

**Employer Proposals**  
**For the**  
**Public Service Alliance of Canada (PSAC) Group**  
**Collective Agreement**

**Canadian Food Inspection Agency (CFIA)**

**January 15, 2008**

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## GENERAL

Without prejudice, attached are the Employer proposals for the negotiations of a collective agreement covering the employees of the Public Service Alliance of Canada bargaining unit.

Unless otherwise indicated, the proposals apply to the collective agreement now in existence and have been formulated by references to articles and clauses of that collective agreement.

The Employer has indicated in these proposals that it wishes to enter into discussions with the union on certain topics.

The Employer reserves the right to present other proposals as well as counter-proposals with respect to union demands. Furthermore, the Employer also proposes that articles of the agreement that are not ultimately dealt with as proposals by the parties, shall be renewed with appropriate editorial modification to ensure compatibility with other articles as finally agreed.

**NOTE:** Text that has been **bolded** signifies a change to the existing collective agreement or a new clause. Where there has been a deletion of text, it is indicated by the ~~strikeout~~ mode.

## **OBJECTIVES**

The Employer's objectives in negotiation of the new collective agreement will focus on:

- Retaining and developing the human resources necessary to carry out the mandate of the Canadian Food Inspection Agency by creating a positive workplace and offering competitive compensation and working conditions.
- Ensuring that the terms and conditions of employment are sufficiently flexible to allow the Employer and the employees to adapt to changing conditions.
- Increasing its ability to serve the Agency's clients efficiently in a cost conscious environment.
- Removing all references to furlough leave.
- Amalgamating repetitive language with regard to compensatory leave under a single heading.
- Ensuring consistency with regard to language within the collective agreement.

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## ARTICLE 2 - INTERPRETATIONS AND DEFINITIONS

### Excluded Provisions

Sub-clauses 2.01(g), (h), (r) and (w) do not apply to bargaining unit employees classified as GL or GS.

### ~~Alternate Provisions (MOVED - FORMATTING CHANGE ONLY)~~

~~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 cash 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 compensateur)
- (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)
- (g) "day" means a twenty-four (24) hour period commencing at 00:01 hours;
- (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 *Public Service 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) "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 ( $\frac{1}{2}$ ) or more of the hours worked fall on that day;
    - or
    - (B) on the day it terminates where more than half ( $\frac{1}{2}$ ) of the hours worked fall on that day;
- (m) "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)
- (n) "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)
- (o) "leave" means authorized absence from duty by an employee during the employee's regular or normal hours of work; (congé)
- (p) "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)
- (q) "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;

- (r) "remuneration" means pay and allowances; (rémunération)
- (s) "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)
- (t) "straight-time rate" means the employee's hourly rate of pay; (tarif normal)
- (u) "time and one-half" means one decimal five (1.5) times the employee's hourly rate of pay; (tarif et demi)
- \*\* (v) "Union" means the Public Service Alliance of Canada; (Syndicat)
- (w) "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 (MOVED TO)**

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

- (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 25.14, 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)

## ARTICLE 13 - LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

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

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

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

and

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

## ARTICLE 24 - HOURS OF WORK

### ~~Excluded Provisions (MOVED - FORMATTING CHANGE ONLY)~~

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

### ~~Alternate Provisions (MOVED - FORMATTING CHANGE ONLY)~~

~~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.

### ~~Excluded Provisions (MOVED - FORMATTING CHANGE ONLY)~~

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

**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 ( $\frac{1}{2}$ ) hour or within an eight decimal five (8.5) hour period where the lunch period is more than one half ( $\frac{1}{2}$ ) 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 **five (5)** ~~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 cash 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 ( $\frac{1}{2}$ ) 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 cash premium payment of twenty dollars (\$20.00) in addition to regular daily pay;

(vi) total cash 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 **three (3)** ~~two (2)~~ months and to post schedules at least **five (5)** ~~seven (7)~~ days in advance of the starting date of the new schedule.

**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.

#### **Alternate Provisions (MOVED TO)**

**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.**

#### **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 (½) 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 **forty-eight (48) hours'** ~~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 (1½) 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**

#### **Excluded Provisions (NEW - FORMATTING CHANGE ONLY)**

**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.

**Alternate Provisions (NEW - FORMATTING CHANGE ONLY)**

**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)

**Excluded Provisions (NEW - FORMATTING CHANGE ONLY)**

**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.

**Alternate Provision (NEW - FORMATTING CHANGE ONLY)**

**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 ( $1\frac{1}{2}$ ) up to his or her regular scheduled hours worked and at double (2) time for all hours worked in excess of his or her regular scheduled hours.

(e) Travel

Overtime compensation referred to in clause 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 62.07(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 ( $1\frac{3}{4}$ ).~~

## ARTICLE 27 - OVERTIME

### 27.01 General

- (a) An employee is entitled to overtime compensation for each completed period of fifteen (15) minutes of overtime worked by him or her:
  - (i) when the overtime work is authorized in advance by the Employer
  - and
  - (ii) when the employee does not control the duration of the overtime work.
- (b) Employees shall record starting and finishing times of overtime work in a manner determined by the Employer.

### 27.02 Overtime Rate

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

- (a) time and one-half (1½) except as provided for in sub-clause 27.02 (b) or (c);

#### Excluded Provision (NEW - FORMATTING CHANGE ONLY)

Sub-clause 27.02 ~~27.04~~ (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;

#### Alternate Provision (NEW - FORMATTING CHANGE ONLY)

Sub-clause 27.02 ~~27.04~~(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.

(REPLACE BY NEW COMPENSATORY LEAVE ARTICLE)

~~27.03~~ ~~27.02~~ (a) Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay;

- ~~(b) The Employer shall endeavour to make cash payment for overtime by the fourth (4<sup>th</sup>) week after which the employee submits the request for payment;~~
- ~~(c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer;~~
- ~~(d) Compensatory leave earned in a fiscal year and outstanding on September 30<sup>th</sup> of the following fiscal year shall be paid for in cash 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 end of the fiscal year in question.~~

**27.04** ~~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.

**27.05** ~~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.

**27.06** ~~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 **to a maximum of 50 kilometers per travel (maximum roundtrip of 100 km) between the employee's workplace and residence** 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.

- 27.07** ~~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.
- 27.08** ~~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.
- 27.09** ~~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.

## 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) hour's pay **at the straight-time rate**, ~~at the applicable overtime rate of pay~~ **which shall only apply once during a single eight (8) hour period, starting when the employee first commences the work** 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 60.06 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** (REPLACED BY NEW COMPENSATORY LEAVE ARTICLE)

- ~~28.05~~ (a) — Compensation earned under this article shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.
- (b) — The Employer shall endeavour to make cash payment for overtime by the fourth (4<sup>th</sup>) week after which the employee submits the request for payment.
- (c) — The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- (d) — Compensatory leave earned in a fiscal year and outstanding on September 30<sup>th</sup> of the following fiscal year shall be paid for in cash 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 end of the fiscal year in question.

## ARTICLE 29 - STANDBY

**29.01** Where the Employer requires an employee to be **readily** available on standby, without the agreed notice of cancellation, during off-duty hours, such employee shall be compensated at the rate of one-half ( $\frac{1}{2}$ ) 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 **readily** available during his or her period of standby at a known telephone number and be available to return for work as quickly as possible, **and within a reasonable time frame determined by the Employer**, 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;

### (REPLACED BY NEW COMPENSATORY LEAVE ARTICLE)

~~(c) Stand-by shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, standby may be compensated in equivalent leave with pay;~~

~~(d) Compensatory leave earned in a fiscal year and outstanding on September 30<sup>th</sup> of the following fiscal year shall be paid for in cash 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 end of the fiscal year in question.~~

~~(e) the Employer shall endeavour to make cash payment for overtime 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.

## 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 60.05.
- 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 Compensation in cash or leave with pay~~** (REPLACED BY NEW COMPENSATORY LEAVE ARTICLE)
- ~~(a) Compensation earned under this Article shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay;~~
- ~~(b) The Employer shall endeavour to make cash payment for overtime by the fourth (4<sup>th</sup>) week after which the employee submits the request for payment;~~
- ~~(c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer;~~
- ~~(d) Compensatory leave earned in a fiscal year and outstanding on September 30<sup>th</sup> of the following fiscal year shall be paid for in cash 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 end of the fiscal year in question.~~

## ARTICLE 31 - DESIGNATED PAID HOLIDAYS

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

- (a) time and one-half (1½) 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 (2.0 ₣) 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 (2.0 ₣) 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 (2.0₣) 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.

## ARTICLE 33 - TRAVELLING TIME

### **Excluded Provisions (MOVED - FORMATTING CHANGE ONLY)**

~~Sub-clauses 33.08(a) and (b) do not apply to bargaining unit employees classified as GL or GS.~~

### **Alternate Provisions (MOVED - FORMATTING CHANGE ONLY)**

~~Sub-clauses 33.08(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 three (3) 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 twelve (12) 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 twelve (12) hours' pay at the straight-time rate of pay.
- (d) For the purposes of clause 33.04(b) and (c), should a period of work and travel continue into the next day, the employee's total travel period will be deemed to have taken place on the day it started.**

**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.

#### REPLACED BY NEW ARTICLE

- ~~**33.07** (a) Upon request of an employee and with the approval of the Employer, compensation at the overtime rate earned under this Article may be granted in compensatory leave with pay.~~
- ~~(b) Compensatory leave earned in a fiscal year and outstanding on September 30<sup>th</sup> of the following fiscal year shall be paid for in cash 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 end of the fiscal year in question.~~

#### **Excluded Provisions (NEW - MOVED TO)**

**Sub-clauses 33.08(a) and (b) do not apply to bargaining unit employees classified as GL or GS.**

#### **33.08 Travel Status Leave**

- (a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his 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.

**Alternate Provisions (NEW - MOVED TO)**

**Sub-clauses 33.08(c) and (d) apply only to bargaining unit employees classified as GL or GS.**

- (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.

**\*\*NEW\*\***

**COMPENSATORY LEAVE WITH PAY**

- XX.01 (a)** All overtime, travelling time compensated at overtime rates, standby, call-back and reporting pay shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, it may be compensated in equivalent leave with pay.
- (b)** Subject to operational requirements and adequate advance notice, the Agency shall grant compensatory leave at times convenient to both the employee and the Employer.
- (c)** 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 once per fiscal year, 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.
- (d)** Compensatory leave earned in a fiscal year, and outstanding as of September 30th of the following fiscal year, shall be paid for in cash at the employee's rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the fiscal year in question.

## ARTICLE 36 - LEAVE GENERAL

### Excluded Provision

**Sub-clause 36.01(a) does not apply to bargaining unit employees classified as GL or GS.**

### ~~Alternate Provision (MOVED - FORMATTING CHANGE ONLY)~~

~~Sub-clause 36.01(b) applies only to bargaining unit employees classified as GL or GS.~~

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

**36.01** (a) When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one (1) day being equal to seven decimal five (7.5) hours.

### ~~Alternate Provision (MOVED TO - FORMATTING CHANGE ONLY)~~

**Sub-clause 36.01(b) applies only to bargaining unit employees classified as GL or GS.**

- (b) When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one (1) day being equal to eight (8) hours.
- (c) 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.
- (d) Notwithstanding the above, in the Article 49 (Bereavement Leave with Pay) a "day" will mean a calendar day.

**36.02** 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.

**36.03** 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.

(...)

~~**36.06** An employee who, on the day that this Agreement is signed, is entitled to receive furlough leave, that is to say, five (5) weeks' leave with pay upon completing twenty (20) years of continuous employment, retains his or her entitlement to furlough leave subject to the conditions respecting the granting of such leave that are in force on the day that this Agreement is signed.~~

## ARTICLE 37 - VACATION LEAVE WITH PAY

~~Excluded Provision (MOVED - FORMATTING CHANGE ONLY)~~

~~Sub-clauses 37.13(a) and 37.13(b) do not apply to bargaining unit employees classified as GL or GS.~~

~~Alternate Provision (MOVED - FORMATTING CHANGE ONLY)~~

~~Sub-clauses 37.02(b), 37.13(c) and 37.13(d) apply only to bargaining unit employees classified as GL or GS.~~

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

~~Excluded Provision (MOVED - FORMATTING CHANGE ONLY)~~

~~Sub-clauses 37.02(a) does not apply to bargaining unit employees classified as GL or GS.~~

### Accumulation of Vacation Leave Credits

**37.02** (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;

~~however, an employee who is entitled to or who has received furlough leave shall have the vacation leave credits earned under this Article, reduced by three decimal one two five (3.125) hours per month from the beginning of the month in which the employee~~

~~completes his or her twentieth (20<sup>th</sup>) year of service until the beginning of the month in which the employee completes his or her twenty-fifth (25<sup>th</sup>) year of service~~

### **Alternate Provision (MOVED - FORMATTING CHANGE ONLY)**

#### **Sub-clauses 37.02(b) applies only to bargaining unit employees classified as GL or GS.**

- (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;

~~however, an employee who is entitled to or who has received furlough leave shall have the vacation leave credits earned under this Article, reduced by three decimal three four (3.34) hours per month from the beginning of the month in which the employee completes his or her twentieth (20<sup>th</sup>) year of service until the beginning of the month in which the employee completes his or her twenty-fifth (25<sup>th</sup>) year of service,~~

- (c) For the purpose of this clause only, all service within the Public Service and the Canadian Food Inspection Agency, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Canadian Food Inspection Agency or the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Canadian Food Inspection Agency within one (1) year following the date of lay-off.

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

**37.03** 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**

- 37.04 (a)** Employee's are expected to expend all of their vacation leave during the vacation year in which it is earned.
- (b)** Subject to the following subparagraphs, the Employer reserves the right to schedule an employee's vacation leave earned in the current or prior year(s) but shall make every reasonable effort:
- (i)** to provide an employee's vacation leave in an amount and at such time as the employee may request, if so requested by the employee not later than June 1;
  - (ii)** not to recall an employee to duty after the employee has proceeded on vacation leave;
  - (iii)** not to cancel nor alter a period of vacation leave which has been previously approved in writing .

~~**37.04** 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.~~

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

**37.06** 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.

**37.07** 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**

**37.08** (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 ~~or furlough 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 37.08(b) to be reimbursed for reasonable expenses incurred by the employee.

### **Leave When Employment Terminates**

**37.09** 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 ~~and furlough 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 ~~and furlough~~ 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.

**37.10** Notwithstanding clause 37.09, 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 37.09, if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

### **Advance Payments**

~~**37.11** 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 or ALTERATION of Vacation Leave**

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

### **Excluded Provision (MOVED - FORMATTING CHANGE ONLY)**

**Sub-clauses 37.13(a) and 37.13(b) do not apply to bargaining unit employees classified as GL or GS.**

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

**37.13** (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 **one hundred and eighty-seven decimal five (187.5)** ~~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 **one hundred and eighty-seven decimal five (187.5)** ~~two hundred and sixty-two decimal five (262.5)~~ hours shall be automatically paid in cash 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 37.13(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 **one hundred and eighty-seven decimal five (187.5)** ~~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 in cash by March 31<sup>st</sup> of each year, until all vacation leave credits in excess of **one hundred and eighty-seven decimal five (187.5)** ~~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 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.

### **Alternate Provision (MOVED - FORMATTING CHANGE ONLY)**

**Sub-clauses 37.13(c) and 37.13(d) apply only to bargaining unit employees classified as GL or GS.**

(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 (200)** ~~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 in cash 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 37.13(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 (200)** ~~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 in cash by March 31<sup>st</sup> of each year, until all vacation leave credits in excess of **two hundred (200)** ~~two hundred and eighty (280)~~ hours have been liquidated. Payment shall be in one instalment 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.

(...)

## ARTICLE 38 - SICK LEAVE WITH PAY

### Excluded Provisions (NEW - FORMATTING CHANGE ONLY)

Sub-clauses 38.01(a) and 38.01(c) and ~~38.04(a)~~ do not apply to bargaining unit employees classified as GL or GS.

### Alternate Provisions

Sub-clauses 38.01(b) and 38.01(d) and ~~38.04(b)~~ apply only to bargaining unit employees classified as GL or GS.

### Credits

- 38.01** (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

**38.02** 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.

**38.03** 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 38.02(a).

**Notwithstanding the aforementioned, the Employer may at any time request a medical certificate from the employee. The Employer may also obtain a medical opinion on the employee's ability to perform all or a portion of his or her duties.**

## **Excluded Provisions (NEW - FORMATTING CHANGE ONLY)**

**Sub-clauses 38.04(a) does not apply to bargaining unit employees classified as GL or GS.**

**38.04 (a)** When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 38.02, 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.

## **Alternate Provisions (NEW - FORMATTING CHANGE ONLY)**

**Sub-clauses 38.04(b) apply only to bargaining unit employees classified as GL or GS.**

(b) When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 38.02, 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.

**38.05** 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.

**38.06** 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.

**38.07** 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.

**38.08** 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 40.

## ARTICLE 47 - MARRIAGE LEAVE WITH PAY

### Excluded Provisions

**Sub-clauses 47.01(a) does not apply to bargaining unit employees classified as GL or GS.**

**47.01** (a) After the completion of one (1) year's continuous employment in the Public Service and 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.

### Alternate Provisions

**Sub-clauses 47.01(b) applies only to bargaining unit employees classified as GL or GS.**

(b) After the completion of one (1) year's continuous employment in the Public Service and 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.

### Excluded Provisions

**Sub-clauses 47.02(a) does not apply to bargaining unit employees classified as GL or GS.**

**47.02** (a) Where same-sex marriage is not available and after the completion of one (1) year's continuous employment in the Public Service and 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.

### Alternate Provisions

**Sub-clauses 47.02(b) applies only to bargaining unit employees classified as GL or GS.**

(b) Where same-sex marriage is not available and after the completion of one (1) year's continuous employment in the Public Service and 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.

(...)

## ARTICLE 49 - BEREAVEMENT LEAVE WITH PAY

- 49.01** For the purpose of this Article, immediate family is defined as father, mother (or alternatively step-father, step-mother, or foster parent), brother, sister, spouse (including common-law partner resident with the employee), child (including child of spouse or common-law partner), step-child or ward of the employee, grandchild, father-in-law, mother-in-law, and grandparent, and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- 49.02** When a member of the employee's immediate family dies, an employee shall be entitled to a **single** bereavement period of five (5) consecutive calendar days. **Such bereavement period, as determined by the employee, which must include the day of the funeral 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.
- 49.03** An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- 49.04** If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 49.02 and 49.03, 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.
- 49.05** 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 49.02 and 49.03.

## **ARTICLE 53 - LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

**53.01** 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.

### **53.02 Volunteer Leave**

#### **Excluded Provision (NEW - FORMATTING CHANGE ONLY)**

**Sub-clause 53.02(a) does not apply 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 ten (10) days, the employee shall be granted, in each fiscal year, one (1) day's 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.

#### **Alternate Provision (NEW - FORMATTING CHANGE ONLY)**

**Sub-clause 53.02(b) applies only to bargaining unit employees classified as GL or GS.**

- (b) Subject to operational requirements as determined by the Employer and with an advance notice of at least ten (10) days, the employee shall be granted, in each fiscal year, one (1) day's 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.

### **53.03 Personal Leave**

#### **Excluded Provisions**

**Sub-clause 53.03(a) does not apply 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 ten (10) days, the employee shall be granted, in each fiscal year, one (1) day's 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.

#### **Alternate Provision (NEW - FORMATTING CHANGE ONLY)**

**Sub-clause 53.03(b) applies only to bargaining unit employees classified as GL or GS.**

- (b) Subject to operational requirements as determined by the Employer and with an advance notice of at least ten (10) days, the employee shall be granted, in each fiscal year, one (1) day's 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 - STATEMENT OF DUTIES

**55.01** Upon written request, an employee shall be provided with a **copy of the** ~~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 58 - MEMBERSHIP FEES**

- 58.01** 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.
- 58.02** 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) or the Association of Certified General Accountants (CGA), when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.
- 58.03** 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:
- (a) 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 58.02 to a maximum of one thousand dollars (\$1,000),
  - ~~(b) effective January 1, 2004, upon receipt of proof of payment, the reimbursement referred to in (a) above will commence for fees that become due for 2004.~~
- 58.04** Reimbursement covered by this Article does not include arrears of previous years' dues.
- 58.05** Membership dues referred to in Article 10 (Check-Off) of this Agreement are specifically excluded as reimbursable fees under this Article.

## ARTICLE 59 - WASH-UP TIME

**59.01** 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.

~~**59.02** Wash-up time permitted pursuant to clause 59.01 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 60 - PART-TIME EMPLOYEES

### 60.01 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 *Public Service Labour Relations Act*.

#### General

#### Excluded Provision (NEW - FORMATTING CHANGE ONLY)

**Sub-clause 60.02(a) does not apply to bargaining unit employees classified as GL or GS.**

**60.02 (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).

#### Alternate Provision (NEW - FORMATTING CHANGE ONLY)

**Sub-clause 60.02(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).

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

#### Excluded Provision (NEW - FORMATTING CHANGE ONLY)

**Sub-clause 60.04(a) does not apply to bargaining unit employees classified as GL or GS.**

**60.04 (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.

#### Alternate Provision (NEW - FORMATTING CHANGE ONLY)

**Sub-clause 60.04(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

### 60.05 Reporting Pay

Subject to clause 60.04, 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.

### 60.06 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**

**60.07** 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.

### **Excluded Provision (NEW - FORMATTING CHANGE ONLY)**

**Sub-clause 60.08(a) does not apply to bargaining unit employees classified as GL or GS.**

**60.08** (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 (1½) of the straight-time rate of pay for all hours worked up to seven decimal five (7.5) hours and double time (2.0~~7~~) thereafter.

### **Alternate Provision (NEW - FORMATTING CHANGE ONLY)**

**Sub-clause 60.08(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 (1½) of the straight-time rate of pay for all hours worked up to eight (8) hours and double time (2.0~~7~~) thereafter.

### **Vacation Leave**

#### **Excluded Provision**

**Sub-clause 60.10 (a) does not apply to bargaining unit employees classified as GL or GS.**

#### **~~Alternate Provision (MOVED - FORMATTING CHANGE ONLY)~~**

**~~Sub-clause 60.10 (b) applies only to bargaining unit employees classified as GL or GS.~~**

**60.10** (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 37.02 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;

**Alternate Provision (MOVED - FORMATTING CHANGE ONLY)**

**Sub-clause 60.10 (b) applies only to bargaining unit employees classified as GL or GS.**

- (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 37.02 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;

~~(c) however, a part-time employee who has received or is entitled to receive furlough leave shall have his or her vacation leave credits earned reduced by decimal zero eight three (.083) of the hours in the part-time work week, beginning in the month in which the twentieth (20<sup>th</sup>) anniversary of service occurs until the beginning of the month in which his or her twenty-fifth (25<sup>th</sup>) anniversary of service occurs.~~

## ARTICLE 62 - PAY ADMINISTRATION

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

**62.02** 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.

**62.03** (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 62.03(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 62.03(b) for one dollar or less.

**62.04** 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.

**62.05** 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.

**62.06** 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.

**Excluded Provisions (NEW - FORMATTING CHANGE ONLY)**

**62.07 Sub-clause 62.07(a) does not apply to employees covered by sub-clause 62.07(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.

**Alternate Provision (NEW - FORMATTING CHANGE ONLY)**

**Sub-clause 62.07(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.

**62.08** When the regular pay day for an employee falls on his or her day of rest, every effort shall be made to issue his or her cheque on his or her last working day, provided it is available at his or her regular place of work.

## ARTICLE 63 - NATIONAL JOINT COUNCIL AGREEMENTS

**63.01** 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 **and as amended from time to time** will form part of this Collective Agreement, subject to the *Public Service Labour Relations Act* (PSLRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in Section 113 of the PSLRA.

**63.02** The NJC items which may be included in a collective agreement are those items which parties to the NJC Agreements have designated as such or upon which the Chairman of the Public Service Labour Relations Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978 **and 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
- Memorandum of Understanding on the definition of spouse
- Public Service Health Care Plan Directive
- NJC Integrated Relocation Directive
- Travel Directive;
- Uniforms Directive

### OCCUPATIONAL SAFETY AND HEALTH

- Occupational Safety and Health Directive
- Committees and Representatives Directive
- Motor Vehicle Operations Directive
- Pesticides Directive
- Refusal to Work 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 of clause 17.23 of this collective agreement.

## **ARTICLE 65 - DURATION**

**The Agency reserves the right to make proposals with regard to the duration of the collective agreement at a later date.**

## **APPENDIX A - RATES OF PAY AND PAY NOTES**

**The Agency reserves the right to make proposals with regard to Rates of Pay at a later date.**

**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