



Public Service Alliance of Canada
Alliance de la Fonction publique du Canada

TENTATIVE AGREEMENT

PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)

TECHNICAL SERVICES BARGAINING UNIT (TC)

COMPRISING EMPLOYEES IN THE FOLLOWING CLASSIFICATIONS:

Drafting and Illustration	(DD)
Engineering and Scientific Support	(EG)
General Technical	(GT)
Photography	(PY)
Primary Products Inspection	(PI)
Technical Inspection	(TI)

August 9, 2013

TO: MEMBERS OF THE PSAC TECHNICAL SERVICES BARGAINING UNIT (TC)

RE: TENTATIVE AGREEMENT

PSAC has reached a tentative agreement with the Treasury Board Secretariat for the TC Group. If ratified, the new Collective Agreement will expire on June 14, 2014, for a duration of three years.

The following are some of the highlights of the tentative agreement:

Wage Increases and other economic improvements:

PSAC has achieved the following salary increases for the TC bargaining unit:

1. 1.75% retroactive to June 22, 2011
2. 1.50% retroactive to June 22, 2012
3. 2.00% retroactive to June 22, 2013

EG Rates of Pay

- Annual allowance of the value of 1.5% of base pay to all EG classifications effective June 22, 2013, after the economic increase is applied

Marine, Aviation and Rail Safety – Technical Inspectors

- Roll-in of 100% of the respective terminable allowances into wage rates effective June 22, 2013, prior to the economic increase (except TI-6 Marine – 75% roll-in)
- New terminable allowances under Appendix P, effective June 22, 2013 for all three modes

EG members working as Laboratory and X-Ray Technologists at Norway House and Percy E. Moore Hospitals

- Annual allowance of \$5,000 per year effective June 22, 2013
- Removal of 8-hour cap on call-back

Canadian Coast Guard Shore-based EG-6, EG-7 and GT-6 through GT-8 positions

- Recruitment and retention allowance effective June 22, 2013

Changes to severance on retirement and resignation

Severance entitlements for retirement and resignation will cease to accumulate starting on the date of signing of the collective agreement.

TC indeterminate employees will have three options to cash-out of accumulated voluntary severance calculated at the rate of one week of pay for each year of continuous employment up to a maximum of 30 years of continuous employment, with the cash out for partial years of service prorated.

This voluntary severance cash-out extends to term employees who would not normally receive severance at the end of their terms. Under this agreement, term employees with at least one year of employment will receive a one-time cash out of one week for each year of continuous employment.

Currently, there is no voluntary severance for employees who resign before 10 years of continuous employment and only ½ week pay for each year of service for those who have more than 10 years of service. Under this agreement, the voluntary severance cash-out is at one week of pay per year of continuous employment for all employees in the TC bargaining unit.

Members have three options to cash out:

1. Immediately cash out their severance at their substantive position rate of pay.
2. Retain the accumulated weeks of severance with a payout on termination or retirement, based on the rate of pay of the employee's substantive position at the date of termination.
3. Cash out some of their severance (a "round" number of weeks) at their substantive position rate of pay, with the remainder to be paid upon termination or retirement based on the rate of pay of the employee's substantive position at the date of termination.

Protection of Severance for Involuntary Departure

The accumulation of severance entitlements will continue for cases of lay-off, death, termination on probation, and termination for reasons of incapacity or incompetence.

Enhanced severance pay in situations of lay off

PSAC has achieved an amendment to the collective agreement that enhances the severance pay entitlement in situations of lay-off that improves with seniority.

- Employees with less than 10 years of continuous employment will still get 2 weeks of severance pay for the first year of continuous employment plus one week for each year of service thereafter.
- Employees with more than 10 years of continuous employment will get 3 weeks of severance pay for the first year of continuous employment instead of the current 2 weeks plus one week for each year of continuous employment thereafter.
- Employees with more than 20 years of continuous employment will get 4 weeks of severance pay for the first year of continuous employment instead of the current 2 weeks plus one week for each year of continuous employment thereafter.

Note that the payouts will actually be calculated at the rate of pay in effect on the date of signing of the collective agreement, after all the economic increases take effect.

Better protections for term employees

- PSAC has achieved increments based on cumulative service for term employees.
- Term employees will now have their unused sick leave credits reinstated if they are rehired within one year of a specified year of employment.
- Term employees with at least one year of service will also benefit from the severance payout described above.

Bereavement leave

Bereavement leave entitlement is improved to period of 7 consecutive calendar days instead of 5 calendar days.

Family-related Responsibility Leave

More flexibility for leave with pay for family related responsibilities to allow 7.5 hours for situations such as attending school functions and appointments with financial or legal representatives.

No Discrimination

The parties have agreed that gender identity and expression will be prohibited grounds of discrimination. This is breakthrough language: if ratified, the TC collective agreement will be the first in the federal public service to explicitly protect transgendered employees from discrimination and harassment in the workplace.

Travel Status Leave

Another breakthrough: The cap on Travel Status Leave is increased to a maximum of 45 hours in a fiscal year, up from 37.5 hours. Employees are currently credited with 7.5 hours off with pay for the first 20 nights away from their permanent residence to a maximum of 80 nights. That maximum has been increased to 100 nights. In addition, employees in the Sea Lamprey Control Group are no longer excluded from the provisions of Article 34 when they are working under Appendix I.

Sea Lamprey Control Unit – Appendix I

There is a new definition of when the Appendix applies to employees in the Sea Lamprey Control Unit – “during the defined field season, except when their work day begins and ends within the headquarters area.”

In addition, compensatory leave taken in lieu of overtime is no longer restricted to the end of the defined field season, but at times convenient to both the employee and the Employer.

Seasonal employees also have the option of remaining on strength until they have exhausted such compensatory leave, or they may carry over such leave in accordance with Article 28.02 (d).

Canadian Forces Service Recognition for Vacation Credits

PSAC signed a Memorandum of Understanding last year, effective April 1, 2012, providing recognition of members' prior service in the Canadian Forces for the purpose of calculation of vacation credits. This Memorandum of Understanding will be incorporated in the Collective Agreement.

Your bargaining team comprising:

Amy Campbell
Jack Gale
Tom Hopkins
Garry Larouche
Keith Parsons
Patrice Robin
Pat St-George
June Winger
Julie Chiasson, Research Officer
Gail Lem, Negotiator

Unanimously recommends **acceptance** of the tentative agreement.

In Solidarity,

A handwritten signature in black ink, appearing to read 'Bob Jackson', written in a cursive style.

Bob Jackson
Regional Executive Vice-President

Improvements to Compensation

Rates of Pay

Effective June 22, 2011 - increase to rates of pay:	1.5%
Effective June 22, 2012 - increase to rates of pay:	1.5%
Effective June 22, 2013 - increase to rates of pay:	1.5%

In recognition for the removal of Severance Pay for the purposes of retirement and resignation, an additional increase:

Effective June 22, 2011 - increase to rates of pay:	0.25%
Effective June 22, 2013 - increase to rates of pay:	0.5%

Total increases of:

Effective June 22, 2011 - increase to rates of pay:	1.75%
Effective June 22, 2012 - increase to rates of pay:	1.5%
Effective June 22, 2013 - increase to rates of pay:	2.0%

EG Rates of Pay

- Annual allowance of the value of 1.5% of base pay to all EG employees
- Effective June 22, 2013, after the economic increase is applied

APPENDIX A-1 - TECHNICAL INSPECTION (TI)

**GROUP ANNUAL RATES OF PAY
AVIATION, MARINE, RAILWAY SAFETY**

- A) Effective June 22, 2011**
- B) Effective June 22, 2012**
- X) Effective June 22, 2013 – Restructure**
- C) Effective June 22, 2013**

AVIATION

TI-5

From:	\$	59255	61126	62996	64860	67455
To:	A	60292	62196	64098	65995	68635
	B	61196	63129	65059	66985	69665
	X	64159	66092	68022	69948	72628
	C	65442	67414	69382	71347	74081

TI-6

From:	\$	66568	68733	70891	73056	75977
To:	A	67733	69936	72132	74334	77307
	B	68749	70985	73214	75449	78467
	X	75339	77575	79804	82039	85057
	C	76846	79127	81400	83680	86758

TI-7

From:	\$	73278	75607	77946	80280	83491
To:	A	74560	76930	79310	81685	84952
	B	75678	78084	80500	82910	86226
	X	84796	87202	89618	92028	95344
	C	86492	88946	91410	93869	97251

TI-8

From:	\$	81342	84071	86794	89310	92881
To:	A	82765	85542	88313	90873	94506
	B	84006	86825	89638	92236	95924
	X	93124	95943	98756	101354	105042
	C	94986	97862	100731	103381	107143

MARINE**TI-5**

From:	\$	59255	61126	62996	64860	67455
To:	A	60292	62196	64098	65995	68635
	B	61196	63129	65059	66985	69665
	X	67039	68972	70902	72828	75508
	C	68380	70351	72320	74285	77018

TI-6

From:	\$	66568	68733	70891	73056	75977
To:	A	67733	69936	72132	74334	77307
	B	68749	70985	73214	75449	78467
	X	76999	79235	81464	83699	86717
	C	78539	80820	83093	85373	88451

TI-7

From:	\$	73278	75607	77946	80280	83491
To:	A	74560	76930	79310	81685	84952
	B	75678	78084	80500	82910	86226
	X	82996	85402	87818	90228	93544
	C	84656	87110	89574	92033	95415

TI-8

From:	\$	81342	84071	86794	89310	92881
To:	A	82765	85542	88313	90873	94506
	B	84006	86825	89638	92236	95924
	X	91324	94143	96956	99554	103242
	C	93150	96026	98895	101545	105307

RAILWAY SAFETY

TI-6

From:	\$	66568	68733	70891	73056	75977
To:	A	67733	69936	72132	74334	77307
	B	68749	70985	73214	75449	78467
	X	74379	76615	78844	81079	84097
	C	75867	78147	80421	82701	85779

TI-7

From:	\$	73278	75607	77946	80280	83491
To:	A	74560	76930	79310	81685	84952
	B	75678	78084	80500	82910	86226
	X	81308	83714	86130	88540	91856
	C	82934	85388	87853	90311	93693

TI-8

From:	\$	81342	84071	86794	89310	92881
To:	A	82765	85542	88313	90873	94506
	B	84006	86825	89638	92236	95924
	X	89636	92455	95268	97866	101554
	C	91429	94304	97173	99823	103585

Pay Notes

1. Employees in Transport Canada, Transportation Safety Board, Public Works and Government Services Canada, Fisheries and Oceans Canada and Canadian Coast Guard who are incumbents at the TI-5 through TI-8 levels in the following positions and who possess the listed qualifications shall be remunerated as per the above rates of pay.

AVIATION

2. Air investigators, civil aviation safety inspectors and aircraft inspectors who have extensive aircraft maintenance engineering experience and who possess a valid Aircraft Maintenance Engineer licence.

3. Civil aviation safety inspectors holding a university degree, college certificate or a current membership in the American Society for Quality Control **who have, with six (6) or more to ten (10) years of industry experience in the performance or supervision of aeronautical product manufacturing processes** ~~experience~~. Non-destructive specialist having ten (10) years in the field of non-destructive testing, preferably with an aircraft background and a C.G.S.B certification covering Radiography (Aircraft Structures), Magnetic Particle, Liquid Penetrant and Eddy Current inspection are also employed.

MARINE

4. Marine inspectors, surveyors, investigators and DFO-CCG Vessel Support Group employees who have knowledge of and extensive experience in the design, construction, operation or maintenance of vessels as demonstrated by possession of the appropriate marine certificate of competency or university degree/diploma, combined with extensive experience in the field.

RAILWAY SAFETY

5. Rail investigators and inspectors with qualifications in at least one of the following disciplines: locomotive engineer, conductor, brake person, track specialist, rail traffic controller/dispatcher, equipment/car/locomotive inspector, mechanical officer, signal maintainer and operations officer, and with extensive operational experience in the railway industry or CANAC/FRA certification.

6. Notwithstanding any of the above provisions, an employee in the Technical Inspection Group who was in receipt of the terminable allowance at Appendix P

on the day prior to the official date of signing of this collective agreement, shall be subject to the rates of pay at Appendix A-1 until such time as the employee has vacated his or her substantive position.

Pay increment for full-time and part-time employees

1. ~~The pay increment period for employees at the levels TI-5 to TI-8 is fifty-two (52) weeks.~~ **The pay increment period for indeterminate employees at levels TI-5 to TI-8 is the anniversary date of such appointment. A pay increment shall be to the next rate in the scale of rates.**
2. **The pay increment period for term employees at levels TI-5 to TI-8 is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.**
3. **An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. For the purpose of defining when a determinate employee will be entitled to go the next salary increment, "cumulative" means all service, whether continuous or discontinuous within the core public administration at the same occupational group and level.**
4. The pay increment date for an employee, appointed on or after May 22, 1981, to a position in the bargaining unit on promotion, demotion or from outside the public service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to May 22, 1981 shall be the date on which the employee received his or her last pay increment.
5. If an employee dies, the salary due to the employee on the last working day preceding the employee's death shall continue to accrue to the end of the month in which the employee dies. Salary so accrued which has not been paid to the employee as at the date of the employee's death shall be paid to the employee's estate.
6. When an employee who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, the employee is entitled during the employee's period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis, or for a period of two (2) or more months prior to the period of leave.

APPENDIX P - TERMINABLE ALLOWANCE FOR EMPLOYEES OF THE TECHNICAL INSPECTION (TI) GROUP

Preamble

1. In an effort to resolve retention problems, the Employer will provide an allowance to incumbents of specific positions for the performance of duties in the Technical Inspection Group.

2. Employees in Transport Canada, Transportation Safety Board, Public Works and Government Services Canada, and Fisheries and Oceans **Canada** and Canadian Coast Guard who are incumbents at the TI-5 through TI-8 levels in the following positions and who possess the listed qualifications shall be entitled to Terminable Allowances as listed below.

- marine inspectors, surveyors, investigators and DFO-CCG Vessel Support Group employees who have knowledge of and extensive experience in the design, construction, operation or maintenance of vessels as demonstrated by possession of the appropriate marine certificate of competency or university degree/diploma, combined with extensive experience in the field.
- air investigators, civil aviation safety inspectors and aircraft inspectors who have extensive aircraft maintenance engineering experience and who possess a valid Aircraft Maintenance Engineer licence.
- civil aviation safety inspectors holding a university degree, college certificate or a current membership in the American Society for Quality Control **who have, with six (6) or more to ten (10) years of industry experience in the performance or supervision of aeronautical product manufacturing processes experience.** Non-destructive specialist having ten (10) years in the field of non-destructive testing, preferably with an aircraft background and a C.G.S.B certification covering Radiography (Aircraft Structures), Magnetic Particle, Liquid Penetrant and Eddy Current inspection are also employed.
- rail investigators and inspectors with qualifications in at least one of the following disciplines: locomotive engineer, conductor, brake person, track

specialist, rail traffic controller/dispatcher, equipment/car/locomotive inspector, mechanical officer, signal maintainer and operations officer, and with extensive operational experience in the railway industry or CANAC/FRA certification.

3. On the date of signing of this Memorandum of Understanding, the parties agree that incumbents of above listed positions shall be eligible to receive a terminable allowance in the following amounts and subject to the following conditions:

(i) An Allowance to be paid in accordance with the following grids:

TERMINABLE ALLOWANCE		AVIATION
Level	Monthly Payments Effective June 22, 2011 to June 21, 2013	Monthly Payments Effective June 22, 2013
TI-5	\$246.92	\$49.38
TI-6	\$549.17	\$274.59
TI-7	\$759.83	\$379.92
TI-8	\$759.83	\$379.92

TERMINABLE ALLOWANCE		MARINE
Level	Monthly Payments Effective June 22, 2011 to June 21, 2013	Monthly Payments Effective June 22, 2013
TI-5	\$486.92	\$97.38
TI-6	\$916.67	\$275.00
TI-7	\$609.83	\$379.92
TI-8	\$609.83	\$379.92

TERMINABLE ALLOWANCE		RAILWAY SAFETY
Level	Monthly Payments Effective June 22, 2011 to June 21, 2013	Monthly Payments Effective June 22, 2013
TI-6	\$469.16	\$93.83
TI-7	\$469.16	\$93.83
TI-8	\$469.16 \$	\$93.83

- (ii) The terminable allowance specified above does not form part of an employee's salary.
- (iii) An employee in the positions outlined above shall be paid the terminable allowance for each calendar month for which the employee receives at least seventy-five (75) hours' pay.
- (iv) The terminable allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Collective Agreement.
- (v) Subject to 3(vi) below, the amount of the terminable allowance payable is that amount specified in 3(i) for the level prescribed in the certificate of appointment of the employee's substantive position.
- (vi) When an employee is required by the Employer to perform the duties of a higher classification level in accordance with clause 65.07, the terminable allowance payable shall be proportionate to the time at each level.
- (vii) Part-time employees shall be entitled to the terminable allowance on a pro-rata basis.

4. Notwithstanding any of the above provisions, an employee in the Technical Inspection Group who was in receipt of the terminable allowance on the day prior to the date of signing of this collective agreement, shall continue to receive this terminable allowance until such time as the employee has vacated his or her substantive position.

5. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.

6. This Memorandum of Understanding expires on June 21, **2014**.

NEW APPENDIX

MEMORANDUM OF UNDERSTANDING IN RESPECT OF EMPLOYEES IN THE ENGINEERING AND SCIENTIFIC SUPPORT (EG) AND GENERAL TECHNICAL (GT) GROUPS WORKING SHORE-BASED POSITIONS AT CANADIAN COAST GUARD (CCG)

Preamble

2. In an effort to resolve recruitment and retention problems, the Employer will provide an allowance to incumbents of specific shore-based positions for the performance of duties in the Engineering and Scientific Support (EG) and General Technical (GT) Groups.
3. Employees at Fisheries and Oceans Canada, Canadian Coast Guard who are incumbents of EG-6 and EG-7 and GT-6 through GT-8 levels in the following positions and who possess the listed qualifications shall be entitled to a terminable allowance as listed below.
3. Employees working at Canadian Coast Guard for the Integrated Technical Services and Vessel Procurement who are required in the performance of their duties to have knowledge of and extensive experience in the design, construction, operation or maintenance of vessels as demonstrated by possession of Transport Canada Marine Engineering or Canadian Coast Guard Marine Electrical certificates of competency.
4. On the date of signing of this Memorandum of Understanding, the parties agree that incumbents of above listed positions shall be eligible to receive a terminable allowance in the following amounts and subject to the following conditions:
 - (i) An allowance to be paid in accordance with the following grid:

Group and Level	Monthly Payments Effective on June 22, 2013 to June 21, 2014
EG-6	\$372
EG-7	\$228
GT-6	\$300
GT-7	\$218
GT-8	\$218

- (ii) The terminable allowance specified above does not form part of an employee's salary.
 - (iii) An employee in the positions outlined above shall be paid the terminable allowance for each calendar month for which the employee receives at least seventy-five (75) hours' pay.
 - (iv) The terminable allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Collective Agreement.
 - (v) Subject to 4(vi) below, the amount of the terminable allowance payable is that amount specified in 4(i) for the level prescribed in the certificate of appointment of the employee's substantive position.
 - (vi) When an employee is required by the Employer to perform the duties of a higher classification level in accordance with clause 65.07, the terminable allowance payable shall be proportionate to the time at each level.
 - (vii) Part-time employees shall be entitled to the terminable allowance on a pro-rata basis.
5. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
6. This Memorandum of Understanding expires on June 21, 2014.

PAY NOTES

PAY INCREMENT FOR FULL-TIME AND PART-TIME EMPLOYEES

1. The pay increment period for indeterminate employees at levels XY-1 to XZ-99 is the anniversary date of such appointment. A pay increment shall be to the next rate in the scale of rates.
2. The pay increment period for term employees at levels XY-1 to XZ-99 is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.
3. An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. For the purpose of defining when a determinate employee will be entitled to go the next salary increment, “cumulative” means all service, whether continuous or discontinuous within the core public administration at the same occupational group and level.

Human Rights

ARTICLE 19 - NO DISCRIMINATION

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

Work Life Balance

ARTICLE 2 - INTERPRETATION AND DEFINITIONS

“**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 **any** relative permanently residing in the employee’s household or with whom the employee permanently resides.

ARTICLE 34-TRAVELLING TIME

34.09 Travel Status Leave

Exclusions

~~This clause does not apply to employees covered by Appendix I – Engineering and Scientific Support Group.~~

- (a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his or her permanent residence for twenty (20) nights during a fiscal year shall be granted seven decimal five (7.5) hours off with pay. The employee shall be credited with one (1) additional period of seven decimal five (7.5) hours for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of **one hundred (100)** ~~eighty (80)~~ additional nights.
- (b) The maximum number of hours off earned under this clause shall not exceed **forty-five (45)** ~~thirty-seven decimal five (37.5)~~ hours in a fiscal year and shall accumulate as compensatory leave with pay.

ARTICLE 39 - SICK LEAVE WITH PAY

39.07

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

(b) Sick leave credits earned but unused by an employee during a previous period of employment in the Core Public Administration shall be restored to an employee whose employment was terminated due to the end of a specified period of employment, and who is re-appointed in the Core Public Administration within one (1) year from the end of the specified period of employment.

ARTICLE 47 - LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

47.01 For the purpose of this Article, family is defined as :

- (a) spouse (or common-law partner resident with the employee);
- (b) children (including foster children, **step-children**, or children of spouse or common-law partner), **or children for whom the employee is the legal guardian**);
- (c) parents (including step-parents or foster parents), or
- (d) any relative permanently residing in the employee's household or with whom the employee permanently resides.

47.02 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.

47.03 Subject to clause 47.02, the Employer shall grant leave with pay under the following circumstances:

- (a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;

- (b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- (c) to provide for the immediate and temporary care of an elderly member of the employee's family;
- (d) for needs directly related to the birth or to the adoption of the employee's child.
- (e) seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 47.02 above may be used:**
 - (i) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;**
 - (ii) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;**
 - (iii) 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.**

47.04 Where in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under 47.03(b) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

ARTICLE 51 - BEREAVEMENT LEAVE WITH PAY

51.01 When a member of the employee's family dies, an employee shall be entitled to a bereavement period of ~~five (5)~~ **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.

Other Changes

Severance

Severance entitlements for retirement and resignation will cease to accumulate starting on the date of signing of the collective agreement.

TC indeterminate employees will have three options to cash-out of accumulated voluntary severance calculated at the rate of one week of pay for each year of continuous employment up to a maximum of 30 years of continuous employment, with the cash out for partial years of service prorated.

This voluntary severance cash-out extends to term employees who would not normally receive severance at the end of their terms. Under this agreement, term employees with at least one year of employment will receive a one-time cash out of one week for each year of continuous employment.

Currently, there is no voluntary severance for employees who resign before 10 years of continuous employment, and only ½ week pay for each year of continuous employment for those who have more than 10 years of continuous employment. Under this agreement, the voluntary severance cash-out is at one week of pay per year of continuous employment for all employees in the TC bargaining unit.

Members have three options to cash out:

1. Immediately cash out their severance at their substantive rate of pay.
2. Retain the accumulated weeks of severance with a payout on termination or retirement at their exit rate of pay.
3. Cash out some of their severance (a “round” number of weeks) at their substantive rate of pay, with the remainder to be paid upon termination or retirement at their exit rate of pay.

Protection of Severance for Involuntary Departure

The accumulation of severance entitlements will continue for cases of lay-off, death, termination on probation, and termination for reasons of incapacity or incompetence.

Enhanced severance pay in situations of lay off

PSAC has achieved an amendment to the collective agreements that enhances the severance pay entitlement in situations of lay-off that improves with seniority.

- Employees with less than 10 years of continuous employment will still get 2 weeks of severance pay for the first year of continuous employment plus one week for each year of continuous employment thereafter.
- Employees with more than 10 years of continuous employment will get 3 weeks of severance pay for the first year of continuous employment instead of the current 2 weeks plus one week for each year of continuous employment thereafter.
- Employees with more than 20 years of continuous employment will get 4 weeks of severance pay for the first year of continuous employment instead of the current 2 weeks plus one week for each year of continuous employment thereafter.

Monetary value of the severance cash-out

The monetary value of the severance cash-out varies considerably from person to person, depending on their years of continuous employment, their career plan, and the option they choose for their cash out. Under what PSAC has negotiated, all employees (including term employees with at least one year of continuous employment) will have a calculation made of total years of continuous employment as of the date of signing of the new contract.

The following chart shows examples of the before tax value of the cash out by years of continuous employment and annual salary.

Years of Continuous Employment versus Annual Salary	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000	\$55,000	\$60,000	\$65,000	\$70,000	\$75,000
1	575	671	767	862	958	1,054	1,150	1,246	1,342	1,437
2	1,150	1,342	1,533	1,725	1,917	2,108	2,300	2,492	2,683	2,875
3	1,725	2,012	2,300	2,587	2,875	3,162	3,450	3,737	4,025	4,312
4	2,300	2,683	3,067	3,450	3,833	4,216	4,600	4,983	5,366	5,750
5	2,875	3,354	3,833	4,312	4,791	5,271	5,750	6,229	6,708	7,187
6	3,450	4,025	4,600	5,175	5,750	6,325	6,900	7,475	8,050	8,625
7	4,025	4,696	5,366	6,037	6,708	7,379	8,050	8,720	9,391	10,062
8	4,600	5,366	6,133	6,900	7,666	8,433	9,200	9,966	10,733	11,500
9	5,175	6,037	6,900	7,762	8,625	9,487	10,350	11,212	12,075	12,937
10	5,750	6,708	7,666	8,625	9,583	10,541	11,500	12,458	13,416	14,374
11	6,325	7,379	8,433	9,487	10,541	11,595	12,649	13,704	14,758	15,812
12	6,900	8,050	9,200	10,350	11,500	12,649	13,799	14,949	16,099	17,249
13	7,475	8,720	9,966	11,212	12,458	13,704	14,949	16,195	17,441	18,687
14	8,050	9,391	10,733	12,075	13,416	14,758	16,099	17,441	18,783	20,124
15	8,625	10,062	11,500	12,937	14,374	15,812	17,249	18,687	20,124	21,562
16	9,200	10,733	12,266	13,799	15,333	16,866	18,399	19,933	21,466	22,999
17	9,775	11,404	13,033	14,662	16,291	17,920	19,549	21,178	22,807	24,437
18	10,350	12,075	13,799	15,524	17,249	18,974	20,699	22,424	24,149	25,874
19	10,925	12,745	14,566	16,387	18,208	20,028	21,849	23,670	25,491	27,311
20	11,500	13,416	15,333	17,249	19,166	21,082	22,999	24,916	26,832	28,749
21	12,075	14,087	16,099	18,112	20,124	22,137	24,149	26,161	28,174	30,186
22	12,649	14,758	16,866	18,974	21,082	23,191	25,299	27,407	29,515	31,624
23	13,224	15,429	17,633	19,837	22,041	24,245	26,449	28,653	30,857	33,061
24	13,799	16,099	18,399	20,699	22,999	25,299	27,599	29,899	32,199	34,499
25	14,374	16,770	19,166	21,562	23,957	26,353	28,749	31,145	33,540	35,936
26	14,949	17,441	19,933	22,424	24,916	27,407	29,899	32,390	34,882	37,374
27	15,524	18,112	20,699	23,287	25,874	28,461	31,049	33,636	36,224	38,811
28	16,099	18,783	21,466	24,149	26,832	29,515	32,199	34,882	37,565	40,248
29	16,674	19,453	22,232	25,011	27,791	30,570	33,349	36,128	38,907	41,686
30	17,249	20,124	22,999	25,874	28,749	31,624	34,499	37,374	40,248	43,123

Note that the payouts will actually be calculated at the rate of pay in effect on the date of signing of the collective agreement, after all the economic increase take effect.

Negotiated language:

ARTICLE 64 - SEVERANCE PAY

Effective on the official date of signing of the collective agreement, paragraphs 64.01(b) and (d) are deleted from the collective agreement.

64.01 Under the following circumstances and subject to clause 64.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

a) Lay off

- (i) On the first lay-off, ~~two (2) weeks' pay~~ for the first complete year of continuous employment **two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus** ~~and one (1) week's pay~~ for each additional complete year of continuous employment, and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- (ii) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment, and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under subparagraph (a)(i).

b) Resignation

On resignation, subject to paragraph 64.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) Rejection on Probation

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay.

(d) Retirement

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

or

(ii) a part-time employee, who regularly works more than thirteen decimal five (13.5) but less than thirty (30) hours a week, and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*,

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

(e) Death

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each year 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, regardless of any other benefit payable.

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

- (i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to paragraph 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.

- (ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to paragraph 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.

64.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under ~~clause 64.01~~ **this article** be pyramided.

For greater certainty, payments made pursuant to 64.04 to 64.07 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of 64.02.

64.03 Appointment to a Separate Agency

~~Notwithstanding paragraph 64.01(b), a~~ An employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* ~~shall~~ **may choose not to be paid all severance payments resulting from the application of 64.01(b) (prior to the official date of signing) or 64.04 to 64.07 (commencing on the official date of signing).** ~~pay provided that the appointing organization will accept the employee's Schedule I and IV of the *Financial Administration Act* service for its severance pay entitlement~~

64.04 Severance Termination

- (a) Subject to 64.02 above, indeterminate employees on (official date of signing) shall be entitled to severance termination benefits 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 64.02 above, term employees on (official date of signing) shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.**

Terms of Payment

64.05 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 (official 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 64.06 (c).**

64.06 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 64.05 (c) must specify the number of complete weeks to be paid out pursuant to 64.05 (a) and the remainder shall be paid out pursuant to 64.05 (b).**
- (d) An employee who does not make a selection under 64.06 (b) will be deemed to have chosen option 64.05 (b).**

64.07 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the TC bargaining unit from a position outside the TC bargaining unit where, at the date of appointment, provisions similar to those in 64.01 (b) and (d) are still in force, unless the appointment is only on an acting basis.

- (a) Subject to 64.02 above, on the date an indeterminate employee becomes subject to this Agreement after the official date of signing, he or she shall be entitled to severance termination benefits 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 substantive position on the day preceding the appointment.**
- (b) Subject to 64.02 above, on the date a term employee becomes subject to this Agreement after the official date of signing, he or she shall be entitled to severance termination benefits 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 substantive position on the day preceding the appointment.**
- (c) An employee entitled to severance termination benefits under paragraph (a) or (b) shall have the same choice of options outlined in 64.05, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.**
- (d) An employee who does not make a selection under 64.07 (c) will be deemed to have chosen option 64.05 (b).**

Consequential Changes related to the Severance Pay Provision:

ARTICLE 38

VACATION LEAVE WITH PAY

38.02

- (h) For the purpose of this clause 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 layoff and is reappointed to the public service within one (1) year following the date of layoff. **For greater certainty, severance termination benefits taken under clauses 64.04 to 64.07, or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not left the public service.**

APPENDIX T

WORKFORCE ADJUSTMENT

7.9.2 Notwithstanding the provisions of this Agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this Part will not be paid severance pay where successor rights apply and/or, in the case of a Type-2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the public service for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer. **However, an employee who has a severance termination benefit entitlement under the terms of article 64.05(b) or (c) shall be paid this entitlement at the time of transfer.**

ARTICLE 7 - NATIONAL JOINT COUNCIL AGREEMENTS

7.01 Agreements concluded by the National Joint Council (NJC) of the public service on items which may be included in a collective agreement, and which the parties to this Agreement have endorsed after December 6, 1978 will form part of this Agreement, subject to the *Public Service 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.

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

7.03

- (a) The following directives, as amended from time to time by National Joint Council recommendation and which have been approved by the Treasury Board of Canada, form part of this Agreement. **The list may also be found at www.njc-cnm.gc.ca.**

Bilingualism Bonus Directive
Commuting Assistance Directive
First Aid to the General Public – Allowance for Employees
Foreign Service Directives
Isolated Posts and Government Housing Directive
~~Memorandum of Understanding on Definition of Spouse~~
NJC Relocation Directive
Occupational Health and Safety **Directive**
Public Service Health Care Plan Directive
Travel Directive
Uniforms Directive
~~Occupational Health and Safety Directive~~
~~Committees and Representatives Directive~~
~~Motor Vehicle Operations Directive~~
~~Pesticides Directive~~
~~Refusal to Work Directive~~

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

7.04 Grievances in regard to the above directives shall be filed in accordance with clause 18.01 - ~~of the article on Grievance Procedure in this Agreement.~~

ARTICLE 14 -LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

Complaints made to the Public Service Labour Relations Board Pursuant to section 190(1) of the *Public Service Labour Relations Act*

14.01 When operational requirements permit, in cases of complaints made to the Public Service Labour Relations Board pursuant to section 190(1) of the PSLRA alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a), or 189(1) of the PSLRA, the Employer will grant leave with pay:

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

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

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

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

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

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

14.03 The Employer will grant leave with pay:

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

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

Arbitration Board Hearings, Public Interest Commission Hearings and Alternate Dispute Resolution Process

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

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

Adjudication

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

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

Meetings During the Grievance Process

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

14.08 Subject to operational requirements,

- (a) when the Employer originates a meeting with a grievor in his or her headquarters area, he or she will be granted leave with pay and “on duty” status when the meeting is held outside the grievor’s headquarters area,
- (b) when a grievor seeks to meet with the Employer, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area,
and
- (c) when an employee representative attends a meeting referred to in this clause, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area.

Contract Negotiation Meetings

14.09 When operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Alliance.

Preparatory Contract Negotiation Meetings

14.10 When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

Meetings Between the Alliance and Management not Otherwise Specified in this Article

14.11 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.

14.12 Subject to operational requirements, the Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the Alliance, meetings of the National Executive of the Components, Executive Board meetings of the Alliance, and conventions of the Alliance, the Components, the Canadian Labour Congress and the Territorial and Provincial Federations of Labour.

Representatives' Training Courses

14.13 When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.

Leave without Pay for Election to an Alliance Office

14.14 The Employer will grant leave without pay to an employee who is elected as a full-time official of the Alliance within one month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office.

ARTICLE 25 - HOURS OF WORK

Alternate Provision

This article does not apply to employees in the PI bargaining unit (see provisions of Appendix M).

25.01 An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

25.02 The Employer agrees that, before a schedule of working hours is changed, the changes will be discussed with the appropriate steward of the Alliance if the change will affect a majority of the employees governed by the schedule.

25.03 Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

Day Work

25.04 Except as provided for in clause 25.09:

(a) the normal work week shall be thirty-seven decimal five (37.5) hours,

- (b) from Monday to Friday **inclusive**,
 - (c) comprising of five (5) days of seven decimal five (7.5) **consecutive** hours each, exclusive of a lunch period,
- and
- (d) shall be scheduled to fall within a nine (9) hour period between the hours of 06:00 and 18:00, unless otherwise agreed in consultation between the Alliance and the Employer at the appropriate level.

25.05 Summer and Winter Hours

The scheduled weekly and daily hours of work stipulated in 25.04 ~~(a)~~ may be varied by the Employer, following consultation with the Alliance, to allow for summer and winter hours, provided the annual total is not changed.

25.06 Flexible Hours

Subject to operational requirements as determined by the Employer from time to time, an employee shall have the right to select and request flexible hours between 06:00 and 18:00 and such request shall not be unreasonably denied.

25.07 Variable Hours

- (a) Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period 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.
- (b) In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.
- (c) **Employees covered by this clause shall be subject to the variable hours of work provisions established in clauses 25.11 to 25.14.**

25.08 Rest Periods

Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal day for non-operating employees. The Employer **will provide for operating employees, two (2) rest periods of fifteen (15) minutes each per full working day except on occasions when operational requirements do not permit.** ~~agrees, where operational requirements permit, to continue the present practice of providing rest periods for operating employees.~~

Shift Work

25.09 For employees who work on a rotating or irregular basis:

- (a) Normal hours of work shall be scheduled so that employees work:
 - (i) an average of thirty-seven decimal five (37.5) hours per week and an average of five (5) days per week,
 - and
 - (ii) seven decimal five (7.5) hours per day.
- (b) The Employer shall make every reasonable effort to schedule a meal break of one-half (1/2) hour during each full shift which shall not constitute part of the work period. Such meal break shall be scheduled as close as possible to the mid-point of the shift, unless an alternate arrangement is agreed to at the appropriate level between the Employer and the employee. If an employee is not given a meal break scheduled in advance, all time from the commencement to the termination of the employee's full shift shall be deemed time worked.
- (c) When an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:
 - (i) on the day it commenced where half (1/2) or more of the hours worked fall on that day,
 - or
 - (ii) on the day it terminates where more than half (1/2) of the hours worked fall on that day.

Accordingly, the first (1st) day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his or her last scheduled shift; and the second (2nd) day of rest will start immediately after midnight of the employee's first (1st) day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

- (d) Every reasonable effort shall be made by the Employer:
 - (i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;
 - (ii) to avoid excessive fluctuations in hours of work **and to minimize changes to an employee's days of rest.**;
 - (iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;
 - (iv) to arrange shifts over a period of time not exceeding fifty-six (56) days and to post schedules at least fourteen (14) days in advance of the starting date of the new schedule;
 - (v) to grant an employee a minimum of two (2) consecutive days of rest.
- (e) In order to continue the present scheduling practices for upper air technicians, the provision of sub-paragraph 25.09(a)(ii) and (d)(i) will not apply.
- (f) Subject to paragraphs 25.09 (a) through 25.09 (e), scheduling practices will continue in specialized areas as follows:
 - (i) ice observers aboard ice-breakers shall work fifty-six (56) hours per week,
 - (ii) upper air technicians shall work not less than five (5) hours per shift.
- (g) Notwithstanding the provisions of this article, it may be operationally advantageous to implement work schedules for employees that differ from those specified in this clause. 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.

25.10 Notice of Change of Schedule for Shift Workers

If an employee is given less than seven (7) days' advance notice of a change in his or her shift schedule, the employee will receive a premium rate of time and one-half (1 1/2) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time. Such employee shall retain his or her previously scheduled days of rest next following the change or if worked, such days of rest shall be compensated in accordance with the overtime provisions of this collective agreement.

Terms and Conditions Governing the Administration of Variable Hours of Work

25.11 The terms and conditions governing the administration of variable hours of work implemented pursuant to paragraphs 25.05, 25.07, and 25.09(g) are specified in clauses 25.11 to 25.14. This Agreement is modified by these provisions to the extent specified herein.

25.12 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.

25.13

- (a) The scheduled hours of work of any day, may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.
- (b) Such schedules shall provide an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule.
 - (i) The maximum life of a schedule for shift workers shall be six (6) months.
 - (ii) The maximum life of a schedule for Day workers shall be twenty-eight (28) days, except when the normal weekly and daily hours of work are varied by the

Employer to allow for summer and winter hours in accordance with clause 25.05, in which case the life of a schedule shall be one (1) year.

- (c) Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

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

- (a) **Interpretation and Definitions (clause 2.01)**

"Daily rate of pay" - shall not apply.

- (b) **Minimum Number of Hours Between Shifts (sub-paragraph 25.09(d)(i))**

The minimum period between the end of the employee's shift and the beginning of the next one, shall not apply.

- (c) **Exchange of Shifts (clause 25.03)**

On exchange of shifts between employees, the Employer shall pay as if no exchange had occurred.

- (d) **Designated Paid Holidays (clause 32.05)**

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

- (ii) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the pay for the hours specified in sub-paragraph (i), at time and one-half (1 1/2) up to his or her regular scheduled hours worked and at double (2) time for all hours worked in excess of his or her regular scheduled hours.

- (e) **Travel**

Overtime compensation referred to in clause 34.04 shall only be applicable on a work day for hours in excess of the employee's daily scheduled hours of work.

(f) **Acting Pay**

The qualifying period for acting pay as specified in paragraph 65.07(a) shall be converted to hours.

(g) **Shift Premium**

Shift work employees on variable hour shift schedules pursuant to Appendix D of this agreement will receive a shift premium in accordance with clause 27.01.

(h) **Overtime**

Overtime shall be compensated for all work performed on regular working days or on days of rest at time and three-quarter (1 3/4).

ARTICLE 28 – OVERTIME

Meal Allowance

~~To apply to all groups except PI~~

28.09

- (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, the amount of ten dollars (\$10.00), except where free meals are provided.

- (b) When an employee works overtime continuously extending ~~four (4)~~ **three (3)** hours or more beyond the period provided for in (a), the employee shall be reimbursed for one (1) additional meal in the amount of ten dollars (\$10.00) for each additional ~~four (4)~~ **three (3)** 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 which entitles the employee to claim expenses for lodging and/or meals.

~~28.10 To Apply to PI Group Only~~

~~An employee who works three (3) or more hours of overtime:~~

~~(a) — immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of his or her last scheduled work period,~~

~~—— or~~

~~(b) — immediately following the employee's scheduled hours of work
—— shall be reimbursed for one (1) meal in the amount of ten dollars (\$10.00), except where free meals are provided. When an employee works additional overtime continuously extending three (3) hours or more beyond the periods provided for in (a) and (b) above, the employee shall be reimbursed for one (1) additional meal in the amount of ten dollars (\$10.00) for each additional three (3) consecutive hours worked, except where free meals are provided. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the meal break may be taken either at or adjacent to the employee's place of work. This clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.~~

ARTICLE 31 - REPORTING PAY

31.02 ~~To apply to the EG, DD, PY and PI groups only~~

When an employee reports for work under the conditions described in clause 31.01, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

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

Or

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

ARTICLE 38 - VACATION LEAVE WITH PAY

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

Accumulation of Vacation Leave Credits

38.02 An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least seventy-five (75) hours:

- a. nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
- b. twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- c. thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- d. fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- e. fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;

- f. sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- g. eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;
- h. For the purpose of this clause 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 layoff and is reappointed to the public service within one (1) year following the date of layoff.
- i. **For the purpose of clause 38.02(h) only, effective April 1, 2012 on a go forward basis, any former service in the Canadian Forces for a continuous period of six months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.**
- j. Notwithstanding 38.02(h) above, an employee who was a member of one of the following bargaining units on the date of the signing of their collective agreement as shown below:

Bargaining Unit	Date of Signing
EG	May 17, 1989
DD, GT, PI, PY, TI	May 19, 1989

or an employee who became a member of the bargaining unit between the dates shown above and May 31, 1990 shall retain, for the purpose of "service" and of establishing his or her vacation entitlement pursuant to this Article, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the public service is terminated.

ARTICLE 67 DURATION

67.01 The duration of this Collective Agreement shall be from the date it is signed to June 21, 2014.

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

ARTICLE XX - MEMBERSHIP FEES

XX.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.

XX.02 Membership dues referred to in Article 11, Check-Off, of this Agreement are specifically excluded as reimbursable fees under this Article.

APPENDIX H - MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO A JOINT LEARNING PROGRAM

~~This memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administration Services, Operational Services, Technical Services, Border Services and Education and Library Science bargaining units.~~

~~The Employer agrees to provide eight million seven hundred and fifty thousand dollars (\$8,750,000) over the life of this Collective Agreement to fund a joint learning program. The Employer agrees to provide a further \$292,000 per month to the PSAC-TBS JLP from June 22, 2011 until the next collective agreement is signed to ensure continuity of this initiative.~~

~~The PSAC-TBS JLP will provide joint training on union-management issues.~~

~~This program will be governed by the existing joint PSAC – TBS committee.~~

This memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administration Services, Operational Services, Technical Services, Border Services and Education and Library Science bargaining units.

The PSAC – TBS Joint Learning Program (JLP) will continue to provide joint training on union management issues.

The Employer agrees to provide eight million seven hundred and fifty thousand dollars (\$8,750,000) to fund the PSAC – TBS JLP from June 21st, 2011 until June 20, 2014. The Employer agrees to provide a further \$600,000 over the life of the 2011-2014 PA collective agreement, to be dedicated specifically to promoting

the participation of bargaining agents other than the PSAC in the PSAC – TBS JLP.

The Employer agrees to provide a further \$292,000 per month to the PSAC – TBS JLP starting on June 21, 2014 until the subsequent PA collective agreement is signed to ensure continuity of this initiative.

The PSAC – TBS JLP will continue to be governed by the existing joint PSAC – TBS Steering Committee. The Bargaining Agent Side Secretary on the National Joint Council will be invited to attend the meetings of the PSAC – JLP Steering Committee with voice but no vote. The PSAC – TBS JLP will undertake a review of its governance structure over life of the collective agreement with the objective of including other bargaining agents more fully in the operation of the JLP.

APPENDIX I - MEMORANDUM OF AGREEMENT CONCERNING EMPLOYEES IN THE ENGINEERING AND SCIENTIFIC SUPPORT GROUP IN THE SEA LAMPREY CONTROL UNIT

Notwithstanding the provisions of Article 25, Hours of Work, and Article 28, Overtime, the following provisions shall apply to employees of the Sea Lamprey Control Unit of the Department of Fisheries and Oceans **during the defined field season, except when their work day begins and ends within the headquarters area.** ~~who are required to perform work away from their headquarters area during the "field season" and it is impractical or impossible for them to return to their headquarters area on weekends.~~

It is agreed that representatives of local management and duly authorized local representatives of employees may jointly devise and decide on a mutually acceptable work schedule program, which shall include a specified number of consecutive calendar days of work in the field followed by a combination of days of rest and compensatory leave earned during the period of field duty. The schedule will not contain the hours of work on each day and the starting and quitting times shall be determined according to operational requirements on a daily basis except that the normal daily hours of work shall be consecutive, with the exception of a lunch break, and not in excess of seven decimal five (7.5) hours and, accordingly, clause 25.08 shall not apply.

Such a work schedule shall normally not exceed a combination of twenty (20) consecutive calendar days of work and eight (8) days of rest and compensatory leave. Should local management decide that operational requirements require an extension of the twenty (20) calendar days of work [up to a maximum of seven (7) calendar days] in order to preclude another trip to the area, the appropriate number of additional days shall be worked and the days of rest and compensatory leave extended as required.

Overtime shall be compensated in accordance with this Collective Agreement, and shall be taken as compensatory leave ~~immediately following the period in the field or at the discretion~~ **at times convenient to both the employee and** of the Employer.

Seasonal employees may, at their option, remain on strength until they have exhausted such compensatory leave, have such leave paid in full at the end of the field season, or carryover such leave in accordance with Article 28.02 (d).

~~The Public Service Alliance of Canada agrees that it will not support any grievance related to the provisions of this Memorandum of Agreement.~~

APPENDIX R - SPECIAL CONDITIONS APPLICABLE TO CERTAIN AIRCRAFT MAINTENANCE ENGINEERS

3. Aircraft maintenance engineers in the EG Group whose normal workplace is Transport Canada, Aircraft Services Directorate, Ottawa, or any of the Canadian Coast Guard helicopter bases, who are assigned to work as **crewperson** ~~crewmen~~ **in support of an aircraft that has departed its main base**, on the **Administrative Flight Service** ~~Executive Flight~~, **the National Aerial Surveillance Program aircraft** or on Canadian Coast Guard helicopters and who are not in receipt of the Shipboard or special assignment allowance under 1(b) above, will be compensated for a minimum of eight (8) hours at their straight-time rate of pay for each day of rest or designated paid holiday while they are on duty away from their headquarters area. Upon request and with the approval of the Employer, such time may be granted as compensatory leave at times mutually acceptable to the employee and the Employer. If any such leave cannot be liquidated by the end of the fiscal year, then payment in cash will be made at the employee's then current rate of pay.

NEW APPENDIX - MEMORANDUM OF UNDERSTANDING IN RESPECT OF EMPLOYEES IN THE ENGINEERING AND SCIENTIFIC SUPPORT (EG) AT THE NORWAY HOUSE AND PERCY E. MOORE HOSPITALS, EMPLOYED AT HEALTH CANADA

The following provisions shall apply to employees of the Engineering and Scientific Support (EG) Group employed at the Norway House and Percy E. Moore hospital working as Laboratory and X-Ray Technologists.

ANNUAL ALLOWANCE

- \$5,000/year, effective June 22, 2013

ARTICLE 29 – Call-Back Pay

Replace clause 29.01 of the collective agreement with the following:

29.01 If an employee is called back to work:

- (a) on a designated paid holiday which is not the employee's scheduled day of work,
or
- (b) on the employee's day of rest,
or
- (c) after the employee has completed his or her work for the day and has left his or her place of work,

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

- (i) **compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back;**
or
- (ii) compensation at the applicable overtime rate for time worked,

provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

- (d) The minimum payment referred to in 29.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 63.06 of this Collective Agreement.