termination of the period he or she has undertaken to serve after completion of the course;

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

### **Career Development Leave With Pay**

#### **11.05**

- (a) Career development refers to an activity that in the opinion of the Employer will likely help the employee further his or her career development and the organization to achieve its goals. The following activities shall be deemed part of career development:
  - (i) a course given by the Employer;
  - (ii) a course offered by a recognized academic institution;
  - or
  - (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.
- (b) Upon the employee's written application, and with the Employer's approval, career development leave with pay may be given for any one of the activities described in sub-clause 11.05(a) above. The employee shall receive no overtime compensation under Article 16, or for travelling under Article 17, of this collective agreement during time spent on career development leave provided for in this clause.
- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them that the Employer may deem appropriate.

### **Examination Leave With Pay**

**11.06** At the Employer's discretion, examination leave with pay may be granted to an employee for writing an examination that takes place during the employee's scheduled hours of work.

**ARTICLE 12**  
**SICK LEAVE WITH PAY**

**12.01 Credits**

- (a) An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which he or she receives pay for ten (10) days or more.
- (b) A shift worker shall earn additional sick leave credits at the rate of one decimal two five (1.25) hours for each calendar month during which he or she works shifts and he or she receives pay for at least seventy-five (75) hours. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used one hundred and twelve decimal five (112.5) hours sick leave credits during the current fiscal year.

**12.02 Granting of Sick Leave**

An employee shall be eligible for sick leave with pay when he is unable to perform his or her duties because of illness or injury under the following conditions:

- (a) that he or she satisfies the Employer of his condition in such manner and at such time as may be determined by the Employer;
- and
- (b) that he or she has the necessary sick leave credits.

**12.03** Unless otherwise indicated by the Employer, a statement signed by the employee describing the nature of his or her illness or injury and stating that due to this illness or injury he or she was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 12.02(a).

**12.04** When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 12.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to twenty-five (25) days, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

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

**ARTICLE 13**  
**OTHER TYPES OF LEAVE**

For any requests for leave under this Article, the Employer may request, and when so requested an employee must provide, satisfactory validation of the circumstances necessitating such request, in such manner and at such time as may be determined by the Employer.

**13.01 Bereavement Leave**

\*\*

(a) When a member of the employee's family dies, an employee shall be entitled to a bereavement period of seven (7) consecutive calendar days. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

\*\*

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

(c) If, during a period of compensatory leave, and/or a period of vacation leave with pay an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraph (a) and (b) of this clause, the employee shall be granted bereavement leave with pay and his or her compensatory leave credits and/or vacation leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.



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

### **13.02 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 (24<sup>th</sup>) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate work place committee or the health and safety representative.
- (b) An employee's request under clause 13.02(a) must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and activities or conditions to avoid so to eliminate the risk. Depending upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.
- (c) An employee that has made a request under clause 13.02(a) 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 possible to modify her job functions or reassign her.
- (d) Where reasonably possible, 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 possible, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.
- (f) An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.
- (g) Notwithstanding 13.02(e), for an employee working in an institution where she is in direct and regular contact with offenders, if the Employer concludes that a job function modification or reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably possible, the Employer shall so inform the employee in writing and shall grant leave of absence with pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than at the time the employee proceeds on maternity leave without pay or the termination date, whichever comes first.

### **13.03 Maternity Leave Without Pay**

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
  - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,

or

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

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
  - (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
  - (e) An employee who has not started maternity leave without pay may elect to:
    - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
- or
- (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the sick leave with pay provisions set out in Article 12. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 12, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans to take leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
  - (g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for calculating severance pay and "service" for

calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

#### **13.04 Maternity Allowance**

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
- (i) has completed six (6) months of continuous employment before the start of her maternity leave without pay;
  - (ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan relating to insurable employment with the Employer;
- and
- (iii) has signed an agreement with the Employer stating that:
    - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
    - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;
    - (C) should she fail to return to work for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation*

*Act*, she will be indebted to the Employer for an amount determined as follows:

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

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

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

and
  - (ii) for each week that the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly pay rate and the maternity benefit, less any other monies earned during this period that may result in a decrease in her maternity benefit to which she

would have been eligible if no extra monies had been earned during this period.

- (d) At the employee's request, the payment referred to in subparagraph 13.04(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan maternity benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Quebec.
- (f) The weekly pay rate referred to in paragraph (c) shall be:
  - (i) for a full-time employee, the employee's weekly pay rate on the day immediately preceding the commencement of maternity leave without pay;
  - and
  - (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 start of maternity leave, the rate obtained by multiplying the weekly pay rate 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 pay rate 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 start 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.

### **13.05 Special Maternity Allowance for Totally Disabled Employees**

- (a) An employee who:
  - (i) fails to satisfy the eligibility requirement specified in subparagraph 13.04(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance or Québec Parental Insurance Plan maternity benefits;

and

  - (ii) has satisfied all of the other eligibility criteria specified in paragraph 13.04(a), other than those specified in sections (A) and (B) of subparagraph 13.04(a)(iii);

shall be paid, for each week of maternity allowance not received for the reason described in subparagraph 13.05(a)(i), the difference between ninety-three per cent (93%) of her weekly pay rate, 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 13.04 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance Plan maternity benefits for the reasons described in subparagraph 13.05(a)(i).

### **13.06 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 partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the

fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.

- (b) Where an employee starts legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two periods.
- (d) Notwithstanding paragraphs (a) and (b):
  - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay;
  - or
  - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period 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 one hundred and four (104) weeks after the day on which the child comes into the employee's care.
- (e) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the start date of such leave.
- (f) The Employer may:
  - (i) defer the start 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;
  - or
  - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for calculating severance pay and "service" for calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

**13.07 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 start of parental leave without pay,
  - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan for 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 or 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 13.04(a)(iii)(B), if applicable;
- or

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

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

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

- (b) For 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 according to 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 or her weekly pay rate, for each week of the waiting period, less any other monies earned during this period;

- (ii) for each week the employee receives parental, adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly pay rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
 

or
  - (iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly pay rate for each week, less any other monies earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 13.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Quebec.
- (f) The weekly pay rate referred to in paragraph (c) shall be:
- (i) for a full-time employee, the employee's weekly pay rate on the day immediately preceding the start of maternity or parental leave without pay;
 

or
  - (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 start of maternity or parental leave without

pay, the rate obtained by multiplying the weekly pay rate 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 pay rate 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 start 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.
- (k) The maximum combined maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

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

- (a) An employee who:
  - (i) fails to satisfy the eligibility requirement specified in subparagraph 13.07(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits;

and

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 13.07(a), other than those specified in sections (A) and (B) of subparagraph 13.07(a)(iii);

shall be paid, for each week of benefits under the parental allowance not received for the reason described in subparagraph 13.08(a)(i), the difference between ninety-three per cent (93%) of the employee's pay rate, 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 13.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for reasons described in subparagraph 13.08(a)(i).

### **13.09 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 when a claim has been made pursuant to the *Government Employees Compensation Act*, and a Workmen's Compensation authority has notified the Employer that it has certified that the employee is unable to perform his or her duties because of:

- (a) personal injury received in the performance of his or her duties and not caused by the employee's willful misconduct;

or

- (b) an industrial illness or a disease arising out of and in the course of his or her employment;

if the employee agrees to remit to the Receiver General of Canada any amount received by him in compensation for loss of pay due to injury, illness, or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

**13.10 Leave with Pay for Family-Related Responsibilities**

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

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- (b) The total leave with pay which may be granted under this Article shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.

\*\*

- (c) Subject to 13.10(a) the Employer shall grant the employee leave with pay under the following circumstances:
  - (i) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
  - (ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide the employee with time to make alternative care arrangements where the illness is of a longer duration;
  - (iii) to provide for the immediate and temporary care of an elderly member of the employee's family;
  - (iv) for needs directly related to the birth or the adoption of the employee's child;
  - (v) seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph 13.10(b) above may be used:
    - (A) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
    - (B) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;

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

**13.11 Leave Without Pay For The Relocation of a 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 calculating severance pay and “service” for 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 that is for a period of more than three (3) months shall not be counted for pay increment purposes.

**13.12 Court Leave**

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

- (a) to serve on a jury;  
  
or
- (b) by subpoena or summons to attend as a witness in any proceedings, except for a proceeding in which the employee is a party, held:

\*\*

- (i) in or under the authority of a court of justice;
- (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 or her 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;

or

(c) to appear on his or her own behalf before an Adjudicator appointed by the Public Service Labour Relations Board and the employee's grievance is upheld.

**13.13** Employees shall be also eligible for additional leave, as follows, in accordance with the policy of the Employer in effect on the date of signing:

(a) **Personnel Selection Leave**

The Employer shall compensate an employee at the applicable pay rate for any lost regularly scheduled work time that results from the employee's participation in a personnel selection process for a position in the Public Service as defined in the *Public Service Labour Relations Act*, and for lost regularly scheduled work time the Employer considers reasonable for the employee to travel to and from the place his or her presence is required.

(b) **Other Leave With Pay**

At its discretion, the Employer may grant leave with pay for purposes other than those specified in this Agreement, including military or civil defence training and emergencies affecting the community or place of work.

(c) **Educational and Other Leave Without Pay**

At its discretion, the Employer may grant leave without pay for any purpose, including upgrading of formal educational qualifications, enrolment in the Canadian Armed Forces and election to a full-time municipal office.



**(d) Personal Leave**

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay for reasons of a personal nature.

The leave will be scheduled at a time convenient 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.

**13.14 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, a single period of up to seven decimal five (7.5) hours of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

The leave will be scheduled at a time 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.

**13.15 Medical Appointment for Pregnant Employees**

Up to three decimal seven five (3.75) hours of reasonable time off with pay will be granted to pregnant employees for attending routine medical appointments.

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.

**Leave without pay for the Care of Family**

**13.16** Subject to clause 2.01(h), an employee shall be granted leave without pay for the care of family in accordance with the following conditions.

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

- (b) leave granted under this article shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the public service;
- (d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.
- (e) **Compassionate Care Leave**
  - (i) Notwithstanding paragraphs 2.01(h) and 13.16(b) and (d), an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits;
  - (ii) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits;
  - (iii) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted;
  - (iv) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.

## **ARTICLE 14**

### **LEAVE - GENERAL**

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

**14.02** When the employment of an employee who has been granted more vacation or sick leave with pay than he or she has earned is terminated by lay-off, he or she is considered to have earned the amount of leave with pay granted to him or her if, at the time of his or her lay-off, he or she has completed two (2) or more years of continuous employment.

**14.03** An employee is entitled to be informed, upon request to his or her supervisor, and not more than two (2) times per year, of the balance of his or her vacation or sick leave credits.

**14.04** The amount of vacation leave and sick leave earned by an employee at the time when this Agreement is signed, or at the time when he or she becomes subject to this Agreement, shall be retained by the employee.

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

**14.06** An employee shall not be granted two (2) different types of leave with pay during any one period, or monetary remuneration in lieu of leave with respect of that period.

**14.07** Except as otherwise specified in this collective agreement, where leave without pay for a period in excess of three (3) consecutive months is granted under Article 13 of this collective agreement to an employee for reasons other than illness, the total period of leave granted shall be deducted from the calculation of the employee's period of continuous employment for calculating severance pay and of service for calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes.

**14.08** 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 decimal five (7.5) hours.

**14.09** Leave credits will be earned on a basis of a day being equal to seven decimal five (7.5) hours, except for bereavement leave with pay.

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

**ARTICLE 15**  
**SEVERANCE PAY**

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**Effective on the date of signing of the collective agreement, clauses 15.04 and 15.05 are deleted from the collective agreement.**

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**15.01 Lay-off**

An employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid severance pay at the time of lay-off less any period of employment for which he or she was granted a termination of employment benefit.

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**15.02** In the case of an employee who is laid off for the first (1<sup>st</sup>) time, the amount of severance pay for the first (1<sup>st</sup>) complete year of continuous employment shall be, two (2) week's pay, or three (3) week's pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) week's pay for employees with 20 or more years of employment, plus one (1) week's pay for each succeeding completed 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), but the total amount of severance pay which may be paid under this clause shall not exceed twenty-eight (28) weeks' pay.

\*\*

**15.03** In the case of an employee who is laid off for a second (2<sup>nd</sup>) or subsequent time, the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment and, in the case of a partial year of continuous employment divided by three hundred and sixty-five (365), less any period of employment for which he or she was granted a termination of employment benefit, but the total amount of severance pay that may be paid under this clause shall not exceed twenty-seven (27) weeks' pay.

**15.04 Resignation**

Subject to clause 15.05, an employee who has ten (10) or more years of continuous employment is entitled to be paid on resignation from the public service, severance pay equal to the amount obtained by multiplying half (1/2) of his or her weekly pay rate on resignation by the number of completed years of his continuous employment to a maximum of thirteen (13) weeks' pay less any period of employment for which he was granted a termination of employment benefit.

**15.05 Retirement**

On termination of employment an employee who is entitled to an immediate annuity, or is entitled to an immediate annual allowance, under the *Public Service Superannuation Act*, shall be paid severance pay equal to the product obtained by multiplying his weekly pay rate on termination of employment by the number of completed years of his or her continuous employment to a maximum of thirty (30), less any period for which he or she was granted a termination of employment benefit.

**15.06** The pay rate referred to in the above clauses shall be the pay rate to which the employee is entitled for the classification prescribed in his or her certificate of appointment on the date of termination.

**15.07** If an employee dies, there shall be paid to his or her estate an amount determined in accordance with clause 15.05 regardless of any other benefit payable.

**15.08 Release for Incapacity or Incompetence**

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

\*\*

**15.09** Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 15.02 to 15.08 and 15.11 be pyramided.

For greater certainty, payments made pursuant to 15.11 to 15.14 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

\*\*

**15.10 Appointment to a Separate Agency**

An employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* shall be paid all severance payments resulting from the application of 15.04 (prior to the date of signing) or 15.11 to 15.14 (commencing on the date of signing).

\*\*

**15.11 Severance Termination**

- (a) Subject to 15.09 above, indeterminate employees on the date of signing shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.
- (b) Subject to 15.09 above, term employees on the date of signing shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

**Terms of Payment**

\*\*

**15.12 Options**

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

- (a) as a single payment at the rate of pay of the employee's substantive position as of the date of signing,  
  
or
- (b) as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration,  
  
or
- (c) as a combination of (a) and (b), pursuant to 15.13(c).

\*\*

**15.13 Selection of Option**

- (a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The employee who opts for the option described in 15.12(c) must specify the number of complete weeks to be paid out pursuant to 15.12(a) and the remainder to be paid out pursuant to 15.12(b).
- (d) An employee who does not make a selection under 15.13(b) will be deemed to have chosen option 15.12(b).

\*\*

**15.14 Appointment from a Different Bargaining Unit**

This clause applies in a situation where an employee is appointed into a position in the PR-NS bargaining unit from a position outside the PR-NS bargaining unit where, at the date of appointment, provisions similar to those in 15.02 to 15.07 are still in force, unless the appointment is only on an acting basis.

- (a) Subject to 15.09 above, on the date an indeterminate employee becomes subject to this Agreement after the date of signing, he or she shall be entitled to severance payment equal to one (1) week's pay for each

complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.

- (b) Subject to 15.09 above, on the date a term employee becomes subject to this Agreement after the date of signing, he or she shall be entitled to severance payment payable under 15.12(b), equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.
- (c) An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 15.12, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

## **ARTICLE 16**

### **HOURS OF WORK AND OVERTIME**

**16.01** Regular weekly hours for all employees shall be thirty-seven decimal five (37.5), to be worked in five (5) regular shifts of seven decimal five (7.5) hours.

**16.02**

- (i) Notwithstanding the provisions of clause 16.01, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period 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 decimal five (37.5) 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 day (28) period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.



- (ii) Notwithstanding the provisions of clause 16.01, it may be operationally advantageous to implement work schedules for employees that differ from those specified in clause 16.01. Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the majority of employees affected.
- (iii) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

### **Overtime**

**16.03** Subject to the operational requirements of the service as determined by the Employer, the Employer shall make every reasonable effort to allocate overtime work on an equitable basis among readily available qualified employees, and to give adequate notice to employees who are required to work overtime. Provided there is another qualified employee readily available to carry out the assignment, the Employer will not unreasonably withhold the granting of employee requests to be excused from working overtime.

**16.04** All time worked each day, either before or after the regular starting or quitting time in each shift, shall be considered as overtime, and will be paid at the rate of time and one-half (1 1/2) for the first three (3) hours of overtime worked in each day and at the rate of double (2) time thereafter.

### **16.05**

- (a) All work performed during a weekend recess shall be paid for at the rate of double (2) time except as provided in 16.05(b). A weekend recess is defined as the forty-eight (48) consecutive hours starting eight (8) hours after the termination of an employee's last regularly scheduled shift of the week. For the purpose of this clause:
  - (i) for an employee scheduled to work from Monday to Friday, a weekend recess shall start between 3:00 p.m. Friday and 4:00 p.m. Saturday;

or

- (ii) for an employee scheduled to work from Tuesday to Saturday a weekend recess shall commence between 3:00 p.m. Saturday to 4:00 p.m. Sunday.
- (b) When an employee is moved from the night shift to the day shift and the new shift commences during the last twelve (12) hours of his or her weekend recess, the employee shall be paid at his or her regular straight-time rate and not at the rate of double (2) time for that shift.
- (c) When an employee scheduled to work from Tuesday to Saturday is moved to a schedule of Monday to Friday, he or she shall be paid at his or her regular straight-time rate and not at the rate of double (2) time for that shift.

**16.06** The Employer agrees to pay for a minimum of three (3) hours if an employee is called in, on his or her weekend recess or on a holiday, unless the employee leaves earlier by mutual consent.

**16.07** All work performed on a Holiday shall be paid for at the rate of double (2) time plus pay for the Holiday, where applicable.

**16.08** Overtime pay shall be computed on the basis of the actual hourly pay rate plus shift differential, where applicable, paid to each employee.

**16.09** Overtime shall be compensated in cash, except where upon request of an employee and with the approval of the Employer, overtime shall be compensated by leave with pay. The duration of such leave shall be equal to the overtime worked multiplied by the applicable overtime rate. Payment of such leave shall be at the employee's straight-time pay rate in effect on the day that such leave is taken.

- (a) The Employer reserves the right to direct an employee to take accumulated compensatory leave but in so doing shall endeavour to grant such leave at such times as the employee may request.
- (b) If any above leave with pay earned cannot be liquidated by the end of a twelve (12)-month period, to be determined by the Employer, then payment in cash will be made at the employee's then current pay rate established for the classification level of his or her substantive position.

**16.10 Meal Allowance**

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of ten dollars and fifty cents (\$10.50) except where free meals are provided.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided for in (a), the employee shall be reimbursed for one additional meal in the amount of ten dollars and fifty cents (\$10.50) for each additional four (4) hour period thereafter, except where free meals are provided.
- (c) Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- (d) Meal allowances under this clause shall not apply to an employee who is in travel status that entitles the employee to claim expenses for lodging and or meals.

**ARTICLE 17**  
**TRAVELLING**

**17.01** Where an employee is required by the Employer to travel outside of his or her headquarters area and on government business as these expressions are normally defined by the Employer, and such travel is approved by the Employer, his or her method of travel shall be determined by the Employer, and he or she shall be compensated in the following manner:

- (a) on a normal working day on which he or she travels but does not work, the employee shall receive his or her regular pay for the day;
- (b) on a normal working day on which he or she travels and works, the employee shall be paid:
  - (i) his regular pay for the day for a combined period of travel and work not exceeding his or her normal work day of seven decimal five (7.5) hours or seven (7) hours, as applicable;

and

- (ii) at the applicable overtime rate for additional travel time in excess of seven decimal five (7.5) hours or seven (7)-hour period, as applicable, of work and travel, with a maximum payment for such additional travel time not to exceed seven decimal five (7.5) or seven (7) hours' pay as applicable, at the straight-time rate in any day;
- (c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travel led to a maximum of seven decimal five (7.5) or seven (7) hours' pay at the straight-time rate, as applicable.

**17.02** Clause 17.01 above does not apply to an employee performing work in any type of transport in which he or she is travelling. In such circumstances, the employee shall receive the greater of:

- (a) on a normal working day, his or her regular pay for the day;
- or
- (b) pay for actual hours worked in accordance with Article 16 and Appendices "A", "B", "C", "D" and "E" of this Agreement.

**17.03** An employee that is regularly employed in one plant, who is required to travel to and work in another plant within the same headquarters area during his or her regular hours or immediately after, shall have normal travelling time to such other plant paid for at the applicable rate.

## **ARTICLE 18**

### **CALL-BACK PAY**

**18.01** When an employee is recalled to work overtime that has not been scheduled in advance, he or she is entitled to either:

- (a) a minimum of three (3) hours at time and a one-half (1 1/2) for work starting before 10:00 p.m.;

or

- (b) a minimum of two (2) hours at double (2) time for work performed between 10:00 p.m. and 6:00 a.m.

provided that the period of overtime worked by the employee is not contiguous to his or her scheduled shift and that the minimum shall apply only the first (1<sup>st</sup>) time that an employee reports for work during a period of eight (8) hours starting with the first call-back.

## **ARTICLE 19 REPORTING PAY**

**19.01** If an employee reports for work on his or her regular shift without previous notice that work is not available, he or she shall be entitled to a full day's pay at his or her regular basic rate, unless that period is reduced because of an employee's own lateness or voluntary leaving before the end of the shift. This clause would not apply where the employee fails to receive notification not to report for work through absence from his or her home or because of other circumstances beyond the control of the Employer.

## **ARTICLE 20 DAY AND NIGHT SHIFTS**

**20.01** A night shift is one in which four (4) or more regularly scheduled hours fall between 6:00 p.m. and 7:00 a.m. of the following morning. All other shifts are day shifts.

**20.02** An employee whose scheduled regular shift is changed without seventy-two (72) hours prior notice shall be paid at the rate of time and one-half (1 1/2) for the first (1<sup>st</sup>) full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at straight time.

### **Night Shift Differential**

**20.03** An employee working on a scheduled night shift shall be paid a premium of two dollars (\$2.00) per hour, except for those employees in the Offset Preparation and Production Sub-Groups covered by Letter of Understanding 1981-1.

**ARTICLE 21**  
**PIECE WORK**

**21.01** It is agreed by the Employer that no piece work shall be inaugurated in relation to any employees covered by this Agreement.

**ARTICLE 22**  
**PAY ADMINISTRATION**

**22.01 Entitlement to Pay**

An employee is entitled to be paid for services rendered at the pay rate specified in Appendices "A", "B", "C", "D" and "E", as applicable, for the classification at which he or she is appointed in his certificate of appointment.

**22.02 Pay rates and Effective Date**

The pay rates in Appendices "A", "B", "C", "D" and "E" shall be effective on the dates specified therein.

**22.03 Acting Pay**

- (a) If an employee is employed for a period of at least three (3) hours on duties that have a higher classification than the classification to which he or she has been appointed, he or she shall be paid acting pay for the higher classification from the beginning of the period during which he or she assumed the higher duties.
- (b) When an employee is required by the Employer to perform the duties of a higher level classification outside of the bargaining unit for the qualifying period specified in the collective agreement applicable to that higher classification, the employee shall be paid acting pay for the higher classification from the beginning of the period during which he or she assumed the higher duties.

**22.04 Payment Following Death of Employee**

When an employee dies the Employer shall pay to the estate of that employee the amount of pay for any regularly scheduled work time he or she would have been entitled to receive but for his or her death had he or she worked for the period from the date of his or her death to the end of the month in which his or her death occurred.

**22.05 Retroactive Pay Increase**

- (a) The pay rates set forth in Appendices “A”, “B”, “C”, “D” and “E” shall become effective on the dates specified.
- (b) Where the pay rates set forth in Appendices “A”, “B”, “C”, “D” and “E” have an effective date before 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 from the effective date of the revision up to and including the day before the Collective Agreement is signed or when an arbitral award is rendered therefore;
  - (ii) a retroactive upward revision in pay rates 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) for initial appointments made during the retroactive period, the pay rate selected in the revised pay rates is the rate that is immediately shown below the pay rate being received prior to the revision;
  - (iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the pay rate shall be recalculated, in accordance with the *Public Service Terms and Conditions of Employment Regulations*, using the revised pay rates. If the recalculated pay rate is less than the pay rate the employee was previously receiving, the revised pay rate shall be the rate, which is nearest to, but not less than the pay rate being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall

be the pay rate immediately shown below the pay rate being received before the revision;

and

- (v) no payment or no notification shall be made pursuant to paragraph 22.05(b) for one dollar (\$1.00) or less.

#### **22.06**

- (a) An employee classified as lead-hand level "A" shall receive a differential of ninety cents (90¢) above his or her basic hourly wage rate.
- (b) An employee classified as remote level "B" shall receive a differential of one dollar and ten cents (\$1.10) above his or her basic hourly wage rate.
- (c) An employee classified at supervisory level "C" shall receive a differential of one dollar and twenty-five cents (\$1.25) above his or her basic hourly wage rate, or the basic hourly wage rate of the highest paid tradesperson reporting to him, whichever is greater.

**22.07** An employee who is scheduled to work Tuesday to Saturday shall receive a premium of fifty-five cents (55¢) per hour for all regularly scheduled hours worked at straight-time rates between 8:00 a.m. Saturday and 8:00 a.m. Sunday.

### **ARTICLE 23**

#### **NEW RATES**

**23.01** The Employer agrees to give the Union forty-five (45) days' notice in writing of its intent to place in operation new printing equipment of a type not used by the Employer at the date of signing of this Agreement, and to establish new classifications, if required for the positions required to operate or maintain the equipment in question, provided such maintenance work falls within the Union's jurisdiction. During such a forty-five (45) day period, the Employer will meet with the Union to negotiate wage rates for the new classification.

**23.02** If agreement cannot be reached within sixty (60) days from the date on which notice is given, as specified in clause 23.01, the matter shall be submitted to an arbitrator agreed by the Parties, who will render a final decision, binding on both Parties.



**23.03** The arbitrator's fees and travelling expenses shall be shared equally by the Union and the Employer.

**23.04** The wage rates, whenever finally determined, shall be retroactive to the date of the beginning of operation of the new machine.

## **ARTICLE 24 GRIEVANCE PROCEDURE**

**24.01** In cases of alleged misinterpretation or misapplication arising out of Agreements concluded by the National Joint Council of the Public Service on items which may be included in a Collective Agreement and which the Parties to this Agreement have endorsed, the grievance procedure will be in accordance with Section 15 of the NJC by-laws.

### **Individual Grievances**

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

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

### **Group Grievances**

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

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

### **Policy Grievances**

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

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

### **Grievance Procedure**

**24.05** For the purposes of this Article, a grievor is an employee or, in the case of a group or policy grievance, the Union.

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

**24.07** The Parties recognize the value of informal discussion between employees and their supervisors and between the Union and the Employer to the end that problems might be resolved without recourse to a formal grievance. When notice is given that an employee or the Union, within the time limits prescribed in clause 24.15, wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

**24.08** A grievor wishing to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the employee's immediate supervisor or local officer-in-charge who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,  
  
and
- (b) provide the grievor with a receipt stating the date on which the grievance was received.

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

**24.10** Subject to and as provided for in the *Public Service Labour Relations Act*, a grievor who feels treated unjustly or aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 24.08, except that:

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

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

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

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

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

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

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

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

**24.15** A grievor may present a grievance to the first level of the procedure in the manner prescribed in clause 24.08, not later than the twenty-fifth (25<sup>th</sup>) day after the date on which the grievor is notified or on which the grievor first becomes aware of the action or circumstances giving rise to the grievance. The Employer may present a policy grievance in the manner prescribed in clause 24.04 not later than the twenty-fifth (25<sup>th</sup>) day after the date on which the Employer is notified orally or in writing or on which the Employer first becomes aware of the action or circumstances giving rise to the policy grievance.

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

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

or

- (b) where the Employer has not conveyed a decision to the grievor within the time prescribed in clause 24.17, within fifteen (15) days after presentation by the grievor of the grievance at the previous level.

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

**24.18** Where an employee has been represented by the Union in the presentation of the employee's grievance, the Employer will provide the appropriate representative of the Union 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.

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

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

**24.21** Where the provisions of clause 24.08 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency concerned. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor

may present the grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

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

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

**24.24** Where the Employer demotes or terminates an employee for cause pursuant to paragraph 12(1)(c), (d) or (e) of the *Financial Administration Act*, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be presented at the final level only.

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

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

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

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

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

**24.28** Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application for the employee of a provision of this Agreement or an Arbitral Award, the employee is not entitled to refer the grievance to adjudication unless the Union signifies:

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

### **Expedited Adjudication**

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

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

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

**ARTICLE 25**  
**JOINT COMMITTEE**

**25.01** A Joint Committee composed of representatives of the Employer and the Union shall be established for providing joint consultation on matters of common interest.

**25.02** Without prejudice to the position the Employer or the Union may wish to take in the future about the desirability of having the subjects dealt with by the provisions of collective agreements, the following subjects, as they affect employees covered by this Agreement, shall be regarded as appropriate subjects for consultation in the Joint Committee:

- (a) Measures to deal with the effect on employees of technological change,
- (b) Manning of equipment,
- and
- (c) Apprenticeship.

**25.03** Consultation may take place to provide information, discuss policy application, or examine problems with a view to identifying possible solutions. During consultation, commitments may be made by Employer or Union representatives, as the case may be, on any matter referred to consultation on which they have authority to act. No such commitment can be made regarding any matter in the absence of such authority, and no commitment can be made that would have the effect of altering, amending, adding to, or modifying the terms of this Agreement.



**25.04** The Joint Committee may, by mutual agreement, appoint sub-committees for one or more purposes.

**ARTICLE 26**  
**GENERAL**

**26.01 Safety**

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 Union 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.

**26.02 Contracting Out**

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

\*\*

**26.03 Collective Agreement**

The Employer agrees to supply each employee with a copy of the Collective Agreement and any amendments thereto. For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to this Agreement. Where electronic access to the Agreement is unavailable or impractical, the employee shall be supplied, on request, with a printed copy of the Agreement.

**26.04** Nothing in this Agreement shall be construed as guaranteeing an employee minimum or maximum hours of work.

**26.05 Information**

The Employer agrees to supply the Union on a quarterly basis with a list of all employees in the bargaining unit. The list referred to in this document 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 possible, the Employer agrees to add to the above list the date of appointment for new employees.

**ARTICLE 27**  
**NOTICE TO AMEND OR RENEW**  
**COLLECTIVE AGREEMENT**

**27.01** Should either party, at the expiration of this agreement, desire amendments or alterations therein for its renewal, a written notice to that effect shall be served upon the other party within the four (4) months before it ceases to be in force, in accordance with the provisions of section 105(2)(b) of the *Public Service Labour Relations Act*.

**ARTICLE 28**  
**PART-TIME EMPLOYEES**

**Definition**

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**28.01** Part-time employee means a person whose regular scheduled hours of work in the same position on an average are less than thirty-seven decimal five (37.5) hours per week, but not less than those prescribed in the *Public Service Labour Relations Act*.

**General**

\*\*

**28.02** Part-time employees shall be entitled to the benefits provided under the Agreement in the same proportion as their normal weekly hours of work in the same position compared with the regular weekly hours of work of full-time employees unless otherwise specified in this Agreement.

**28.03** Part-time employees shall be paid at the straight-time pay rate for all work performed up to seven decimal five (7.5) hours in a day, or thirty-seven decimal five (37.5) hours in a week.

\*\*

**28.04** The days of rest provisions of this agreement apply only in a week when a part-time employee has worked five (5) days at straight time and thirty-seven decimal five (37.5) hours in a week at the straight-time rate in the same position in the week.

**28.05** 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 the Agreement.

**Designated Holidays**

**28.06** A part-time employee shall not be paid for the designated holidays but shall, instead be paid four decimal two five per cent (4.25%) for all straight-time hours worked.

**28.07** When a part-time employee is required to work on a day that is prescribed as a designated paid holiday for a full-time employee in clause 10.01, the employee shall be paid at double (2) time for all hours worked.

**28.08 Overtime**

(a) Overtime means authorized work performed in excess of seven decimal five (7.5) hours per day or thirty-seven decimal five (37.5) hours per week, but does not include time worked on a holiday.

(b) Notwithstanding (a) for employees whose normal scheduled hours of work are in excess of seven decimal five (7.5) hours per day overtime means authorized work performed in excess of those normal scheduled daily hours or an average of thirty-seven decimal five (37.5) hours per week.

**28.09** Subject to 28.08, a part-time employee who is required to work overtime shall be paid overtime as specified by this Agreement.

**Bereavement Leave**

**28.10** Notwithstanding clause 28.02, there shall be no prorating of a “day” for bereavement leave under clause 13.01.

**Vacation Leave With Pay**

**28.11** A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the

employee's normal workweek, at the rate for years of service as specified in clause 28.01 established in the vacation leave entitlement clause specified by this Agreement, 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 workweek per month;
  - (b) when the entitlement is twelve decimal five (12.5) hours a month, .333 multiplied by the number of hours in the employee's workweek 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 workweek per month;
  - (d) when the entitlement is fourteen decimal four (14.4) hours a month, .383 multiplied by the number of hours in the employee's workweek 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 the employee's workweek 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;
- and
- (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.

### **Sick Leave**

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

**28.13 Vacation and Sick Leave Administration**

- (a) For the purposes of administration of clauses 28.11 and 28.12, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

**Severance Pay**

**28.14** Notwithstanding the severance pay provisions of Article 15, where the period of continuous employment for which severance benefit is to be paid consists of full-time and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows:

- (a) the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time;
- (b) the equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

**ARTICLE 29**

**SHIFT PRINCIPLE**

**29.01** It is recognized that certain full-time indeterminate employees whose hours of work are regularly scheduled on a night shift basis in accordance with Article 20 (hereinafter referred to as a night-shift worker) are required to attend certain proceedings, under this Collective Agreement as identified in paragraph 29.01(a) and certain other proceedings identified in paragraph 29.01(b) that normally take place between the hours of 9:00 a.m. to 5:00 p.m. from Mondays to Fridays inclusive.

When a night-shift worker that is scheduled to work on the day of that proceeding and when the proceeding is not scheduled during the employee's scheduled shift for that day and when the majority of the hours of his or her scheduled shift on that day do not fall between the hours of 9:00 a.m. to 5:00 p.m., upon written application by the employee, the Employer shall endeavour, where possible, to

change the shift work employee's shift on the day of the proceeding so that the majority of the hours fall between 9:00 a.m. to 5:00 p.m. provided that operational requirements are met, there is no increase in cost to the Employer and sufficient advance notice is given by the employee.

(a) **Certain Proceedings Under This Agreement**

- (i) Personnel Selection Process Clause 13.13(a).

(b) **Certain Other Proceedings**

- (i) Training courses which the employee is required to attend by the Employer.
- (ii) To write provincial certification examinations which are a requirement for the continuation of the performance of the duties of the employee's position.

**ARTICLE 30**

**NATIONAL JOINT COUNCIL AGREEMENTS**

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**30.01** Agreements concluded by the National Joint Council (NJC) of the Public Service on items that may be included in a collective agreement, and which the Parties to this agreement have endorsed after December 6, 1978, and as amended from time to time will form part of this collective agreement, subject to the *Public Service Labour Relations Act* (PSLRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in Section 113(b) of the PSLRA.

\*\*

**30.02** NJC items that may be included in a collective agreement are those items that the Parties to the NJC agreements have designated as such or upon that the Chairman of the Public Service Labour Relations Board has made a ruling pursuant to (c) of the NJC Memorandum of Understanding that became effective December 6, 1978 and as amended from time to time.

\*\*

**30.03** All directives, which the union has opted to take part in consultation, as amended from time to time by National Joint Council recommendation and that have been approved by the Treasury Board of Canada, form part of this Collective Agreement and can be found at the following website address: <http://www.njc-cnm.gc.ca/>.

\*\*

**30.04** Grievances in regard to the NJC 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**

### **DISCIPLINE**

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

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

**31.03** The Employer shall notify the local representative of the Union as soon as possible that such suspension or termination has occurred.

**31.04** The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from employee's file the content of which the employee was not aware at the time of filing or within a reasonable period thereafter.

**31.05** Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, will be destroyed two (2) years after the disciplinary action was taken, provided no further disciplinary action has been recorded during this period.

## **ARTICLE 32**

### **TECHNOLOGICAL CHANGE**

**32.01** The Parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the National Joint Council Workforce Adjustment agreement concluded by the Parties will apply. In all other cases the following clauses will apply.

**32.02** In this Article “Technological Change” means:

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

and

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

**32.03** Both Parties recognize the overall advantages of technological change and will, therefore, encourage and promote it in the Employer’s operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees that might result from such changes.

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

**32.05** The written notice provided for in clause 32.04 will provide the following information:

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



- (c) the location or locations involved;
- (d) the approximate number and type of employees likely to be affected by the technological change;
- and
- (e) the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.

**32.06** As soon as reasonably possible after notice is given under clause 32.04, the Employer shall consult meaningfully with the Union concerning the rationale for the change and the topics referred to in clause 32.05 on each group of employees, including training.

**32.07** When, because of technological change, the Employer determines that an employee needs new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

### **ARTICLE 33**

#### **EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

#### **33.01**

- (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (b) The Employer's representative(s) that assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.

- (c) An employee has the right to make written comments to be attached to the performance review form.

**33.02**

- (a) Before an employee performance review the employee shall be given:

- (i) the evaluation form that will be used for the review;
- (ii) any written document that provides instructions to the person conducting the review;

and

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

**33.03** Upon written request of an employee, the personnel file of that employee shall be made available once (1) per year for his or her examination in the presence of an authorized representative of the Employer.

**ARTICLE 34**

**NO DISCRIMINATION**

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

**\*\*ARTICLE 35**

**MEMBERSHIP FEES**

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

**35.02** Membership dues referred to in Article 8, Check-Off, of this Agreement are specifically excluded as reimbursable fees under this Article.

**ARTICLE 36**  
**DURATION OF AGREEMENT**

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**36.01** The duration of this Collective Agreement shall be from the date it is signed to September 30, 2014.

**36.02** Unless as otherwise expressly stipulated, this Agreement shall become effective on the date it is signed.

**36.03** The provisions of this Collective Agreement shall be implemented by the Parties within a period of one hundred and fifty (150) days from the date of signing.

**ARTICLE 37**  
**AGREEMENT REOPENER**

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

SIGNED AT OTTAWA, this 14<sup>th</sup> day of the month of February 2012.

THE TREASURY BOARD  
OF  
CANADA

THE COMMUNICATIONS,  
ENERGY AND PAPERWORKERS  
UNION OF CANADA – LOCAL  
588G

ORIGINAL SIGNED BY

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Marc-Arthur Hyppolite

ORIGINAL SIGNED BY

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Robert Currier

ORIGINAL SIGNED BY

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Ted Leindecker

ORIGINAL SIGNED BY

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Daniel Brunke

ORIGINAL SIGNED BY

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Martine Sigouin

ORIGINAL SIGNED BY

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Jean-Marie Rondeau

ORIGINAL SIGNED BY

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Ron Gravel

**PAY NOTES FOR  
APPENDICES “A”, “B”, “C”, “D” AND “E”**

**PAY INCREMENTS**

1. The pay increment period for a full-time and a part-time employee is twelve (12) months.
2. The pay increment date for an employee appointed after September 1, 1988 to a position in the bargaining unit upon promotion, demotion or from outside the public service shall be the anniversary of such appointment, that is twelve (12) months from the date of appointment.

**\*\*APPENDIX "A"**

**EMPLOYEES OF THE BINDERY SUB-GROUP**  
**HOURLY RATES OF PAY**  
(in dollars)

- A) **Effective October 1, 2011**  
B) **Effective October 1, 2012**  
C) **Effective October 1, 2013**

The hourly rates of pay for occupations in the Bindery Sub-Group shall be as follows:

**NEWFOUNDLAND, PEI, NS, NB, QUEBEC, ONTARIO (OTHER THAN OTTAWA/HULL, MONTREAL AND TORONTO)**

**Bindery Operator 1 (BIN-1)**

From:	\$	15.01	15.55	16.16
To:	A	15.27	15.82	16.44
	B	15.50	16.06	16.69
	C	15.81	16.38	17.02

**Bindery Operator 2 (BIN-2)**

From:	\$	16.64	17.27	17.89
To:	A	16.93	17.57	18.20
	B	17.18	17.83	18.47
	C	17.52	18.19	18.84

**Bindery Operator 3 (BIN-3)**

From:	\$	19.21	19.90	20.66
To:	A	19.55	20.25	21.02
	B	19.84	20.55	21.34
	C	20.24	20.96	21.77

**OTTAWA-HULL AND MONTREAL****Bindery Operator 1 (BIN-1)**

From:	\$	16.08	16.70	17.34
To:	A	16.36	16.99	17.64
	B	16.61	17.24	17.90
	C	16.94	17.58	18.26

**Bindery Operator 2 (BIN-2)**

From:	\$	17.85	18.50	19.22
To:	A	18.16	18.82	19.56
	B	18.43	19.10	19.85
	C	18.80	19.48	20.25

**Bindery Operator 3 (BIN-3)**

From:	\$	23.15	24.00	24.92
To:	A	23.56	24.42	25.36
	B	23.91	24.79	25.74
	C	24.39	25.29	26.25

**Bindery Operator 4 (BIN-4)**

From:	\$	23.15	24.00	24.92
To:	A	23.56	24.42	25.36
	B	23.91	24.79	25.74
	C	24.39	25.29	26.25

**TORONTO****Bindery Operator 1 (BIN-1)**

From:	\$	16.99	17.65	18.31
To:	A	17.29	17.96	18.63
	B	17.55	18.23	18.91
	C	17.90	18.59	19.29

**Bindery Operator 2 (BIN-2)**

From:	\$	18.70	19.35	20.12
To:	A	19.03	19.69	20.47
	B	19.32	19.99	20.78
	C	19.71	20.39	21.20

**Bindery Operator 3 (BIN-3)**

From:	\$	23.17	24.01	24.93
To:	A	23.58	24.43	25.37
	B	23.93	24.80	25.75
	C	24.41	25.30	26.27

**WINNIPEG****Bindery Operator 1 (BIN-1)**

From:	\$	17.50	18.21	18.87
To:	A	17.81	18.53	19.20
	B	18.08	18.81	19.49
	C	18.44	19.19	19.88

**Bindery Operator 2 (BIN-2)**

From:	\$	19.20	19.89	20.65
To:	A	19.54	20.24	21.01
	B	19.83	20.54	21.33
	C	20.23	20.95	21.76

**Bindery Operator 3 (BIN-3)**

From:	\$	23.61	24.51	25.44
To:	A	24.02	24.94	25.89
	B	24.38	25.31	26.28
	C	24.87	25.82	26.81

**REGINA****Bindery Operator 1 (BIN-1)**

From:	\$	19.70	20.43	21.21
To:	A	20.04	20.79	21.58
	B	20.34	21.10	21.90
	C	20.75	21.52	22.34

**Bindery Operator 2 (BIN-2)**

From:	\$	21.19	21.98	22.82
To:	A	21.56	22.36	23.22
	B	21.88	22.70	23.57
	C	22.32	23.15	24.04



**SASKATOON****Bindery Operator 1 (BIN-1)**

From:	\$	19.00	19.72	20.46
To:	A	19.33	20.07	20.82
	B	19.62	20.37	21.13
	C	20.01	20.78	21.55

**Bindery Operator 2 (BIN-2)**

From:	\$	20.54	21.33	22.12
To:	A	20.90	21.70	22.51
	B	21.21	22.03	22.85
	C	21.63	22.47	23.31

**ALBERTA****Bindery Operator 1 (BIN-1)**

From:	\$	19.16	19.85	20.62
To:	A	19.50	20.20	20.98
	B	19.79	20.50	21.29
	C	20.19	20.91	21.72

**Bindery Operator 2 (BIN-2)**

From:	\$	20.69	21.44	22.25
To:	A	21.05	21.82	22.64
	B	21.37	22.15	22.98
	C	21.80	22.59	23.44

**Bindery Operator 3 (BIN-3)**

From:	\$	23.27	24.15	25.05
To:	A	23.68	24.57	25.49
	B	24.04	24.94	25.87
	C	24.52	25.44	26.39

**BRITISH COLUMBIA****Bindery Operator 1 (BIN-1)**

From:	\$	21.78	22.60	23.42
To:	A	22.16	23.00	23.83
	B	22.49	23.35	24.19
	C	22.94	23.82	24.67

**Bindery Operator 2 (BIN-2)**

From:	\$	23.18	24.03	24.95
To:	A	23.59	24.45	25.39
	B	23.94	24.82	25.77
	C	24.42	25.32	26.29

**Bindery Operator 3 (BIN-3)**

From:	\$	29.76	30.84	32.00
To:	A	30.28	31.38	32.56
	B	30.73	31.85	33.05
	C	31.34	32.49	33.71

**\*\*APPENDIX "B"**

**EMPLOYEES OF THE OFFSET PREPARATION  
AND PRODUCTION SUB-GROUPS  
HOURLY RATES OF PAY  
(in dollars)**

- A) Effective October 1, 2011**  
**B) Effective October 1, 2012**  
**C) Effective October 1, 2013**

The hourly rates of pay for occupations in the Offset Preparation and Offset Production Sub-Groups shall be as follows:

**NEWFOUNDLAND****OFFSET PRODUCTION****OFO-2**

From:	\$	19.89	20.65	21.40
To:	A	20.24	21.01	21.77
	B	20.54	21.33	22.10
	C	20.95	21.76	22.54

**OFO-3**

From:	\$	20.18	20.91	21.74
To:	A	20.53	21.28	22.12
	B	20.84	21.60	22.45
	C	21.26	22.03	22.90

**PROVINCES OF PRINCE EDWARD ISLAND, NOVA SCOTIA AND  
NEW BRUNSWICK****OFFSET PRODUCTION****OFO-2**

From:	\$	20.42	21.19	21.98
To:	A	20.78	21.56	22.36
	B	21.09	21.88	22.70
	C	21.51	22.32	23.15

**OFO-3**

From:	\$	20.71	21.45	22.27
To:	A	21.07	21.83	22.66
	B	21.39	22.16	23.00
	C	21.82	22.60	23.46

**OFO-4**

From:	\$	21.61	22.42
To:	A	21.99	22.81
	B	22.32	23.15
	C	22.77	23.61

**QUEBEC AND ONTARIO****OFFSET PREPARATION****OFE-1**

From:	\$	20.66	21.42	22.22
To:	A	21.02	21.79	22.61
	B	21.34	22.12	22.95
	C	21.77	22.56	23.41

**OFE-2**

From:	\$	23.07	23.90	24.81
To:	A	23.47	24.32	25.24
	B	23.82	24.68	25.62
	C	24.30	25.17	26.13

**OFE-3**

From:	\$	28.02	29.08	30.17
To:	A	28.51	29.59	30.70
	B	28.94	30.03	31.16
	C	29.52	30.63	31.78

**OFE-4**

From:	\$	26.92	27.93	28.97
To:	A	27.39	28.42	29.48
	B	27.80	28.85	29.92
	C	28.36	29.43	30.52

**OFE-5A\***

From:	\$	26.92	27.93	28.97
To:	A	27.39	28.42	29.48
	B	27.80	28.85	29.92
	C	28.36	29.43	30.52

\* For pay purposes only refer to as OFE-15

**OFE-5**

From:	\$	28.65	29.76	30.84
To:	A	29.15	30.28	31.38
	B	29.59	30.73	31.85
	C	30.18	31.34	32.49

**OFE-6**

From:	\$	28.65	29.76	30.84
To:	A	29.15	30.28	31.38
	B	29.59	30.73	31.85
	C	30.18	31.34	32.49

**OFE-7**

From:	\$	31.89	33.07	34.32
To:	A	32.45	33.65	34.92
	B	32.94	34.15	35.44
	C	33.60	34.83	36.15

**OFFSET PRODUCTION****OFO-1**

From:	\$	17.72	18.36
To:	A	18.03	18.68
	B	18.30	18.96
	C	18.67	19.34

**OFO-2**

From:	\$	18.01	18.71	19.36
To:	A	18.33	19.04	19.70
	B	18.60	19.33	20.00
	C	18.97	19.72	20.40

**OFO-3**

From:	\$	20.71	21.45	22.27
To:	A	21.07	21.83	22.66
	B	21.39	22.16	23.00
	C	21.82	22.60	23.46

**OFO-4**

From:	\$	21.61	22.42
To:	A	21.99	22.81
	B	22.32	23.15
	C	22.77	23.61

**OFO-5**

From:	\$	22.03	22.86
To:	A	22.42	23.26
	B	22.76	23.61
	C	23.22	24.08

**OFO-6**

From:	\$	22.50	23.33
To:	A	22.89	23.74
	B	23.23	24.10
	C	23.69	24.58

**OFO-7****Feeder - Over 788 mm to 1378 mm (30" to 54"), inclusive**

From:	\$	22.85	23.74
To:	A	23.25	24.16
	B	23.60	24.52
	C	24.07	25.01

**OFO-8****Pressman - Over 508 mm to 1032 mm (20" to 40"), inclusive (one-colour)**

From:	\$	25.51	26.46
To:	A	25.96	26.92
	B	26.35	27.32
	C	26.88	27.87

**OFO-9****Pressman - Over 788 mm to 1032 mm (30" to 40"), inclusive (two-colour)**

From:	\$	28.40	29.50
To:	A	28.90	30.02
	B	29.33	30.47
	C	29.92	31.08

**OFO-10****Pressman - Two unit perfecter web**

From:	\$	29.61	30.72
To:	A	30.13	31.26
	B	30.58	31.73
	C	31.19	32.36

**OFO-11****Second Pressman - Over 788 mm to 1032 mm (30" to 40"), inclusive (four-colour)**

From:	\$	29.68	30.82
To:	A	30.20	31.36
	B	30.65	31.83
	C	31.26	32.47

**OFO-12****First Pressman - Over 788 mm to 1032 mm (30" to 40"), inclusive (four-colour)**

From:	\$	33.93	35.19
To:	A	34.52	35.81
	B	35.04	36.35
	C	35.74	37.08

**OFO-13****Pressman - Over 1032 mm to 1378 mm (40" to 54"), inclusive (two-colour)**

From:	\$	29.32	30.41
To:	A	29.83	30.94
	B	30.28	31.40
	C	30.89	32.03

**OFO-14****Feeder - Over 1378 mm to 1610 mm (54" to 63"), inclusive (four-colour) computer print control**

From:	\$	25.56	26.51
To:	A	26.01	26.97
	B	26.40	27.37
	C	26.93	27.92

**OFO-15****Second Pressman - Over 1378 mm to 1610 mm (54" to 63"), inclusive (four-colour) computer print control**

From:	\$	32.38	33.60
To:	A	32.95	34.19
	B	33.44	34.70
	C	34.11	35.39

**OFO-16****First Pressman - Over 1378 mm to 1610 mm (54" to 63"), inclusive (four-colour) computer print control**

From:	\$	34.70	35.98
To:	A	35.31	36.61
	B	35.84	37.16
	C	36.56	37.90

**OFO-17****Feeder - Over 674 mm to 1032 mm (26" to 40"), inclusive (seven-colour) computer print control**

From:	\$	24.61	25.54
To:	A	25.04	25.99
	B	25.42	26.38
	C	25.93	26.91



**OFO-18****Second Pressman - Over 674 mm to 1032 mm (26" to 40"), inclusive  
(seven-colour) computer print control**

From:	\$	32.24	33.43
To:	A	32.80	34.02
	B	33.29	34.53
	C	33.96	35.22

**OFO-19****First Pressman - Over 674 mm to 1032 mm (26" to 40"), inclusive  
(seven-colour) computer print control**

From:	\$	36.47	37.84
To:	A	37.11	38.50
	B	37.67	39.08
	C	38.42	39.86

**MANITOBA, SASKATCHEWAN AND ALBERTA****OFFSET PREPARATION****OFE-1**

From:	\$	21.02	21.81	22.64
To:	A	21.39	22.19	23.04
	B	21.71	22.52	23.39
	C	22.14	22.97	23.86

**OFE-3**

From:	\$	25.36	26.33	27.29
To:	A	25.80	26.79	27.77
	B	26.19	27.19	28.19
	C	26.71	27.73	28.75

**OFE-4**

From:	\$	25.12	26.06	27.05
To:	A	25.56	26.52	27.52
	B	25.94	26.92	27.93
	C	26.46	27.46	28.49

**OFE-5A\***

From:	\$	25.12	26.06	27.05
To:	A	25.56	26.52	27.52
	B	25.94	26.92	27.93
	C	26.46	27.46	28.49

\* For pay purposes only refer to as OFE-15

**OFE-5**

From:	\$	26.71	27.71	28.73
To:	A	27.18	28.19	29.23
	B	27.59	28.61	29.67
	C	28.14	29.18	30.26

**OFE-6**

From:	\$	26.71	27.71	28.73
To:	A	27.18	28.19	29.23
	B	27.59	28.61	29.67
	C	28.14	29.18	30.26

**OFFSET PRODUCTION****OFO-2**

From:	\$	21.13	21.90	22.75
To:	A	21.50	22.28	23.15
	B	21.82	22.61	23.50
	C	22.26	23.06	23.97

**OFO-3**

From:	\$	21.40	22.21	23.00
To:	A	21.77	22.60	23.40
	B	22.10	22.94	23.75
	C	22.54	23.40	24.23

**OFO-4**

From:	\$	22.31	23.19
To:	A	22.70	23.60
	B	23.04	23.95
	C	23.50	24.43

**OFO-5**

From:	\$	22.76	23.60
To:	A	23.16	24.01
	B	23.51	24.37
	C	23.98	24.86

**OFO-8**

From:	\$	25.91	26.89
To:	A	26.36	27.36
	B	26.76	27.77
	C	27.30	28.33

**BRITISH COLUMBIA****OFFSET PREPARATION****OFE-1**

From:	\$	26.42	27.43	28.44
To:	A	26.88	27.91	28.94
	B	27.28	28.33	29.37
	C	27.83	28.90	29.96

**OFE-3**

From:	\$	29.15	30.26	31.38
To:	A	29.66	30.79	31.93
	B	30.10	31.25	32.41
	C	30.70	31.88	33.06

**OFE-4**

From:	\$	28.71	29.81	30.94
To:	A	29.21	30.33	31.48
	B	29.65	30.78	31.95
	C	30.24	31.40	32.59

**OFE-5**

From:	\$	30.69	31.87	33.04
To:	A	31.23	32.43	33.62
	B	31.70	32.92	34.12
	C	32.33	33.58	34.80

**OFFSET PRODUCTION****OFO-2**

From:	\$	25.38	26.34	27.30
To:	A	25.82	26.80	27.78
	B	26.21	27.20	28.20
	C	26.73	27.74	28.76

**OFO-3**

From:	\$	26.61	27.63	28.65
To:	A	27.08	28.11	29.15
	B	27.49	28.53	29.59
	C	28.04	29.10	30.18

**OFO-4**

From:	\$	27.76	28.82
To:	A	28.25	29.32
	B	28.67	29.76
	C	29.24	30.36

**OFO-6**

From:	\$	29.04	30.13
To:	A	29.55	30.66
	B	29.99	31.12
	C	30.59	31.74

**\*\*APPENDIX "C"**

**EMPLOYEES OF THE COMPOSITION SUB-GROUP  
HOURLY RATES OF PAY  
(in dollars)**

- A) **Effective October 1, 2011**  
 B) **Effective October 1, 2012**  
 C) **Effective October 1, 2013**

The hourly rates of pay for occupations in the Composition Sub-Group shall be as follows:

**OTTAWA-HULL AND MONTREAL****COM-1**

From:	\$	17.85	18.50	19.22
To:	A	18.16	18.82	19.56
	B	18.43	19.10	19.85
	C	18.80	19.48	20.25

**COM-2**

From:	\$	20.61	21.36	22.17
To:	A	20.97	21.73	22.56
	B	21.28	22.06	22.90
	C	21.71	22.50	23.36

**COM-3**

From:	\$	22.94	23.83	24.72
To:	A	23.34	24.25	25.15
	B	23.69	24.61	25.53
	C	24.16	25.10	26.04

**COM-4**

From:	\$	23.26	24.13	25.04
To:	A	23.67	24.55	25.48
	B	24.03	24.92	25.86
	C	24.51	25.42	26.38

**COM-5**

From:	\$	24.66	25.58	26.55
To:	A	25.09	26.03	27.01
	B	25.47	26.42	27.42
	C	25.98	26.95	27.97

**TORONTO****COM-2**

From:	\$	21.51	22.31	23.19
To:	A	21.89	22.70	23.60
	B	22.22	23.04	23.95
	C	22.66	23.50	24.43

**ONTARIO (OTHER THAN OTTAWA AND TORONTO)****COM-2**

From:	\$	19.05	19.78	20.51
To:	A	19.38	20.13	20.87
	B	19.67	20.43	21.18
	C	20.06	20.84	21.60

**\*\*APPENDIX "D"**

**EMPLOYEES OF THE JOB PLANNING  
AND CONTROL SUB-GROUP  
HOURLY RATES OF PAY**  
(in dollars)

- A) Effective October 1, 2011**  
**B) Effective October 1, 2012**  
**C) Effective October 1, 2013**

The hourly rates of pay for occupations in the Job Planning and Control Sub-Group shall be as follows:

**OTTAWA AND MONTREAL****PRC-1**

From:	\$	20.66	21.42	22.22
To:	A	21.02	21.79	22.61
	B	21.34	22.12	22.95
	C	21.77	22.56	23.41

**PRC-2**

From:	\$	22.94	23.83	24.72
To:	A	23.34	24.25	25.15
	B	23.69	24.61	25.53
	C	24.16	25.10	26.04

**PRC-3**

From:	\$	25.54	26.49	27.48
To:	A	25.99	26.95	27.96
	B	26.38	27.35	28.38
	C	26.91	27.90	28.95

**PRC-4**

From:	\$	27.65	28.67	29.78
To:	A	28.13	29.17	30.30
	B	28.55	29.61	30.75
	C	29.12	30.20	31.37

**PRC-5**

From:	\$	27.65	28.67	29.78
To:	A	28.13	29.17	30.30
	B	28.55	29.61	30.75
	C	29.12	30.20	31.37

**PRC-6**

From:	\$	29.57	30.68	31.83
To:	A	30.09	31.22	32.39
	B	30.54	31.69	32.88
	C	31.15	32.32	33.54

**PRC-7**

From:	\$	31.91	33.09	34.35
To:	A	32.47	33.67	34.95
	B	32.96	34.18	35.47
	C	33.62	34.86	36.18

**ATLANTIC****PRC-1**

From:	\$	18.78	19.49	20.21
To:	A	19.11	19.83	20.56
	B	19.40	20.13	20.87
	C	19.79	20.53	21.29

**PRC-2**

From:	\$	21.58	22.39	23.25
To:	A	21.96	22.78	23.66
	B	22.29	23.12	24.01
	C	22.74	23.58	24.49

**PRC-6**

From:	\$	27.77	28.83	29.90
To:	A	28.26	29.33	30.42
	B	28.68	29.77	30.88
	C	29.25	30.37	31.50



**TORONTO****PRC-2**

From:	\$	24.01	24.93	25.86
To:	A	24.43	25.37	26.31
	B	24.80	25.75	26.70
	C	25.30	26.27	27.23

**WINNIPEG****PRC-2**

From:	\$	23.31	24.21	25.11
To:	A	23.72	24.63	25.55
	B	24.08	25.00	25.93
	C	24.56	25.50	26.45

**EDMONTON****PRC-2**

From:	\$	23.31	24.21	25.11
To:	A	23.72	24.63	25.55
	B	24.08	25.00	25.93
	C	24.56	25.50	26.45

**BRITISH COLUMBIA****PRC-1**

From:	\$	26.58	27.57	28.59
To:	A	27.05	28.05	29.09
	B	27.46	28.47	29.53
	C	28.01	29.04	30.12

**\*\*APPENDIX "E"**

**EMPLOYEES OF THE MACHINERY MAINTAINING SUB-GROUP**  
**HOURLY RATES OF PAY**  
(in dollars)

- A) **Effective October 1, 2011**  
B) **Effective October 1, 2012**  
C) **Effective October 1, 2013**

The hourly rates of pay for occupations in the Machinery Maintenance Sub-Group shall be as follows:

**MACHINERY MAINTAINING****OTTAWA-HULL****MAI-1**

From:	\$	18.77	19.48	20.20
To:	A	19.10	19.82	20.55
	B	19.39	20.12	20.86
	C	19.78	20.52	21.28

**MAI-2**

From:	\$	21.13	21.90	22.74
To:	A	21.50	22.28	23.14
	B	21.82	22.61	23.49
	C	22.26	23.06	23.96

**MAI-3**

From:	\$	24.76	25.69	26.64
To:	A	25.19	26.14	27.11
	B	25.57	26.53	27.52
	C	26.08	27.06	28.07

**MAI-4**

From:	\$	27.56	28.61	29.66
To:	A	28.04	29.11	30.18
	B	28.46	29.55	30.63
	C	29.03	30.14	31.24

**MAI-5**

From:	\$	30.44	31.60	32.81
To:	A	30.97	32.15	33.38
	B	31.43	32.63	33.88
	C	32.06	33.28	34.56