



Treasury Board of Canada  
Secretariat

Secrétariat du Conseil du Trésor  
du Canada

# **Agreement between the Treasury Board and The Association of Public Service Financial Administrators**

Group: Financial Management  
(All Employees)

CODE: 304

Collective Agreement was in force from October 16, 2000 to  
November 6, 2001

**Canada**

Association of  
Public Service  
Financial  
Administrators



Association des  
gestionnaires  
financiers de la  
Fonction publique



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Expiry Date: November 6, 2001

Treasury Board of Canada Secretariat  
Labour Relations Division  
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\*\*Asterisks denote changes from the previous Collective Agreement.



**PART I – GENERAL**

**ARTICLE 1**  
**PREAMBLE**

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

\*\*

**1.02** The Employer recognises the Association as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on June 3, 1999, covering employees of the Financial Management Group (FI).

\*\*

**1.03** The parties to this Agreement share a desire to improve the quality of financial management within the Public Service of Canada, to maintain and enhance professional standards, and to promote the well-being and increased efficiency of its employees to the end that the people of Canada will be well served.

\*\*

**1.04** The parties acknowledge the mutual benefits to be derived from joint consultation on matters of professional development and community interests.

**1.05** Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the Public Service.

**ARTICLE 2**  
**INTERPRETATION AND DEFINITIONS**

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

**“allowance”** means compensation payable for the performance of special or additional duties (indemnité),

**“Association”** means the Association of Public Service Financial Administrators (Association),

\*\*

**“bargaining unit”** means the employees of the Employer in the Financial Management Group as described in the certificate issued by the Public Service Staff Relations Board on the 3<sup>rd</sup> day of June 1999 (unité de négociation),

\*\*

a **“common-law spouse”** relationship exists when, for a continuous period of at least one (1) year, an employee has lived with a person, publicly represented that person to be his spouse and continues to live with the person as if that person were his spouse (conjoint de fait),

**“compensatory leave”** means leave with pay in lieu of cash payment for overtime; the duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate; the rate of pay to which an employee is entitled during such leave shall be based on his hourly rate of pay as calculated from the classification prescribed in his certificate of appointment on the day immediately prior to the day on which leave is taken (congé compensateur),

**“continuous employment”** has the same meaning as specified in the existing *Public Service Terms and Conditions of Employment Regulations* of the Employer on the date of signing of this Agreement (emploi continu),

**“daily rate of pay”** means an employee’s weekly rate of pay divided by five (5) (taux de rémunération journalier),

**“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 his position other than by reason of him being on leave or absent from duty without permission (jour de repos),

**“employee”** means a person so defined in the *Public Service Staff Relations Act*, and who is a member of the Financial Management bargaining unit (fonctionnaire),

**“Employer”** means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board (Employeur),

**“holiday”** means the twenty-four (24)-hour period commencing at 00:00 hours of a day designated as a paid holiday in this Agreement (jour férié),

**“hourly rate of pay”** means a full-time employee’s weekly rate of pay divided by the normal number of hours in his work week (taux de rémunération horaire),

**“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),

**“leave”** means authorized absence from duty by an employee during his regular or normal hours of work (congé),

**“membership dues”** means the dues established pursuant to the constitution of the Association as the dues payable by its members as a consequence of their membership in the Association, and shall not include any initiation fee, insurance premium, or special levy (cotisations syndicales),

**“overtime”** (heures supplémentaires), means:

- (a) in the case of a full-time employee, authorized work in excess of his scheduled hours of work,  
  
or
- (b) in the case of a part-time employee, authorized work performed in excess of seven point five (7.5) hours per day or thirty-seven point five (37.5) hours per week, but does not include time worked on a holiday,  
  
or
- (c) for any employee whose normal scheduled hours of work are in excess of seven point five (7.5) hours per day, authorized work performed in excess of those normal scheduled daily hours or an average of thirty-seven point five (37.5) hours per week,

**“spouse”** will, when required, be interpreted to include “common-law spouse” except, for the purposes of the Foreign Service Directives, the definition of “spouse” will remain as specified in Directive 2 of the Foreign Service Directives (conjoint),

**“straight-time rate”** means the employee’s hourly rate of pay (tarif normal),

“**weekly rate of pay**” means an employee’s annual rate of pay divided by fifty-two point one seven six (52.176) (taux de rémunération hebdomadaire).

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

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

### **ARTICLE 3 APPLICATION**

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

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

**3.03** The parties to this Agreement share a desire to eliminate sexual stereotyping and, to this end, have agreed to give equal importance to both sexes in alternating the use of the feminine and masculine genders in the wording of this Agreement. Therefore, unless otherwise indicated by the context, what is formulated in the feminine gender includes the masculine and vice versa.

### **ARTICLE 4 STATE SECURITY**

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

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

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

**PART II - STAFF RELATIONS MATTERS**

**ARTICLE 6**  
**EMPLOYEE REPRESENTATIVES**

- 6.01** The Employer acknowledges the right of the Association to appoint employees as Employee Representatives.
- 6.02** The Employer and the Association shall, by mutual agreement, determine the area to be serviced by each Employee Representative.
- 6.03** The Association shall notify the Employer promptly and in writing, of the names of its Employee Representatives appointed pursuant to clause 6.02 and of any subsequent changes.
- 6.04** An Employee Representative shall obtain the permission of his immediate supervisor before leaving work to investigate employee complaints, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Upon the resumption of the normal duties of the Employee Representative, he shall report back to the supervisor, where practicable.

**ARTICLE 7**  
**USE OF EMPLOYER FACILITIES**

- 7.01**
- (a) A duly accredited representative of the Association may be permitted access to the Employer's premises. Permission to enter the premises shall be obtained from the Employer.
  - (b) The Association shall provide the Employer a list of such representatives and shall advise promptly of any changes made to the list.
- 7.02** Space on bulletin boards will be made available to the Association for the posting of official Association notices, in convenient locations determined by the Employer. The posting of notices or other material shall require the prior approval of the Employer, except notices of Association business affairs and meetings, and Association elections, the names of the Association's representatives and Employee Representatives and social and recreational events. The Employer reserves the right to refuse the posting of any information which it considers adverse to its interests or to the interests of any of its representatives.



**7.03** The Employer will also continue its present practice of making available to the Association specific locations on its premises, where it is practical to do so, for the placement of reasonable quantities of literature of the Association.

## **ARTICLE 8**

### **CHECK-OFF**

**8.01** Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.

**8.02** The Association shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee. In addition, the Association shall advise the Employer in writing at least three (3) months prior to the effective date of any amendment to the amount of the authorized monthly deduction. Such amendments shall only be made once each fiscal year.

**8.03** For the purpose of applying clause 8.01, deductions from pay for each employee in respect of each calendar month will start with the first (1<sup>st</sup>) full calendar month of employment to the extent that earnings are available.

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

**8.05** No employee organization, as defined in Section 2 of the *Public Service Staff Relations Act*, other than the Association, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees.

**8.06** The amounts deducted in accordance with clause 8.01 shall be remitted to the Treasurer of the Association by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

**8.07** The Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

## **ARTICLE 9 INFORMATION**

**9.01** The Employer agrees to supply the Association each quarter with the name, geographic location and classification of each new employee.

\*\*

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

\*\*

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

## **ARTICLE 10 EMPLOYEES ON PREMISES OF OTHER EMPLOYERS**

\*\*

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

**ARTICLE 11**  
**RESTRICTION ON OUTSIDE EMPLOYMENT**

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

**ARTICLE 12**  
**LEAVE WITH OR WITHOUT PAY**  
**FOR ASSOCIATION BUSINESS**

**Leave for Elected Officials**

**12.01** When operational requirements permit, the Employer will grant leave without pay to an employee who is elected or appointed to a full-time Association office for a period in excess of three (3) months.

**Complaints made to the Public Service Staff Relations Board pursuant to Section 23 of the *Public Service Staff Relations Act***

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

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

and

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

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

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

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

and

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

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

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

and

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

**Arbitration Board Hearings, Conciliation Board Hearings and Alternative Dispute Resolution Process**

**12.05** When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Association before an Arbitration Board, a Conciliation Board or in an Alternative Dispute Resolution Process.

**12.06** The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board, a Conciliation Board or in an Alternative Dispute Resolution Process and, when operational requirements permit, leave with pay to an employee called as a witness by the Association.

**Adjudication**

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

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

### **Meetings During the Grievance Process**

**12.08** When operational requirements permit, the Employer will grant to an employee:

- (a) when the Employer originates a meeting with the employee who has presented the grievance, leave with pay when the meeting is held in the headquarters area of the employee and “on duty” status when the meeting is held outside the employee’s headquarters area,  
  
and
- (b) when an employee who has presented a grievance seeks to meet with the Employer, leave with pay to the employee when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

**12.09** When an employee wishes to represent, at a meeting with the Employer, an employee who has presented a grievance, the Employer will arrange the meeting having regard to operational requirements, and will grant leave with pay to the representative when the meeting is held in the representative’s headquarters area and leave without pay when the meeting is held outside the representative’s headquarters area.

**12.10** Where an employee has asked or is obliged to be represented by the Association in relation to the presentation of a grievance and an employee acting on behalf of the Association wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable leave with pay for this purpose when the discussion takes place in their headquarters area and reasonable leave without pay when it takes place outside their headquarters area.

### **Contract Negotiation Meetings**

**12.11** When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees for the purpose of attending contract negotiation meetings on behalf of the Association.

### **Preparatory Contract Negotiation Meetings**

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

**Meetings Between the Association and Management Not Otherwise Specified in this Article**

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

**12.14** Subject to operational requirements, the Employer shall grant leave without pay to a reasonable number of employees to attend meetings and conventions provided for in the constitution and by-laws of the Association.

**Representatives' Training Courses**

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

**12.16** An employee shall not be entitled to any compensation under Overtime and Travelling Time in respect of hours he is acting or travelling under the provisions of this Article.

**ARTICLE 13**

**ILLEGAL STRIKES**

**13.01** The *Public Service Staff Relations Act* provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including termination of employment pursuant to Section 11(2)(f) of the *Financial Administration Act*, for participation in an illegal strike as defined in the *Public Service Staff Relations Act*.

**ARTICLE 14**

**SUSPENSION AND DISCIPLINE**

**14.01** When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer shall endeavour to give such notification at the time of suspension.

**14.02** The Employer shall notify the National Office of the Association that such suspension has occurred.

**14.03** When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him the employee is entitled to have, at his request, a representative of the Association attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.

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

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

\*\*

**14.06** Where written departmental standards of discipline are developed or amended, the Employer agrees to supply sufficient information on the standards of discipline to the Association.

## **ARTICLE 15 HEALTH AND SAFETY**

**15.01** The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Association, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

## **\*\*ARTICLE 16 JOINT CONSULTATION**

**16.01** Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

**16.02** Without prejudice to the position the Employer or the Association may wish to take in future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.

**16.03** Within five (5) days of notification of consultation served by either party, the Association shall notify the Employer in writing of the representatives authorized to act on behalf of the Association for consultation purposes.

## **ARTICLE 17**

### **GRIEVANCE PROCEDURE**

**17.01** In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement and which the parties to this Agreement have endorsed, the grievance procedure will be in accordance with Part 14 of the NJC By-Laws.

**17.02** Subject to and as provided in Section 91 of the *Public Service Staff Relations Act*, an employee who feels that she has been treated unjustly or considers herself aggrieved by any action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 17.05 except that:

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

**17.03** Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following levels:

- (a) Level 1 - first level of management;



- (b) Levels 2 and 3 - intermediate level(s) where such level or levels are established in departments or agencies;
- (c) Final level - Deputy Head or the Deputy Head's authorized representative.

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

**17.04** The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Association.

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

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

**17.06** Where it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the date it is delivered to the appropriate office of the department or agency concerned. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

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

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

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

**17.10** An employee may present a grievance to the First Level of the procedure in the manner prescribed in clause 17.05, not later than the twenty-fifth (25<sup>th</sup>) day after the date on which she is notified orally or in writing or on which she first becomes aware of the action or circumstances giving rise to grievance.

**17.11** The Employer shall normally reply to an employee's grievance, at any level in the grievance procedure, except the final level, within ten (10) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the employee, she may submit a grievance at the next higher level in the grievance procedure within ten (10) days after that decision or settlement has been conveyed to her in writing.

**17.12** If the Employer does not reply within fifteen (15) days from the date that a grievance is presented at any level, except the final level, the employee may, within the next ten (10) days, submit the grievance at the next higher level of the grievance procedure.

**17.13** The Employer shall normally reply to an employee's grievance at the final level of the grievance procedure within thirty (30) days after the grievance is presented at that level.

**17.14** Where an employee has been represented by the Association in the presentation of her grievance, the Employer will provide the appropriate representative of the Association with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

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

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

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

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

**17.19** Where the Employer demotes or terminates an employee for cause pursuant to paragraph 11(2)(f) or (g) of the *Financial Administration Act*, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be presented at the final level only.

**17.20** An employee may abandon a grievance by written notice to her immediate supervisor or officer-in-charge.

**17.21** An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless she was unable to comply with the prescribed time limits due to circumstances beyond her control.

**17.22** No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon her grievance or refrain from exercising her right to present a grievance as provided in this Agreement.

**17.23** Where an employee has presented a grievance up to and including the Final Level in the grievance procedure with respect to:

- (a) the interpretation or application in respect of her of a provision of this Agreement or a related arbitral award,
- or
- (b) a disciplinary action resulting in suspension or a financial penalty,

or

- (c) a termination of employment or demotion pursuant to paragraph 11(2)(f) or (g) of the *Financial Administration Act*,

and her grievance has not been dealt with to her satisfaction, she may refer the grievance to adjudication in accordance with the provisions of the *Public Service Staff Relations Act* and Regulations.

**17.24** Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of her of a provision of this Agreement or an arbitral award, she is not entitled to refer the grievance to adjudication unless the Association signifies in the prescribed manner:

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

**PART III - WORKING CONDITIONS**

**ARTICLE 18**  
**HOURS OF WORK**

**18.01 Day Work**

- (a) The normal work week shall be thirty-seven point five (37.5) hours from Monday to Friday inclusive, and the normal work day shall be seven point five (7.5) consecutive hours, exclusive of a lunch period, between the hours of 7 a.m. and 6 p.m.
- (b) Subject to operational requirements as determined from time to time by the Employer, an employee shall have the right to select and request flexible hours between 7 a.m. and 6 p.m. and such request shall not be unreasonably denied.

**18.02** Within five (5) days of notification of consultation served by either party, the Association shall notify the Employer in writing of the representative authorized to act on behalf of the Association for consultation purposes.

**18.03** An employee on day work whose hours of work are changed to extend before or beyond the stipulated hours of 7 a.m. and 6 p.m., as provided in clause 18.01, and who has not received at least five (5) days' notice in advance of the starting time of such change, shall be paid for the first (1<sup>st</sup>) day or shift worked subsequent to such change at the rate of one point five (1.5) times his hourly rate of pay. Subsequent days or shifts worked on the revised hours shall be paid for at the straight-time rate, subject to the overtime provisions of this Agreement.

**18.04**

- (a) Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his weekly hours of employment in a period other than five (5) full days provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days he works an average of thirty-seven point 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 fourteen (14), twenty-one (21) or twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for him.

- (b) 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.

**General**

**18.05** The Employer may require employees to register their attendance in a form or in forms to be determined by the Employer.

**18.06** Where operational requirements permit, the Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.

**ARTICLE 19  
OVERTIME**

**19.01 Assignment of Overtime Work**

- (a) The Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis among readily available qualified employees.
- (b) Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

\*\*

**19.02 Overtime Compensation on a Normal Work Day**

Subject to clause 19.04, an employee who is required to work overtime on her normal work days is entitled to compensation at the rate of one point five (1.5) times her hourly rate of pay for the first seven and one-half (7.5) overtime hours worked and double (2) time thereafter.

**19.03 Overtime Compensation on a Day of Rest**

Subject to clause 19.04, an employee who is required to work on a day of rest is entitled to compensation at the rate of one point five (1.5) times her hourly rate of pay for the first seven point five (7.5) hours and the rate of two (2) times her hourly rate of pay thereafter, except that:

- (a) when she is required by the Employer to work on two (2) or more consecutive and contiguous days of rest she shall be compensated on the basis of double (2) time for each hour worked on the second and each subsequent day of rest;
- (b) when she is required to report for work and reports on a day of rest, she shall be paid the greater of:
  - (i) compensation at the applicable overtime rate;
  - or
  - (ii) compensation equivalent to three (3) hours' pay at the applicable overtime rate except that the minimum of three (3) hours' pay shall apply only the first time that she reports for work during a period of eight (8) hours, starting with her first reporting;
- (c) the minimum payment referred to in subparagraph (b)(ii) does not apply to part-time workers. Part-time employees will receive a minimum payment in accordance with clause 27.12.

**19.04** An employee is entitled to overtime compensation under clauses 19.02 and 19.03 for each completed period of fifteen (15) minutes of overtime worked by her:

- (a) when the overtime work is authorized in advance by the Employer,  
and
- (b) when she does not control the duration of the overtime work.

**19.05** Employees shall record starting and finishing times of overtime work in a form determined by the Employer.



**19.06**

- (a) Overtime shall be compensated in cash except where, upon mutual agreement between the employee and the Employer, overtime may be compensated in compensatory leave with pay. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on her hourly rate of pay as calculated from the classification prescribed in her certificate of appointment on the day immediately prior to the day on which leave is taken.
- (b) The Employer shall grant compensatory time off at times convenient to both the employee and the Employer.
- (c) Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for in cash.
- (d) The Employer will endeavour to pay cash compensation for overtime within two (2) months from the pay period in which it is earned.

\*\*

**19.07 Meals**

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following his normal hours of work shall be reimbursed his expenses for one meal in the amount of nine dollars (\$9.00) except where free meals are provided.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of seven dollars (\$7.00), except where free meals are provided.
- (c) Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.
- (d) Meal allowances under this clause shall not apply to an employee who is in travel status which entitles him to claim expenses for lodging and/or meals.

**19.08** Compensation under this Article shall not be paid for overtime worked by an employee at courses, training sessions, conferences and seminars unless she is required to attend by the Employer.

**19.09**

- (a) If an employee is given instructions before the beginning of her meal break or before the midpoint of her work day whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to her work period, she 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 her work day or after the beginning of her meal break whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to her work period, she shall be paid for the time actually worked, or a minimum of three (3) hours' pay at straight time, whichever is the greater.

**19.10**

- (a) When an employee is required to report for work and reports under the conditions described in clauses 19.03 and 19.09, and is required to use transportation services other than normal public transportation services, she shall be reimbursed for reasonable expenses incurred as follows:
  - (i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use her automobile when she travels by means of her own automobile,
  - or
  - (ii) out-of-pocket expenses for other means of commercial transportation.
- (b) Except 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 her residence shall not constitute time worked.

**ARTICLE 20**  
**CALL-BACK PAY**

**20.01**

- (a) If an employee is called back to work:
- (i) on a designated paid holiday which is not his scheduled day of work,  
  
or
  - (ii) on his day of rest,  
  
or
  - (iii) after he has completed his work for the day and has left his place of work

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

- (iv) the minimum of three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' pay in an eight (8)-hour period. Such maximum shall include any reporting pay pursuant to clause 22.08 and sub-clause 19.03(b),  
  
or
- (v) compensation at the applicable rate of overtime compensation for time worked,

provided that the period worked by him is not contiguous to his normal hours of work.

- (b) The minimum payment referred to in subparagraph (a)(iv) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 27.11.

**20.02** Except 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 residence shall not constitute time worked.

**20.03 No Pyramiding of Payments**

Payments provided under the Overtime, the Designated Paid Holidays, Reporting Pay and the Standby provisions of this Agreement and clause 20.01 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

**ARTICLE 21**

**STANDBY**

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**21.01** When the Employer requires an employee to be available on standby during off-duty hours, such employee shall be compensated at the rate of one-half (1/2) hour for each four (4) hour period or portion thereof for which the employee has been designated as being on standby duty.

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

**21.03** No standby payment shall be granted if an employee is unable to report for duty when required.

**21.04** An employee on standby who is required to report for work shall be paid, in addition to the standby pay, the greater of:

(a) the applicable overtime rate for the time worked,

or

(b) the minimum of four (4) hours' pay at the hourly rate of pay, except that this minimum shall apply only the first (1<sup>st</sup>) time that she is required to report for work during a period of standby of eight (8) hours.

**21.05** Except 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 her residence shall not constitute time worked.

**21.06 No Pyramiding of Payments**

Payments provided under the Overtime, the Designated Paid Holidays, Call-Back and Reporting Pay provisions of this Agreement and clause 21.04 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

**ARTICLE 22**

**DESIGNATED PAID HOLIDAYS**

**22.01** Subject to clause 22.02, the following days shall be designated paid holidays for employees:

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

- (k) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first (1<sup>st</sup>) Monday in August,
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

**22.02** An employee absent without pay on both his full working day immediately preceding and his full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 12, Leave With or Without Pay For Association Business.

**22.03**

- (a) When a day designated as a holiday under clause 22.01 coincides with an employee's day of rest, the holiday shall be moved to the first (1<sup>st</sup>) scheduled working day following his day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.
- (b) When two (2) days designated as holidays under clause 22.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to his first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

**22.04** When a day designated as a holiday for an employee is moved to another day under the provisions of clause 22.03:

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

**22.05** When an employee works on a holiday, he shall be paid:

(a) at the rate of one point five (1.5) times his hourly rate of pay for all hours worked up to seven point five (7.5) hours, and at the rate of two (2) times his hourly rate of pay thereafter, in addition to the pay that he would have been granted had he not worked on the holiday,

or

(b) upon request, and with the approval of the Employer, he 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 point five (1.5) times the straight-time rate of pay for all hours worked up to seven point five (7.5) hours,

and

(iii) pay at two (2) times the straight-time rate of pay for all hours worked by him on the holiday in excess of seven point five (7.5) hours.

**22.06**

(a) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.

(b) When in a fiscal year an employee has not been granted all of his lieu days as requested by him, at his option, such lieu days shall be paid off at his straight-time rate of pay or carried over for one (1) year. In all other cases unused lieu days shall be paid off at his straight-time rate of pay.

(c) The straight-time rate of pay referred to in paragraph (b) shall be the rate in effect when the lieu day was earned.

**22.07** When an employee works on a holiday, which is not his scheduled day of work, contiguous to a day of rest on which he also worked and received overtime in accordance with paragraphs 22.05(a) or (b) he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday, two (2) times his hourly rate of pay for all time worked.

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

(a) compensation in accordance with the provisions of clause 22.05;

or

(b) three (3) hours' pay at the applicable overtime rate of pay.

**22.09**

(a) When an employee is required to report for work, reports on a designated holiday and is required to use transportation services other than normal public transportation services he shall be reimbursed for reasonable expenses incurred as follows:

(i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his automobile when he travels by means of his own automobile,

or

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

(b) Except 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 residence shall not constitute time worked.

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

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



**\*\*ARTICLE 23**

**RELIGIOUS OBSERVANCE**

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

**23.02** Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave, leave without pay for other reasons in order to fulfill their religious obligations.

**23.03** Notwithstanding clause 23.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

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

**ARTICLE 24**

**TRAVELLING TIME**

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

**24.02** When an employee is required to travel outside 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 24.03 and 24.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than three (3) hours.

**24.03** For the purposes of clauses 24.02 and 24.04, 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 her destination and, upon her return, direct back to her 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.

**24.04** If an employee is required to travel as set forth in clauses 24.02 and 24.03:

- (a) on a normal working day on which she travels but does not work, she shall receive her regular pay for the day;
- (b) on a normal working day on which she travels and works, she shall be paid:
  - (i) her regular pay for the day for a combined period of travel and work not exceeding her regular scheduled working hours,  
  
and
  - \*\*
  - (ii) at the applicable overtime rate for additional travel time in excess of 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, she 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.

**24.05** Upon application by the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of Compensatory Leave at the applicable overtime rate. Leave credits outstanding at the end of the fiscal year shall be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in her certificate of appointment on the last day of the fiscal year.

**24.06** This Article does not apply to an employee when she travels by any type of transport in which she is required to perform work, and/or which also serves as her living quarters during a tour of duty. In such circumstances, she shall receive the greater of:

- (a) on a normal working day, her regular pay for the day,  
  
or
- (b) pay for actual hours worked in accordance with Article 22, Designated Paid Holidays and the overtime provisions of this Agreement.

**24.07** 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.

## **ARTICLE 25 SEVERANCE PAY**

**25.01** Under the following circumstances and subject to clause 25.02, an employee shall receive severance benefits calculated on the basis of his weekly rate of pay:

\*\*

- (a) **Lay-off**
  - (i) On the first lay-off two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

- (ii) On second or subsequent lay-off one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under 25.01(a)(i).

(b) **Resignation**

- (i) On resignation, subject to paragraph (d) and with ten (10) or more years of continuous employment, zero point five (0.5) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.
- (ii) Notwithstanding subparagraph (b)(i), an employee who resigns to accept an appointment with an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* may choose not to be paid severance pay provided that the appointing organization will accept his Part I of Schedule I service for its severance pay entitlement.

\*\*

(c) **Rejection on Probation**

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

(d) **Retirement**

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

or

- (ii) a part-time employee, who regularly works more than thirteen point five (13.5) but less than thirty (30) hours a week, and who, if he were a contributor under the *Public Service Superannuation*

*Act*, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he were a contributor under the *Public Service Superannuation Act*,

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

(e) **Death**

If an employee dies, there shall be paid to his estate a severance payment in respect of his complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

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

- (i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to Section 11(2)(g) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.
- (ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause of reasons of incompetence pursuant to Section 11(2)(g) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

\*\*

**25.02** The period of continuous employment used in the calculation of severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was

already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 25.01 above be pyramided.

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

## **ARTICLE 26**

### **VARIABLE HOURS OF WORK**

**26.01** The Employer and the Association agree that the following conditions shall apply to employees for whom variable hours of work schedules are approved pursuant to the relevant provisions of this Agreement.

**26.02** It is agreed that the implementation of any such variation in hours shall not result in any additional expenditure or cost by reason only of such variation.

#### **26.03 General Terms**

- (a) The scheduled hours of work of any day as set forth in a work schedule, may exceed or be less than the regular workday 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) For day workers, such schedules shall provide that an employee's normal workweek shall average thirty-seven point five (37.5) hours per week over the life of the schedule. The maximum life of a schedule shall be twenty-eight (28) days.
- (c) Whenever an employee changes her variable hours or no longer works variable hours, all appropriate adjustments will be made.

#### **26.04 Specific Application**

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

##### **(a) Interpretation and Definitions**

“Daily rate of pay” - shall not apply.

(b) **Overtime**

Overtime shall be compensated for all work performed:

- (i) in excess of an employee's scheduled hours of work on a scheduled working day in accordance with the provisions of this Agreement;
- (ii) on days of rest at the rate of one point five (1.5) times her hourly rate of pay except that if the overtime is worked by the employee on two (2) or more consecutive and contiguous days of rest, she shall be paid at two (2) times her hourly rate of pay for each hour worked on the second and subsequent days of rest. "Second and subsequent days of rest" means the second and subsequent days in an unbroken series of consecutive and contiguous calendar days of rest.

(c) **Travel**

Overtime compensation referred to in clause 24.04 shall only be applicable on a normal day for hours in excess of the employee's daily scheduled hours of work.

(d) **Designated Paid Holidays**

- (i) A designated paid holiday shall account for seven point five (7.5) hours.
- (ii) When an employee works on a Designated Paid Holiday, she shall be compensated, in addition to the normal daily hours', at the rate of one point five (1.5) times her hourly rate of pay up to her regular scheduled hours worked and at the rate of two (2) times her hourly rate of pay for all hours worked in excess of her regular scheduled hours.
- (iii) When an employee works on a Designated Paid Holiday, which is not her scheduled day of work, contiguous to a day of rest on which she also worked and received overtime in accordance with this Article, she shall be paid in addition to the pay that she would have been granted had she not worked on the holiday, two (2) times her hourly rate of pay for all time worked.

(e) **Acting Pay**

The qualifying period for acting pay as specified in Article 56 shall be converted to hours.

**ARTICLE 27**  
**PART-TIME EMPLOYEES**

**Definition**

**27.01** Part-time employee means an employee whose normal scheduled hours of work on an average are less than thirty-seven point five (37.5) hours per week but not less than those prescribed in the *Public Service Staff Relations Act*.

**General**

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

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

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

**27.05** Leave will only be provided:

(a) during those periods in which employees are scheduled to perform their duties;

or

(b) where it may displace other leave as prescribed by this Agreement.



### **Designated Holidays**

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

**27.07** 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 22.01 of this Agreement, he shall be paid at the rate of one point five (1.5) times his hourly rate of pay for all hours worked up to seven point five (7.5) hours and at the rate of two (2) times his hourly rate of pay thereafter.

**27.08** A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time employee in clause 22.01 shall be paid for the time actually worked in accordance with clause 27.07, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

### **Overtime**

#### **27.09**

- (a) Overtime means authorized work performed in excess of seven point five (7.5) hours per day or thirty-seven point five (37.5) hours per week, but does not include time worked on a holiday.
- (b) Notwithstanding paragraph (a), for employees whose normal scheduled hours of work are in excess of seven point five (7.5) hours per day, overtime means authorized work performed in excess of:
  - (i) those normal scheduled daily hours
  - or
  - (ii) an average of thirty-seven point five (37.5) hours per week.

**27.10** Subject to clause 27.09 a part-time employee who is required to work overtime shall be paid overtime as specified in clause 19.03 and in paragraphs 19.04(a) and (b).

### **Call-Back**

**27.11** When a part-time employee meets the requirements to receive call-back pay in accordance with clause 20.01 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.

**Reporting Pay**

**27.12** Subject to clause 27.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with paragraph 19.03(b) and is entitled to receive a minimum payment rather than pay for actual time worked, he shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

**Bereavement Leave**

**27.13** Notwithstanding clause 27.02, there shall be no prorating of a “day” in Article 41, Bereavement Leave With Pay.

**Vacation Leave**

**27.14** A part-time employee shall earn vacation leave credits for each month in which he receives pay for at least twice (2) the number of hours in his normal workweek, at the rate for years of employment established in clause 29.02, prorated and calculated as follows:

- (a) when the entitlement is nine point three seven five (9.375) hours a month, zero point two five (0.25) of the hours in his workweek per month;
- (b) when the entitlement is twelve point five (12.5) hours a month, zero point three three three (0.333) of the hours in his workweek per month;
- \*\*
- (c) when the entitlement is fourteen point three seven five (14.375) hours a month, zero point three eight three (0.383) of the hours in his workweek per month;
- (d) when the entitlement is fifteen point six two five (15.625) hours a month, zero point four one seven (0.417) of the hours in his workweek per month;
- \*\*
- (e) when the entitlement is seventeen point five (17.5) hours a month, zero point four six six (0.466) of the hours in his workweek per month;

- (f) when the entitlement is eighteen point seven five (18.75) hours a month, zero point five (0.5) of the hours in his workweek per month;
- (g) however, a part-time employee who has received or is entitled to receive furlough leave shall have his vacation leave credits earned reduced by zero point zero eight three (0.083) of the hours in the part-time workweek, beginning in the month in which his twentieth (20<sup>th</sup>) anniversary of service occurs until the beginning of the month in which his twenty-fifth (25<sup>th</sup>) anniversary of service occurs.

### **Sick Leave**

**27.15** A part-time employee shall earn sick leave credits at the rate of zero point two five (0.25) of the number of hours in his normal workweek for each calendar month in which he has received pay for at least twice the number of hours in his normal workweek.

### **27.16 Vacation and Sick Leave Administration**

- (a) For the purposes of administration of clauses 27.14 and 27.15, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

### **Severance Pay**

**27.17** Notwithstanding the provisions of Article 25, Severance Pay, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

**PART IV - LEAVE**

**ARTICLE 28**  
**LEAVE GENERAL**

**28.01**

- (a) When an employee becomes subject to this Agreement, her earned daily leave credits shall be converted into hours. When she ceases to be subject to this Agreement, her earned hourly leave credits shall be reconverted into days, with one day being equal to seven point five (7.5) hours.
- (b) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
- (c) Notwithstanding the above, in Article 41, Bereavement Leave with Pay, a “day” will mean a calendar day.

\*\*

**28.02** Except as otherwise specified in this Agreement, where leave without pay for a period in excess of three (3) months is granted to an employee 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 leave. Time spent on such leave shall not be counted for pay increment purposes.

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

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

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

**28.06** An employee who, on the day that this Agreement is signed, is entitled to receive furlough leave, that is to say, one hundred and eighty-one point two five (181.25) hours’ leave with pay upon completing twenty (20) years of continuous employment, retains 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.

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

**28.08** In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by her, as calculated from the classification prescribed in her certificate of appointment on the date of the termination of her employment.

**28.09** An employee shall not earn leave credits under this Agreement in any month for which leave has already been credited to her under the terms of any other collective agreement to which the Employer is a party or under other rules or regulations of the Employer.

**28.10** When an employee who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, she is entitled during her period of leave to receive the allowance if the special or extra duties in respect of which she is paid the allowance were assigned to her on a continuing basis, or for a period of two (2) or more months prior to the period of leave.

## **ARTICLE 29**

### **VACATION LEAVE WITH PAY**

**29.01** The vacation year shall be from April 1<sup>st</sup> to March 31<sup>st</sup> of the following calendar year, inclusive.

#### **29.02 Accumulation of Vacation Leave Credits**

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

- (a) nine point three seven five (9.375) hours, until the month in which the anniversary of his eighth (8<sup>th</sup>) year of service occurs;
- (b) twelve point five (12.5) hours, commencing with the month in which his eighth (8<sup>th</sup>) anniversary of service occurs;

\*\*

- (c) fourteen point three seven five (14.375) hours, commencing with the month in which his seventeenth (17<sup>th</sup>) anniversary of service occurs;

\*\*

- (d) fifteen point six two five (15.625) hours, commencing with the month in which his eighteenth (18<sup>th</sup>) anniversary of service occurs;

\*\*

- (e) seventeen point five (17.5) hours, commencing with the month in which his twenty-eighth (28<sup>th</sup>) anniversary of service occurs;

- (f) eighteen point seven five (18.75) hours, commencing with the month in which his twenty-ninth (29<sup>th</sup>) anniversary of service occurs;

\*\*

- (g) 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 point one two five (3.125) hours per month from the beginning of the month in which he completes his twentieth (20<sup>th</sup>) year of service until the beginning of the month in which he completes his twenty-fifth (25<sup>th</sup>) year of service;

- (h) for the purpose of clause 29.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one (1) year following the date of lay-off.

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

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**

#### **29.04**

- (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.

- (b) In order to maintain operational requirements, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:
- (i) to provide an employee's vacation leave in an amount and at such time as he may request;
  - (ii) not to recall an employee to duty after he has proceeded on vacation leave.

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

**29.06** Where, in respect of any period of vacation leave with pay, an employee:

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

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

\*\*

**29.07**

- (a) Where in any vacation year all of the vacation leave credited to an employee has not been scheduled, upon request, he may carry over into the following vacation year up to a maximum of two hundred and sixty-two point five (262.5) hours credit. All vacation leave credits in excess of two hundred and sixty-two point five (262.5) hours will be paid in cash at his daily rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on the last day of the vacation year.



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

**29.08 Recall from Vacation Leave With Pay**

- (a) The Employer will make every reasonable effort not to recall an employee to duty after he has proceeded on vacation leave with pay.
- (b) Where, during any period of vacation leave with pay, an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs:
  - (i) in proceeding to his place of duty,
  - and
  - (ii) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he 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 he is entitled under paragraph (b) to be reimbursed for reasonable expenses incurred by him.

**Leave When Employment Terminates**

**29.09** When an employee dies or otherwise ceases to be employed, he or his estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation and furlough leave with pay to his credit by the hourly rate of pay as calculated from the classification prescribed in his certificate of appointment on the date of the termination of his employment, except that the Employer shall grant him any vacation and furlough leave earned but not used by him before the employment is terminated by lay-off if he so requests because of a requirement to meet minimum continuous employment requirements for severance pay.

**29.10** Notwithstanding clause 29.09, an employee who resigns to accept an appointment with an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* may choose not to be paid for unused vacation and furlough leave credits, provided that the appointing organization will accept such credits.

**29.11** Notwithstanding clause 29.09, an employee whose employment is terminated for cause pursuant to Section 11(2)(g) of the *Financial Administration Act* by reason of abandonment of his position is entitled to receive the payment referred to in clause 29.09, if he requests it within six (6) months following the date upon which his employment is terminated.

**29.12 Advance Payments**

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

**29.13 Cancellation of Vacation Leave**

- (a) The Employer will make every reasonable effort not to cancel a period of vacation or furlough leave which it has previously approved in writing.

\*\*

- (b) 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 him 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, when available, to the Employer.

**ARTICLE 30**  
**SICK LEAVE WITH PAY**

**30.01 Credits**

An employee shall earn sick leave credits at the rate of nine point three seven five (9.375) hours for each calendar month for which she receives pay for at least seventy-five (75) hours.

**Granting of Sick Leave**

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

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

and

(b) she has the necessary sick leave credits.

**30.03** Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury she was unable to perform her duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 30.02(a), if the period of leave with pay requested does not exceed thirty-seven point five (37.5) hours, but no employee shall be granted more than seventy-five (75) hours' sick leave with pay in a fiscal year solely on the basis of statements signed by her.

\*\*

**30.04** Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 30.02 above, 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 point five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for other than death or lay-off, the recovery of the advance from any monies owed the employee.

**30.05** 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 she was not granted sick leave with pay.

**30.06** 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 her and approved by the Employer or reinstated for use at a later date.

\*\*

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

**30.08** The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity pursuant to Section 11(2)(g) of the *Financial Administration Act* at a date earlier than the date at which she will have utilized 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 clause 32.01.

## **\*\*ARTICLE 31**

### **MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES**

**31.01** Up to half (1/2) a day of time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

**31.02** Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

**ARTICLE 32**  
**INJURY-ON-DUTY LEAVE**

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

- (a) personal injury accidentally received in the performance of his duties and not caused by his willful misconduct,

or

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

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

**ARTICLE 33**  
**MATERNITY LEAVE WITHOUT PAY**

**33.01 Maternity Leave without Pay**

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

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- (b) Notwithstanding paragraph (a):
  - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,

or

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

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

\*\*

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

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

- (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
- (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave With Pay Article. For purposes of this subparagraph, the terms "illness" or "injury" used in the Sick Leave Article shall include medical disability related to pregnancy.

\*\*

- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.

- (g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay

and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

### **33.02 Maternity Allowance**

(a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (j), provided that she:

- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
- (ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and

\*\*

- (iii) has signed an agreement with the Employer stating that:
  - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
  - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
  - (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

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

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

\*\*

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee’s return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
  - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
  - and
  - (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.



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- (d) At the employee's request, the payment referred to in subparagraph 33.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
  - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.

- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

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

- (a) An employee who:
- (i) fails to satisfy the eligibility requirement specified in subparagraph 33.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Longterm Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance pregnancy benefits,
- and
- (ii) has satisfied all of the other eligibility criteria specified in paragraph 33.02(a), other than those specified in sections (A) and (B) of subparagraph 33.02(a)(iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 33.02 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

\*\*

### **33.04 Transitional Provisions**

If, on the date of signature of this Agreement, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

**\*\*ARTICLE 34****MATERNITY-RELATED REASSIGNMENT OR LEAVE**

**34.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24<sup>th</sup>) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child.

**34.02** An employee's request under clause 34.01 above must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.

**34.03** An employee who has made a request under clause 34.01 above is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

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

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

**34.05** Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.

**34.06** An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Employer of any change in duration of the risk or the inability as

indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

**ARTICLE 35**  
**PARENTAL LEAVE WITHOUT PAY**

\*\*

**35.01 Parental Leave Without Pay**

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b):
  - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,  
  
or
  - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than fifty-two (52) weeks after the day on which the child comes into the employee's care.

- (d) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (e) The Employer may:
  - (i) defer the commencement of parental leave without pay at the request of the employee;
  - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
  - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (f) Parental leave without pay taken by a couple employed in the Public Service shall not exceed a total of thirty-seven (37) weeks for both individuals combined. For the purpose of this paragraph, Public Service means any portion of the Public Service of Canada specified in Part I of Schedule I of the *Public Service Staff Relations Act*.
- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

### **35.02 Parental Allowance**

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

and

(iii) has signed an agreement with the Employer stating that:

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

\*\*

(B) following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 33.02(a)(iii)(B), if applicable;

\*\*

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

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

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

\*\*

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
  - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
  - (ii) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance parental benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;
  - (iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *Employment Insurance Act*, the parental allowance payable under the SUB Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the *EI Act*.

\*\*

- (d) At the employee's request, the payment referred to in subparagraph 35.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any

amount that he or she is required to repay pursuant to the *Employment Insurance Act*.

- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
  - (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

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

- (a) An employee who:
  - (i) fails to satisfy the eligibility requirement specified in subparagraph 35.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the



Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance parental benefits,

and

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 35.02(a), other than those specified in sections (A) and (B) of subparagraph 35.02(a)(iii),

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 35.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the *Employment Insurance Act*, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

\*\*

#### **35.04 Transitional Provisions**

If, on the date of signature of this Agreement, any employee is currently on parental leave without pay or has requested a period of such leave without pay but has not commenced the leave, he or she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

### **ARTICLE 36**

#### **LEAVE WITHOUT PAY FOR THE CARE AND NURTURING OF PRE-SCHOOL AGE CHILDREN**

**36.01** Subject to operational requirements, an employee shall be granted leave without pay for the personal care and nurturing her pre-school age children in accordance with the following conditions:

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

\*\*

- (b) leave granted under this Article shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this Article shall not exceed five (5) years during her total period of employment in the Public Service.

**ARTICLE 37**  
**LEAVE WITH PAY FOR**  
**FAMILY-RELATED RESPONSIBILITIES**

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

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

**37.03** Subject to clause 37.02, an employee shall be granted leave with pay under the following circumstances:

\*\*

- (a) up to seven point five (7.5) hours for a medical or dental appointment when his dependent family member is incapable of attending the appointment by himself, or for appointments with appropriate authorities in schools or adoption agencies, if
  - (i) alternate arrangements were not possible (an employee is expected to make every reasonable effort to schedule medical or dental appointments for dependent family members to minimize or preclude his absence from work),

and

- (ii) the supervisor was notified of the appointment as far in advance as possible;
- (b) to provide for the immediate and temporary care of a sick member of his family and to provide him with time to make alternative care arrangements where the illness is of a longer duration;
- (c) to provide for the immediate and temporary care of an elderly member of his family;
- (d) seven point five (7.5) hours of leave with pay for needs directly related to the birth or to the adoption of his child, which may be divided into two (2) periods and granted on separate days.

**ARTICLE 38**  
**LEAVE WITHOUT PAY FOR**  
**THE LONG-TERM CARE OF A PARENT**  
**AND OTHER FAMILY-RELATED NEEDS**

**38.01** Subject to operational requirements as determined by the Employer, an employee may be granted leave without pay for family-related needs, in accordance with the following conditions:

\*\*

- (a) Up to five (5) years of leave without pay during her total period of employment in the Public Service may be granted for the long-term personal care of her parents, including step-parents or foster parents. Leave granted under this paragraph shall be for a minimum period of three (3) weeks.
- (b) One (1) period of leave without pay of up to three (3) months and another period of leave without pay of more than three (3) months, but not exceeding one (1) year, may be granted to her for family-related needs which are not covered under paragraph (a). An employee is entitled to each period of leave only once during her total period of employment in the Public Service. Such leave period may not be used in combination with maternity leave, parental leave or leave for the care and nurturing of pre-school age children without the consent of the Employer.

**38.02** An employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of the leave periods referred to in clause 38.01 unless, because of an urgent or unforeseeable circumstance, such notice cannot be given.

### **ARTICLE 39**

#### **MARRIAGE LEAVE WITH PAY**

**39.01** After the completion of one (1) year's continuous employment in the Public Service, and providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted thirty-seven point five (37.5) hours of marriage leave with pay for the purpose of getting married.

**39.02** For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

### **ARTICLE 40**

#### **LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE**

**40.01** At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.

### **ARTICLE 41**

#### **BEREAVEMENT LEAVE WITH PAY**

\*\*

**41.01** For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.

\*\*

**41.02** When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (4) consecutive calendar days which must include the day of the funeral. During such period he shall be paid for those days which are not regularly scheduled days of rest for him. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

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

\*\*

**41.04** If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave with pay under clauses 41.02 and 41.03, he shall be granted bereavement leave with pay and his paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

**41.05** 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 deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clauses 41.02 and 41.03.

## **ARTICLE 42 COURT LEAVE**

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

- (a) to be available for jury selection;
- (b) to serve on a jury;
- (c) by subpoena or summons to attend as a witness in any proceeding held:
  - (i) in or under the authority of a court of justice or before a grand jury,
  - (ii) before a court, judge, justice, magistrate or coroner,

- (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of her position,
  - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,
- or
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

### **ARTICLE 43**

#### **PERSONNEL SELECTION LEAVE**

\*\*

**43.01** Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the Public Service, as defined in the *Public Service Staff Relations Act*, he is entitled to leave with pay for the period during which his presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for him to travel to and from the place where his presence is so required. This clause applies equally in respect of the personnel selection processes related to deployment.

### **ARTICLE 44**

#### **DEVELOPMENT LEAVE**

##### **44.01 Education Leave Without Pay**

- (a) The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, she may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill her present role more adequately or to

undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

- (b) At the Employer's discretion, an employee on education leave without pay under this clause may receive an allowance in lieu of salary of up to one hundred per cent (100%) of her annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- (c) Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- (d) As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.
- (e) If the employee:
  - (i) fails to complete the course;
  - (ii) does not resume employment with the Employer on completion of the course;
  - or
  - (iii) ceases to be employed, except by reason of death or lay-off, before termination of the period she has undertaken to serve after completion of the course;

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

#### **44.02 Professional Development Leave With Pay**

- (a) Professional development refers to an activity which is in the opinion of the Employer is likely to be of assistance to the employee in furthering

her professional development and to the organization in achieving its goals. The following activities shall be deemed to be part of professional development:

- (i) a course given by the Employer;
  - (ii) a course offered by a recognized academic institution.
- (b) Upon written application by the employee, and with the approval of the Employer, professional development leave with pay may be given for any one of the activities described in paragraph (a) above. The employee shall receive no compensation under the Overtime and Travelling Time Articles during time spent on professional development leave provided for in this clause.
- (c) Employees on professional development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

#### **44.03 Attendance at Conferences and Conventions**

- (a) An employee shall have the opportunity, subject to operational requirements and budgetary constraints as determined by the Employer, to attend conferences or conventions related to her field of specialization in order to benefit from an exchange of knowledge and experience with her professional colleagues. The Employer may grant leave with pay and reasonable expenses, including registration fees, to attend such gatherings.
- (b) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status.
- (c) An employee invited to participate in a conference or convention in an official capacity such as to present a formal address or to give a course related to her field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for her payment of registration fees and reasonable travel expenses.
- (d) An employee shall not be entitled to any compensation under Article 19, Overtime, in respect of hours she is in attendance at a conference or convention under the provisions of this clause.



- (e) Compensation shall not be paid under Article 24, Travelling Time, in respect of hours travelling to or from a conference or convention under the provisions of this clause, unless the employee is required to attend by the Employer.

\*\*

**44.04 Career Development Leave**

- (a) Subject to operational requirements and unless specified by the Employer as being in an area that could represent a conflict of interest, leave without pay for a period not exceeding one (1) year will be granted to an employee who wants to work in the private sector, if such opportunity could help the employee in filling her present role more adequately or help her to provide a service which the Employer requires.
- (b) An employee is entitled to leave without pay for career development only once during the employee's total period of employment in the Public Service.

**Examination Leave With Pay**

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

**ARTICLE 45**

**LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

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

- (a) leave with pay when circumstances not directly attributable to the employee prevent his 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.

**PART V – OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

**ARTICLE 46**  
**TECHNOLOGICAL CHANGE**

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

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

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

and

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

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

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

**46.05** The written notice provided for in clause 46.04 will provide the following information:

- (a) the nature and degree of change;
- (b) the anticipated date or dates on which the Employer plans to effect change;
- (c) the location or locations involved.

**46.06** As soon as reasonably practicable after notice is given under clause 46.04, the Employer shall consult with the Association concerning the effects of the technological change referred to in clause 46.05 on each group of employees. Such consultation will include but not necessarily be limited to the following:

- (a) the approximate number, class and location of employees likely to be affected by the change;
- (b) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

**46.07** When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of her substantive position, the Employer will make every reasonable effort to provide the necessary training during her working hours and at no cost to her.

## **ARTICLE 47**

### **NO DISCRIMINATION**

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

**47.02**

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of paragraph (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

**ARTICLE 48**  
**SEXUAL HARASSMENT**

**48.01** The Association and the Employer recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the work place.

**48.02**

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of paragraph (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

**ARTICLE 49**  
**PENOLOGICAL FACTOR ALLOWANCE**

**General**

**49.01** A Penological Factor Allowance (PFA) shall be payable to incumbents in some positions in the bargaining unit which are in Correctional Service Canada, subject to the following conditions.

**49.02** The Penological Factor Allowance is used to provide additional compensation to an incumbent of a position who, by reason of duties being performed in a penitentiary, as defined in the *Corrections and Conditional Release Act* as amended from time to time, assumes additional responsibilities for the custody of inmates other than those exercised by the Correctional Group, and is exposed to immediate hazards of physical injury by assault and other disagreeable conditions.

**Degrees of Exposure**

**49.03** The factor recognizes the differences between maximum, medium and minimum security penal institutions, as designated by the Employer, and distinguishes between continual, frequent and limited degrees of exposure, as follows:

- Continual - means fulfillment of the conditions described in Clause 49.02 above throughout the working day and recurring daily.
- Frequent - means fulfillment of the conditions described in Clause 49.02 above for part or parts of the working day and generally recurring daily.
- Limited - means fulfillment of the conditions described in Clause 49.02 above on an occasional basis.

**Formula**

**49.04** The payment of the allowance for the Penological Factor is determined by the following formula:

**Penological Factor (X)  
Type of Institution**

Degree of Exposure	Maximum	Medium	Minimum
Continual	100% X (\$1,600)	50% X (\$800)	30% X (\$480)
Frequent	50% X (\$800)	30% X (\$480)	20% X (\$320)
Limited	30% X (\$480)	20% X (\$320)	10% X (\$160)

**Amount of PFA**

**49.05** The value of “X” is set at one thousand and six hundred dollars (\$1,600) per annum. This allowance shall be paid on the same basis as that for the employee’s regular pay.

**Application of PFA**

**49.06** Penological Factor Allowance shall only be payable to the incumbent of a position on the establishment of, or loaned to, Correctional Staff Colleges, Regional Headquarters, and National Headquarters, when the conditions described in clause 49.02 above are applicable.

**49.07** The applicability of PFA to a position and the position’s degree of PFA entitlement, shall be determined by the Employer following consultation with the Association.

**49.08** Except as prescribed in clause 49.11 below, an employee shall be entitled to receive PFA for any month in which he receives a minimum of ten (10) days' pay in a position(s) to which PFA applies.

**49.09** Except as provided in clause 49.10 below, PFA shall be adjusted when the incumbent of a position to which PFA applies, is appointed or assigned duties in another position to which a different degree of PFA applies, regardless of whether such appointment or assignment is temporary or permanent, and for each month in which an employee performs duties in more than one (1) position to which PFA applies, the employee shall receive the higher allowance, provided he has performed duties for at least ten (10) days as the incumbent of the position to which the higher allowance applies.

**49.10** When the incumbent of a position to which PFA applies, is temporarily assigned a position to which a different degree of PFA, or no PFA, applies, and when the employee's basic monthly pay entitlement in the position to which he is temporarily assigned, plus PFA, if applicable, would be less than his basic monthly pay entitlement plus PFA in his regular position, he shall receive the PFA applicable to his regular position.

**49.11** An employee will be entitled to receive PFA, in accordance with the PFA applicable to his regular position:

- (a) during any period of paid leave up to a maximum of sixty (60) consecutive calendar days,
- or
- (b) during the full period of paid leave where he is granted injury-on-duty leave with pay because of an injury resulting from an act of violence from one or more inmates.

**49.12** PFA shall not form part of an employee's salary except for the purposes of the following benefit plans:

*Public Service Superannuation Act*  
 Public Service Disability Insurance Plan  
 Canada Pension Plan  
 Quebec Pension Plan  
 Employment Insurance  
*Government Employees Compensation Act*  
*Flying Accident Compensation Regulations.*

**49.13** If, in any month, an employee is disabled or dies prior to establishing an entitlement to PFA, the PFA benefits accruing him or his estate shall be determined in accordance with the PFA entitlement for the month preceding such disablement or death.

**ARTICLE 50**  
**STATEMENT OF DUTIES**

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

**ARTICLE 51**  
**EMPLOYEE PERFORMANCE**  
**REVIEW AND EMPLOYEE FILES**

**51.01**

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



**51.02**

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

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

**51.04 Demotion or Non-Disciplinary Termination**

When an employee is required to attend a meeting, the purpose of which is to demote or terminate him for cause pursuant to Section 11(2)(g) of the *Financial Administration Act*, he is entitled to have, at his request, a representative of the Association attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.

**ARTICLE 52**

**NATIONAL JOINT COUNCIL AGREEMENTS**

**52.01** Agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement, and which the parties to this Agreement have endorsed after December 6, 1978 will form part of this Agreement, subject to the *Public Service Staff Relations Act (PSSRA)* and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in Schedule II of the *PSSRA*.

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

**52.03**

- (a) The following directives, policies or regulations, as amended from time to time by National Joint Council recommendation and which have been approved by the Treasury Board of Canada, form part of this Agreement:

Bilingual Bonus Directive;

Boiler and Pressure Vessels Directive;

Clothing Directive;

Commuting Assistance Directive;

Committees and Representatives Directive;

Dangerous Substances Directive;

Electrical Directive;

Elevated Work Structures Directive;

Elevating Devices Directive;

First-Aid Safety and Health Directive;

First-Aid Allowance Directive;

Foreign Service Directives;

Hazardous Confined Spaces Directive;

Isolated Posts Directive;

Living Accommodation Charges Directive;

Material Handling Safety Directive;

Motor Vehicle Operations Directive;

Noise Control and Hearing Conservation Directive;

Personal Protective Equipment Directive;

Pesticides Directive;

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Public Service Health Care Plan Directive;

Refusal to Work Directive;

Relocation Directive;

Sanitation Directive;

Tools and Machinery Directive;

Travel Directive;

Use and Occupancy of Building Directive;

Work Force Adjustment Directive.

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

**52.04** Grievances in regard to the above directives, policies or regulations shall be filed in accordance with clause 17.01 of the Grievance Procedure Article.

## **ARTICLE 53 JOB SECURITY**

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

**\*\*ARTICLE 54**

**PROFESSIONAL ALLOWANCE**

**54.01** The Association and the Employer have agreed to provide for a professional allowance to be paid in accordance with the following conditions.

**54.02** The Employer shall reimburse an employee 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 her position.

**54.03** 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 Management Group, the Employer shall reimburse the employee for her annual membership fees paid to one of the associations referred to in clause 54.02 to a maximum of \$800.

**54.04** Effective January 1, 2001, upon receipt of proof of payment, the reimbursement will commence with fees that become due and are paid following that date. Reimbursement covered by this Article does not include arrears of previous years' dues.

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

**PART VI – PAY AND DURATION**

**ARTICLE 55**  
**PAY ADMINISTRATION**

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

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

(a) the pay specified in Appendix “A”, for the classification of the position to which he is appointed, if the classification coincides with that prescribed in his certificate of appointment;

or

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

**55.03**

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

(b) Paragraph (c) supersedes the Retroactive Remuneration Directives.

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

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

- (iii) rates of pay shall be paid in an amount equal to what would have been paid had this Agreement been signed or an arbitral award rendered 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 subparagraph (iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;
- (v) no payment or no notification shall be made pursuant to paragraph (c) for one dollar (\$1) or less.

**55.04** Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first (1<sup>st</sup>) and the resulting rate shall be revised in accordance with the pay revision.

**55.05** If, during the term of this Agreement, a new classification standard for this 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 Association the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

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

## **ARTICLE 56**

### **ACTING PAY**

#### **56.01**

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- (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 five (5) consecutive working days, she shall be paid acting pay calculated from the date on which she

commenced to act as if she had been appointed to that higher classification level for the period in which she acts.

- (b) When a day designated as a paid holiday occurs during the qualifying period the holiday shall be considered as a day worked for purposes of the qualifying period.

**ARTICLE 57**  
**AGREEMENT RE-OPENER CLAUSE**

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

**ARTICLE 58**  
**DURATION**

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**58.01** The duration of this Agreement shall be from the date it is signed to November 6, 2001.

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

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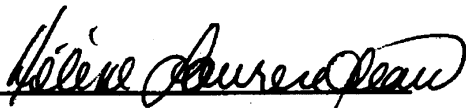
**58.03** The provisions of this Agreement shall be implemented by the parties within a period of one hundred and twenty (120) days from the date of signing.



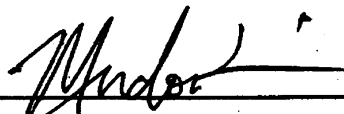
SIGNED AT OTTAWA, this 2<sup>nd</sup> day of the month of March 2001.

THE TREASURY BOARD  
OF  
CANADA

THE ASSOCIATION OF  
PUBLIC SERVICE FINANCIAL  
ADMINISTRATORS



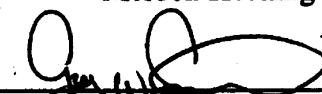
Hélène Laurendeau



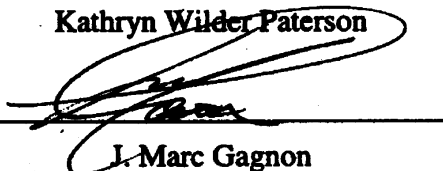
Merdon Hosking



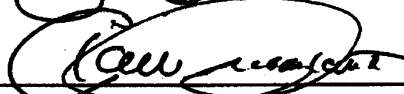
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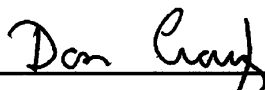
Greg Gauthier



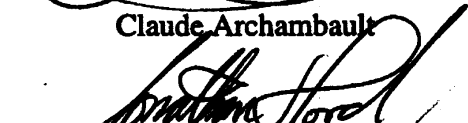
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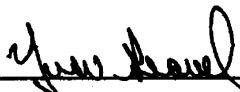
Claude Archambault



Don Craig



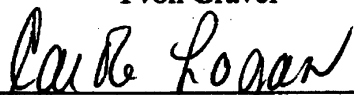
Jonathan Hood



Yvon Gravel



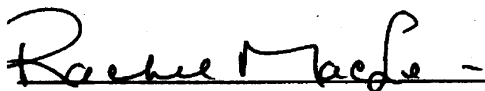
Milt Isaacs



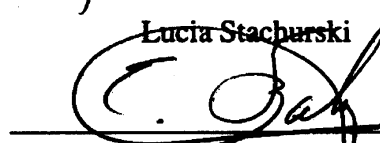
Carole Logan



Lucia Stachurski



Rachel MacLean



Gene Szabo



Jean Quevillon

**\*\*APPENDIX "A"****FI - FINANCIAL MANAGEMENT****ANNUAL RATES OF PAY**

(in dollars)

**A) Effective November 7, 1999****B) Effective November 7, 2000****FI – DEVELOPMENT**

From: \$ 19858 to 36505

To: A 20255 to 37235

B 20761 to 38166

**FI-1**

From: \$ 37138 38855 40573 42292 44007 45726

To: A 37881 39632 41384 43138 44887 46641

B 38828 40623 42419 44216 46009 47807

From: \$ 47444 49161 51076

To: A 48393 50144 52098

B 49603 51398 53400

**FI-2**

From: \$ 45207 47304 49401 51499 53598 55696

To: A 46111 48250 50389 52529 54670 56810

B 47264 49456 51649 53842 56037 58230

From: \$ 57791 60124

To: A 58947 61326

B 60421 62859

**FI-3**

From: \$	54797	57202	59611	62021	64428	66837
To: A	55893	58346	60803	63261	65717	68174
B	57290	59805	62323	64843	67360	69878

From: \$	69514
To: A	70904
B	72677

**FI-4**

From: \$	61170	63884	66594	69308	72022	74734
To: A	62393	65162	67926	70694	73462	76229
B	63953	66791	69624	72461	75299	78135

From: \$	77746
To: A	79301
B	81284

**PAY NOTES****I. PAY INCREMENT****(1) Full-Time Employees**

- (a) The pay increment period for a full-time employee in the FI Development level is twenty-six (26) weeks and for full-time employees at levels FI-1 to FI-4 is fifty-two (52) weeks.
  - (i) For full-time employees at levels FI-1 to FI-4, a pay increment shall be the next rate in the scale of rates.
  - (ii) For employees in the Financial Management Development range, an increase at the end of an increment period shall be to a rate in the pay range which is four hundred dollars (\$400) higher than the rate at which the employee is being paid or, if there is no such rate, to the maximum of the pay range.
- (b) The pay increment date for a full-time employee, appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after April 15, 1986, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to April 15, 1986, remains unchanged.

**(2) Part-Time Employees**

A part-time employee shall be eligible to receive a pay increment when he has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for his level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this clause.

**II. PAY ADJUSTMENT (FI-DEV.)**

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- (1) An employee being paid in the Financial Management Development range shall have his rate of pay increased on:
  - (a) November 7, 1999, to a pay rate within the “A” range which is two percent (2.0%) higher than his or her former rate of pay,
  - (b) November 7, 2000, to a pay rate within the “B” range which is two decimal five percent (2.5%) higher than his or her former rate of pay.