



Canadian Food  
Inspection Agency

Agence canadienne  
d'inspection des aliments

Canadian Food Inspection Agency



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# COLLECTIVE AGREEMENT

*between the*

Canadian Food  
Inspection Agency

*and the*

Public Service Alliance of Canada  
(PSAC)

*regarding the*

Public Service Alliance of Canada  
(PSAC) Bargaining Unit

*Expiry: 2018/12/31*



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

Canada 

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**\*Asterisks denote consequential renumbering**

**\*\*Asterisks denote changes from the previous Collective Agreement.**

## **ARTICLE 1 - PURPOSE AND SCOPE OF AGREEMENT**

- 1.01** The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Union and the employees and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 1.02** The parties to this Agreement share a desire to improve the quality of the Canadian Food Inspection Agency and to promote the well-being and increased efficiency of its employees to the end that the people of Canada will be well and efficiently served. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Agency in which members of the bargaining units are employed.

## **\*\* ARTICLE 2 - INTERPRETATIONS AND DEFINITIONS**

### **Excluded Provisions**

**Sub-clauses 2.01(f), (r) and (x) do not apply to bargaining unit employees classified as GL or GS.**

### **Alternate Provisions**

**Sub-clauses 2.01(aa), (bb), (cc), (dd), (ee) and (ff) apply only to bargaining unit employees classified as GL or GS.**

**\*\***

**2.01** For the purpose of this Agreement:

- (a) "allowance" means compensation payable for the performance of special or additional duties; (indemnité)
- (b) "bargaining unit" means the employees of the Employer as described in Article 8; (unité de négociation)
- (c) "common-law partner" means a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year; (conjoint de fait)
- \*\*** (d) "compensatory leave" means leave with pay in lieu of payment for overtime, travelling time compensated at an overtime rate, call-back, reporting pay and standby. The duration of such leave will be equal to the time compensated or the minimum time entitlement multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the day immediately prior to the day on which leave is taken; (congé compensatoire)
- (e) "continuous employment" has the same meaning as specified in the existing Terms and Conditions of Employment Policy on the date of signing of this Agreement; (emploi continu)

- (f) "daily rate of pay" means a full-time employee's weekly rate of pay divided by five (5); (taux de rémunération journalier)
- (g) "day" means a twenty-four (24) hour period commencing at 00:01 hours; (jour)
- (h) "day of rest" in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of the position other than by reason of the employee being on leave or absent from duty without permission; (jour de repos)
- (i) "double time" means two (2) times the employee's hourly rate of pay; (tarif double)
- \*\* (j) "employee" means a person so defined in the *Federal Public Sector Labour Relations Act*, and who is a member of the bargaining unit specified in Article 8; (employé-e)
- (k) "employer" means Her Majesty in right of Canada as represented by the Canadian Food Inspection Agency, and includes any person authorized to exercise the authority of the Canadian Food Inspection Agency; (Employeur)
- \*\* (l) "family" except where otherwise specified in this Agreement, means father, mother (or alternatively step-father, step-mother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner resident with the employee), child (including child of spouse or common-law partner), step-child, foster child, or ward of the employee, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, and grandparent, and any relative permanently residing in the employee's household or with whom the employee permanently resides. (famille);
- (m) "holiday" (jour férié) means:
  - (i) the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement;
  - (ii) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:
    - (A) on the day it commenced where half (0.5) or more of the hours worked fall on that day;
    - or
    - (B) on the day it terminates where more than half (0.5) of the hours worked fall on that day;
- (n) "hourly rate of pay" means a full-time employee's weekly rate of pay divided by thirty-seven decimal five (37.5); (taux de rémunération horaire)
- (o) "lay-off" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function; (mise en disponibilité)

- (p) "leave" means authorized absence from duty by an employee during the employee's regular or normal hours of work; (congé)
- (q) "membership dues" means the dues established pursuant to the constitution of the Union as the dues payable by its members as a consequence of their membership in the Union, and shall not include any initiation fee, insurance premium, or special levy; (cotisations syndicales)
- (r) "overtime" (heures supplémentaires) means:
  - (i) in the case of a full-time employee, authorized work in excess of the employee's scheduled hours of work;
  - or
  - (ii) in the case of a part-time employee, authorized work 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;
  - or
  - (iii) in the case of a part-time employee whose normal scheduled hours of work are in excess of seven decimal five (7.5) hours per day in accordance with the Variable Hours of Work provisions, clauses 24.12 to 24.15, authorized work in excess of those normal scheduled daily hours or an average of thirty-seven decimal five (37.5) hours per week;
- (s) "remuneration" means pay and allowances; (rémunération)
- (t) "spouse" will, when required, be interpreted to include "common-law partner" except, for the purposes of the Foreign Service Directives, the definition of "spouse" will remain as defined in Directive 2 of the Foreign Service Directives; (conjoint-e)
- (u) "straight-time rate" means the employee's hourly rate of pay; (tarif normal)
- (v) "time and one-half" means one decimal five (1.5) times the employee's hourly rate of pay; (tarif et demi)
- (w) "Union" means the Public Service Alliance of Canada; (Syndicat)
- (x) "weekly rate of pay" means an employee's annual rate of pay divided by fifty-two decimal one seven six (52.176). (taux de rémunération hebdomadaire)

### **Alternate Provisions**

- (aa) "annual rate of pay" means the employee's weekly rate of pay multiplied by fifty-two decimal one seven six (52.176); (taux de rémunération annuel)
- (bb) "daily rate of pay" means an employee's hourly rate of pay times the employee's normal number of hours of work per day; (taux de rémunération journalier)



- (cc) "weekly rate of pay" means the employee's daily rate of pay multiplied by five (5); (taux de rémunération hebdomadaire)
- (dd) "overtime" (heures supplémentaires) means:
  - (i) in the case of a full-time employee, authorized work in excess of the employee's scheduled hours of work;  
  
or
  - (ii) in the case of a part-time employee, authorized work in excess of eight (8) hours per day or forty (40) hours per week, but does not include time worked on a holiday;  
  
or
  - (iii) in the case of a part-time employee whose normal scheduled hours of work are in excess of eight (8) hours per day in accordance with the Variable Hours of Work provisions, clauses 24.12 to 24.15, authorized work in excess of those normal scheduled daily hours or an average of forty (40) hours per week;
- (ee) "rate of pay" means the basic rate of pay as specified in Appendix "A" and includes supervisory differential; (taux de rémunération)
- (ff) "week" means a period of seven (7) consecutive days beginning at 00:01 hours Monday morning and ending at 24:00 hours the following Sunday night; (semaine)

\*\*

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

\*\* (a) if defined in the *Federal Public Sector Labour Relations Act*, have the same meaning as given to them in the *Federal Public Sector Labour Relations Act*;

and

\*\* (b) if defined in the *Interpretation Act*, but not defined in the *Federal Public Sector Labour Relations Act*, have the same meaning as given to them in the *Interpretation Act*.

### **ARTICLE 3 - APPLICATION**

**3.01** The provisions of this Agreement apply to the Union, the employees and the Employer.

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

#### **ARTICLE 4 - STATE SECURITY**

- 4.01** Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any State allied or associated with Canada.

#### **ARTICLE 5 - PRECEDENCE OF LEGISLATION AND THE COLLECTIVE AGREEMENT**

- 5.01** In the event that any law passed by Parliament, applying to Canadian Food Inspection Agency employees covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

#### **ARTICLE 6 - MANAGERIAL RESPONSIBILITIES**

- 6.01** Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the Canadian Food Inspection Agency.

#### **ARTICLE 7 - DENTAL CARE PLAN**

- 7.01** The Public Service Dental Care Plan, as amended from time to time by the terms and conditions of the Dental Care Agreement between the Treasury Board of Canada Secretariat and the Public Service Alliance of Canada shall be deemed to form part of this Agreement.

#### **ARTICLE 8 - RECOGNITION**

- 8.01** The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the former Public Service Staff Relations Board on October 27, 1997 and subsequently amended by said Board on April 20, 1999 and December 22, 1999.

#### **ARTICLE 9 - INFORMATION**

- 9.01** The Employer agrees to supply the Union each quarter with the name, geographic location and classification of each new employee.
- 9.02** The Employer agrees to supply each employee with a copy of this Agreement and will endeavour to do so within one (1) month after receipt from the printer.

## **\*\* ARTICLE 10 - CHECK-OFF**

- 10.01** Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.
- 10.02** The Union shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 10.03** For the purpose of applying clause 10.01, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.
- 10.04** An employee who satisfies the Union to the extent that he or she declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved. The Union will inform the Employer accordingly.

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- 10.05** No employee organization, as defined in section 2 of the *Federal Public Sector 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.

\*\*

- 10.06** The amounts deducted in accordance with clause 10.01 shall be remitted to the Comptroller of the Union within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 10.07** The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.
- 10.08** 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 limited to the amount actually involved in the error.

## **ARTICLE 11 - USE OF EMPLOYER FACILITIES**

- 11.01** Reasonable space on bulletin boards in convenient locations will be made available to the Union for the posting of official Union notices. The Union shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Union, including the names of Union representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

- 11.02** The Employer will also continue its present practice of making available to the Union specific locations on its premises, for the placement of reasonable quantities of literature of the Union.
- 11.03** A duly accredited representative of the Union may be permitted access to the Employer's premises, which includes vessels, to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer. In the case of access to vessels, the Union representative upon boarding any vessel must report to the Master, state his or her business and request permission to conduct such business. It is agreed that these visits will not interfere with the sailing and normal operation of the vessels.
- 11.04** The Union shall provide the Employer a list of such Union representatives and shall advise promptly of any change made to the list.

## **ARTICLE 12 - EMPLOYEE REPRESENTATIVES**

- 12.01** The Employer acknowledges the right of the Union to appoint or otherwise select employees as representatives.
- 12.02** The Union and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organization, the number and distribution of employees at the work place and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/adjudication procedure.
- 12.03** The Union shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 12.02.
- 12.04** (a) A representative shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.
- (b) Where practicable, when management requests the presence of a Union representative at a meeting, such request will be communicated to the employee's supervisor.
- (c) An employee shall not suffer any loss of pay when permitted to leave his or her work under sub-clause 12.04(a).
- 12.05** The Union shall have the opportunity to have an employee representative introduced to new employees as part of the Employer's formal orientation programs, where such programs exist.

**\*\* ARTICLE 13 - LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS**

**\*\***

**Complaints made to the Federal Public Sector Labour Relations and Employment Board Pursuant to Section 190(1) of the *Federal Public Sector Labour Relations Act***

**\*\***

**13.01** When operational requirements permit, the Employer will grant leave with pay:

**\*\*** (a) to an employee who makes a complaint on his or her own behalf, before the Federal Public Sector Labour Relations and Employment Board;

and

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

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

**\*\***

**13.02** The Employer will grant leave without pay:

(a) to an employee who represents the Union in an application for certification or in an intervention;

and

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

**\*\***

**13.03** The Employer will grant leave with pay:

**\*\*** (a) to an employee called as a witness by the Federal Public Sector Labour Relations and Employment Board;

and

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

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

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

**13.05** The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board, 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 Union.

## **Adjudication**

- 13.06** 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**

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

**13.08** 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**

\*\*

**13.09** The Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Union.

## **Preparatory Contract Negotiation Meetings**

**13.10** 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 Union and Management Not Otherwise Specified in this Article**

**13.11** 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 Union.

**13.12** 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 Union, meetings of the National Executive of the Components, Executive Board meetings of the Union, and conventions of the Union, the Components, the Canadian Labour Congress, the PSAC Regional Councils, and the Territorial and Provincial Federations of Labour.

### **Representatives' Training Courses**

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

\*\*

**13.14** Effective January 1, 2018, leave granted to an employee under Article 13.02, 13.09, 13.10, 13.12, and 13.13 will be with pay; the PSAC will reimburse the Employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by joint agreement.

## **ARTICLE 14 - EMPLOYEES ON PREMISES OF OTHER EMPLOYERS**

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

## **\*\* ARTICLE 15 - ILLEGAL STRIKES**

\*\*

**15.01** The *Federal Public Sector Labour Relations Act* provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including termination of employment pursuant to paragraph 12(2)(c) of the *Financial Administration Act*, for participation in an illegal strike as defined in the *Federal Public Sector Labour Relations Act*.

## **\*\* ARTICLE 16 - DISCIPLINE**

\*\*

**16.01** When an employee is suspended from duty or terminated in accordance with paragraph 12(2)(c) of the *Financial Administration Act*, the Employer shall 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.

\*\*

**16.02** When an employee is required to attend a meeting, the purpose of 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 practicable, the employee shall receive a minimum of two (2) days' notice of such a meeting.

- 16.03** The Employer shall notify the local representative of the Union as soon as possible that such suspension or termination has occurred.
- 16.04** The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware at the time of filing or within a reasonable period thereafter.
- 16.05** Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

## **\*\* ARTICLE 17 - GRIEVANCE PROCEDURE**

### **General**

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

**\*\***

### **Individual Grievances**

**\*\***

- 17.02** Subject to and as provided in section 208 of the *Federal Public Sector Labour Relations Act*, an employee who feels that he or she has been treated unjustly or considers himself or herself aggrieved by any 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 17.05 except that:
- (a) where there is another administrative procedure provided by or under any *Act of Parliament* to deal with the employee's specific complaint, such procedure must be followed, and
  - (b) where the grievance relates to the interpretation or application of this Agreement or an arbitral award, the employee is not entitled to present the grievance unless he or she has the approval of and is represented by the Union.
- 17.03** Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following levels:
- (a) Level 1 - first (1<sup>st</sup>) level of management;
  - (b) Level 2 - intermediate level where such level has been established by the Canadian Food Inspection Agency;
  - (c) Final Level - President or President's authorized representative.
- 17.04** The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate



supervisor or local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Union.

**17.05** An employee who wishes to present a grievance at a prescribed level in the grievance procedure shall transmit this grievance to his or her immediate supervisor or local officer-in-charge who shall forthwith:

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

and

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

**17.06** Where 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 date it is delivered to the appropriate office of the Agency. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his or her 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.

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

**17.08** An employee may be assisted and/or represented by the Union when presenting a grievance at any level.

**17.09** The Union shall have the right to consult with the Employer with respect to a grievance at each level of the grievance procedure. Where consultation is with the President, the President shall render the decision.

**17.10** An employee may present a grievance to the First Level of the grievance procedure in the manner prescribed in clause 17.05 not later than the thirty-fifth (35<sup>th</sup>) calendar day after the date on which he or she is notified orally or in writing or on which he or she first becomes aware of the action or circumstances giving rise to the grievance.

**17.11** The Employer shall normally reply to an employee's grievance, at any level in the grievance procedure, except the Final Level, within fifteen (15) calendar days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the employee, he or she may submit a grievance at the next higher level in the grievance procedure within fifteen (15) calendar days after that decision or settlement has been conveyed to him or her in writing.

**17.12** If the Employer does not reply within fifteen (15) calendar days from the date that a grievance is presented at any level, except the Final Level, the employee may, within the next fifteen (15) calendar days, submit the grievance at the next higher level of the grievance procedure.

- 17.13** The Employer shall normally reply to an employee's grievance at the Final Level of the grievance procedure within forty (40) calendar days after the grievance is presented at that level.
- 17.14** Where an employee has been represented by the Union in the presentation of his or her 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.
- 17.15** 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.
- 17.16** Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels, except the Final Level may be eliminated by agreement of the Employer and the employee and, where applicable, the Union.
- 17.17** Where the Employer demotes or terminates an employee for cause pursuant to paragraph 12(2)(c) or (d) 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.
- 17.18** An employee may abandon a grievance by written notice to his or her immediate supervisor or officer-in-charge.
- 17.19** An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless the employee was unable to comply with the prescribed time limits due to circumstances beyond his or her control.
- 17.20** No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his or her grievance or refrain from exercising his or her right to present a grievance as provided in this Agreement.

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- 17.21** Where an employee has presented a grievance up to and including the Final Level in the grievance procedure with respect to:
- (a) the interpretation or application in respect of him or her of a provision of this Agreement or a related arbitral award; or
  - (b) disciplinary action resulting in suspension or a financial penalty; or
  - (c) termination of employment or demotion pursuant to paragraph 12(2)(c) or (d) of the *Financial Administration Act*,

\*\*

and the employee's grievance has not been dealt with to his or her satisfaction, he or she may refer the grievance to adjudication in accordance with the provisions of the *Federal Public Sector Labour Relations Act* and Regulations.

**17.22** Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him or her 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 in the prescribed manner:

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

**17.23** In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement and which the parties to this Agreement have endorsed, the grievance procedure will be in accordance with Part 15 of the NJC By-Laws.

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### **Expedited Adjudication**

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**17.24** 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) future cases may be identified for this process by either party, subject to the consent of the parties;
- \*\* (c) when the parties agree that a particular grievance will proceed through Expedited Adjudication, the bargaining agent will submit to the Federal Public Sector Labour Relations and Employment Board (FPSLREB) the consent form signed by the grievor or the bargaining agent;
- \*\* (d) 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 FPSLREB or to the Adjudicator at the hearing;
- (e) no witnesses will testify;
- \*\* (f) the Adjudicator will be appointed by the FPSLREB from among its members who have had at least three (3) years' experience as a member of the Board;
- \*\* (g) each Expedited Adjudication session will take place in Ottawa unless the parties and the FPSLREB otherwise agree. The cases will be scheduled jointly by the parties and the FPSLREB and will appear on the FPSLREB schedule;
- (h) the Adjudicator will make an oral determination at the hearing which will be recorded and initialed by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) calendar days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case; and

- (i) 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.

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### **Group Grievance**

**17.25** The Union may present to the Employer a group grievance on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of a collective agreement or an arbitral award.

**17.26** The Union shall transmit the group grievance form to the appropriate person, as identified by the Employer, who shall on receipt of a group grievance:

- (a) deliver to the Union a receipt stating the date on which the group grievance was received; and
- (b) forward the group grievance to the person whose decision constitutes the appropriate level of the group grievance process.

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**17.27** Subject to and as provided in the *Federal Public Sector Labour Relations Act*, the bargaining agent may present a group grievance in the manner set out in clause 17.26, except where:

- (a) there is another administrative procedure provided by, or under any *Act of Parliament*, to deal with his or her specific complaint such procedure must be followed, other than the *Canadian Human Rights Act*; or
- (b) an employee has availed himself or herself of a complaint procedure established by a policy of the Employer if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from participating in a group grievance, that employee may not be included in the group grievance.

**17.28** There shall be no more than a maximum of three (3) steps in the group grievance procedure. The final step shall be the President, Canadian Food Inspection Agency or his delegated representative.

**17.29** The Union may present the group grievance at the first step of the group grievance process no later than thirty-five (35) calendar days after the Union received notification of any act, omission or other matter giving rise to the group grievance.

**17.30** The Union may present a group grievance at each succeeding step in the group grievance procedure, beyond the first step either:

- (a) no later than fifteen (15) calendar days after the day on which the decision of the previous level was received; or
- (b) no later than forty (40) calendar days after the expiry of the period within which the decision was required if the Employer has not conveyed a decision to the Union within the time prescribed in clause 17.31.

- 17.31** The Employer shall reply to the Union regarding a group grievance no later than twenty (20) calendar days after the day on which the group grievance was received by the person identified under clause 17.26.
- 17.32** Where it appears that the nature of the grievance is such that a decision cannot be given below a particular step of authority, any or all the steps except the final step may be eliminated by agreement of the Employer and the Union.
- 17.33** An employee in respect of whom a group grievance has been presented may, at any time, notify the Union that they no longer wish to be involved in the group grievance.
- 17.34** The Union may refer to adjudication any group grievance that has been presented up to and including the Final Level in the grievance process and that has not been dealt with to its satisfaction.

### **Policy Grievance**

- 17.35** The policy grievance process shall consist of one (1) level.
- 17.36** Both the Union and the Employer may present a policy grievance to the other in respect of the interpretation or application of the collective agreement as it relates to either of them or to the bargaining unit generally.
- 17.37** Neither the Union nor the employer may present a policy grievance in respect of which an administrative procedure for redress is provided under any *Act of Parliament*, other than the *Canadian Human Rights Act*.
- (a) despite section 17.37, neither the employer nor the bargaining agent may present a policy grievance in respect of the right to equal pay for work of equal value.
- 17.38** Both parties to this agreement shall identify the person authorized to receive a policy grievance, who on receipt of a policy grievance shall:
- (a) deliver a receipt to the other party stating the date on which the policy grievance was received; and
- (b) shall forward the policy grievance to the person whose decision constitutes the level of the policy grievance process.
- 17.39** A policy grievance may be presented no later than thirty-five (35) calendar days after the earlier of the day on which notification was received and the day on which there was knowledge of any act, omission or other matter giving rise to the policy grievance.
- 17.40** The person whose decision constitutes the level of the policy grievance process shall provide a decision to the other party no later than twenty (20) calendar days after the day on which the policy grievance was received by the person identified under clause 17.38.
- 17.41** A policy grievance may be withdrawn at any time.

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- 17.42** A party that presents a policy grievance may refer it to adjudication, as provided under the *Federal Public Sector Labour Relations Act*.

## **\*\* ARTICLE 18 - NO DISCRIMINATION**

**\*\***

- 18.01** 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, gender identity and expression, family status, mental or physical disability, membership or activity in the Union, marital status or a conviction for which a pardon has been granted.
- 18.02** (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of sub-clause 18.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.
- 18.03** By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.

## **ARTICLE 19 - SEXUAL HARASSMENT**

- 19.01** The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the work place.
- 19.02** (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of sub-clause 19.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.
- 19.03** By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with sexual harassment. The selection of the mediator will be by mutual agreement.

## **ARTICLE 20 - JOINT CONSULTATION**

- 20.01** The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.
- 20.02** Within five (5) days of notification of consultation served by either party, the Union shall notify the Employer in writing of the representatives authorized to act on behalf of the Union for consultation purposes.
- 20.03** Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.
- 20.04** Without prejudice to the position the Employer or the Union may wish to take in future about the desirability of having the subjects dealt with by the provisions of collective

agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.

#### **ARTICLE 21 - HEALTH AND SAFETY**

**21.01** The Employer shall make 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.

#### **ARTICLE 22 - JOB SECURITY**

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

#### **ARTICLE 23 - TECHNOLOGICAL CHANGE**

**23.01** The parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the Employment Transition Policy (Appendix "B") concluded by the parties will apply. In all other cases the following clauses will apply.

**23.02** In this Article "Technological Change" means:

- (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized; and
- (b) a change in the Employer's operation directly related to the introduction of that equipment or material.

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

**23.04** The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) 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.

**23.05** The written notice provided for in clause 23.04 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;
- (e) the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.

**23.06** As soon as reasonably practicable after notice is given under clause 23.04, the Employer shall consult meaningfully with the Union concerning the rationale for the change and the topics referred to in clause 23.05 on each group of employees, including training.

**23.07** When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of 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 24 - HOURS OF WORK**

### **Excluded Provisions**

**Clauses 24.04, 24.05 and 24.06 do not apply to bargaining unit employees classified as GL or GS.**

### **Alternate Provisions**

**Clauses GL/GS 24.04, GL/GS 24.05, and GL/GS 24.06 apply only to bargaining unit employees classified as GL or GS.**

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

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

**24.03** 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.

**\*\***

**24.04 (a)** Except as provided for in clause 24.05, the normal work week shall be thirty-seven decimal five (37.5) hours exclusive of lunch periods, comprising five (5) days of seven decimal five (7.5) hours each, Monday to Friday. The work day shall be scheduled to fall within an eight (8) hour period where the lunch period is one-half (0.5) hour or within an eight decimal five (8.5) hour period where the lunch period is more than one half (0.5) hour and not more than one (1) hour. Such work periods shall be scheduled between the hours of six (6) a.m. and six (6) p.m. unless otherwise agreed in consultation with the Union and the Employer at the appropriate level.

**\*\* (b)** For employees who are governed by sub-clause 24.04(a) and who perform meat inspection duties, the Employer will make every reasonable effort to:



- (i) avoid excessive fluctuation in hours of work;
- (ii) post hours of work schedules seven (7) days in advance;
- (iii) notify the employee(s) in writing of any changes to the scheduled hours of work;
- \*\* (iv) when the scheduled hours of work are changed by the Employer after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is earlier, the employee is entitled to a premium payment of twenty dollars (\$20.00) in addition to regular daily pay;
- \*\* (v) when the scheduled meal break is changed by the Employer by more than one half an hour (0.5) after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is earlier, the employee is entitled to a premium payment of twenty dollars (\$20.00) in addition to regular daily pay;
- \*\* (vi) total premium payment under paragraphs 24.04(b)(iv) and 24.04(b)(v) shall not be more than twenty dollars (\$20.00) per work day.

\*\*

**24.05** 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) either seven decimal five (7.5) hours per day; or
  - (iii) an average of seven decimal five (7.5) hours per day where so agreed between the Employer and the majority of the employees affected;
  - (iv) subject to the operational requirements of the service, an employee's days of rest shall be consecutive and not less than two (2).
- (b) Every reasonable effort shall be made by the Employer:
  - (i) not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift;
  - (ii) to avoid excessive fluctuations in hours of work;
  - (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 two (2) months and to post schedules at least seven (7) days in advance of the starting date of the new schedule.

\*\* (c) When the scheduled hours of work are changed by the Employer after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is the earlier, the employee is entitled to a premium payment of twenty dollars (\$20.00) in addition to regular daily pay.

\*\* (d) When the scheduled meal break is changed by the Employer by more than one half hour (0.5) after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is earlier, the employee is entitled to a premium payment of twenty dollars (\$20.00) in addition to regular daily pay.

\*\* (e) Total premium payment under sub-clauses 24.05(c) and 24.05(d) shall not be more than twenty dollars (\$20.00) per work day.

**24.06** 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. In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.

#### **GL/GS 24.04**

Except as provided for in clause GL/GS 24.05, the normal work week shall be forty (40) hours exclusive of lunch periods, comprising five (5) consecutive days of eight (8) hours each, unless otherwise agreed in consultation with the Union and the Employer at the appropriate level.

**GL/GS 24.05** 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 forty (40) hours per week and an average of five (5) days per week;
  - and
  - (ii) either eight (8) hours per day;
  - or
  - (iii) an average of eight (8) hours per day where so agreed between the Employer and the majority of the employees affected;
  - (iv) subject to the operational requirements of the service, an employee's days of rest shall be consecutive and not less than two (2).

- (b) 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;
  - (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 two (2) months and to post schedules at least seven (7) days in advance of the starting date of the new schedule.

**GL/GS 24.06**

- (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 to be determined by the Employer in consultation with the Union, the employee works an average of forty (40) 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 such period an employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.
- (b) 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 and shall apply to all employees of the work unit.

**24.07** The Employer shall make every reasonable effort to schedule a meal break of at least one-half (0.5) 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.

**24.08** When an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:

- (a) on the day it commenced where half or more of the hours worked fall on that day;
- or
- (b) on the day it terminates where more than half of the hours worked fall on that day.

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

- 24.09** Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal working day.
- 24.10** If an employee is given less than seven (7) days' advance notice of a change in that employee's shift schedule, the employee will receive a premium rate of time and one-half (1.5) for work performed on the first (1<sup>st</sup>) shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time.
- 24.11** Within five (5) days of notification of consultation served by either party, the Union shall notify the Employer in writing of the representative authorized to act on behalf of the Union for consultation purposes.

**Terms And Conditions Governing The Administration Of Variable Hours Of Work in clauses 24.12 to 24.15 inclusive**

- 24.12** The terms and conditions governing the administration of variable hours of work implemented pursuant to paragraphs 24.05(a)(iii) and GL/GS 24.05(a)(iii), and clauses 24.06 and GL/GS 24.06 are specified in clauses 24.12 to 24.15. This Agreement is modified by these provisions to the extent specified herein.
- 24.13** 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.

**24.14**

**Sub-clauses 24.14(a) and (b) do not apply to bargaining unit employees classified as GL or GS.**

- (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. The maximum life of a schedule for day shift workers shall be twenty-eight (28) days. The maximum life of a shift schedule for shift workers shall be one hundred and twenty-six (126) days.

**Sub-clauses 24.14(c) and (d) apply only to bargaining unit employees classified as GL or GS.**

- (c) The scheduled hours of work of any day, may exceed or be less than eight (8) 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.
- (d) Such schedules shall provide an average of forty (40) hours of work per week over the life of the schedule. The maximum life of a schedule for day shift workers shall be twenty-eight (28) days. The maximum life of a shift schedule for shift workers shall be one hundred and twenty-six (126) days.

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

**24.15** 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

Paragraphs 24.05 (b)(i) and GL/GS 24.05 (b)(i), relating to the minimum period between the termination and commencement of the employee's next shift, shall not apply.

- (c) Exchange of Shifts (clause 24.03)

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

- (d) Designated Paid Holidays (clause 31.05)

**Paragraph 24.15(d)(i) does not apply to bargaining unit employees classified as GL or GS.**

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

**Paragraph 24.15(d)(ii) applies only to bargaining unit employees classified as GL or GS.**

- (ii) A designated paid holiday shall account for eight (8) hours.

- (iii) When an employee works on a designated paid holiday, the employee shall be compensated, in addition to the pay for the hours specified in paragraphs (i) and (ii), at time and one-half (1.5) 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 33.04 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 sub-clause 63.07(a) shall be converted to hours.

- (g) Overtime

Overtime shall be compensated for all work performed on regular working days or on days of rest at time and three-quarters (1.75).

## **\*\* ARTICLE 25 - SHIFT PRINCIPLE**

**\*\***

**25.01 (a)** When a full-time indeterminate employee is required to attend one of the following proceedings outside a period which extends before or beyond three (3) hours of his or her scheduled hours of work on a day during which he or she would be eligible for a shift premium, the employee may request that his or her hours of work on that day be scheduled between six (6) a.m. and six (6) p.m.; such request will be granted provided there is no increase in cost to the Employer. In no case will the employee be expected to report for work or lose regular pay without receiving at least twelve (12) hours of rest between the time his or her attendance was no longer required at the proceeding and the beginning of his or her next scheduled work period.

**\*\***

(i) Federal Public Sector Labour Relations and Employment Board Proceedings

Clauses 13.01, 13.02, 13.04, 13.05 and 13.06.

(ii) Contract Negotiation and Preparatory Contract Negotiation Meetings  
Clauses 13.09 and 13.10.

(iii) Personnel Selection Process  
Article 52.

(iv) To write Provincial Certification Examinations which are a requirement for the continuation of the performance of the duties of the employee's position.

(v) Training Courses which the employee is required to attend by the Employer.

(b) Notwithstanding sub-clause (a), proceedings described in paragraph (v) are not subject to the condition that there be no increase in cost to the Employer.

## **ARTICLE 26 - SHIFT PREMIUMS**

### **Excluded provisions**

**This Article does not apply to employees on day work, covered by clauses 24.04 or GL/GS 24.04.**

### **26.01 Shift Premium**

An employee working on shifts, half or more of the hours of which are regularly scheduled between four (4) p.m. and eight (8) a.m., will receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, between four (4) p.m. and eight (8) a.m. The shift premium will not be paid for hours worked between eight (8) a.m. and four (4) p.m.

## **26.02 Weekend Premium**

An employee working on shifts during a weekend will receive an additional premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

### **\*\* ARTICLE 27 - OVERTIME**

**27.01** Each fifteen (15) minute period of overtime shall be compensated for at the following rates:

- (a) time and one-half (1.5) except as provided for in sub-clause 27.01(b) or (c);

**Sub-clause 27.01(b) does not apply to bargaining unit employees classified as GL or GS.**

- (b) double (2) time for each hour of overtime worked after fifteen (15) hours' work in any twenty-four (24) hour period or after seven decimal five (7.5) hours' work on the employee's first (1<sup>st</sup>) day of rest, and for all hours worked on the second (2<sup>nd</sup>) or subsequent day of rest. Second (2<sup>nd</sup>) or subsequent day of rest means the second (2<sup>nd</sup>) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;

**Sub-clause 27.01(c) applies only to bargaining unit employees classified as GL or GS.**

- (c) double (2) time for each hour of overtime worked after sixteen (16) hours' work in any twenty-four (24) hour period or after eight (8) hours' work on the employee's first (1<sup>st</sup>) day of rest, and for all hours worked on the second (2<sup>nd</sup>) or subsequent day of rest. Second (2<sup>nd</sup>) or subsequent day of rest means the second (2<sup>nd</sup>) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

**\*\***

**27.02** The Employer shall endeavour to make payment for overtime by the fourth (4<sup>th</sup>) week after which the employee submits the request for payment;

**27.03** Subject to the operational requirements of the service, the Employer shall make every reasonable effort:

- (a) to avoid excessive overtime work and to offer overtime work on an equitable basis amongst readily available, qualified employees;

and

- (b) to give employees who are required to work overtime reasonable advance notice of the requirement.

**27.04** The Union is entitled to consult the President or the President's representative whenever it is alleged that employees are required to work unreasonable amounts of overtime.

**27.05** (a) If an employee is given instructions before the beginning of the employee's meal break or before the midpoint of the employee's work day whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually

worked, or a minimum of two (2) hours' pay at straight time, whichever is the greater;

- (b) If an employee is given instructions, after the midpoint of the employee's work day or after the beginning of his or her meal break whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of three (3) hours' pay at straight time, whichever is the greater;
- (c) When an employee is required to report for work and reports under the conditions described in (a) or (b) above, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
  - (i) 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
  - (ii) out-of-pocket expenses for other means of commercial transportation.

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

**27.07** The daily overtime provisions of the Agreement shall not apply to an employee attending a training course on the instructions of the Employer, except that an employee who performs his or her normal duties during the employee's regular working hours shall be paid at overtime rates for time spent after eight (8) hours performing work, while the employee is in attendance at training sessions.

- 27.08**
- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of ten dollars (\$10.00) except where free meals are provided.
  - (b) When an employee works overtime continuously extending three (3) hours or more beyond the period provided for in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of ten dollars (\$10.00) for each additional 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.



## **\*\* ARTICLE 28 - CALL-BACK PAY**

**28.01** 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 to a maximum of eight (8) hours' compensation in an eight (8) hour period. Such maximum shall include any reporting pay pursuant to clause 31.06 and the relevant reporting pay provisions;  
or
  - (ii) compensation at the applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.
- (d) The minimum payment referred to in 28.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 61.06 of this collective agreement.
- (e) When an employee completes a call-back requirement without leaving the location in which the employee was contacted, the minimum of three (3) hours provided for in sub-clause 28.01(c) shall be replaced by a minimum of one (1) hour which shall apply only once in respect of each eight (8) hour period.

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

### **No Pyramiding of Payments**

**28.03** Payments provided under the Overtime, Reporting Pay, Designated Paid Holiday and Standby provisions of this collective agreement and clause 28.01 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

**28.04** This Article does not apply where an employee has accommodation on board a vessel and:

- (a) is not in his or her home port, who reports for sailing in accordance with posted sailing orders or as otherwise required by the Master;

or

- (b) is on the Employer's premises at the time of notification of the requirement to work overtime.

### **Compensation in cash or leave with pay**

\*\*

- 28.05** The Employer shall endeavour to make payment for call-back compensation by the fourth (4<sup>th</sup>) week after which the employee submits the request for payment.

### **\*\* ARTICLE 29 - STANDBY**

- 29.01** Where the Employer requires an employee to be available on standby, without the agreed notice of cancellation, during off-duty hours, such employee shall be compensated at the rate of one-half (0.5) hour for each four (4) hour period or part thereof for which the employee has been designated as being on standby duty.

- 29.02** An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for work as quickly as possible if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

- 29.03** No standby payment shall be granted if an employee is unable to report for work when required.

\*\*

- 29.04** When an employee is required to report for work and reports on a day of rest, the employee shall be paid the greater of:

- (a) compensation equivalent to three (3) hours' pay at the applicable overtime rate for each reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period;

or

- (b) compensation at the applicable overtime rate for actual overtime worked;

\*\*

- (c) the Employer shall endeavour to make payment for standby compensation by the fourth (4<sup>th</sup>) week after which the employee submits the request for payment.

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

### **No Pyramiding of Payments**

- 29.06** Payments provided under the Overtime, Reporting Pay, Designated Paid Holidays and Call-Back provisions of this collective agreement and clause 29.04 above shall not be

pyramided, that is, an employee shall not receive more than one compensation for the same service.

### **\*\* ARTICLE 30 - REPORTING PAY**

- 30.01** (a) When an employee is required to report and reports to work on the employee's day of rest, the employee is entitled to a minimum of three (3) hours' compensation at the applicable overtime rate of pay;
- (b) The minimum payment referred to in (a) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 61.05.
- 30.02** When an employee reports for work under the conditions described in clause 30.01, 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.
- 30.03** Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by an employee reporting to work or returning to his or her residence shall not constitute time worked.
- 30.04** Payments provided under Article 28 (Call-Back Pay) and Article 30 (Reporting Pay) shall not be pyramided; that is, an employee shall not receive more than one compensation for the same service.

\*\*

- 30.05** The Employer shall endeavour to make payment for reporting pay compensation by the fourth (4<sup>th</sup>) week after which the employee submits the request for payment;

### **ARTICLE 31 - DESIGNATED PAID HOLIDAYS**

- 31.01** Subject to clause 31.02, the following days shall be designated paid holidays for employees:
- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,

- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August,
- (l) one additional day when proclaimed by an *Act of Parliament* as a national holiday.

**31.02** An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 13 (Leave With or Without Pay For Union Business).

**31.03** When a day designated as a holiday under clause 31.01 coincides with an employee's day of rest, the holiday shall be moved to the first (1<sup>st</sup>) scheduled working day following the employee's day of rest. When a day that is a designated paid holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

When two (2) days designated as holidays under clause 31.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first (1<sup>st</sup>) two (2) scheduled working days following the days of rest. When the days that are designated paid holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

**31.04** When a day designated as a holiday for an employee is moved to another day under the provisions of clause 31.03:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest;
- and
- (b) work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.

**31.05** When an employee works on a designated paid holiday, he or she shall be paid:

- (a) time and one-half (1.5) for all hours worked up to the regular daily scheduled hours of work as specified in Article 24 (Hours of Work) of this collective agreement and double time (2) thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday;

or

- (b) upon request, and with the approval of the Employer, the employee may be granted:
  - (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday;
  - and
  - (ii) pay at one decimal five times (1.5) the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by the Article 24 of this collective agreement; and
  - (iii) pay at two times (2) the straight-time rate of pay for all hours worked by him or her on the holiday in excess of the regular daily scheduled hours of work as specified by the Article 24 (Hours of Work) of this collective agreement.
- (c) Notwithstanding sub-clauses 31.05(a) and (b), when an employee works on a designated paid holiday contiguous to a day of rest on which he or she also worked and received overtime in accordance with sub-clause 27.01(b) or (c), he or she shall be paid in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.
- (d) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.
  - (i) When in a fiscal year an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's request, such lieu days shall be carried over for one (1) year;
  - (ii) In the absence of such request, unused lieu days shall be paid off at the employee's straight-time rate of pay in effect when the lieu day was earned.

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

- (a) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period;
- or
- (b) compensation in accordance with the provisions of clause 31.05.
- (c) when an employee is required to report for work and reports under the conditions described in 31.06(a) or (b) above, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

- (i) 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

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

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

**31.08** Where a day that is a designated paid holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

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

## **ARTICLE 32 - RELIGIOUS OBSERVANCE**

**32.01** The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations.

**32.02** Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave, leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.

**32.03** Notwithstanding clause 32.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this Article shall not be compensated nor should they result in any additional payments by the Employer.

**32.04** An employee who intends to request leave or time off under this Article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

## **ARTICLE 33 - TRAVELLING TIME**

### **Excluded Provisions**

**Sub-clauses 33.07(a) and (b) do not apply to bargaining unit employees classified as GL or GS.**

### **Alternate Provisions**

**Sub-clauses 33.07(c) and (d) apply only to bargaining unit employees classified as GL or GS.**

**33.01** For the purposes of this collective agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.

**33.02** When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 33.03 and 33.04. Travelling time shall include time necessarily spent at each stop-over en route provided such stop-over is not longer than four (4) hours.

**33.03** For the purposes of clauses 33.02 and 33.04, the travelling time for which an employee shall be compensated is as follows:

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

**33.04** If an employee is required to travel as set forth in clauses 33.02 and 33.03:

- (a) On a normal working day on which the employee 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 the employee travels and works, the employee shall be paid:
  - (i) his or her regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours;
  - and
  - (ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed fifteen (15) hours pay at the straight-time rate of pay.
- (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of fifteen (15) hours pay at the straight-time rate of pay.

**33.05** This Article does not apply to an employee when the employee travels by any type of transport in which he or she is required to perform work, and/or which also serves as his or her living quarters during a tour of duty. 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 27 (Overtime) and Article 31 (Designated Paid Holidays) of this collective agreement.

**33.06** Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.

**33.07 Travel Status Leave**

- (a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his or her permanent residence for forty (40) nights during a fiscal year shall be granted fifteen (15) hours off with pay. The employee shall be credited with an additional seven decimal five (7.5) hours off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of sixty (60) nights.
- (b) The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) 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 forty (40) nights during a fiscal year shall be granted sixteen (16) hours off with pay. The employee shall be credited with an additional eight (8) hours off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of sixty (60) nights.
- (d) The maximum number of hours off earned under this clause shall not exceed forty (40) hours in a fiscal year and shall accumulate as compensatory leave with pay.
- (e) This leave with pay is deemed to be compensatory and is subject to clause 27.02.

The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.

**\*\* ARTICLE 34 – COMPENSATORY LEAVE WITH PAY**

**34.01** Upon request of an employee and at the discretion of the Employer, compensation earned under Article 27 - Overtime; Article 28 - Call-Back Pay; Article 29 – Standby; Article 30 – Reporting Pay; and travelling time compensated at an overtime rate under Article 33 - Travelling Time, may be taken in the form of compensatory leave, which will be calculated at the premium rate laid down in the applicable Article.

**34.02** The Employer shall grant compensatory leave at times convenient to both the employee



and the Employer.

\*\*

- 34.03** Compensatory leave earned in a fiscal year and outstanding as of September 30<sup>th</sup> of the following fiscal year shall be paid at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment to his or her substantive position at the end of the fiscal year in question. The Employer will endeavour to make such payment by the fourth (4<sup>th</sup>) week of the commencement of the first pay period after September 30<sup>th</sup>.
- 34.04** At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request.
- 34.05** When an employee dies or otherwise ceases to be employed, accumulated compensatory leave shall be paid out in whole to the employee or the employee's estate, calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position at the time his or her employment ceases.

\*\*

**34.06** Where, in respect of any period of compensatory leave, an employee is granted:

\*\* (a) bereavement leave with pay,

or

\*\* (b) leave with pay because of illness in the immediate family,

or

\*\* (c) sick leave 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 35 - TRAVELLING EXPENSES ON LEAVE OR TERMINATION**

**35.01** When an employee serving on a vessel which is away from its home port:

- (a) is authorized to take leave under the provisions of Article 38 (Vacation Leave With Pay) or under the provisions of Article 50 (Bereavement Leave With Pay) the Employer shall pay the cost of the return travelling expenses, as normally defined by the Employer, from the point of disembarkation to the vessel's home port or to the employee's normal place of residence, whichever is the lesser amount;
- (b) terminates his or her employment by reason of retirement, release or lay-off, the Employer shall pay the cost of the travelling expenses, as normally defined by the Employer, from the point of disembarkation to the employee's port of hiring or to the employee's normal place of residence, whichever is the lesser amount.

## ARTICLE 36 - NOTICE OF TRANSFER

**36.01** Where practicable, advance notice of a permanent change in posting or a permanent transfer from an employee's Headquarters' area as defined by the Employer shall be given to an employee. Such notice shall not normally be less than two (2) months.

## \*\* ARTICLE 37 - LEAVE GENERAL

### Excluded Provision

**Sub-clause 37.01(a) does not apply to bargaining unit employees classified as GL or GS.**

### Alternate Provision

**Sub-clause 37.01(b) applies only to bargaining unit employees classified as GL or GS.**

### SEE APPENDIX "C" FOR VACATION CONVERSION TABLES

\*\*

**37.01 (a)** When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.

\* (b) Notwithstanding the above, in Article 50 (Bereavement Leave with Pay) a "day" will mean a calendar day.

**37.02** Except as otherwise specified in this Agreement:

(a) where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation.

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

**37.03** An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of his or her vacation and sick leave credits.

**37.04** The amount of leave with pay earned but unused credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.

**37.05** An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

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

- 37.07** In the event of termination of employment for reasons other than incapacity, death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.
- 37.08** An employee shall not earn leave credits under this Agreement in any month for which leave has already been credited to him or her under the terms of any other collective agreement to which the Employer is a party or under other rules or regulations of the Employer.
- 37.09** 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.

**\*\* ARTICLE 38 - VACATION LEAVE WITH PAY**

**Excluded Provisions**

**Sub-clauses 38.02(a), 38.13(a) and 38.13(b) do not apply to bargaining unit employees classified as GL or GS.**

**\*\***

**Sub-clauses 38.02(a) and 38.02(b) do not apply to bargaining unit employees classified as FI.**

**Alternate Provisions**

**Sub-clauses 38.02(b), 38.13(c) and 38.13(d) apply only to bargaining unit employees classified as GL or GS.**

**\*\***

**Sub-clause 38.02(c) applies only to bargaining unit employees classified as FI.**

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

**Accumulation of Vacation Leave Credits**

**\*\***

- 38.02** (a) 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:
- (i) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8<sup>th</sup>) year of service occurs;
  - (ii) twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8<sup>th</sup>) anniversary of service occurs;

- (iii) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16<sup>th</sup>) anniversary of service occurs;
  - (iv) fourteen decimal three seven five (14.375) hours commencing with the month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;
  - (v) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18<sup>th</sup>) anniversary of service occurs;
  - (vi) sixteen decimal eight seven five (16.875) hours commencing with the months in which the employee's twenty-seventh (27<sup>th</sup>) anniversary of service occurs;
  - (vii) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28<sup>th</sup>) anniversary of service occurs;
- (b) An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least eighty (80) hours:
- (i) ten (10) hours until the month in which the anniversary of the employee's eighth (8<sup>th</sup>) year of service occurs;
  - (ii) thirteen decimal three three (13.33) hours commencing with the month in which the employee's eighth (8<sup>th</sup>) anniversary of service occurs;
  - (iii) fourteen decimal six seven (14.67) hours commencing with the month in which the employee's sixteenth (16<sup>th</sup>) anniversary of service occurs;
  - (iv) fifteen decimal three three (15.33) hours commencing with the month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;
  - (v) sixteen decimal six seven (16.67) hours commencing with the month in which the employee's eighteenth (18<sup>th</sup>) anniversary of service occurs;
  - (vi) eighteen (18) hours commencing with the months in which the employee's twenty-seventh (27<sup>th</sup>) anniversary of service occurs;
  - (vii) twenty (20) hours commencing with the month in which the employee's twenty-eighth (28<sup>th</sup>) anniversary of service occurs;
- \*\* (c) An employee in the FI classification 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:
- \*\* (i) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's fifth (5<sup>th</sup>) year of service occurs;
  - \*\* (ii) twelve decimal five (12.5) hours commencing with the month in which the employee's fifth (5<sup>th</sup>) anniversary of service occurs;

- \*\* (iii) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- \*\* (iv) fourteen decimal three seven five (14.375) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- \*\* (v) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- \*\* (vi) sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- \*\* (vii) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;
- \*\* (d) For the purpose of this clause only, all service within the public service including the Canadian Food Inspection Agency, whether continuous or discontinuous, shall count toward vacation leave.
- \* (e) For the purpose of clause 38.02(d) only, effective April 1, 2012 and forward from that date, any former service in the Canadian Forces for a continuous period of six (6) 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.

### **Entitlement to Vacation Leave With Pay**

**38.03** 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 may receive an advance of credits equivalent to the anticipated credits for the vacation year.

### **Scheduling of Vacation Leave With Pay**

**38.04** In scheduling vacation leave with pay to an employee, the Employer shall, subject to the operational requirements of the service, make every reasonable effort:

- (a) to grant the employee his or her vacation leave during the fiscal year in which it is earned, if so requested by the employee not later than June 1;
- (b) to comply with any request made by an employee before January 31 that the employee be permitted to use in the following fiscal year any period of vacation leave of thirty (30) hours, or thirty-two (32) hours where the standard work week is forty (40) hours, or more earned by the employee in the current year;
- (c) to ensure that approval of an employee's request for vacation leave is not unreasonably denied;
- (d) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or the other employees, according to the wishes of the employee.

- (e) employees in each work group shall be encouraged to co-operatively establish an agreed-upon vacation schedule that meets their needs and the operational requirements determined by the Employer;
- (f) when a vacation schedule cannot be agreed upon or does not meet operational requirements, years of service as defined in Article 38.02(d) shall be used as the determining factor in deciding which requests shall be granted by the Employer.

**38.05** The Employer shall give an employee as much notice as is practicable and reasonable of approval, denial or cancellation of a request for vacation leave. In the case of denial, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.

**38.06** Where, in respect of any period of vacation leave, an employee is granted:

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

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

**38.07** Where, in any vacation year, an employee has not been granted all of the vacation leave credited to the employee the unused portion of the employee's vacation leave shall be carried over into the following vacation year. Carry-over beyond one (1) year shall be by mutual consent.

#### **Recall from Vacation Leave With Pay**

- 38.08** (a) The Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay.
- (b) Where, during any period of vacation leave with pay an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:
- (i) in proceeding to the employee's place of duty;  
and
  - (ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.

- (c) The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under sub-clause 38.08(b) to be reimbursed for reasonable expenses incurred by the employee.

### **Leave When Employment Terminates**

- 38.09** When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave with pay to the employee's credit by the hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment, except that the Employer shall grant the employee any vacation leave earned but not used by the employee before the employment is terminated by lay-off if the employee so requests because of a requirement to meet minimum continuous employment requirements for severance pay.
- 38.10** Notwithstanding clause 38.09, an employee whose employment is terminated by reason of a declaration that he or she abandoned his or her position is entitled to receive the payment referred to in clause 38.09, if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

### **Advance Payments**

- 38.11** The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.

Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first (1<sup>st</sup>) charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

### **Cancellation of Vacation Leave**

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

### **Carry-Over and/or Liquidation of Vacation Leave**

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- 38.13** (a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and sixty-two decimal five (262.5) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours shall be automatically paid at his or her hourly rate of pay as calculated from the classification prescribed in his or

her certificate of appointment of his or her substantive position on the last day of the vacation year.

- \*\* (b) Notwithstanding sub-clause 38.13(a), if on the date of signing of this Agreement or on the date an employee becomes subject to this Agreement, he or she has more than two hundred and sixty-two decimal five (262.5) hours of unused vacation leave credits earned during previous years, a minimum of seventy-five (75) hours per year shall be granted, or paid by March 31<sup>st</sup> of each year, until all vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours have been liquidated. Payment shall be in one installment per year, and shall be at his or her hourly rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31<sup>st</sup> of the applicable previous vacation year.
- \*\* (c) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and eighty (280) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and eighty (280) hours shall be automatically paid at his or her hourly rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.
- \*\* (d) Notwithstanding sub-clause 38.13(c), if on the date of signing of this Agreement or on the date an employee becomes subject to this Agreement, he or she has more than two hundred and eighty (280) hours of unused vacation leave credits earned during previous years, a minimum of eighty (80) hours per year shall be granted, or paid by March 31<sup>st</sup> of each year, until all vacation leave credits in excess of two hundred and eighty (280) hours have been liquidated. Payment shall be in one installment per year, and shall be at his or her hourly rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31<sup>st</sup> of the applicable previous vacation year.

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**38.14** 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 and twelve decimal five (112.5) hours, or one hundred and twenty (120) hours where the standard work week is forty (40) hours per week, may be paid at the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on March 31<sup>st</sup> of the previous vacation year.

### **38.15 Appointment to a Schedule I, IV or V Employer**

Notwithstanding clause 38.09, an employee who resigns to accept employment with an organization listed in Schedule I, IV or V of the *Financial Administration Act* may choose not to be paid for earned but unused vacation leave credits provided that the appointing organization will accept such credits.

### **38.16 Appointment from a Schedule I, IV or V Employer**

The Employer agrees to accept unused vacation leave credits up to a maximum of two hundred and sixty-two decimal five (262.5) hours, or two hundred and eighty (280) hours for employees classified GL or GS, of an employee who resigns from an organization listed in Schedule I, IV or V of the *Financial Administration Act* in order to take a position with the



Employer if the transferring employee is eligible and has chosen to have these credits transferred.

## **ARTICLE 39 - SICK LEAVE WITH PAY**

### **Excluded Provisions**

**Sub-clauses 39.01(a), 39.01(c) and 39.04(a) do not apply to bargaining unit employees classified as GL or GS.**

### **Alternate Provisions**

**Sub-clauses 39.01(b), 39.01(d) and 39.04(b) apply only to bargaining unit employees classified as GL or GS.**

### **Credits**

- 39.01** (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 the employee receives pay for at least seventy-five (75) hours.
- (b) An employee shall earn sick leave credits at the rate of ten (10) hours for each calendar month for which the employee receives pay for at least eighty (80) hours.
- (c) 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.
- (d) A shift worker shall earn additional sick leave credits at the rate of one decimal three three (1.33) hours for each calendar month during which he or she works shifts and he or she receives pay for at least eighty (80) 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 twenty (120) hours sick leave credits during the current fiscal year.

### **Granting of Sick Leave**

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

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

**39.03** Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of sub-clause 39.02(a).

- 39.04** a) When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 39.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to one hundred and eighty-seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned with the Employer.
- (b) When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 39.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to two hundred (200) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned with the Employer.
- 39.05** When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.
- 39.06** Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.
- 39.07** Sick leave credits earned but unused by an employee during a previous period of employment in the Canadian Food Inspection Agency shall be restored to an employee whose employment was terminated by reason of layoff and who is reappointed in the Canadian Food Inspection Agency within two (2) years from the date of layoff.
- 39.08** The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity pursuant to paragraph 12(2)(d) of the *Financial Administration Act* at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits, except where the incapacity is the result of an injury or illness for which injury-on-duty leave has been granted pursuant to Article 41.
- 39.09** Sick leave credits earned but unused by an employee during a previous period of employment at the Agency 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 to the Agency within one (1) year from the end of the specified period of employment.

#### **ARTICLE 40 - MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES**

- 40.01** Up to three decimal seven five (3.75) hours, or four (4) hours where the standard work week is forty (40) hours per week, of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.
- 40.02** 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.

## **ARTICLE 41 - INJURY-ON-DUTY LEAVE**

**41.01** An employee shall be granted injury-on-duty leave with pay for such period as may be reasonably determined by the Employer when a claim has been made pursuant to the *Government Employees Compensation Act*, and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

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

or

(b) an industrial illness or a disease arising out of and in the course of the employee's employment, if the employee agrees to remit to the Receiver General of Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such 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.

## **\*\* ARTICLE 42 - MATERNITY LEAVE WITHOUT PAY**

### **42.01 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 sub-clause 42.01(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 sub-clause 42.01(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 sub-clause 42.01(b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

(d) The Employer may require an employee to submit a medical certificate certifying pregnancy.

(e) An employee who has not commenced maternity leave without pay may elect to:

- (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
  - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 39 (Sick Leave With Pay). For purposes of this subparagraph, the terms "illness" or "injury" used in Article 39 (Sick Leave With Pay) shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

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#### **42.02 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 sub-clauses 42.02(c) to (i), provided that she:
- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay;
  - (ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits under Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer;
- and
- (iii) has signed an agreement with the Employer stating that:
    - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
    - (B) following her return to work, as described in sub-paragraph (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
    - (C) should she fail to return to work for the Employer, Parks Canada, The Canada Revenue Agency or the Core Public Administration, in accordance with sub-paragraph (A), or should she return to work but fail to work for the total period specified in sub-paragraph (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 sub-paragraph (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

(Allowance received) X (remaining period to be worked following her return to work)

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[Total period to be worked as specified in (B)]

however, an employee whose specified period of employment expired and who is rehired by the Employer, Parks Canada, The Canada Revenue Agency or the Core Public Administration 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 sub-paragraph (B).

- (b) For the purpose of sub-paragraphs 42.02(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 sub-paragraph 42.02(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 before receiving Employment Insurance maternity benefits, ninety-three percent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
  - \*\* (ii) for each week that the employee receives a maternity benefit under Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three percent (93%) of her weekly rate of pay and the maternity benefit, less any other monies earned during this period which 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,  
  
and
  - \*\* (iii) where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during this period.
- \*\* (d) At the employee's request, the payment referred to in paragraph 42.02(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 sub-clause 42.02(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 Québec.

- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
  - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in paragraph 42.02(f)(i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in sub-clause 42.02(f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding sub-clause 42.02(g), and subject to paragraph 42.02(f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four 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.

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#### **42.03 Special Maternity Allowance for Totally-Disabled Employees**

- (a) An employee who:
  - (i) fails to satisfy the eligibility requirement specified in paragraph 42.02(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 sub-clause 42.02(a), other than those specified in sub-paragraphs (A) and (B) of paragraph 42.02(a)(iii), shall be paid, in respect of each week of maternity allowance not received for the reason described in paragraph (i), the difference between ninety-three percent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.
- (b) An employee shall be paid an allowance under this clause and under clause 42.02 for a combined period of no more than the number of weeks during which she

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would have been eligible for maternity benefits under Employment Insurance or the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance maternity benefits for the reasons described in paragraph 42.03(a)(i).

**\*\* ARTICLE 43 - MATERNITY-RELATED REASSIGNMENT OR LEAVE**

**\*\***

**43.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the fifty-second (52nd) 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.

**43.02** An employee's request under clause 43.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.

**43.03** An employee who has made a request under clause 43.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

(a) modifies her job functions or reassigns her;

or

(b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

**43.04** Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.

**\*\***

**43.05** Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than fifty-two (52) weeks after the birth.

**43.06** An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks' notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

**\*\* ARTICLE 44 - PARENTAL LEAVE WITHOUT PAY**

**44.01 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 commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding sub-clauses (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in sub-clauses (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 during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than 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 expected date of the commencement date of such leave.
- (f) The Employer may:
  - (i) defer the commencement of parental leave without pay at the request of the employee;
  - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
  - (iii) require an employee to submit a birth certificate or proof of adoption of the child.



- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

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#### **44.02 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 sub-clauses 44.02(c) to (i), providing he or she:
  - (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay;
  - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental, adoption or paternity benefits under Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,  
  
and
  - (iii) has signed an agreement with the Employer stating that:
    - (A) the employee will return to work on the expiry date of his 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 sub-paragraph (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 sub-paragraph 42.02(a)(iii)(B), if applicable;
    - (C) should he or she fail to return to work for the Employer, Parks Canada, The Canada Revenue Agency or the Core Public Administration, in accordance with sub-paragraph (A) or should he or she return to work but fail to work the total period specified in sub-paragraph (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 sub-paragraph (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;

(Allowance received) X (remaining period to be worked following her return to work)

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[Total period to be worked as specified in (B)]

however, an employee whose specified period of employment expired and who is rehired by the Employer, Parks Canada, The Canada Revenue Agency or the Core Public Administration 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 sub-paragraph (B).

- (b) For the purpose of sub-paragraphs (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 sub-paragraph (a)(iii)(B), without activating the recovery provisions described in sub-paragraph (a)(iii)(C).
- \*\* (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- \*\* (i) where an employee is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three percent (93%) of his or her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
- \*\* (ii) for each week in respect of which the employee receives parental, adoption or paternity benefits under Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three percent (93%) of his or her weekly rate of pay and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or 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;
- \*\* (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 percent (93%) of her weekly rate of pay for each week, less any other monies earned during this period;
- \*\* (iv) where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, he/she is eligible to receive a further parental allowance for a period of one (1) week at ninety-three percent (93%) of his or her weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 42.02 (c)(iii) for the same child.
- \*\* (d) At the employee's request, the payment referred to in paragraph 44.02(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 sub-clause 44.02(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 Québec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
  - (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in paragraph 44.02(f)(i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in sub-clause 44.02(f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding sub-clause 44.02(g), and subject to paragraph 44.02(f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (k) The maximum combined maternity and parental allowances payable shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

\*\*

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

\*\*

- (a) An employee who:
  - (i) fails to satisfy the eligibility requirement specified in paragraph 44.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits;

and

- \*\*
- (ii) has satisfied all of the other eligibility criteria specified in sub-clause 44.02(a), other than those specified in sub-paragraphs (A) and (B) of paragraph 44.02(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three percent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.
  - (b) An employee shall be paid an allowance under this clause and under clause 44.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, adoption or paternity benefits under Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance plan benefits for the reasons described in paragraph 44.03(a)(i).

#### **ARTICLE 45 - LEAVE WITHOUT PAY FOR THE CARE OF FAMILY**

**45.01** Both parties recognize the importance of access to leave for the purpose of care for family.

**45.02** 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 and the Canadian Food Inspection Agency;
- (d) leave granted for periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.
- (e) Compassionate Care Leave
  - (i) Notwithstanding the definition of "family" found in clause 2.01 and notwithstanding paragraphs 45.02(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance 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 Compassionate Care Benefits.

- (iii) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance Compassionate Care Benefits has been accepted.
- (iv) When an employee is notified that their request for Employment Insurance Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.

**45.03** An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

**45.04** All leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of previous collective agreements between the Canadian Food Inspection Agency and the Public Service Alliance of Canada or other agreements will not count towards the calculation of the maximum amount of time allowed for Care of Family during an employee's total period of employment in the Canadian Food Inspection Agency and in the Public Service.

**\*\* ARTICLE 46 - LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES**

**Excluded Provisions**

**Sub-clause 46.03 (e) does not apply to bargaining unit employees classified as GL or GS.**

**Alternate Provisions**

**Sub-clause 46.03 (f) applies only to bargaining unit employees classified as GL or GS.**

**\*\***

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

- \* (a) spouse or common-law partner resident with the employee;
- \*\* (b) dependent children (including foster children or children of spouse or common-law partner, ward of the employee);
- \*\* (c) parents (including step-parents or foster parents), father-in-law, mother-in-law;
- \*\* (d) brother, sister, step-brother, step-sister;
- \*\* (e) grandparents and grandchildren of the employee;
- \* (f) any relative permanently residing in the employee's household or with whom the employee permanently resides; or
- \*\* (g) any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.

**46.02** The total leave with pay which may be granted under this Article shall not exceed thirty-seven decimal five (37.5) hours, or forty (40) hours where the standard work week is forty (40) hours, in a fiscal year.

\*\*

**46.03** Subject to clause 46.02, the Employer shall grant leave with pay under the following circumstances:

- (a) to take a dependent 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) leave with pay for needs directly related to the birth or to the adoption of the employee's child.
- \*\*
- (e) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
- \*\*
- (f) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
- \*\*
- (g) seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours, or eight (8) hours out of the forty (40) hours where the standard work week is forty (40) hours, stipulated in clause 46.02 above may be used 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.

#### **ARTICLE 47 - LEAVE WITHOUT PAY FOR PERSONAL NEEDS**

**47.01** Leave without pay will be granted for personal needs in the following manner:

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- (c) an employee is entitled to leave without pay for personal needs only once under each of sub-clauses (a) and (b) during the employee's total period of employment in the Public Service and the Canadian Food Inspection Agency. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.

## ARTICLE 48 - MARRIAGE LEAVE WITH PAY

### Excluded Provisions

**Sub-clauses 48.01(a) and 48.02(a) do not apply to bargaining unit employees classified as GL or GS.**

### Alternate Provisions

**Sub-clauses 48.01(b) and 48.02(b) apply only to bargaining unit employees classified as GL or GS.**

- 48.01** (a) After the completion of one (1) year's continuous employment in the Public Service or the Canadian Food Inspection Agency, and providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted up to thirty-seven decimal five (37.5) hours' marriage leave with pay for the purpose of getting married.
- (b) After the completion of one (1) year's continuous employment in the Public Service or the Canadian Food Inspection Agency, and providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted up to forty (40) hours' marriage leave with pay for the purpose of getting married.
- 48.02** (a) Where same-sex marriage is not available and after the completion of one (1) year's continuous employment in the Public Service or the Canadian Food Inspection Agency, and providing an employee gives the Employer at least five (5) days' notice and a sworn affidavit certifying to the spousal union, the employee shall be granted up to thirty-seven decimal five (37.5) hours' marriage leave with pay for the purpose of participating in a public commitment ceremony with a person of the same sex.
- (b) Where same-sex marriage is not available and after the completion of one (1) year's continuous employment in the Public Service or the Canadian Food Inspection Agency, and providing an employee gives the Employer at least five (5) days' notice and a sworn affidavit certifying to the spousal union, the employee shall be granted up to forty (40) hours' marriage leave with pay for the purpose of participating in a public commitment ceremony with a person of the same sex.
- 48.03** An employee cannot be granted leave with pay in accordance with both 48.01 and 48.02 for a union with the same person.
- 48.04** For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of leave under 48.01 or 48.02 above, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

**ARTICLE 49 - LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE  
OR COMMON-LAW PARTNER**

**49.01** 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 or common-law partner is permanently relocated and up to five (5) years to an employee whose spouse or common-law partner is temporarily relocated.

**\*\* ARTICLE 50 - BEREAVEMENT LEAVE WITH PAY**

\*\*

**50.01** When a member of the employee's family dies, the employee shall be entitled to a bereavement leave with pay. Such bereavement leave, 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.

\*\* (a) At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.

\*\* (b) When requested to be taken in two (2) periods:

\*\* (i) The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death; and

\*\* (ii) The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.

\*\* (iii) The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.

\*\*

**50.02** An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her brother-in-law or sister-in-law and grandparents of spouse.

\*\*

**50.03** If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 50.01 and 50.02, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

**50.04** 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 President may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 50.01 and 50.02.



## ARTICLE 51 - COURT LEAVE

**51.01** The Employer shall grant leave with pay to an employee for the period of time he or she is required:

- (a) to be available for jury selection;
  - (b) to serve on a jury;
  - (c) by subpoena or summons to attend as a witness in any proceeding held:
    - (i) in or under the authority of a court of justice or before a grand jury;
    - (ii) before a court, judge, justice, magistrate or coroner;
    - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position;
    - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
- or
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

## **\*\* ARTICLE 52 - PERSONNEL SELECTION LEAVE**

**\*\***

**52.01** Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the Canadian Food Inspection Agency or for positions in other Agencies or Departments, (as defined in the *Federal Public Sector Labour Relations Act*), the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where the employee's presence is required.

## **\*\* ARTICLE 53 - EDUCATION LEAVE WITHOUT PAY, CAREER DEVELOPMENT LEAVE WITH PAY AND EXAMINATION LEAVE WITH PAY**

### **Education Leave Without Pay**

**53.01** The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, 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 in order to provide a service which the Employer requires or is planning to provide.

**53.02** 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 percent (100%) of the employee's annual rate of pay, 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.

**53.03** 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.

**53.04** As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

If the employee:

- (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**

**53.05** (a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:

- (i) a course given by the Employer;
- (ii) a course offered by a recognized academic institution;
- (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.

(b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 53.05(a) above. The employee shall receive no compensation under Article 27 (Overtime) and Article 33 (Travelling Time) 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 which the Employer may deem appropriate.

\*\*

### **53.06 Canadian Food Inspection Agency Career Development Committee**

#### **\*\* Consultation Committee**

- \*\* (a) The parties to this Collective Agreement acknowledge the mutual benefits to be derived from consultation on Career Development. To this effect the parties agree that such consultation will be held at the Agency level either through the existing Joint Consultation Committee or through the creation of a Canadian Food Inspection Agency Career Development Consultation Committee.
- \*\* (b) The Canadian Food Inspection Agency Consultation Committee on Career Development shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.
- \*\* (c) Employees forming the continuing membership of the Canadian Food Inspection Agency Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.
- \*\* (d) The Employer recognizes the use of such committees for the purpose of providing information, discussing the application of policy, promoting understanding and reviewing problems.
- \*\* (e) It is understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

#### **Examination Leave With Pay**

\*

**53.07** At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave will only be granted where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his or her qualifications.

### **ARTICLE 54 - LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

**54.01** At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty; such leave shall not be unreasonably withheld;

- (b) leave with or without pay for purposes other than those specified in this Agreement.

#### **54.02 Volunteer Leave**

**Sub-clause 54.02(a) does not apply to bargaining unit employees classified as GL or GS.**

**Sub-clause 54.02(b) applies only to bargaining unit employees classified as GL or GS.**

- (a) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal year, seven decimal five (7.5) hours 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. For purposes of this clause, a day is equal to seven decimal five (7.5) hours.
- (b) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal year, eight (8) hours 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. For purposes of this clause, a day is equal to eight (8) hours.
- (c) 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 a time as the employee may request.

#### **54.03 Personal Leave**

**Sub-clause 54.03(a) does not apply to bargaining unit employees classified as GL or GS.**

**Sub-clause 54.03(b) applies only to bargaining unit employees classified as GL or GS.**

- (a) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal year, seven decimal five (7.5) hours leave with pay for reasons of a personal nature. For purposes of this clause, a day is equal to seven decimal five (7.5) hours.
- (b) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal year, eight (8) hours leave with pay for reasons of a personal nature. For purposes of this clause, a day is equal to eight (8) hours.
- (c) 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 a time as the employee may request.

## **ARTICLE 55 - RESTRICTION ON OUTSIDE EMPLOYMENT**

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

## **ARTICLE 56 - STATEMENT OF DUTIES**

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

## **ARTICLE 57 - DUTY ABOARD VESSELS**

**57.01** Nothing in this Agreement shall be construed to impair in any manner whatsoever the authority of the Master.

**57.02** The Master may, whenever he or she deems it advisable, require any employee to participate in lifeboat or other emergency drills without the payment of overtime.

**57.03** Any work necessary for the safety of the vessel, passengers, crew or cargo shall be performed by all employees at any time on immediate call and, notwithstanding any provisions of this Agreement which might be construed to the contrary, in no event shall overtime be paid for work performed in connection with such emergency duties of which the Master shall be the sole judge.

**57.04** When an employee suffers loss of clothing or personal effects (those which can reasonably be expected to accompany the employee aboard the ship) because of marine disaster or shipwreck, the employee shall be reimbursed the value of those articles up to a maximum of three thousand dollars (\$3,000) based on replacement cost.

- 57.05** (a) An employee shall submit to the Employer a full inventory of his or her personal effects and shall be responsible for maintaining it in a current state.
- (b) An employee or the employee's estate making a claim under this Article shall submit to the Employer reasonable proof of such loss, and shall submit an affidavit listing the individual items and values claimed.

## **\*\* ARTICLE 58 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

**58.01** (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) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (½) 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.

- 58.02** (a) Prior to an employee performance review the employee shall be given:
- (i) the evaluation form which will be used for the review;
  - (ii) any written document which provides instructions to the person conducting the review;
- (b) if during the employee performance review, either the form or instructions are changed they shall be given to the employee.

\*\*

- 58.03** Upon written request of an employee, the personnel file of that employee shall be made available for his or her examination in the presence of an authorized representative of the Employer.

\*\*

- 58.04** When a report pertaining to an employee's performance is placed on that employee's personnel file, the employee concerned shall be given:

- \*\* (a) A copy of the report placed on their file;
- \*\* (b) An opportunity to sign the report in question to indicate that its contents have been read;  
and
- \*\* (c) An opportunity to submit such written representations as the employee may deem appropriate concerning the report and to have such written representations attached to the report.

#### **\*\* ARTICLE 59 - MEMBERSHIP FEES**

- 59.01** 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.

\*\*

- 59.02** Upon receipt of proof of payment, the Employer shall reimburse an employee, who is classified as an FI, his or her annual membership fees paid to either the Institute of Chartered Accountants (CA), the Society of Management Accountants (CMA), the Association of Certified General Accountants (CGA), or the Chartered Professional Accountants (CPA).

- 59.03** When the payment of such fees is not a requirement for the continuation of the performance of the duties of an employee's position, but eligibility for a professional

accounting designation from one of these associations is a qualification specified in the Standards for Selection and Assessment for the Financial Administration Group, the Employer shall reimburse the employee, upon receipt of proof of payment, for his or her annual membership fees paid to one of the associations referred to in clause 59.02 to a maximum of one thousand dollars (\$1,000).

\*\*

**59.04** The Employer shall reimburse annual fees paid to one of the associations referred to in clause 59.02 for employees pursuing a formal study program to obtain a professional accounting designation (CA, CMA, CGA, or CPA).

\*\*

**59.05** Reimbursement covered by this Article does not include arrears of previous years' dues. Reimbursement covered by this Article shall include insurance payable as a requirement for maintaining the designation to a maximum of seventy-five (\$75) dollars excluding any optional insurance that may be offered for the purpose of practicing in the private sector.

\*

**59.06** Membership dues referred to in Article 10 (Check-Off) of this Agreement are specifically excluded as reimbursable fees under this Article.

#### **ARTICLE 60 - WASH-UP TIME**

**60.01** Where the Employer determines that due to the nature of the work there is a clear cut need, wash-up time up to a maximum of ten (10) minutes will be permitted before the end of the working day, or immediately following and contiguous to the working day.

**60.02** Wash-up time permitted pursuant to clause 60.01 and immediately following and contiguous to the working day shall be deemed to qualify for overtime compensation for the purpose of clause 27.01.

#### **\*\* ARTICLE 61 - PART-TIME EMPLOYEES**

\*\*

##### **61.01 Definition**

Part-time employee means an employee whose weekly scheduled hours of work on average are less than those established in Article 24 (Hours of Work) but not less than those prescribed in the *Federal Public Sector Labour Relations Act*.

##### **General**

**Sub-clause 61.02(a) does not apply to bargaining unit employees classified as GL or GS.**

**61.02** (a) Unless otherwise specified in this Article, part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work compared with thirty-seven decimal five (37.5).

**Sub-clause 61.02(b) applies only to bargaining unit employees classified as GL or GS.**

- (b) Unless otherwise specified in this Article, part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work compared with forty (40).

**61.03** Part-time employees are entitled to overtime compensation in accordance with paragraphs (ii) and (iii) of the overtime definition in sub-clause 2.01.

**Sub-clause 61.04(a) does not apply to bargaining unit employees classified as GL or GS.**

- 61.04** (a) The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days or thirty-seven decimal five (37.5) hours.

**Sub-clause 61.04(b) applies only to bargaining unit employees classified as GL or GS.**

- (b) The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days or forty (40) hours.

### **Specific Application of this Agreement**

#### **61.05 Reporting Pay**

Subject to clause 61.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with sub-clause 30.01(a) of this collective agreement, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

#### **61.06 Call-Back**

When a part-time employee meets the requirements to receive call-back pay in accordance with clause 28.01 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

### **Designated Paid Holidays**

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

**Sub-clause 61.08(a) does not apply to bargaining unit employees classified as GL or GS.**

- 61.08** (a) When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 31.01, the employee shall be paid at time and one-half (1.5) of the straight-time rate of pay for all hours worked up to seven decimal five (7.5) hours and double time (2) thereafter.

**Sub-clause 61.08(b) applies only to bargaining unit employees classified as GL or GS.**

- (b) When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 31.01, the employee shall be paid at time and one-half (1.5) of the straight-time rate of pay for all hours worked up to eight (8) hours and double time (2) thereafter.



**61.09** A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time employee in clause 31.01, shall be paid for the time actually worked in accordance with clause 61.08, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

#### **Vacation Leave**

#### **Excluded Provision**

**Sub-clause 61.10(a) does not apply to bargaining unit employees classified as GL or GS.**

#### **Alternate Provision**

**Sub-clause 61.10(b) applies only to bargaining unit employees classified as GL or GS.**

**61.10 (a)** A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal work week, at the rate for years of service established in clause 38.02 of this Agreement, prorated and calculated as follows:

- (i) when the entitlement is nine decimal three seven five (9.375) hours a month, zero decimal two five zero (0.250) multiplied by the number of hours in the employee's work week per month;
- (ii) when the entitlement is twelve decimal five (12.5) hours a month, zero decimal three three three (0.333) multiplied by the number of hours in the employee's work week per month;
- (iii) when the entitlement is thirteen decimal seven five (13.75) hours a month, zero decimal three six seven (0.367) multiplied by the number of hours in the employee's work week per month;
- (iv) when the entitlement is fourteen decimal three seven five (14.375) hours a month, zero decimal three eight three (0.383) multiplied by the number of hours in the employee's work week per month;
- (v) when the entitlement is fifteen decimal six two five (15.625) hours a month, zero decimal four one seven (0.417) multiplied by the number of hours in the employee's work week per month;
- (vi) when the entitlement is sixteen decimal eight seven five (16.875) hours a month, zero decimal four five zero (0.450) multiplied by the number of hours in the employee's work week per month;
- (vii) when the entitlement is eighteen decimal seven five (18.75) hours a month, zero decimal five zero zero (0.500) multiplied by the number of hours in the employee's work week per month;

(b) A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal work week, at the rate for years of service established in clause 38.02 of this Agreement, prorated and calculated as follows:

- (i) when the entitlement is ten (10) hours a month, zero decimal two five zero (0.250) multiplied by the number of hours in the employee's work week per month;
- (ii) when the entitlement is thirteen decimal three three (13.33) hours a month, zero decimal three three three (0.333) multiplied by the number of hours in the employee's work week per month;
- (iii) when the entitlement is fourteen decimal six seven (14.67) hours a month, zero decimal three six seven (0.367) multiplied by the number of hours in the employee's work week per month;
- (iv) when the entitlement is fifteen decimal three three (15.33) hours a month, zero decimal three eight three (0.383) multiplied by the number of hours in the employee's work week per month;
- (v) when the entitlement is sixteen decimal six seven (16.67) hours a month, zero decimal four one seven (0.417) multiplied by the number of hours in the employee's work week per month;
- (vi) when the entitlement is eighteen (18) hours a month, zero decimal four five zero (0.450) multiplied by the number of hours in the employee's work week per month;
- (vii) when the entitlement is twenty (20) hours a month, zero decimal five zero zero (0.500) multiplied by the number of hours in the employee's work week per month;

#### **61.11 Sick Leave**

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

#### **61.12 Vacation and Sick Leave Administration**

- (a) For the purposes of administration of clauses 61.10 and 61.11, where an employee does not work the same number of hours each week, the normal work week 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.

#### **61.13 Bereavement Leave**

Notwithstanding clause 61.02, there shall be no pro-rating of a "day" in Article 50 (Bereavement Leave With Pay).

## **61.14 Severance Pay**

Notwithstanding the provisions of Article 62 (Severance Pay) of this Agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

### **ARTICLE 62 - SEVERANCE PAY**

Effective on November 8, 2014, paragraphs 62.01(b) and (d) are deleted from this Collective Agreement.

**62.01** Under the following circumstances and subject to clause 62.02, 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, for the first complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more but less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty or more years of continuous employment, plus 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 365, less any period in respect of which the employee was granted severance pay under paragraph (a)(i).

**(b) Resignation**

On resignation, subject to sub-clause 62.01(d) and with ten (10) or more years of continuous employment, one-half (0.5) 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 complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365) to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

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

(i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to the provisions of paragraph 12(2)(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.

(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(2)(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.

**62.02** 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 62.01 and 62.04 be pyramided.

For greater certainty, payments made pursuant to 62.04 to 62.07 or similar provisions in other collective agreements shall be considered as a termination benefit for the

administration of this clause.

### **62.03 Appointment to another employer organization**

An employee who resigns to accept an appointment with an organization listed in Schedule I, IV or V of the *Financial Administration Act* shall be paid all severance payments resulting from the application of 62.01(b) prior to November 8, 2014 or 62.04 to 62.07 after November 8, 2014.

### **62.04 Severance Termination**

- (a) Subject to 62.02 above, indeterminate employees on November 8, 2014 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 62.02 above, term employees on November 8, 2014 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**

#### **62.05 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 November 8, 2014, or
- (b) as a single payment at the time of the employee's termination of employment from the Canadian Food Inspection Agency, based on the rate of pay of the employee's substantive position at the date of termination of employment from the Canadian Food Inspection Agency, or
- (c) as a combination of (a) and (b), pursuant to 62.06(c).

#### **62.06 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 62.05(c) must specify the number of complete weeks to be paid out pursuant to 62.05(a) and the remainder to be paid out pursuant to 62.05(b).

- (d) An employee who does not make a selection under 62.06(b) will be deemed to have chosen option 62.05(b).

**62.07 Appointment from a Different Bargaining Unit**

This clause applies in a situation where an employee is appointed into a position in the PSAC bargaining unit from a position outside the PSAC bargaining unit where, at the date of appointment, provisions similar to those in 62.01(b) and (d) are still in force, unless the appointment is only on an acting basis.

- (a) Subject to 62.02 above, on the date an indeterminate employee becomes subject to this Agreement after November 8, 2014, he or she 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, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.
- (b) Subject to 62.02 above, on the date a term employee becomes subject to this Agreement after November 8, 2014, he or she 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, 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 62.05, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

**\*\* ARTICLE 63 - PAY ADMINISTRATION**

**63.01** Except as provided in this Article, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

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

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

or

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

**63.03** (a) The rates of pay set forth in Appendix "A" shall become effective on the dates specified.

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

- (i) "retroactive period" for the purpose of paragraphs (ii) to (v) below means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day this Agreement is signed or when an arbitral award is rendered therefore;
- (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the group identified in Article 8 of this Agreement during the retroactive period;
- (iii) rates of pay shall be paid in an amount equal to what would have been paid had this Agreement been signed or an arbitral award rendered therefore on the effective date of the revision in rates of pay;
- (iv) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with paragraph 63.03(b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;
- (v) no payment or no notification shall be made pursuant to sub-clause 63.03(b) for one dollar or less.

**63.04** Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

**63.05** This Article is subject to the Memorandum of Understanding signed by the Treasury Board and the Union dated February 9, 1982 in respect of red-circled employees.

**63.06** If, during the term of this Agreement, a new classification standard for a group is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

**63.07 Sub-clause 63.07(a) does not apply to employees covered by sub-clause 63.07(b).**

- (a) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least two (2) consecutive working days or shifts, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.

**Sub-clause 63.07(b) applies only to employees at the EG-02 and EG-03 levels performing inspection duties and for GL and GS employees.**

- (b) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least one (1) day or one (1) shift, employees in the classification groups GL, GS and employees in the EG-02 and EG-03 levels who perform inspection duties in their substantive position shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.
- (c) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

**\*\* ARTICLE 64 - NATIONAL JOINT COUNCIL AGREEMENTS**

\*\*

**64.01** 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 as amended from time to time will form part of this Collective Agreement, subject to the *Federal Public Sector Labour Relations Act* (FPSLRA) 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 of the FPSLRA.

\*\*

**64.02** The NJC items which may be included in a collective agreement are those items which parties to the NJC Agreements have designated as such or upon which the Chairman of the Federal Public Sector Labour Relations and Employment Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978 as amended from time to time.

- (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 Collective Agreement:
  - Bilingualism Bonus Directive
  - Commuting Assistance Directive
  - First Aid to the General Public - Allowance for Employees
  - Foreign Service Directives
  - Isolated Posts and Government Housing Directive
  - NJC Relocation Directive
  - Occupational Health and Safety Directive
  - Public Service Health Care Plan Directive
  - Travel Directive
  - Uniforms Directive
- (b) During the term of this collective agreement, other directives may be added to the above noted list.
- (c) Grievances in regard to the above directives shall be filed in accordance with clause 17.23 of this collective agreement.



## **ARTICLE 65 - AGREEMENT RE-OPENER**

**65.01** This collective agreement may be amended by mutual consent.

## **\*\* ARTICLE 66 - DURATION**

**\*\***

**66.01** The duration of this Collective Agreement shall be from the date it is signed to December 31, 2018.

**66.02** Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date it is signed.

Signed at Ottawa, this 16th day of the month of July 2018.

**The Canadian Food Inspection Agency**

France Pégeot for Paul Glover  
Darlène de Gravina  
Sharon Christie  
Paryse Cormier  
Marco Dupuis  
Dena Kingstone  
Nicolas Lussier  
Stephen Norman  
Judy Strazds  
Rubina Bhangoo  
Christine Gallinger  
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**The Public Service Alliance of Canada**

Chris Aylward  
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Marlene O'Neil  
Randy Olynyk  
Jacques Rousseau  
Karen Zolter  
Pierre-Samuel Proulx  
Hassan Hussein

## APPENDIX "A"

### RATES OF PAY

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**APPENDIX "A"**

**AS - ADMINISTRATIVE SERVICES GROUP**  
(BUD 99518)

**ANNUAL RATES OF PAY**  
(in dollars)

- A - Effective January 1, 2015
- B - Effective January 1, 2016
- X - Effective January 1, 2017
- C - Effective January 1, 2017
- D - Effective January 1, 2018

**AS-01**

From:	\$	50017	51919	53890	55939
To:	A	50642	52568	54564	56638
	B	51275	53225	55246	57346
	X	51531	53491	55522	57633
	C	52175	54160	56216	58353
	D	52827	54837	56919	59082

**AS-02**

From:	\$	55733	57850	60050
To:	A	56430	58573	60801
	B	57135	59305	61561
	X	57421	59602	61869
	C	58139	60347	62642
	D	58866	61101	63425

**AS-03**

From:	\$	59735	62007	64364
To:	A	60482	62782	65169
	B	61238	63567	65984
	X	61544	63885	66314
	C	62313	64684	67143
	D	63092	65493	67982

**AS-04**

From:	\$	65255	67732	70512
To:	A	66071	68579	71393
	B	66897	69436	72285
	X	67231	69783	72646
	C	68071	70655	73554

D 68922 71538 74473

**AS-05**

From: \$ 77904 80864 84224  
To: A 78878 81875 85277  
B 79864 82898 86343  
X 80263 83312 86775  
C 81266 84353 87860  
D 82282 85407 88958

**AS-06**

From: \$ 86773 90072 93612  
To: A 87858 91198 94782  
B 88956 92338 95967  
X 89401 92800 96447  
C 90519 93960 97653  
D 91650 95135 98874

**AS-07**

From: \$ 91339 94813 98415 101370 104440  
To: A 92481 95998 99645 102637 105746  
B 93637 97198 100891 103920 107068  
X 94105 97684 101395 104440 107603  
C 95281 98905 102662 105746 108948  
D 96472 100141 103945 107068 110310

**AS-08**

From: \$ 94313 to 111012  
To: A 95492 to 112400  
B 96686 to 113805  
X 97169 to 114374  
C 98384 to 115804  
D 99614 to 117252

**APPENDIX "A"**

**CR - CLERICAL AND REGULATORY GROUP**  
(BUD 99541)

**ANNUAL RATES OF PAY**  
(in dollars)

- A - Effective January 1, 2015
- B - Effective January 1, 2016
- X - Effective January 1, 2017
- C - Effective January 1, 2017
- D - Effective January 1, 2018

**CR-01**

From:	\$	33395	34089	34797	35499	36189	36896
To:	A	33812	34515	35232	35943	36641	37357
	B	34235	34946	35672	36392	37099	37824
	X	34406	35121	35850	36574	37284	38013
	C	34836	35560	36298	37031	37750	38488
	D	35271	36005	36752	37494	38222	38969

**CR-02**

From:	\$	36247	37082	37905	38733
To:	A	36700	37546	38379	39217
	B	37159	38015	38859	39707
	X	37345	38205	39053	39906
	C	37812	38683	39541	40405
	D	38285	39167	40035	40910

**CR-03**

From:	\$	41114	42189	43266	44348
To:	A	41628	42716	43807	44902
	B	42148	43250	44355	45463
	X	42359	43466	44577	45690
	C	42888	44009	45134	46261
	D	43424	44559	45698	46839

**CR-04**

From:	\$	45552	46758	47967	49163
To:	A	46121	47342	48567	49778
	B	46698	47934	49174	50400
	X	46931	48174	49420	50652

C	47518	48776	50038	51285
D	48112	49386	50663	51926

**CR-05**

From:	\$	49783	51150	52529	53895
To:	A	50405	51789	53186	54569
	B	51035	52436	53851	55251
	X	51290	52698	54120	55527
	C	51931	53357	54797	56221
	D	52580	54024	55482	56924

**CR-06**

From:	\$	56664	58152	59631	61122
To:	A	57372	58879	60376	61886
	B	58089	59615	61131	62660
	X	58379	59913	61437	62973
	C	59109	60662	62205	63760
	D	59848	61420	62983	64557

**CR-07**

From:	\$	62852	64592	66336	68089
To:	A	63638	65399	67165	68940
	B	64433	66216	68005	69802
	X	64755	66547	68345	70151
	C	65564	67379	69199	71028
	D	66384	68221	70064	71916

**APPENDIX "A"**

**EG - ENGINEERING AND SCIENTIFIC SUPPORT GROUP**  
(BUD 99530)

**ANNUAL RATES OF PAY**  
(in dollars)

- A - Effective January 1, 2015
- B - Effective January 1, 2016
- X - Effective January 1, 2017
- C - Effective January 1, 2017
- D - Effective January 1, 2018

**EG - Technological Institute Recruitment Level**

From:	\$	26615	to	41758
To:	A	26948	to	42280
	B	27285	to	42809
	X	27421	to	43023
	C	27764	to	43561
	D	28111	to	44106

**EG-01**

From:	\$	42288	43979	45740	47567	49471	51451	53509
To:	A	42817	44529	46312	48162	50089	52094	54178
	B	43352	45086	46891	48764	50715	52745	54855
	X	43569	45311	47125	49008	50969	53009	55129
	C	44114	45877	47714	49621	51606	53672	55818
	D	44665	46450	48310	50241	52251	54343	56516

**EG-02**

From:	\$	46518	48378	50314	52326	54416	56595	58859
To:	A	47099	48983	50943	52980	55096	57302	59595
	B	47688	49595	51580	53642	55785	58018	60340
	X	47926	49843	51838	53910	56064	58308	60642
	C	48525	50466	52486	54584	56765	59037	61400
	D	49132	51097	53142	55266	57475	59775	62168

**EG-03**

From:	\$	51169	53215	55345	57554	59860	62252	64742
To:	A	51809	53880	56037	58273	60608	63030	65551
	B	52457	54554	56737	59001	61366	63818	66370
	X	52719	54827	57021	59296	61673	64137	66702
	C	53378	55512	57734	60037	62444	64939	67536



D	54045	56206	58456	60787	63225	65751	68380
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**EG-04**

From:	\$	56285	58536	60881	63313	65846	68481	71218
To:	A	56989	59268	61642	64104	66669	69337	72108
	B	57701	60009	62413	64905	67502	70204	73009
	X	57990	60309	62725	65230	67840	70555	73374
	C	58715	61063	63509	66045	68688	71437	74291
	D	59449	61826	64303	66871	69547	72330	75220

**EG-05**

From:	\$	61914	64390	66964	69643	72431	75326	78340
To:	A	62688	65195	67801	70514	73336	76268	79319
	B	63472	66010	68649	71395	74253	77221	80310
	X	63789	66340	68992	71752	74624	77607	80712
	C	64586	67169	69854	72649	75557	78577	81721
	D	65393	68009	70727	73557	76501	79559	82743

**EG-06**

From:	\$	68104	70831	73659	76610	79671	82855	86171
To:	A	68955	71716	74580	77568	80667	83891	87248
	B	69817	72612	75512	78538	81675	84940	88339
	X	70166	72975	75890	78931	82083	85365	88781
	C	71043	73887	76839	79918	83109	86432	89891
	D	71931	74811	77799	80917	84148	87512	91015

**EG-07**

From:	\$	74916	77911	81030	84270	87641	91146	94794
To:	A	75852	78885	82043	85323	88737	92285	95979
	B	76800	79871	83069	86390	89846	93439	97179
	X	77184	80270	83484	86822	90295	93906	97665
	C	78149	81273	84528	87907	91424	95080	98886
	D	79126	82289	85585	89006	92567	96269	100122

**EG-08**

From:	\$	82408	85707	89130	92696	96405	100263	104273
To:	A	83438	86778	90244	93855	97610	101516	105576
	B	84481	87863	91372	95028	98830	102785	106896
	X	84903	88302	91829	95503	99324	103299	107430
	C	85964	89406	92977	96697	100566	104590	108773
	D	87039	90524	94139	97906	101823	105897	110133

**APPENDIX "A"**

**FI - FINANCIAL ADMINISTRATION GROUP**  
(BUD 99520)

**ANNUAL RATES OF PAY**  
(in dollars)

- X - Effective January 1, 2015
- Y - Effective January 1, 2015
- A - Effective January 1, 2015
- B - Effective January 1, 2016
- Z - Effective January 1, 2017
- C - Effective January 1, 2017
- D - Effective January 1, 2018

**FI-01**

From:	\$	51085	53447	55808	58173	60531	62895	65262	67621	71661
To:	Y	51085	55200	59315	63430	67545	71661	72378		
	A	51724	55890	60056	64223	68389	72557	73283		
	B	52371	56589	60807	65026	69244	73464	74199		
	Z	52895	57155	61415	65676	69936	74199	74941		
	C	53556	57869	62183	66497	70810	75126	75878		
	D	54225	58592	62960	67328	71695	76065	76826		

**FI-02**

From:	\$	62183	65067	67949	70837	73727	76611	79493	84352
To:	Y	62183	66617	71051	75485	79919	84352	85196	
	A	62960	67450	71939	76429	80918	85406	86261	
	B	63747	68293	72838	77384	81929	86474	87339	
	Z	64384	68976	73566	78158	82748	87339	88212	
	C	65189	69838	74486	79135	83782	88431	89315	
	D	66004	70711	75417	80124	84829	89536	90431	

**FI-03**

From:	\$	78682	81994	85310	88622	91936	95618	101283
To:	X	78682	81994	85310	88622	91936	95618	102296
	Y	78682	83405	88128	92851	97574	102296	103319
	A	79666	84448	89230	94012	98794	103575	104610
	B	80662	85504	90345	95187	100029	104870	105918
	Z	81469	86359	91248	96139	101029	105919	106977
	C	82487	87438	92389	97341	102292	107243	108314
	D	83518	88531	93544	98558	103571	108584	109668

**FI-04**

From:	\$	87876	91601	95333	99066	102798	106940	113305
To:	X	87876	91601	95333	99066	102798	106940	115571
	Y	87876	93415	98954	104493	110032	115571	116727
	A	88974	94583	100191	105799	111407	117016	118186
	B	90086	95765	101443	107121	112800	118479	119663
	Z	90987	96723	102457	108192	113928	119664	120860
	C	92124	97932	103738	109544	115352	121160	122371
	D	93276	99156	105035	110913	116794	122675	123901

**APPENDIX "A"**

**GL - GENERAL LABOUR AND TRADES**

**HOURLY RATES OF PAY**  
(in dollars)

- A - Effective January 1, 2015
- B - Effective January 1, 2016
- X - Effective January 1, 2017
- C - Effective January 1, 2017
- D - Effective January 1, 2018

**SUB-GROUP: ELECTRICAL INSTALLING AND MAINTAINING (EIM)**

(Non-supervisory - BUD 99553 and Supervisory - BUD 99574)

**LEVEL 01**

From:	\$	20.04	20.92	21.80
To:	A	20.29	21.18	22.07
	B	20.54	21.44	22.35
	X	20.64	21.55	22.46
	C	20.90	21.82	22.74
	D	21.16	22.09	23.02

**LEVEL 02**

From:	\$	20.76	21.65	22.56
To:	A	21.02	21.92	22.84
	B	21.28	22.19	23.13
	X	21.39	22.30	23.25
	C	21.66	22.58	23.54
	D	21.93	22.86	23.83

**LEVEL 03**

From:	\$	21.46	22.38	23.33
To:	A	21.73	22.66	23.62
	B	22.00	22.94	23.92
	X	22.11	23.05	24.04
	C	22.39	23.34	24.34
	D	22.67	23.63	24.64

**LEVEL 04**

From:	\$	22.22	23.19	24.14
To:	A	22.50	23.48	24.44
	B	22.78	23.77	24.75

X	22.89	23.89	24.87
C	23.18	24.19	25.18
D	23.47	24.49	25.49

**LEVEL 05**

From:	\$	22.94	23.95	24.93
To:	A	23.23	24.25	25.24
	B	23.52	24.55	25.56
	X	23.64	24.67	25.69
	C	23.94	24.98	26.01
	D	24.24	25.29	26.34

**LEVEL 06**

From:	\$	23.83	24.86	25.90
To:	A	24.13	25.17	26.22
	B	24.43	25.48	26.55
	X	24.55	25.61	26.68
	C	24.86	25.93	27.01
	D	25.17	26.25	27.35

**LEVEL 07**

From:	\$	24.64	25.70	26.78
To:	A	24.95	26.02	27.11
	B	25.26	26.35	27.45
	X	25.39	26.48	27.59
	C	25.71	26.81	27.93
	D	26.03	27.15	28.28

**LEVEL 08**

From:	\$	25.64	26.76	27.88
To:	A	25.96	27.09	28.23
	B	26.28	27.43	28.58
	X	26.41	27.57	28.72
	C	26.74	27.91	29.08
	D	27.07	28.26	29.44

**LEVEL 09**

From:	\$	26.66	27.82	28.99
To:	A	26.99	28.17	29.35
	B	27.33	28.52	29.72
	X	27.47	28.66	29.87
	C	27.81	29.02	30.24
	D	28.16	29.38	30.62

**LEVEL 10**

From:	\$	28.41	29.65	30.89
To:	A	28.77	30.02	31.28
	B	29.13	30.40	31.67
	X	29.28	30.55	31.83
	C	29.65	30.93	32.23
	D	30.02	31.32	32.63

**LEVEL 11**

From:	\$	29.44	30.70	31.99
To:	A	29.81	31.08	32.39
	B	30.18	31.47	32.79
	X	30.33	31.63	32.95
	C	30.71	32.03	33.36
	D	31.09	32.43	33.78

**LEVEL 12**

From:	\$	30.51	31.83	33.16
To:	A	30.89	32.23	33.57
	B	31.28	32.63	33.99
	X	31.44	32.79	34.16
	C	31.83	33.20	34.59
	D	32.23	33.62	35.02

**LEVEL 13**

From:	\$	31.55	32.94	34.29
To:	A	31.94	33.35	34.72
	B	32.34	33.77	35.15
	X	32.50	33.94	35.33
	C	32.91	34.36	35.77
	D	33.32	34.79	36.22

**LEVEL 14**

From:	\$	32.59	34.00	35.42
To:	A	33.00	34.43	35.86
	B	33.41	34.86	36.31
	X	33.58	35.03	36.49
	C	34.00	35.47	36.95
	D	34.43	35.91	37.41

**APPENDIX "A"**

**GL - GENERAL LABOUR AND TRADES**

**HOURLY RATES OF PAY**  
(in dollars)

- A - Effective January 1, 2015
- B - Effective January 1, 2016
- X - Effective January 1, 2017
- C - Effective January 1, 2017
- D - Effective January 1, 2018

**SUB-GROUP: ELEMENTAL (ELE)**

(Non-supervisory - BUD 99546 and Supervisory - BUD 99567)

**LEVEL 01**

From:	\$	18.20	19.00	19.79
To:	A	18.43	19.24	20.04
	B	18.66	19.48	20.29
	X	18.75	19.58	20.39
	C	18.98	19.82	20.64
	D	19.22	20.07	20.90

**LEVEL 02**

From:	\$	18.87	19.71	20.52
To:	A	19.11	19.96	20.78
	B	19.35	20.21	21.04
	X	19.45	20.31	21.15
	C	19.69	20.56	21.41
	D	19.94	20.82	21.68

**LEVEL 03**

From:	\$	19.52	20.40	21.24
To:	A	19.76	20.66	21.51
	B	20.01	20.92	21.78
	X	20.11	21.02	21.89
	C	20.36	21.28	22.16
	D	20.61	21.55	22.44

**LEVEL 04**

From:	\$	20.11	20.98	21.87
To:	A	20.36	21.24	22.14
	B	20.61	21.51	22.42

X	20.71	21.62	22.53
C	20.97	21.89	22.81
D	21.23	22.16	23.10

**LEVEL 05**

From:	\$	20.86	21.77	22.67
To:	A	21.12	22.04	22.95
	B	21.38	22.32	23.24
	X	21.49	22.43	23.36
	C	21.76	22.71	23.65
	D	22.03	22.99	23.95

**LEVEL 06**

From:	\$	21.57	22.52	23.45
To:	A	21.84	22.80	23.74
	B	22.11	23.09	24.04
	X	22.22	23.21	24.16
	C	22.50	23.50	24.46
	D	22.78	23.79	24.77

**LEVEL 07**

From:	\$	22.27	23.25	24.19
To:	A	22.55	23.54	24.49
	B	22.83	23.83	24.80
	X	22.94	23.95	24.92
	C	23.23	24.25	25.23
	D	23.52	24.55	25.55

**LEVEL 08**

From:	\$	23.18	24.17	25.18
To:	A	23.47	24.47	25.49
	B	23.76	24.78	25.81
	X	23.88	24.90	25.94
	C	24.18	25.21	26.26
	D	24.48	25.53	26.59

**LEVEL 09**

From:	\$	24.00	25.04	26.08
To:	A	24.30	25.35	26.41
	B	24.60	25.67	26.74
	X	24.72	25.80	26.87
	C	25.03	26.12	27.21
	D	25.34	26.45	27.55



**LEVEL 10**

From:	\$	24.94	26.04	27.11
To:	A	25.25	26.37	27.45
	B	25.57	26.70	27.79
	X	25.70	26.83	27.93
	C	26.02	27.17	28.28
	D	26.35	27.51	28.63

**LEVEL 11**

From:	\$	25.89	27.00	28.13
To:	A	26.21	27.34	28.48
	B	26.54	27.68	28.84
	X	26.67	27.82	28.98
	C	27.00	28.17	29.34
	D	27.34	28.52	29.71

**LEVEL 12**

From:	\$	26.76	27.92	29.08
To:	A	27.09	28.27	29.44
	B	27.43	28.62	29.81
	X	27.57	28.76	29.96
	C	27.91	29.12	30.33
	D	28.26	29.48	30.71

**LEVEL 13**

From:	\$	27.66	28.88	30.08
To:	A	28.01	29.24	30.46
	B	28.36	29.61	30.84
	X	28.50	29.76	30.99
	C	28.86	30.13	31.38
	D	29.22	30.51	31.77

**LEVEL 14**

From:	\$	28.52	29.77	31.03
To:	A	28.88	30.14	31.42
	B	29.24	30.52	31.81
	X	29.39	30.67	31.97
	C	29.76	31.05	32.37
	D	30.13	31.44	32.77

**APPENDIX "A"**

**GL - GENERAL LABOUR AND TRADES**

**HOURLY RATES OF PAY**  
(in dollars)

- A - Effective January 1, 2015
- B - Effective January 1, 2016
- X - Effective January 1, 2017
- C - Effective January 1, 2017
- D - Effective January 1, 2018

**SUB-GROUP: INSTRUMENT MAINTAINING (INM)**

(Non-supervisory - BUD 99550 and Supervisory - BUD 99571)

**LEVEL 01**

From:	\$	18.92	19.76	20.57
To:	A	19.16	20.01	20.83
	B	19.40	20.26	21.09
	X	19.50	20.36	21.20
	C	19.74	20.61	21.47
	D	19.99	20.87	21.74

**LEVEL 02**

From:	\$	19.59	20.45	21.30
To:	A	19.83	20.71	21.57
	B	20.08	20.97	21.84
	X	20.18	21.07	21.95
	C	20.43	21.33	22.22
	D	20.69	21.60	22.50

**LEVEL 03**

From:	\$	20.28	21.18	22.05
To:	A	20.53	21.44	22.33
	B	20.79	21.71	22.61
	X	20.89	21.82	22.72
	C	21.15	22.09	23.00
	D	21.41	22.37	23.29

**LEVEL 04**

From:	\$	20.91	21.83	22.74
To:	A	21.17	22.10	23.02
	B	21.43	22.38	23.31

X	21.54	22.49	23.43
C	21.81	22.77	23.72
D	22.08	23.05	24.02

**LEVEL 05**

From:	\$	21.68	22.63	23.57
To:	A	21.95	22.91	23.86
	B	22.22	23.20	24.16
	X	22.33	23.32	24.28
	C	22.61	23.61	24.58
	D	22.89	23.91	24.89

**LEVEL 06**

From:	\$	22.46	23.43	24.41
To:	A	22.74	23.72	24.72
	B	23.02	24.02	25.03
	X	23.14	24.14	25.16
	C	23.43	24.44	25.47
	D	23.72	24.75	25.79

**LEVEL 07**

From:	\$	23.15	24.16	25.17
To:	A	23.44	24.46	25.48
	B	23.73	24.77	25.80
	X	23.85	24.89	25.93
	C	24.15	25.20	26.25
	D	24.45	25.52	26.58

**LEVEL 08**

From:	\$	24.09	25.13	26.19
To:	A	24.39	25.44	26.52
	B	24.69	25.76	26.85
	X	24.81	25.89	26.98
	C	25.12	26.21	27.32
	D	25.43	26.54	27.66

**LEVEL 09**

From:	\$	25.04	26.13	27.21
To:	A	25.35	26.46	27.55
	B	25.67	26.79	27.89
	X	25.80	26.92	28.03
	C	26.12	27.26	28.38
	D	26.45	27.60	28.73

**LEVEL 10**

From:	\$	25.97	27.09	28.23
To:	A	26.29	27.43	28.58
	B	26.62	27.77	28.94
	X	26.75	27.91	29.08
	C	27.08	28.26	29.44
	D	27.42	28.61	29.81

**LEVEL 11**

From:	\$	26.93	28.10	29.26
To:	A	27.27	28.45	29.63
	B	27.61	28.81	30.00
	X	27.75	28.95	30.15
	C	28.10	29.31	30.53
	D	28.45	29.68	30.91

**LEVEL 12**

From:	\$	27.90	29.11	30.33
To:	A	28.25	29.47	30.71
	B	28.60	29.84	31.09
	X	28.74	29.99	31.25
	C	29.10	30.36	31.64
	D	29.46	30.74	32.04

**LEVEL 13**

From:	\$	28.80	30.07	31.30
To:	A	29.16	30.45	31.69
	B	29.52	30.83	32.09
	X	29.67	30.98	32.25
	C	30.04	31.37	32.65
	D	30.42	31.76	33.06

**LEVEL 14**

From:	\$	29.76	31.07	32.35
To:	A	30.13	31.46	32.75
	B	30.51	31.85	33.16
	X	30.66	32.01	33.33
	C	31.04	32.41	33.75
	D	31.43	32.82	34.17

## APPENDIX "A"

### GL - GENERAL LABOUR AND TRADES

#### HOURLY RATES OF PAY (in dollars)

- A - Effective January 1, 2015
- B - Effective January 1, 2016
- X - Effective January 1, 2017
- C - Effective January 1, 2017
- D - Effective January 1, 2018

#### **SUB-GROUP: MACHINERY MAINTAINING (MAM)**

(Non-supervisory - BUD 99551 and Supervisory - BUD 99572)

##### **LEVEL 01**

From:	\$	19.55	20.43	21.27
To:	A	19.79	20.69	21.54
	B	20.04	20.95	21.81
	X	20.14	21.05	21.92
	C	20.39	21.31	22.19
	D	20.64	21.58	22.47

##### **LEVEL 02**

From:	\$	20.29	21.19	22.06
To:	A	20.54	21.45	22.34
	B	20.80	21.72	22.62
	X	20.90	21.83	22.73
	C	21.16	22.10	23.01
	D	21.42	22.38	23.30

##### **LEVEL 03**

From:	\$	20.97	21.89	22.81
To:	A	21.23	22.16	23.10
	B	21.50	22.44	23.39
	X	21.61	22.55	23.51
	C	21.88	22.83	23.80
	D	22.15	23.12	24.10

##### **LEVEL 04**

From:	\$	21.70	22.65	23.59
To:	A	21.97	22.93	23.88
	B	22.24	23.22	24.18

X	22.35	23.34	24.30
C	22.63	23.63	24.60
D	22.91	23.93	24.91

**LEVEL 05**

From:	\$	22.44	23.42	24.40
To:	A	22.72	23.71	24.71
	B	23.00	24.01	25.02
	X	23.12	24.13	25.15
	C	23.41	24.43	25.46
	D	23.70	24.74	25.78

**LEVEL 06**

From:	\$	23.27	24.27	25.28
To:	A	23.56	24.57	25.60
	B	23.85	24.88	25.92
	X	23.97	25.00	26.05
	C	24.27	25.31	26.38
	D	24.57	25.63	26.71

**LEVEL 07**

From:	\$	24.03	25.07	26.11
To:	A	24.33	25.38	26.44
	B	24.63	25.70	26.77
	X	24.75	25.83	26.90
	C	25.06	26.15	27.24
	D	25.37	26.48	27.58

**LEVEL 08**

From:	\$	25.02	26.10	27.18
To:	A	25.33	26.43	27.52
	B	25.65	26.76	27.86
	X	25.78	26.89	28.00
	C	26.10	27.23	28.35
	D	26.43	27.57	28.70

**LEVEL 09**

From:	\$	26.03	27.16	28.29
To:	A	26.36	27.50	28.64
	B	26.69	27.84	29.00
	X	26.82	27.98	29.15
	C	27.16	28.33	29.51
	D	27.50	28.68	29.88

**LEVEL 10**

From:	\$	27.03	28.22	29.40
To:	A	27.37	28.57	29.77
	B	27.71	28.93	30.14
	X	27.85	29.07	30.29
	C	28.20	29.43	30.67
	D	28.55	29.80	31.05

**LEVEL 11**

From:	\$	28.03	29.23	30.46
To:	A	28.38	29.60	30.84
	B	28.73	29.97	31.23
	X	28.87	30.12	31.39
	C	29.23	30.50	31.78
	D	29.60	30.88	32.18

**LEVEL 12**

From:	\$	29.00	30.25	31.52
To:	A	29.36	30.63	31.91
	B	29.73	31.01	32.31
	X	29.88	31.17	32.47
	C	30.25	31.56	32.88
	D	30.63	31.95	33.29

**LEVEL 13**

From:	\$	30.00	31.30	32.61
To:	A	30.38	31.69	33.02
	B	30.76	32.09	33.43
	X	30.91	32.25	33.60
	C	31.30	32.65	34.02
	D	31.69	33.06	34.45

**LEVEL 14**

From:	\$	30.97	32.32	33.67
To:	A	31.36	32.72	34.09
	B	31.75	33.13	34.52
	X	31.91	33.30	34.69
	C	32.31	33.72	35.12
	D	32.71	34.14	35.56

**APPENDIX "A"**

**GL - GENERAL LABOUR AND TRADES**

**HOURLY RATES OF PAY**  
(in dollars)

- A - Effective January 1, 2015
- B - Effective January 1, 2016
- X - Effective January 1, 2017
- C - Effective January 1, 2017
- D - Effective January 1, 2018

**SUB-GROUP: MANIPULATING (MAN)**

(Non-supervisory - BUD 99547 and Supervisory - BUD 99568)

**LEVEL 01**

From:	\$	19.88	20.74	21.60
To:	A	20.13	21.00	21.87
	B	20.38	21.26	22.14
	X	20.48	21.37	22.25
	C	20.74	21.64	22.53
	D	21.00	21.91	22.81

**LEVEL 02**

From:	\$	20.54	21.45	22.33
To:	A	20.80	21.72	22.61
	B	21.06	21.99	22.89
	X	21.17	22.10	23.00
	C	21.43	22.38	23.29
	D	21.70	22.66	23.58

**LEVEL 03**

From:	\$	21.25	22.17	23.08
To:	A	21.52	22.45	23.37
	B	21.79	22.73	23.66
	X	21.90	22.84	23.78
	C	22.17	23.13	24.08
	D	22.45	23.42	24.38

**LEVEL 04**

From:	\$	22.00	22.95	23.92
To:	A	22.28	23.24	24.22
	B	22.56	23.53	24.52



X	22.67	23.65	24.64
C	22.95	23.95	24.95
D	23.24	24.25	25.26

**LEVEL 05**

From:	\$	22.75	23.73	24.72
To:	A	23.03	24.03	25.03
	B	23.32	24.33	25.34
	X	23.44	24.45	25.47
	C	23.73	24.76	25.79
	D	24.03	25.07	26.11

**LEVEL 06**

From:	\$	23.52	24.54	25.55
To:	A	23.81	24.85	25.87
	B	24.11	25.16	26.19
	X	24.23	25.29	26.32
	C	24.53	25.61	26.65
	D	24.84	25.93	26.98

**LEVEL 07**

From:	\$	24.31	25.38	26.43
To:	A	24.61	25.70	26.76
	B	24.92	26.02	27.09
	X	25.04	26.15	27.23
	C	25.35	26.48	27.57
	D	25.67	26.81	27.91

**LEVEL 08**

From:	\$	25.40	26.49	27.60
To:	A	25.72	26.82	27.95
	B	26.04	27.16	28.30
	X	26.17	27.30	28.44
	C	26.50	27.64	28.80
	D	26.83	27.99	29.16

**LEVEL 09**

From:	\$	26.38	27.52	28.68
To:	A	26.71	27.86	29.04
	B	27.04	28.21	29.40
	X	27.18	28.35	29.55
	C	27.52	28.70	29.92
	D	27.86	29.06	30.29

**LEVEL 10**

From:	\$	27.40	28.58	29.77
To:	A	27.74	28.94	30.14
	B	28.09	29.30	30.52
	X	28.23	29.45	30.67
	C	28.58	29.82	31.05
	D	28.94	30.19	31.44

**LEVEL 11**

From:	\$	28.39	29.63	30.87
To:	A	28.74	30.00	31.26
	B	29.10	30.38	31.65
	X	29.25	30.53	31.81
	C	29.62	30.91	32.21
	D	29.99	31.30	32.61

**LEVEL 12**

From:	\$	29.39	30.64	31.93
To:	A	29.76	31.02	32.33
	B	30.13	31.41	32.73
	X	30.28	31.57	32.89
	C	30.66	31.96	33.30
	D	31.04	32.36	33.72

**LEVEL 13**

From:	\$	30.47	31.79	33.11
To:	A	30.85	32.19	33.52
	B	31.24	32.59	33.94
	X	31.40	32.75	34.11
	C	31.79	33.16	34.54
	D	32.19	33.57	34.97

**LEVEL 14**

From:	\$	31.44	32.80	34.18
To:	A	31.83	33.21	34.61
	B	32.23	33.63	35.04
	X	32.39	33.80	35.22
	C	32.79	34.22	35.66
	D	33.20	34.65	36.11

**APPENDIX "A"**

**GL - GENERAL LABOUR AND TRADES**

**HOURLY RATES OF PAY**  
(in dollars)

- A - Effective January 1, 2015
- B - Effective January 1, 2016
- X - Effective January 1, 2017
- C - Effective January 1, 2017
- D - Effective January 1, 2018

**SUB-GROUP: MACHINE DRIVING-OPERATING (MDO)**

(Non-supervisory - BUD 99548 and Supervisory - BUD 99569)

**LEVEL 01**

From:	\$	18.47	19.27	20.06
To:	A	18.70	19.51	20.31
	B	18.93	19.75	20.56
	X	19.02	19.85	20.66
	C	19.26	20.10	20.92
	D	19.50	20.35	21.18

**LEVEL 02**

From:	\$	19.14	19.96	20.80
To:	A	19.38	20.21	21.06
	B	19.62	20.46	21.32
	X	19.72	20.56	21.43
	C	19.97	20.82	21.70
	D	20.22	21.08	21.97

**LEVEL 03**

From:	\$	19.78	20.63	21.49
To:	A	20.03	20.89	21.76
	B	20.28	21.15	22.03
	X	20.38	21.26	22.14
	C	20.63	21.53	22.42
	D	20.89	21.80	22.70

**LEVEL 04**

From:	\$	20.43	21.31	22.21
To:	A	20.69	21.58	22.49
	B	20.95	21.85	22.77

X	21.05	21.96	22.88
C	21.31	22.23	23.17
D	21.58	22.51	23.46

**LEVEL 05**

From:	\$	21.58	22.53	23.46
To:	A	21.85	22.81	23.75
	B	22.12	23.10	24.05
	X	22.23	23.22	24.17
	C	22.51	23.51	24.47
	D	22.79	23.80	24.78

**LEVEL 06**

From:	\$	22.29	23.28	24.23
To:	A	22.57	23.57	24.53
	B	22.85	23.86	24.84
	X	22.96	23.98	24.96
	C	23.25	24.28	25.27
	D	23.54	24.58	25.59

**LEVEL 07**

From:	\$	23.09	24.10	25.11
To:	A	23.38	24.40	25.42
	B	23.67	24.71	25.74
	X	23.79	24.83	25.87
	C	24.09	25.14	26.19
	D	24.39	25.45	26.52

**LEVEL 08**

From:	\$	24.00	25.04	26.08
To:	A	24.30	25.35	26.41
	B	24.60	25.67	26.74
	X	24.72	25.80	26.87
	C	25.03	26.12	27.21
	D	25.34	26.45	27.55

**LEVEL 09**

From:	\$	24.92	26.01	27.09
To:	A	25.23	26.34	27.43
	B	25.55	26.67	27.77
	X	25.68	26.80	27.91
	C	26.00	27.14	28.26
	D	26.33	27.48	28.61

**LEVEL 10**

From:	\$	25.90	27.01	28.14
To:	A	26.22	27.35	28.49
	B	26.55	27.69	28.85
	X	26.68	27.83	28.99
	C	27.01	28.18	29.35
	D	27.35	28.53	29.72

**LEVEL 11**

From:	\$	26.82	27.98	29.13
To:	A	27.16	28.33	29.49
	B	27.50	28.68	29.86
	X	27.64	28.82	30.01
	C	27.99	29.18	30.39
	D	28.34	29.54	30.77

**LEVEL 12**

From:	\$	27.77	29.00	30.20
To:	A	28.12	29.36	30.58
	B	28.47	29.73	30.96
	X	28.61	29.88	31.11
	C	28.97	30.25	31.50
	D	29.33	30.63	31.89

**LEVEL 13**

From:	\$	28.77	30.01	31.26
To:	A	29.13	30.39	31.65
	B	29.49	30.77	32.05
	X	29.64	30.92	32.21
	C	30.01	31.31	32.61
	D	30.39	31.70	33.02

**LEVEL 14**

From:	\$	29.67	30.96	32.26
To:	A	30.04	31.35	32.66
	B	30.42	31.74	33.07
	X	30.57	31.90	33.24
	C	30.95	32.30	33.66
	D	31.34	32.70	34.08

## APPENDIX "A"

### GL - GENERAL LABOUR AND TRADES

#### HOURLY RATES OF PAY (in dollars)

- A - Effective January 1, 2015
- B - Effective January 1, 2016
- X - Effective January 1, 2017
- C - Effective January 1, 2017
- D - Effective January 1, 2018

#### SUB-GROUP: PIPEFITTING (PIP)

(Non-supervisory - BUD 99554 and Supervisory - BUD 99575)

##### LEVEL 01

From:	\$	20.23	21.11	21.99
To:	A	20.48	21.37	22.26
	B	20.74	21.64	22.54
	X	20.84	21.75	22.65
	C	21.10	22.02	22.93
	D	21.36	22.30	23.22

##### LEVEL 02

From:	\$	20.90	21.82	22.73
To:	A	21.16	22.09	23.01
	B	21.42	22.37	23.30
	X	21.53	22.48	23.42
	C	21.80	22.76	23.71
	D	22.07	23.04	24.01

##### LEVEL 03

From:	\$	21.69	22.64	23.58
To:	A	21.96	22.92	23.87
	B	22.23	23.21	24.17
	X	22.34	23.33	24.29
	C	22.62	23.62	24.59
	D	22.90	23.92	24.90

##### LEVEL 04

From:	\$	22.39	23.37	24.34
To:	A	22.67	23.66	24.64
	B	22.95	23.96	24.95

X	23.06	24.08	25.07
C	23.35	24.38	25.38
D	23.64	24.68	25.70

**LEVEL 05**

From:	\$	23.27	24.27	25.28
To:	A	23.56	24.57	25.60
	B	23.85	24.88	25.92
	X	23.97	25.00	26.05
	C	24.27	25.31	26.38
	D	24.57	25.63	26.71

**LEVEL 06**

From:	\$	24.06	25.11	26.15
To:	A	24.36	25.42	26.48
	B	24.66	25.74	26.81
	X	24.78	25.87	26.94
	C	25.09	26.19	27.28
	D	25.40	26.52	27.62

**LEVEL 07**

From:	\$	24.82	25.91	26.98
To:	A	25.13	26.23	27.32
	B	25.44	26.56	27.66
	X	25.57	26.69	27.80
	C	25.89	27.02	28.15
	D	26.21	27.36	28.50

**LEVEL 08**

From:	\$	25.86	26.98	28.11
To:	A	26.18	27.32	28.46
	B	26.51	27.66	28.82
	X	26.64	27.80	28.96
	C	26.97	28.15	29.32
	D	27.31	28.50	29.69

**LEVEL 09**

From:	\$	27.87	29.07	30.28
To:	A	28.22	29.43	30.66
	B	28.57	29.80	31.04
	X	28.71	29.95	31.20
	C	29.07	30.32	31.59
	D	29.43	30.70	31.98

**LEVEL 10**

From:	\$	28.96	30.21	31.48
To:	A	29.32	30.59	31.87
	B	29.69	30.97	32.27
	X	29.84	31.12	32.43
	C	30.21	31.51	32.84
	D	30.59	31.90	33.25

**LEVEL 11**

From:	\$	30.01	31.32	32.63
To:	A	30.39	31.71	33.04
	B	30.77	32.11	33.45
	X	30.92	32.27	33.62
	C	31.31	32.67	34.04
	D	31.70	33.08	34.47

**LEVEL 12**

From:	\$	31.06	32.41	33.75
To:	A	31.45	32.82	34.17
	B	31.84	33.23	34.60
	X	32.00	33.40	34.77
	C	32.40	33.82	35.20
	D	32.81	34.24	35.64

**LEVEL 13**

From:	\$	32.14	33.55	34.95
To:	A	32.54	33.97	35.39
	B	32.95	34.39	35.83
	X	33.11	34.56	36.01
	C	33.52	34.99	36.46
	D	33.94	35.43	36.92

**LEVEL 14**

From:	\$	33.18	34.63	36.07
To:	A	33.59	35.06	36.52
	B	34.01	35.50	36.98
	X	34.18	35.68	37.16
	C	34.61	36.13	37.62
	D	35.04	36.58	38.09



**\*\* GENERAL LABOUR AND TRADES**

**APPENDIX "A-1"**

**SUPERVISORY DIFFERENTIAL**

**NOTE**

A Supervisory Differential, as established below, shall be paid to employees in the bargaining unit who encumber positions which receive a supervisory rating under the classification standard and who perform supervisory duties.

Supervisory Level	Supervisory Co-ordinates	Supervisory Differential as a Percentage of Basic Rates
1	A1	4
2	B2	6.5
3	B3, C2	11
4	B4, C3, D2	15
5	B5, C4, D3, E2	19
6	B6, C5, D4, E3	22.5
7	B7, C6, D5, E4	26
8	C7, D6, E5	29.5
9	D7, E6	33
10	E7	36.5

The Supervisory Differential is to be used in the following manner:

1. Determine the non-supervisory rate of pay according to level.
2. Determine the Supervisory Differential by multiplying the applicable Supervisory Percentage by the non-supervisory rate of pay.
3. Determine the supervisory rate of pay by adding the non-supervisory rate of pay with the Supervisory Differential.

\*\*

For example, an employee on January 1, 2015, in the MAM sub-group, at the maximum of Level 08 with a Supervisory Co-ordinate B2, the calculations would be as follows: On January 1, 2015, the employee would receive a basic rate of pay of \$27.52 as per Appendix A. The Supervisory Differential of \$1.79 is arrived by multiplying the Supervisory Differential Percentage of 6.5% by the basic rate of pay (non-supervisory). Therefore, in this case, the applicable supervisory rate of pay would be \$29.31.

**APPENDIX "A"**

**GS - GENERAL SERVICES**

**HOURLY RATES OF PAY**  
(in dollars)

- A - Effective January 1, 2015
- B - Effective January 1, 2016
- X - Effective January 1, 2017
- C - Effective January 1, 2017
- D - Effective January 1, 2018

**LEVEL 01**

From:	\$	14.75	15.39	16.02
To:	A	14.93	15.58	16.22
	B	15.12	15.77	16.42
	X	15.20	15.85	16.50
	C	15.39	16.05	16.71
	D	15.58	16.25	16.92

**LEVEL 02**

From:	\$	17.70	18.48	19.25
To:	A	17.92	18.71	19.49
	B	18.14	18.94	19.73
	X	18.23	19.03	19.83
	C	18.46	19.27	20.08
	D	18.69	19.51	20.33

**LEVEL 03**

From:	\$	20.71	21.60	22.51
To:	A	20.97	21.87	22.79
	B	21.23	22.14	23.07
	X	21.34	22.25	23.19
	C	21.61	22.53	23.48
	D	21.88	22.81	23.77

**LEVEL 04**

From:	\$	21.72	22.67	23.61
To:	A	21.99	22.95	23.91
	B	22.26	23.24	24.21
	X	22.37	23.36	24.33
	C	22.65	23.65	24.63
	D	22.93	23.95	24.94

**LEVEL 05**

From:	\$	24.27	25.33	26.37
To:	A	24.57	25.65	26.70
	B	24.88	25.97	27.03
	X	25.00	26.10	27.17
	C	25.31	26.43	27.51
	D	25.63	26.76	27.85

**LEVEL 06**

From:	\$	25.02	26.10	27.18
To:	A	25.33	26.43	27.52
	B	25.65	26.76	27.86
	X	25.78	26.89	28.00
	C	26.10	27.23	28.35
	D	26.43	27.57	28.70

**LEVEL 07**

From:	\$	26.22	27.36	28.49
To:	A	26.55	27.70	28.85
	B	26.88	28.05	29.21
	X	27.01	28.19	29.36
	C	27.35	28.54	29.73
	D	27.69	28.90	30.10

**LEVEL 08**

From:	\$	27.48	28.67	29.86
To:	A	27.82	29.03	30.23
	B	28.17	29.39	30.61
	X	28.31	29.54	30.76
	C	28.66	29.91	31.14
	D	29.02	30.28	31.53

**LEVEL 09**

From:	\$	30.01	31.31	32.62
To:	A	30.39	31.70	33.03
	B	30.77	32.10	33.44
	X	30.92	32.26	33.61
	C	31.31	32.66	34.03
	D	31.70	33.07	34.46

**LEVEL 10**

From:	\$	31.64	33.02	34.39
To:	A	32.04	33.43	34.82

B	32.44	33.85	35.26
X	32.60	34.02	35.44
C	33.01	34.45	35.88
D	33.42	34.88	36.33

**LEVEL 11**

From:	\$	32.91	34.33	35.76
To:	A	33.32	34.76	36.21
	B	33.74	35.19	36.66
	X	33.91	35.37	36.84
	C	34.33	35.81	37.30
	D	34.76	36.26	37.77

**LEVEL 12**

From:	\$	34.26	35.74	37.23
To:	A	34.69	36.19	37.70
	B	35.12	36.64	38.17
	X	35.30	36.82	38.36
	C	35.74	37.28	38.84
	D	36.19	37.75	39.33

**LEVEL 13**

From:	\$	35.62	37.16	38.71
To:	A	36.07	37.62	39.19
	B	36.52	38.09	39.68
	X	36.70	38.28	39.88
	C	37.16	38.76	40.38
	D	37.62	39.24	40.88

**BUD 99561 GS-BUS (non-supervisory)**  
**BUD 99582 GS-BUS (supervisory)**  
**BUD 99565 GS-STC (non-supervisory)**  
**BUD 99586 GS-STC (supervisory)**

**\*\* GENERAL SERVICES**

**APPENDIX "A-2"**

**SUPERVISORY DIFFERENTIAL**

**NOTES**

A Supervisory Differential, as established below, shall be paid to employees in the bargaining unit who encumber positions which receive a supervisory rating under the classification standard and who perform supervisory duties.

Supervisory Level	Supervisory Co-ordinates	Supervisory Differential as a Percentage of Basic Rates
1	A1	4
2	B2	6
3	B3, C2	8.5
4	B4, C3, D2	11.5
5	B5, C4, D3	14.5
6	B6, C5, D4	17.5
7	C6, D5	20.5
8	D6	23.5

The Supervisory Differential is to be used in the following manner:

1. Determine the non-supervisory rate of pay according to level.
2. Determine the Supervisory Differential by multiplying the applicable Supervisory Percentage by the non-supervisory rate of pay.
3. Determine the supervisory rate of pay by adding the non-supervisory rate of pay with the Supervisory Differential.

\*\*

For example, an employee who on January 1, 2015, was at the maximum of Level 05 with a Supervisory Co-ordinate B6, would receive a basic rate of pay of \$26.70 as per Appendix A. The Supervisory Differential of \$4.67 is arrived by multiplying the Supervisory Differential Percentage of 17.5% by the basic rate of pay (non-supervisory). Therefore, in this case, the applicable supervisory rate of pay would be \$31.37.

**APPENDIX "A"**

**GT - GENERAL TECHNICAL GROUP**  
(BUD 99532)

**ANNUAL RATES OF PAY**  
(in dollars)

- A - Effective January 1, 2015
- B - Effective January 1, 2016
- X - Effective January 1, 2017
- C - Effective January 1, 2017
- D - Effective January 1, 2018

**GT - Technological Institute Recruitment Level**

From:	\$	23948	to	38694
To:	A	24247	to	39178
	B	24550	to	39668
	X	24673	to	39866
	C	24981	to	40364
	D	25293	to	40869

**GT-01**

From:	\$	41316	42451	43588	44721	46509
To:	A	41832	42982	44133	45280	47090
	B	42355	43519	44685	45846	47679
	X	42567	43737	44908	46075	47917
	C	43099	44284	45469	46651	48516
	D	43638	44838	46037	47234	49122

**GT-02**

From:	\$	47378	48752	50125	51498	53557
To:	A	47970	49361	50752	52142	54226
	B	48570	49978	51386	52794	54904
	X	48813	50228	51643	53058	55179
	C	49423	50856	52289	53721	55869
	D	50041	51492	52943	54393	56567

**GT-03**

From:	\$	52986	54574	56175	57770	60080
To:	A	53648	55256	56877	58492	60831
	B	54319	55947	57588	59223	61591
	X	54591	56227	57876	59519	61899
	C	55273	56930	58599	60263	62673

D	55964	57642	59331	61016	63456
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**GT-04**

From:	\$	59702	61549	63407	65267	67876
To:	A	60448	62318	64200	66083	68724
	B	61204	63097	65003	66909	69583
	X	61510	63412	65328	67244	69931
	C	62279	64205	66145	68085	70805
	D	63057	65008	66972	68936	71690

**GT-05**

From:	\$	67007	69060	71126	73259	76189
To:	A	67845	69923	72015	74175	77141
	B	68693	70797	72915	75102	78105
	X	69036	71151	73280	75478	78496
	C	69899	72040	74196	76421	79477
	D	70773	72941	75123	77376	80470

**GT-06**

From:	\$	74155	76573	79010	81441	84699
To:	A	75082	77530	79998	82459	85758
	B	76021	78499	80998	83490	86830
	X	76401	78891	81403	83907	87264
	C	77356	79877	82421	84956	88355
	D	78323	80875	83451	86018	89459

**GT-07**

From:	\$	84978	87837	90696	93413	97148
To:	A	86040	88935	91830	94581	98362
	B	87116	90047	92978	95763	99592
	X	87552	90497	93443	96242	100090
	C	88646	91628	94611	97445	101341
	D	89754	92773	95794	98663	102608

**GT-08**

From:	\$	96400	99455	102495	105535	109756
To:	A	97605	100698	103776	106854	111128
	B	98825	101957	105073	108190	112517
	X	99319	102467	105598	108731	113080
	C	100560	103748	106918	110090	114494
	D	101817	105045	108254	111466	115925

**APPENDIX "A"**

**HP - HEATING, POWER AND STATIONARY PLANT OPERATION GROUP  
(BUD 99566)**

**HOURLY RATES OF PAY  
(in dollars)**

- A - Effective January 1, 2015
- B - Effective January 1, 2016
- X - Effective January 1, 2017
- C - Effective January 1, 2017
- D - Effective January 1, 2018

**HP-01**

From:	\$	21.26	21.73	22.20
To:	A	21.53	22.00	22.48
	B	21.80	22.28	22.76
	X	21.91	22.39	22.87
	C	22.18	22.67	23.16
	D	22.46	22.95	23.45

**HP-02**

From:	\$	23.26	23.80	24.34
To:	A	23.55	24.10	24.64
	B	23.84	24.40	24.95
	X	23.96	24.52	25.07
	C	24.26	24.83	25.38
	D	24.56	25.14	25.70

**HP-03**

From:	\$	25.32	25.93	26.58
To:	A	25.64	26.25	26.91
	B	25.96	26.58	27.25
	X	26.09	26.71	27.39
	C	26.42	27.04	27.73
	D	26.75	27.38	28.08

**HP-04**

From:	\$	28.40	29.16	29.87
To:	A	28.76	29.52	30.24
	B	29.12	29.89	30.62
	X	29.27	30.04	30.77
	C	29.64	30.42	31.15



D	30.01	30.80	31.54
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**HP-05**

From:	\$	30.60	31.35	32.14
To:	A	30.98	31.74	32.54
	B	31.37	32.14	32.95
	X	31.53	32.30	33.11
	C	31.92	32.70	33.52
	D	32.32	33.11	33.94

**HP-06**

From:	\$	30.74	31.56	32.36	33.19	34.04
To:	A	31.12	31.95	32.76	33.60	34.47
	B	31.51	32.35	33.17	34.02	34.90
	X	31.67	32.51	33.34	34.19	35.07
	C	32.07	32.92	33.76	34.62	35.51
	D	32.47	33.33	34.18	35.05	35.95

**HP-07**

From:	\$	33.33	34.24	35.17	36.07	37.05
To:	A	33.75	34.67	35.61	36.52	37.51
	B	34.17	35.10	36.06	36.98	37.98
	X	34.34	35.28	36.24	37.16	38.17
	C	34.77	35.72	36.69	37.62	38.65
	D	35.20	36.17	37.15	38.09	39.13

**HP-08**

From:	\$	35.82	36.78	37.78	38.75	39.78
To:	A	36.27	37.24	38.25	39.23	40.28
	B	36.72	37.71	38.73	39.72	40.78
	X	36.90	37.90	38.92	39.92	40.98
	C	37.36	38.37	39.41	40.42	41.49
	D	37.83	38.85	39.90	40.93	42.01

**HP-09**

From:	\$	37.93	39.06	40.21	41.33	42.59
To:	A	38.40	39.55	40.71	41.85	43.12
	B	38.88	40.04	41.22	42.37	43.66
	X	39.07	40.24	41.43	42.58	43.88
	C	39.56	40.74	41.95	43.11	44.43
	D	40.05	41.25	42.47	43.65	44.99

**APPENDIX "A"**

**IS - INFORMATION SERVICES GROUP**  
(BUD 99521)

**ANNUAL RATES OF PAY**  
(in dollars)

- A - Effective January 1, 2015
- B - Effective January 1, 2016
- X - Effective January 1, 2017
- C - Effective January 1, 2017
- D - Effective January 1, 2018

**IS-01**

From:	\$	50017	51919	53890	55939
To:	A	50642	52568	54564	56638
	B	51275	53225	55246	57346
	X	51531	53491	55522	57633
	C	52175	54160	56216	58353
	D	52827	54837	56919	59082

**IS-02**

From:	\$	55733	57850	60050
To:	A	56430	58573	60801
	B	57135	59305	61561
	X	57421	59602	61869
	C	58139	60347	62642
	D	58866	61101	63425

**IS-03**

From:	\$	65255	67732	70512
To:	A	66071	68579	71393
	B	66897	69436	72285
	X	67231	69783	72646
	C	68071	70655	73554
	D	68922	71538	74473

**IS-04**

From:	\$	77904	80864	84224
To:	A	78878	81875	85277
	B	79864	82898	86343
	X	80263	83312	86775
	C	81266	84353	87860

D	82282	85407	88958
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**IS-05**

From:	\$	86773	90072	93612
To:	A	87858	91198	94782
	B	88956	92338	95967
	X	89401	92800	96447
	C	90519	93960	97653
	D	91650	95135	98874

**IS-06**

From:	\$	91339	94813	98415	101370	104440
To:	A	92481	95998	99645	102637	105746
	B	93637	97198	100891	103920	107068
	X	94105	97684	101395	104440	107603
	C	95281	98905	102662	105746	108948
	D	96472	100141	103945	107068	110310

**APPENDIX "A"**

**PM - PROGRAMME ADMINISTRATION GROUP**  
(BUD 99524)

**ANNUAL RATES OF PAY**  
(in dollars)

- A - Effective January 1, 2015
- B - Effective January 1, 2016
- X - Effective January 1, 2017
- C - Effective January 1, 2017
- D - Effective January 1, 2018

**PM-01**

From:	\$	50017	51919	53890	55939
To:	A	50642	52568	54564	56638
	B	51275	53225	55246	57346
	X	51531	53491	55522	57633
	C	52175	54160	56216	58353
	D	52827	54837	56919	59082

**PM-02**

From:	\$	55733	57850	60050
To:	A	56430	58573	60801
	B	57135	59305	61561
	X	57421	59602	61869
	C	58139	60347	62642
	D	58866	61101	63425

**PM-03**

From:	\$	59735	62007	64364
To:	A	60482	62782	65169
	B	61238	63567	65984
	X	61544	63885	66314
	C	62313	64684	67143
	D	63092	65493	67982

**PM-04**

From:	\$	65255	67732	70512
To:	A	66071	68579	71393
	B	66897	69436	72285
	X	67231	69783	72646
	C	68071	70655	73554

D	68922	71538	74473
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**PM-05**

From:	\$	77904	80864	84224
To:	A	78878	81875	85277
	B	79864	82898	86343
	X	80263	83312	86775
	C	81266	84353	87860
	D	82282	85407	88958

**PM-06**

From:	\$	91339	94813	98415	101370	104440
To:	A	92481	95998	99645	102637	105746
	B	93637	97198	100891	103920	107068
	X	94105	97684	101395	104440	107603
	C	95281	98905	102662	105746	108948
	D	96472	100141	103945	107068	110310

**PM-07**

From:	\$	94313	to	111012
To:	A	95492	to	112400
	B	96686	to	113805
	X	97169	to	114374
	C	98384	to	115804
	D	99614	to	117252

**APPENDIX "A"**

**SI - SOCIAL SCIENCE SUPPORT GROUP**  
(BUD 99536)

**ANNUAL RATES OF PAY**  
(in dollars)

- A - Effective January 1, 2015
- B - Effective January 1, 2016
- X - Effective January 1, 2017
- C - Effective January 1, 2017
- D - Effective January 1, 2018

**SI-01**

From:	\$	44457	45725	47396	49223	51116	53087	55130
To:	A	45013	46297	47988	49838	51755	53751	55819
	B	45576	46876	48588	50461	52402	54423	56517
	X	45804	47110	48831	50713	52664	54695	56800
	C	46377	47699	49441	51347	53322	55379	57510
	D	46957	48295	50059	51989	53989	56071	58229

**SI-02**

From:	\$	53592	55295	57080	58923	60829		
To:	A	54262	55986	57794	59660	61589		
	B	54940	56686	58516	60406	62359		
	X	55215	56969	58809	60708	62671		
	C	55905	57681	59544	61467	63454		
	D	56604	58402	60288	62235	64247		

**SI-03**

From:	\$	58890	60662	62490	64370	66305		
To:	A	59626	61420	63271	65175	67134		
	B	60371	62188	64062	65990	67973		
	X	60673	62499	64382	66320	68313		
	C	61431	63280	65187	67149	69167		
	D	62199	64071	66002	67988	70032		

**SI-04**

From:	\$	63223	65458	67946	70524	73204		
To:	A	64013	66276	68795	71406	74119		
	B	64813	67104	69655	72299	75045		
	X	65137	67440	70003	72660	75420		
	C	65951	68283	70878	73568	76363		

D	66775	69137	71764	74488	77318
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**SI-05**

From:	\$	75466	78209	81052	83996	87050
To:	A	76409	79187	82065	85046	88138
	B	77364	80177	83091	86109	89240
	X	77751	80578	83506	86540	89686
	C	78723	81585	84550	87622	90807
	D	79707	82605	85607	88717	91942

**SI-06**

From:	\$	85757	88913	92186	95579	99097
To:	A	86829	90024	93338	96774	100336
	B	87914	91149	94505	97984	101590
	X	88354	91605	94978	98474	102098
	C	89458	92750	96165	99705	103374
	D	90576	93909	97367	100951	104666

**SI-07**

From:	\$	96443	99855	103387	107046	110832
To:	A	97649	101103	104679	108384	112217
	B	98870	102367	105987	109739	113620
	X	99364	102879	106517	110288	114188
	C	100606	104165	107848	111667	115615
	D	101864	105467	109196	113063	117060

**SI-08**

From:	\$	105549	108981	112528	116189	119968
To:	A	106868	110343	113935	117641	121468
	B	108204	111722	115359	119112	122986
	X	108745	112281	115936	119708	123601
	C	110104	113685	117385	121204	125146
	D	111480	115106	118852	122719	126710

\*\*

## **PAY NOTES**

- (A) PAY INCREMENTS GENERAL** (See PAY INCREMENTS – SPECIFIC notes for exceptions to sub-paragraphs 1 (a) to 1 (c)).

### **Pay Increments for Full-Time and Part-Time Employees**

1. (a) The pay increment period for all employees is twelve (12) months.
- (b) The pay increment date for employees appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service on or after the date of signing of this Agreement shall be the anniversary date of such appointment.
- (c) For employees appointed prior to the date of signing of this Agreement their anniversary date will be the date on which the employees received their last pay increment.
- (d) The pay increment period for term employees is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.
- (e) An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. For the purposes of defining when a determinate employee will be entitled to go to the next salary increment, “cumulative” means all service whether continuous or discontinuous within the Agency at the same occupational group and level.

\*\*

- (B) PAY INCREMENTS - SPECIFIC (I): TIRL level (EG)**

### **Pay Increments for Full-Time and Part-Time Employees**

\*\*

2. (a) The pay increment period for all employees is six (6) months.
- (b) For employees being paid at a TIRL level, the pay increment shall be to a rate which is four hundred dollars (\$400) higher than the employee’s former rate or if there is no such rate, to the maximum of the pay range.

\*\*

- (c) Employees paid in the Technological Institute Recruiting Level on January 1, 2015, January 1, 2016, January 1, 2017 or January 1, 2018 during the year following their appointment to that level, will be transferred to the level for which they are qualified at the rate nearest to but no less than that at which they are being paid. The transfer shall take place prior to the application of any economic adjustment of the pay scales which may take effect on January 1, 2015, January 1, 2016, January 1, 2017 or January 1, 2018 as applicable, the employee shall be granted the increment prior to the employee’s transfer.

- (C) PAY INCREMENTS - SPECIFIC (II): Performance Pay Levels (AS-08, PM-07)**

3. Pay increases within the performance pay level range shall be in accordance with the directive governing Performance Pay for Represented Employees in the Administrative and



Foreign Service Category, except that the term "increment" in the directive shall mean an amount equal to one thousand dollars (\$1,000) for the performance pay ranges provided the maximum of the range is not exceeded.

\*\*

**(D) RESTRUCTURE - FI**

\*\*

4. Effective January 1, 2015, in the "Y" scale:

\*\*

(a) Employees will be placed at the increment in the new grid that is closest to but not less than their current rate of pay. Notwithstanding, employees who were at the maximum rate of pay for more than 12 months, will remain at the maximum rate of pay.

\*\*

**(E) ECONOMIC INCREASES**

\*\*

5. An employee shall, on the relevant effective dates of adjustment to rates of pay, be paid in the "A", "B", "C" or "D" scales of rates at the rate shown immediately below his or her former rate.

\*\*

6. An employee being paid at a Technological Institute Recruitment Level, shall be paid, effective January 1, 2015 at a rate within the "A" range shown in Appendix "A" which is one decimal two five (1.25%) higher than his or her former rate of pay.

\*\*

7. An employee being paid at a Technological Institute Recruitment Level, shall be paid, effective January 1, 2016 at a rate within the "B" range shown in Appendix "A" which is one decimal two five percent (1.25%) higher than his or her former rate of pay.

\*\*

8. An employee being paid at a Technological Institute Recruitment Level, shall be paid, effective January 1, 2017 at a rate within the "C" range shown in Appendix "A" which is one decimal two five percent (1.25%) higher than his or her former rate of pay.

\*\*

9. An employee being paid at a Technological Institute Recruitment Level, shall be paid effective January 1, 2018 at a rate within the "D" range shown in Appendix "A" which is one decimal two five percent (1.25%) higher than his or her former rate of pay.

\*\*

10. An employee who on January 1, 2015, was paid at level AS-08 or PM-07, shall be paid on January 1, 2015, within the "A" performance pay range at a rate of pay which is one decimal two five (1.25%) higher than his or her former rate of pay.

\*\*

11. An employee who on January 1, 2016, was paid at level AS-08 or PM-07, shall be paid on January 1, 2016, within the "B" performance pay range at a rate of pay which is one decimal two five percent (1.25%) higher than his or her former rate of pay.

\*\*

12. An employee who on January 1, 2017, was paid at level AS-08 or PM-07, shall be paid on January 1, 2017, within the "C" performance pay range at a rate of pay which is one decimal two five percent (1.25%) higher than his or her former rate of pay.

\*\*

13. An employee who on January 1, 2018, was paid at the level AS-08 or PM-07, shall be paid on January 1, 2018, within the "D" performance pay range at a rate of pay which is (1.25%) higher than his or her former rate of pay.

**\*\* APPENDIX “B”**

**Canadian Food Inspection Agency**

**Employment Transition Policy**

**General**

**Application**

This Appendix applies to all indeterminate employees represented by the Public Service of Alliance of Canada for whom the Canadian Food Inspection Agency (hereinafter known as the Agency) is the Employer.

**Collective Agreement**

This Appendix is deemed to form part of all the collective agreements between the parties and employees are to be afforded ready access to it.

Notwithstanding Article 22 (Job Security) of the collective agreement, in the event of conflict between the present Employment Transition Appendix and that Article, the present Employment Transition Policy will take precedence.

\*\*

**Effective Date**

\*\*

This Appendix is effective on the date of signing.

\*\*

**Policy**

It is the policy of the Canadian Food Inspection Agency to maximize employment opportunities for indeterminate employees facing employment transition situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment.

Reasons for the occurrence of employment transition situations include, but are not limited to, expenditure constraints, new legislation, program changes, reorganization, technological change, productivity improvement, elimination or reduction of programs or operations in one or more locations, relocation, and, decentralization. These situations may result in a lack of work or discontinuance of function.

Indeterminate employees whose services will no longer be required because of an employment transition situation and for whom the President knows or can predict employment availability will receive a guarantee of a reasonable job offer within the Agency. Those employees for whom the President cannot provide the guarantee will have access to the transitional employment options as per Part VI of this Appendix.

\*\*

In the case of surplus employees for whom the President cannot provide the guarantee of a

reasonable job offer within the CFIA, the Agency is committed to assist these employees in finding alternative employment in the public service (Schedule I and IV of the *Financial Administration Act* (FAA)) through active marketing, where applicable and within legislative restrictions.

\*\*

## Definitions

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

**Affected employee** (*employé-e touché*) - is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of an employment transition situation.

**Agency** (*Agence*) - means the Canadian Food Inspection Agency as defined in Schedule V of the *Financial Administration Act* and the several positions in or under the jurisdiction of the Canadian Food Inspection Agency for which the Agency has the sole authority to appoint.

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

\*\*

**Education Allowance** (*indemnité d'étude*) - is one of the options provided to an indeterminate employee affected by a normal employment transition situation for whom the President cannot guarantee a reasonable job offer. The Education Allowance is a payment, equivalent to the Transitional Support Measure (see Annex A), plus a reimbursement of tuition from a recognized learning institution, book and relevant equipment costs, up to a maximum of fifteen thousand dollars (\$15,000.00).

**Employment Transition** (*transition en matière d'emploi*) - is a situation that occurs when the President decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work or the discontinuance of a function within the Agency. Such situations may arise for reasons including but not limited to those identified in the Policy section above.

**Guarantee of a reasonable job offer** (*garantie d'une offre d'emploi raisonnable*) - is a guarantee of an offer of indeterminate employment within the Agency provided by the President to an indeterminate employee who is affected by an employment transition situation. The President will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability within the Agency. Surplus employees in receipt of this guarantee will not have access to the Options available in Part VI of this Appendix.

**Laid off person** (*personne mise en disponibilité*) - is a person who has been laid off pursuant to section 13 of the *Canadian Food Inspection Agency Act* and who still retains a re-appointment priority in accordance with staffing and other related policies of the Canadian Food Inspection Agency.

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

**Lay-off priority** (*priorité de mise en disponibilité*) - a person who has been laid off is entitled to a priority for appointment to a position in the Agency for which, in the opinion of the President, he or she is qualified. An appointment of an employee with this priority is excluded from the Agency Staffing Complaint Policy. This priority is accorded for one (1) year following the lay-off date.

**Opting employee** (*employé-e optant*) – is an indeterminate employee whose services will no longer be required as a result of an employment transition situation and who has not received a guarantee of a reasonable job offer from the President and who has one hundred and twenty (120) days to consider the Options contained in part 6.4 of this Appendix.

**Pay** (*rémunération*) - has the same meaning as "rate of pay" in the employee's collective agreement.

**President** (*président-e*) - has the same meaning as in the definition of "President" set out in section 6 of the *Canadian Food Inspection Agency Act*, and also means his or her official designate.

**Priority administration system** (*système d'administration des priorités*) - is a system designed by the Agency to facilitate appointments of individuals entitled to priority status as a result of this Appendix or other staffing and related policies of the Canadian Food Inspection Agency.

**Reasonable job offer** (*offre d'emploi raisonnable*) - is an offer of indeterminate employment within the Agency, normally at an equivalent level but could include lower levels. Surplus employees must be both trainable and mobile. Where practicable, a reasonable job offer shall be within the employee's headquarters as defined in the National Joint Council Travel Directive. A reasonable job offer is also an offer from a FAA Schedule I, IV or V employer, providing that:

- (a) The appointment is at a rate of pay and an attainable salary maximum not less than the employee's current salary and attainable maximum that would be in effect on the date of offer.
- (b) It is a seamless transfer of all employee benefits including a recognition of years of service for the definition of continuous employment and accrual of benefits, including the transfer of sick leave credits, severance pay and accumulated vacation leave credits.

**Re-instatement priority** (*priorité de réintégration*) - is an appointment priority accorded to certain individuals salary-protected under this Appendix for the purpose of assisting such persons to re-attain an appointment level equivalent to that from which they were declared surplus. An appointment of an employee with this priority is excluded from the Agency Staffing Complaint Policy.

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

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

**Retraining** (*recyclage*) - is on-the-job training or other training intended to enable affected

employees, surplus employees and laid-off persons to qualify for known or anticipated vacancies within the Agency.

**Surplus employee** (*employé-e excédentaire*) - is an indeterminate employee who has been provided a formal written notice by the President declaring him or her surplus.

**Surplus priority** (*priorité d'employé-e excédentaire*) - is a priority for an appointment accorded to surplus employees to permit them to be appointed to other positions in the Agency. An appointment of an employee with this priority is excluded from the Agency Staffing Complaint Policy.

**Surplus status** (*statut d'employé-e excédentaire*) - an indeterminate employee is in surplus status from the date he or she is declared surplus until the date of lay-off, until he or she is indeterminately appointed to another position, until his or her surplus status is rescinded, or until the employee resigns.

\*\*

**Transition Support Measure** (*mesure de soutien à la transition*) - is one of three options provided to an opting employee for whom the President cannot guarantee a reasonable job offer. The Transition Support Measure is a payment based on the opting employee's years of service in the Agency, as per Annex "A". Years of service is the combined years of service in the Public Service immediately prior to appointment to the Agency plus years of service with the Agency.

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

\*\*

## **Enquiries**

\*\*

Enquiries about this Appendix should be referred to the employee's bargaining agent, or to the Human Resource Advisor serving the employee's work site. Human Resource Advisors serving the employee's work site may, in turn, direct questions regarding the application of this Appendix to the Collective Bargaining & Labour Relations Directorate of the Human Resources Branch of the Agency.

Enquiries by employees pertaining to entitlements to a priority for appointment or to their status in relation to the priority appointment process should be directed to the Human Resource Advisor serving the employee's work site.

\*\*

## **Part I**

### **Roles and responsibilities**

\*\*

#### **1.1 Agency**

##### **1.1.1** Since indeterminate employees who are affected by employment transition

situations are not themselves responsible for such situations, it is the responsibility of the Agency to ensure that they are treated equitably and, wherever possible, given every reasonable opportunity to continue their careers as Agency employees.

**1.1.2** The Agency shall carry out effective human resource planning to minimize the impact of employment transition situations on indeterminate employees and on the Agency.

**\*\* 1.1.3** The Agency shall establish joint Union/Management employment transition committees, where appropriate, to advise and consult on employment transition situations within the Agency. Terms of reference of such committees shall include a process for addressing alternation requests.

**1.1.4** The Agency shall co-operate to the extent possible with other employers in its efforts to market surplus employees and laid-off persons.

**1.1.5** The Agency shall establish systems to facilitate appointment of the Agency's affected employees, surplus employees, and laid-off persons.

**1.1.6** When the President determines that the services of an employee are no longer required beyond a specified date due to an employment transition, the President shall provide the employee with a written notification to that effect. Such a communication shall also indicate if the employee:

(a) is being provided a guarantee of a reasonable job offer from the President and that the employee will be in surplus status for that date on; or

(b) is an opting employee and has access to the Options provided in section 6.4 of this Appendix as the employee is not in receipt of a guarantee of a reasonable job offer from the President.

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

**1.1.7** The President will be expected to provide a guarantee of a reasonable job offer to those employees subject to an employment transition situation for whom they know or can predict employment availability within the Agency.

**1.1.8** Where the President cannot provide a guarantee of a reasonable job offer, the President will provide one hundred and twenty (120) days to opting employees to consider the three (3) Options outlined in Part VI of this Appendix before a decision is required of them. If the opting employee fails to select an option no later than the one hundred and twentieth (120<sup>th</sup>) day, the employee will be deemed to have selected Option (a); that is, the twelve-month surplus priority period in which to secure a reasonable job offer.

**1.1.9** The President shall make a determination to either provide a guarantee of a reasonable job offer or access to the Options set out in 6.4 of this Appendix, upon request of any indeterminate affected employee who can demonstrate that his or her duties have already ceased to exist.

**1.1.10** The Agency shall advise and consult with the bargaining agent representatives as

completely as possible regarding any employment transition situation as soon as possible after the decision has been made and throughout the process. The Agency will make available to the bargaining agent the name and work location of affected employees.

- 1.1.11** A recommendation will be provided to the President when an employee is not considered suitable for appointment. The Agency shall advise the employee and his or her bargaining agent of that recommendation. The Agency shall provide to the employee a copy of the written recommendation provided to the President, indicating the reasons for the recommendation together with any enclosures. The Agency shall also advise the employee that he or she may make oral or written submissions about the matter to the President prior to a decision being taken. Where the President does not accept the recommendation, he or she shall provide the surplus period required under this Appendix, beginning on the date the employee is advised of the decision.
- 1.1.12** The President shall decide whether employees are suitable for appointment. Where the President decides that an employee is not suitable, he or she shall advise the employee and his or her representative of the decision as to whether the employee is entitled to a surplus and lay-off priority. The President shall also inform the bargaining agent of this decision.
- 1.1.13** The Agency shall provide an employee with a copy of this Appendix simultaneous with the official notification to an employee to whom this Appendix applies that he or she has become subject to an employment transition situation.
- 1.1.14** The Agency is responsible for counseling and advising their affected employees on their opportunities of finding continuing employment within the Agency.
- 1.1.15** The Agency shall apply this Appendix so as to keep actual involuntary lay-offs to a minimum.
- 1.1.16** Appointment of surplus employees to alternative positions, whether with or without retraining, shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower level. The Agency shall avoid appointment to a lower level except where all other avenues have been exhausted.
- 1.1.17** The Agency shall appoint as many of their own surplus employees or laid-off persons as possible, or identify alternative positions (both actual and anticipated) for which individuals can be retrained.
- 1.1.18** Relocation of surplus employees or laid-off persons shall be undertaken to enable their appointment to an alternate position, providing that:
  - (a) there are no available priority persons who are qualified and interested in the position being filled;
  - or
  - (b) there are no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.



- 1.1.19** The cost of travelling to interviews for possible appointments within the Agency and of relocation to a new location shall be borne by the Agency. Such costs shall be consistent with the National Joint Council Travel and Relocation - IRP Directives, as amended from time to time.
- 1.1.20** For the purposes of the National Joint Council Relocation - IRP Directive, surplus employees and laid-off persons who relocate under this Appendix shall be deemed to be employees on employer-requested relocations. The general rule on minimum distances for relocation applies.
- 1.1.21** For the purposes of the National Joint Council Travel Directive, laid-off persons travelling to interviews for possible appointment within the Agency are deemed to be "other persons travelling on Agency business".
- 1.1.22** The Agency shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position under this Appendix.
- \*\* 1.1.23** The Agency shall review the use of private temporary personnel, and their use of contracted out services, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, the Agency shall not engage or re-engage such temporary personnel nor renew the employment of such employees referred to above where such action would facilitate the appointment of surplus employees or laid-off persons.
- 1.1.24** Nothing in this Appendix shall restrict the employer's right to engage or appoint persons to meet short-term, non-recurring requirements.
- 1.1.25** The President may authorize the accelerated lay-off of an employee at a date earlier than originally scheduled when a surplus employee makes such a request in writing.
- \*\* 1.1.26** The Agency shall provide surplus employees with a lay-off notice at least one (1) month before the proposed lay-off date, if appointment efforts have been unsuccessful. A copy of this notice shall be provided to the National President of the Public Service Alliance of Canada.
- 1.1.27** When a surplus employee refuses a reasonable job offer, he or she shall be subject to lay-off one (1) month following the refusal, but not before six (6) months after the surplus declaration date.
- 1.1.28** The Agency will presume that each employee wishes to be appointed to an alternative position unless the employee indicates the contrary in writing.
- \*\* 1.1.29** The Agency shall inform and counsel affected and surplus employees as early and as completely as possible and shall, in addition, assign a counsellor to each opting and surplus employee and laid-off person to work with them throughout the process. Such counselling is to include explanations and assistance concerning such issues as the following:
- (a) the employment transition situation and its effect on that individual;

- (b) the employment transition Appendix;
- (c) the Agency's Priority Administration System and how it works from the employee's perspective (referrals, interviews or boards, feedback to the employee, follow-up by the Agency, how the employee can obtain job information and prepare for an interview, etc.);
- (d) preparation of a curriculum vitae or resume;
- (e) the employees' rights and obligations;
- (f) the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
- \*\* (g) alternatives or opportunities that might be available to the employee (the alternation process, appointment, relocation, retraining, lower-level employment, term employment, retirement including possibility of waiver of penalty if entitled to an annual allowance, Transition Support Measure, Education Allowance, pay-in-lieu of unfulfilled surplus period, resignation, accelerated lay-off);
- (h) the meaning of a guarantee of reasonable job offer, a twelve-month surplus priority period in which to secure a reasonable job offer, a Transition Support Measure, an Education Allowance;
- (i) repeat counseling as long as the individual is entitled to a staffing priority and has not been appointed;
- \*\* (j) the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
- (k) preparation for interviews with prospective employers;
- (l) advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity;
- \*\* (m) advise employees to seek out proposed alternations and submit request for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer; and
- \*\* (n) advising employees of the right to be represented by the PSAC in the application of this Appendix.

**1.1.30** The Agency shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by the employee and the appropriate manager.

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

**1.1.32** Severance pay and other benefits flowing from other clauses in collective

agreements are separate from, and in addition to, those in this Appendix.

- 1.1.33** The Agency shall establish and modify staffing policies and procedures to ensure the most effective and efficient means of maximizing the appointment of surplus employees and laid-off persons.
- 1.1.34** The President shall temporarily restrict or suspend any authority delegated to managers to make appointments in specified occupational groups when the President determines such action is necessary.
- 1.1.35** The Agency shall actively market surplus employees and laid-off persons to all appropriate managers unless the individuals have advised the President in writing that they are not available for appointment.
- 1.1.36** The Agency shall determine, to the extent possible, the occupations for which there are skill shortages for which surplus employees or laid-off persons could be retrained.
- 1.1.37** The Agency shall provide information directly to the bargaining agent on the numbers and status of their members who are in the Agency Priority Administration System, through reports to the Public Service Alliance of Canada.
- 1.1.38** The Agency shall, wherever possible, ensure that reinstatement priority is given to all employees who are subject to salary protection as a result of action taken pursuant to this Appendix.
- 1.1.39** (a) For the priority period, in cases where an offer of indeterminate employment is provided to a surplus or laid off employee by a co-operating Employer (paragraph 1.1.4), the payment of salary costs and other authorized costs such as tuition, travel, relocation and retraining for surplus employees and laid off persons, as provided for in the various collective agreements and directives; all authorized costs of termination; and salary protection upon lower level appointment shall be regulated by the relevant co-operating Employer agreement in effect between the Agency and a co-operating Employer.  
  
(b) The relevant agreement establishing the co-operating Employer relationship between the Agency and a co-operating Employer will apply to the payment of the costs listed in 1.1.39(a) in situations where a surplus employee is appointed by a co-operating Employer to a term position and the co-operating Employer will become the official employer no later than one (1) year from the date of such an appointment.
- 1.1.40** The Agency is responsible for making the appropriate referrals and may recommend retraining where it would facilitate appointment.
- 1.1.41** The Agency shall inform, in a routine and timely manner, a surplus employee or laid-off person, and a representative of his or her bargaining agent, when he or she has been referred for consideration but will not be offered the position. The Agency shall include full details of why he or she will not be appointed to or retained for that position.

## **1.2 Employees**

**1.2.1** Employees have the right to be represented by their bargaining agent in the application of this Appendix.

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

- (a) actively seeking alternative employment in co-operation with the Agency, unless they have advised the Agency, in writing, that they are not available for appointment either at all or subject to limitations detailed in the employee's response.
- (b) seeking information regarding their entitlements and obligations;
- (c) providing accurate and current information to the Agency, in a timely fashion, to assist in appointment activities (including curriculum vitae or resumes);
- (d) ensuring that they can be easily contacted by the Agency;
- (e) ensuring they attend appointments related to referrals;
- (f) seriously considering employment opportunities within the Agency presented to them including but not limited to retraining and relocation possibilities, specified period appointments and lower-level appointments.

**1.2.3** Opting employees are responsible for:

- (a) considering the Options outlined in Part VI of this Appendix;
- (b) communicating their choice of Options, in writing, to their manager no later than one hundred and twenty (120) days after being declared opting.

## **Part II**

### **Official Notification**

**2.1** In any employment transition situation which is likely to involve ten (10) or more indeterminate employees covered by this Appendix, the President shall inform, in writing and in confidence, the President of the Public Service Alliance of Canada or their delegate not less than forty-eight (48) hours before any employment transition situation is announced. This information is to include the identity and location of the work unit(s) involved; the expected date of the announcement; the anticipated timing of the situation; and the numbers of employees, by group and level, who will be affected.

## **Part III**

### **Relocation of a work unit**

#### **3.1 General**

- 3.1.1** In cases where a work unit is to be relocated, the Agency shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position or be treated as if they were subject to an employment transition situation.
- 3.1.2** Following written notification, employees must indicate, within a period of three (3) months, their intention to move. If the employee's intention is not to move with the relocated position, the President can either provide the employee with a guarantee of a reasonable job offer or access to the Options set out in section 6.4 of this Appendix.
- 3.1.3** Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.18 to 1.1.20.
- 3.1.4** Although the Agency will endeavor to respect employee location preferences, nothing precludes the Agency from offering the relocated position to employees in receipt of a guarantee of a reasonable job offer, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.
- 3.1.5** Employees who are not in receipt of a guarantee of a reasonable job offer shall become opting employees and have access to the Options set out in Part VI of this Appendix.

## **Part IV**

### **Retraining**

#### **4.1 General**

- 4.1.1** To facilitate the appointment of affected employees, surplus employees and laid-off persons, the Agency shall make every reasonable effort to re-train such persons for:
  - (a) existing vacancies,
  - or
  - (b) anticipated vacancies identified by management.
- 4.1.2** The Agency shall be responsible for identifying situations where re-training can facilitate the appointment of surplus employees and laid-off persons; however, this does not preclude the employee's obligation to assist in their own marketing and the identification of employment options including but not limited to re-training possibilities.

**4.1.3** Subject to the provisions of 4.1.2, the President shall approve up to two (2) years of re-training.

## **4.2 Surplus employees**

**4.2.1** A surplus employee is eligible for re-training providing:

(a) re-training is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates;

and

(b) there are no other available priority persons who qualify for the position.

**4.2.2** The Agency is responsible for ensuring that an appropriate re-training plan is prepared and is agreed to in writing by the employee and the appropriate manager.

**4.2.3** Once a re-training plan has been initiated, its continuation and completion are subject to the on-going successful performance by the employee at a learning institution or on-going satisfactory performance if the training is "on-the-job".

**4.2.4** While on re-training, a surplus employee continues to be employed by the Agency and is entitled to be paid in accordance with his or her current appointment.

**4.2.5** When a re-training plan has been approved, the proposed lay-off date shall be extended to the end of the re-training period, subject to 4.2.3.

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

## **4.3 Laid-off persons**

**4.3.1** Subject to the President's approval, a laid-off person shall be offered re-training, providing:

(a) re-training is needed to facilitate the appointment of the individual to a specific vacant position;

(b) the individual meets the minimum requirements for appointment to the group concerned;

(c) there are no other available persons with a priority who qualify for the position;

and

(d) the Agency cannot justify a decision not to re-train the individual.

- 4.3.2** When an individual is made an offer conditional on the successful completion of re-training, a re-training plan reviewed by the President shall be included in the letter of conditional offer. If the individual accepts the conditional offer, upon successful completion of re-training, he or she will be appointed on an indeterminate basis to that position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which he or she was laid-off, the employee will be salary protected in accordance with Part V of this Appendix.

## **Part V**

### **Salary protection**

#### **5.1 Lower-level position**

- 5.1.1** Surplus employees and laid-off persons appointed to a lower-level position under this Appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of their collective agreement, or, in the absence of such provisions, the appropriate provisions of the Agency's Policy respecting Pay on Reclassification or Conversion.
- 5.1.2** Employees whose salary is protected pursuant to section 5.1.1. will continue to benefit from salary protection until such time as they are appointed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid off.

\*\*

## **Part VI**

### **Options for employees**

\*\*

#### **6.1 General**

- 6.1.1** The President will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability. Employees in receipt of this guarantee would not have access to the choice of Options below.
- 6.1.2** Employees who are not in receipt of a guarantee of a reasonable job offer from the President have one hundred and twenty (120) days from the date they receive written notice that they are an opting employee to consider and decide among the three Options below.
- 6.1.3** The opting employee must choose, in writing, one of the three (3) Options of section 6.4 of this Appendix within the one hundred and twenty (120) day opting period. The employee cannot change Options once having made a written choice.
- 6.1.4** If the employee fails to select an Option within the one hundred and twenty (120)

day window as specified in paragraph 6.1.2, the employee will be deemed to have selected Option (a), the twelve-month surplus priority period in which to secure a reasonable job offer.

**6.1.5** If a reasonable job offer which does not require a relocation is made at any time during the one hundred and twenty (120) day opting period and prior to the written acceptance of either the twelve-month surplus priority period, the Transition Support Measure or the Education Allowance Option, the employee becomes ineligible for the Transition Support Measure, the pay-in-lieu of unfulfilled surplus period or the Education Allowance.

\*\* **6.1.6** A copy of any letter issued by the Employer under this part or notice of lay off pursuant to the *Canadian Food Inspection Agency Act* shall be sent forthwith to the National President of the PSAC.

\*\*

## **6.2 Voluntary Programs**

\*\* The Agency shall establish voluntary departure programs for all employment transition situations involving five or more affected employees working at the same group and level and in the same work unit. Such programs shall:

\*\* (a) Be the subject of meaningful consultations through joint union-management ETP committees.

\*\* (b) Volunteer programs shall not be used to exceed reduction targets. Where reasonably possible, the Agency will identify the number of positions for reduction in advance of the voluntary programs commencing.

\*\* (c) Take place after affected letters have been delivered to employees.

\*\* (d) Take place before the Agency engages in an Assessment and Selection of Employees for Retention process.

\*\* (e) Provide for a minimum of 30 calendar days for employees to decide whether they wish to participate.

\*\* (f) Allow employees to select options B, C(i) or C(ii).

\*\* (g) Provide that when the number of volunteers is larger than the required number of positions to be eliminated, where operational requirement permits, volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).

\*\*

## **6.3 Alternation**

\* **6.3.1** The Agency will participate in an alternation process.

\* **6.3.2** An alternation occurs when an opting employee who wishes to remain in the Agency exchanges positions with a non-affected employee (the alternate) willing to leave the Agency under the terms of paragraph 6.4.1(b) or (c) in Part VI of this



Appendix.

\*\* **6.3.3** Subject to paragraph 6.3.2:

\*\* (a) Only opting and surplus employees who are surplus as a result of having chosen Option A may alternate into an indeterminate position that remains within the Agency.

\*\* (b) If an alternation is proposed for a surplus employee, as opposed to an opting employee, the Transition Support Measure that is available to the alternate under 6.4.1 (b) or 6.4.1 (c) (i) shall be reduced by one week for each completed week between the beginning of the employee's surplus priority period and the date the alternation is proposed.

\* **6.3.4** An indeterminate employee wishing to leave the Agency may express an interest in alternating with an opting employee. Management will decide, however, whether a proposed alternation will result in retaining the skills required to meet the on-going needs of the position and the Agency.

\* **6.3.5** An alternation must permanently eliminate a function or a position.

\* **6.3.6** The opting employee moving into the unaffected position must meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position, except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five (5) days of the alternation.

\* **6.3.7** An alternation should normally occur between employees at the same group and level. When the two (2) positions are not the same group and level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher paid position is no more than six percent (6%) higher than the maximum rate of pay for the lower paid position.

\*\* **6.3.8** An alternation must occur on a given date. The two (2) employees involved directly exchange positions on that given date. There is no provision in alternation for a "domino" effect or for "future considerations".

For clarity, the alternation will not be denied solely as a result of untimely administrative processes.

\*\*

## **6.4 Options**

\* **6.4.1** Only opting employees will have access to the choice of Options below:

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

When a surplus employee who has chosen, or is deemed to have chosen, Option (a) offers to resign before the end of the twelve-month surplus priority

period, the President may authorize a lump-sum payment equal to the surplus employee's regular pay for the balance of the surplus period, up to a maximum of six (6) months. The amount of the lump sum payment for the pay-in-lieu cannot exceed the maximum of that which he or she would have received had they chosen Option (b) - Transition Support Measure.

The Agency will make every reasonable effort to market a surplus employee within the employee's surplus period and within his or her preferred area of mobility.

or

- \*\* (b) Transition Support Measure (TSM) is a payment based on the employee's years of service with the Agency (see Annex A) made to an opting employee. Years of service is the combined years of service in the Public Service immediately prior to appointment to the Agency plus years of service with the Agency. Employees choosing this Option must resign but will be considered to be laid-off for purposes of severance pay. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2)-year period.

or

- \*\* (c) Education Allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than fifteen thousand dollars (\$15,000.00) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant equipment. Employees choosing Option (c) could either:
  - (i) resign from the Agency but be considered to be laid-off for severance pay purposes on the date of their departure; or
  - (ii) delay their departure date and go on leave without pay for a maximum period of two (2) years, while attending the learning institution. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period. During this period, employees could continue to be Public Service benefit plan members and contribute both employer and employee shares to the benefits plans and the Public Service Superannuation Plan. At the end of the two (2) year leave without pay period, unless the employee has found alternate employment in the Agency, the employee will be laid off.

\* **6.4.2** Management will establish the departure date of opting employees who choose Option (b) or Option (c) above.

\* **6.4.3** The TSM, pay-in-lieu of unfulfilled surplus period, and the Education Allowance cannot be combined with any other payment under the Employment Transition Appendix.

\* **6.4.4** In the cases of pay-in-lieu of unfulfilled surplus period, and Option (b) and Option (c)(i), the employee relinquishes any priority rights for appointment upon acceptance of his or her resignation.

- \* **6.4.5** Employees choosing Option (c)(ii) who have not provided the Agency with a proof of registration from a learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from the Agency, and be considered to be laid-off for purposes of severance pay.
- \*\* **6.4.6** Opting employees who choose Option (b) or Option (c) above will be entitled to up to one thousand dollars (\$1,000.00) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.
- \*\* **6.4.7** An opting employee who has received pay in lieu of unfulfilled surplus period, a TSM or an Education Allowance and is re-appointed to the Public Service shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the TSM or Education Allowance was paid.
- \* **6.4.8** The President shall ensure that pay-in-lieu of unfulfilled surplus period is only authorized where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during the unfulfilled surplus period.
- \* **6.4.9** If a surplus employee who has chosen, or is deemed to have chosen, Option (a) refuses a reasonable job offer at any time during the twelve (12) month surplus priority period, the employee is ineligible for pay-in-lieu of unfulfilled surplus period.
- \* **6.4.10** Approval of pay-in-lieu of unfulfilled surplus period is at the discretion of management, but shall not be unreasonably denied.

\*

## **6.5 Retention payment**

- \* **6.5.1** There are two (2) situations in which an employee may be eligible to receive a retention payment. These are total facility closures and relocation of work units.
- \* **6.5.2** All employees accepting retention payments must agree to leave the Agency without priority rights.
- \* **6.5.3** An individual who has received a retention payment and, as applicable, is either reappointed to that portion of the Public Service of Canada specified from time to time in the *Financial Administration Act* Schedules I, IV and V, or is hired by the new employer within the six months immediately following his or her resignation, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the lump sum was paid.
- \* **6.5.4** The provisions of 6.5.5 shall apply in total facility closures where Agency jobs are to cease, and:
  - (a) such jobs are in remote areas of the country;
  - or
  - (b) re-training and relocation costs are prohibitive;

or

- (c) prospects of reasonable alternative local employment (whether within or outside the Agency) are poor.

\* **6.5.5** Subject to 6.5.4, the President shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the Agency to take effect on that closure date, a sum equivalent to six (6) months' pay payable upon the day on which the Agency operation ceases, provided the employee has not separated prematurely.

\* **6.5.6** The provisions of 6.5.7 shall apply in relocation of work units where Agency work units:

- (a) are being relocated;

and

- (b) when the President decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation;

and

- (c) where the employee has opted not to relocate with the function.

\* **6.5.7** Subject to 6.5.6, the President shall pay to each employee who is asked to remain until the relocation of the work unit and offers a resignation from the Agency to take effect on the relocation date, a sum equivalent to six (6) months' pay payable upon the day on which the Agency operation relocates, provided the employee has not separated prematurely.

**ANNEX "A"**

**YEARS OF SERVICE**

**TRANSITION SUPPORT MEASURE (TSM)**

0 .....	10
1 .....	22
2 .....	24
3 .....	26
4 .....	28
5 .....	30
6 .....	32
7 .....	34
8 .....	36
9 .....	38
10 .....	40
11 .....	42
12 .....	44
13 .....	46
14 .....	48
15 .....	50
16 .....	52
17 .....	52
18 .....	52
19 .....	52
20 .....	52
21 .....	52
22 .....	52

**ANNEX "A" (Continued)**

23 .....	52
24 .....	52
25 .....	52
26 .....	52
27 .....	52
28 .....	52
29 .....	52
30 .....	49
31 .....	46
32 .....	43
33 .....	40
34 .....	37
35 .....	34
36 .....	31
37 .....	28
38 .....	25
39 .....	22
40 .....	19
41 .....	16
42 .....	13
43 .....	10
44 .....	07
45 .....	04

For indeterminate seasonal and part-time employees, the TSM will be pro-rated in the same manner as severance pay under the terms of the collective agreement. Severance pay provisions of the collective agreements are in addition to the TSM.

**APPENDIX "C"**

**Vacation Conversion Table**

**A. The following Table applies to employees working a thirty-seven decimal five (37.5) hour week**

<b>Annual Days</b>	<b>Annual Hours</b>	<b>Days per Month</b>	<b>Monthly Hours</b>
15	112.5	1.25	9.375
20	150	1.667	12.5
22	165	1.833	13.75
23	172.5	1.917	14.375
25	187.5	2.083	15.625
27	202.5	2.25	16.875
30	225	2.5	18.75

**B. The following Table applies to employees working a forty (40) hour week**

<b>Annual Days</b>	<b>Annual Hours</b>	<b>Days per Month</b>	<b>Monthly Hours</b>
15	120	1.25	10
20	160	1.667	13.333
22	176	1.833	14.667
23	184	1.917	15.333
25	200	2.083	16.667
27	216	2.25	18
30	240	2.5	20

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

**Memorandum of Understanding Between the  
Canadian Food Inspection Agency (CFIA)  
and the  
Public Service Alliance of Canada (PSAC)**

**\*\* Retention Allowance for Compensation Advisors**

**\*\***

1. In an effort to increase retention of all Compensation Advisors at the AS-01, AS-02 and AS-03 group and levels working at the Canadian Food Inspection Agency (including satellite offices), the Employer will provide a "Retention Allowance" for the performance of Compensation duties in the following amount and subject to the following conditions:

- \*\*** a. Commencing on the date of signing of this Collective Agreement and ending with the signing of a new agreement, employees falling into the categories listed above shall be eligible to receive an allowance to be paid biweekly;
- \*** b. The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eight eight (260.88);

**\*\* Retention Allowance**

**\*\*** Annual amount: \$2,500  
**\*\*** Daily amount: \$9.58

- \*** c. The Retention Allowance specified above does not form part of an employee's salary;
- \*** d. The Retention Allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances payable under articles 41 and 43 of this collective agreement;
- \*\*** e. Subject to (f) below, the amount of the Retention Allowance payable is that amount specified in paragraph 1(b) for the level prescribed in the certificate of appointment of the employee's AS-01, AS-02 or AS-03 position.
- \*\*** f. When a Compensation Advisor as defined in clause 1 is required by the Employer to perform the duties of a classification level that does not have the Retention Allowance, the Retention Allowance shall not be payable for the period during which the employee performs the duties.

**\*\***

2. A part-time employee receiving the allowance shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at their hourly rate of pay.

**\***



3. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.

\*\*

4. This Memorandum of Understanding expires with the signing of a new Collective Agreement.

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

**Memorandum of Understanding  
Between  
the Canadian Food Inspection Agency (The Employer)  
and  
the Public Service Alliance of Canada**

**Incentives for the Recruitment and Retention of Compensation Advisors**

**Part A. - Incentives**

Commencing on the date of signing of this Memorandum of Understanding, and ending June 1, 2018, Compensation Advisors eligible for the Retention Allowance for Compensation Advisors (hereafter referred to as "employees") shall be eligible to receive the following incentive payments:

**1. One-time Incentive Payment**

The Employer will provide an incentive payment to employees of \$4,000, only once during the employee's entire period of employment in the federal public service.

**Current Employees** will receive the incentive payment as two (2) \$2,000 lump sums, one payable effective the date of signing of this MOU and one payable July 1, 2018.

**New Recruits** hired after the signing of this MOU and prior to June 1, 2018, will receive the incentive payment after completing a one-year period of continuous employment.

**Retirees** who come back to work as Compensation Advisors after the signing of this MOU and prior to June 1, 2018, will earn the incentive payment through pro-rated payments over a six-month contiguous or non-contiguous period of employment, starting upon commencement of employment. The full amount of the incentive payment will be pro-rated to the period worked up to a maximum period of six months, and paid in increments on a bi-weekly basis. The qualifying period to receive the award is shorter than the qualifying period for new recruits in recognition of the experience a retiree will contribute to the operations immediately upon hiring.

**Part-time employees** shall be entitled to the payment on a pro rata basis based on actual hours worked during the relevant qualifying period as per the above, as a percentage of full time hours.

**2. Overtime**

Overtime shall be compensated at double (2) time for overtime worked during the period between August 1, 2017 and June 1, 2018.

**3. (a) Carry-Over and/or Liquidation of Vacation Leave**

- i. Where, in the vacation year 2017-2018, an employee has not been granted all of the vacation leave credited to the employee, the unused portion of their vacation leave on March 31, 2018 shall be carried over into the following vacation year.
- ii. If on March 31, 2019, an employee has more than two hundred and sixty-two decimal five (262.5) hours of unused vacation leave credits, a minimum of seventy-five (75) hours per

year of the excess balance shall be granted or paid, in accordance with the employee's choice, by March 31 of each year commencing March 31, 2019, until all vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay, as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31, 2018.

**(b) Compensation in cash or leave with pay**

All compensatory leave earned in the fiscal year 2016-2017 and outstanding on September 30, 2017, shall not be paid out, in whole or in part, other than at the request of the employee and with the approval of the Employer. Should the employee request accumulated compensatory leave be paid out on September 30, 2017, it will be paid out at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position on September 30, 2017. All compensatory leave earned in the fiscal year 2017-2018, shall not be paid out, in whole or in part, other than at the request of the employee and with the approval of the Employer. For greater clarity, the provisions of article 34.01 of the Collective Agreement remain applicable. Should the employee request accumulated compensatory leave be paid out on September 30, 2018, it will be paid out at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position on September 30, 2018.

**Part B. – Other Provisions**

Pay processing of the incentive payments for retirees and part-time employees, as well as overtime will be implemented within 150 days following the signature of this agreement.

The Parties agree that the terms of this Memorandum of Understanding will not be affected by any notice to bargain served under section 106 of the *Federal Public Sector Labour Relations Act*. As such, the terms and conditions set out in this Memorandum of Understanding will cease on the dates indicated in the Memorandum of Understanding and will not be continued in force by the operation of s.107.

Prior to June 1, 2018 the Parties may agree by mutual consent to extend the limitation periods set out in clauses 2 and 3. (a) and (b), based on an assessment of working conditions, recruitment and retention issues with Compensation Advisors and the need to continue to provide for increased capacity.

The Parties recognize that an extension of these clauses is made without prejudice or precedent and will in no way bind the parties to any particular position that they may wish to take on overtime, carry-over and/or liquidation of vacation leave or compensation in cash or leave with pay issues during any round of collective bargaining.

## **APPENDIX "F"**

### **Memorandum of Understanding**

#### **Hours of Work**

Within ninety (90) days of ratification of this Collective Agreement, the Parties will meet to engage in meaningful consultation on any Employer plans to schedule weekend shifts for employees not currently working weekends, prior to the implementation of any such shift.

## **APPENDIX "G"**

### **Memorandum of Understanding**

#### **Article 60: Wash-up Time**

The Parties acknowledge that the current amount of wash-up time in Article 60.01 may not meet the needs of all employees due to the many different sizes and layouts of slaughterhouses across the country.

Within ninety (90) days of ratification of this Collective Agreement, the Parties will meet to engage in meaningful consultation with each Region to further define any issue surrounding wash-up time, review the situation in the various workplaces, analyze the results and determine potential solutions to reasonably resolve any issues, both in the short and long term. Such potential solutions may include the staggering of starting times to ensure adequate coverage and adequate wash-up time, and to ensure that employees receive their scheduled breaks.

**\*\* APPENDIX “H”**

**Memorandum of Understanding**

**Employee Wellness**

Further to the Memorandum of Agreement on Supporting Employee Wellness between Treasury Board and the Public Service Alliance of Canada:

The Canadian Food Inspection Agency and the Public Service Alliance of Canada (PSAC) agree to undertake the necessary steps in order to implement applicable changes resulting from the findings/conclusions of the joint Treasury Board/PSAC Task Force on supporting employee wellness. The parties agree to continue the current practice of working collaboratively to address concerns with respect to employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.