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Group: Economics and
Social Science Services
Expiry Date: 21 June 2014

Agreement between the Treasury Board and the Canadian Association of Professional Employees

Group: Economics and Social Science Services
(All Employees)

CODE: 231
Expiry Date: 21 June 2014

Groupe : Économique et
services de sciences sociales
Date d'expiration : le 21 juin 2014

Canada



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**Asterisks denote changes from the previous collective agreement.

ARTICLE 1

PURPOSE AND SCOPE OF AGREEMENT

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

1.02 The parties to this Agreement share a desire to improve the quality of the Public Service of Canada to maintain 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 and effectively served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Public Service in which members of the bargaining unit are employed.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

“allowance” means compensation payable for the performance of special or additional duties (« indemnité »);

“Association” means the *Canadian Association of Professional Employees* (« Association »);

“bargaining unit” means all the employees of the Employer, classified as ES or SI and classified as EC as of June 22, 2009, in the Economics and Social Science Services Group, as described in the certificate issued by the PSLRB on the 17th day of December 2003 (« unité de négociation »);

“common law partner” means a person living in a conjugal relationship with an employee for a continuous period of at least one year (« conjoint de fait »);

“compensatory leave” means leave with pay in lieu of cash payment for overtime, work performed on a designated paid holiday, travelling time compensated at overtime rate, reporting pay, call-back and stand by. The duration of such leave will be equal to the time compensated or the minimum time

entitlement multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the day immediately prior to the day on which leave is taken (« congé compensateur »);

**

“**continuous employment**” has the same meaning as specified in the *Directive on Terms and Conditions of Employment* on the date of the 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**” means a twenty-four (24) hour period commencing at 00:01 hour (« jour »);

“**day of rest**” in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of being on leave or absent from duty without permission (« jour de repos »);

“**double time**” means two (2) times the employee's hourly rate of pay (« tarif double »);

“**employee**” means a person who is a member of the 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 »);

“**headquarters area**” has the same meaning as given to the expression in the Travel Directive (« zone d'affectation »);

“**holiday**” (« jour férié ») means:

- (a) the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement;
- (b) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:

- (i) on the day it commenced where half (1/2) or more of the hours worked fall on that day,

or

- (ii) on the day it terminates where more than half (1/2) of the hours worked fall on that day;

“hourly rate of pay” means a full-time employee’s weekly rate of pay divided by thirty-seven decimal five (37.5) (« taux de rémunération horaire »);

“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 or her 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 the employee’s scheduled hours of work,

or

- (b) in the case of a part-time employee, authorized work in excess of seven decimal five (7.5) hours per day or thirty-seven decimal five (37.5) hours per week, but does not include time worked on a holiday,

or

- (c) in the case of a part-time employee whose normal scheduled hours of work are in excess of seven decimal five (7.5) hours per day in accordance with the Variable Hours article (Appendix “B”), authorized work in excess of those normal scheduled daily hours or in excess of an average of thirty-seven decimal five (37.5) hours per week;

“PSLRA” means the *Public Service Labour Relations Act* (« LRTFP »);

“**PSLRB**” means the Public Service Labour Relations Board (« CRTFP »);

“**remuneration**” means pay and allowances (« rémunération »);

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

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

“**time and one-half**” means one and one-half (1 1/2) times the employee’s hourly rate of pay (« tarif et demi »);

“**weekly rate of pay**” means an employee’s annual rate of pay divided by 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 *PSLRA*, have the same meaning as given to them in the *PSLRA*,

and

(b) if defined in the *Interpretation Act*, but not defined in the *PSLRA*, 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.

Unless otherwise expressly stipulated, the provisions of this agreement apply equally to male and female employees.

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 covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement.

ARTICLE 6
MANAGERIAL RESPONSIBILITIES

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

ARTICLE 7
RECOGNITION

7.01 The Employer recognizes the Association as the exclusive bargaining agent for all employees described in the certificate issued by the PSLRB on the 17th day of December 2003 covering employees of the Economics and Social Science Services Group.

ARTICLE 8
EMPLOYEE REPRESENTATIVES

- 8.01** The Employer acknowledges the right of the Association to appoint or otherwise select employees as representatives.
- 8.02** The Employer and the Association shall, by mutual agreement, determine the area to be serviced by each representative.
- 8.03** The Association shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 8.02.
- 8.04** A representative shall obtain the permission of his or her 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 representative, he or she shall report back to the supervisor, where practicable.
- 8.05** The Association will have the opportunity to have an employee representative introduced to new employees as part of the Employer's formal orientation programs, where they exist.

ARTICLE 9
USE OF EMPLOYER FACILITIES

- 9.01** Space on bulletin boards (including electronic bulletin boards where available) will be made available to the Association for the posting of official Association notices, in convenient locations determined by the Employer and the Association. 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 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.
- 9.02** Where technically feasible within the existing departmental infrastructure, and subject to security restrictions, each department shall establish a hyperlink to the Association's website from the departmental intranet website.

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

9.04 A duly accredited representative of the Association may be permitted access to the Employer's premises, which includes vessels, to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case be obtained from the Employer. In the case of access to vessels, the Association representative upon boarding any vessel must report to the Master, state his or her business and request permission to conduct such business. It is agreed that these visits will not interfere with the sailing and normal operation of the vessels.

9.05 The Association shall provide the Employer a list of such Association representatives and shall advise promptly of any change made to the list.

9.06

- (a) Subject to the availability of appropriate facilities, the Association may hold general meetings of the local membership on departmental premises. The location, date and duration of such meetings shall require the prior approval of the deputy head or his or her delegate.
- (b) This clause does not entitle an employee to attend such meetings during his or her scheduled hours of work.

ARTICLE 10

CHECK-OFF

10.01 The Employer will as a condition of employment deduct an amount equal to the amount of the membership dues from the monthly pay of an employee.

10.02 The Association shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.

10.03 For the purpose of applying clause 10.01, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.

10.04 An employee who satisfies the Association to the extent that the employee satisfies in an affidavit that he or she is a member of a religious

organization whose doctrine prevents an employee as a matter of conscience from making financial contributions to an employee organization and that the employee will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved. The Association will inform the Employer accordingly.

10.05 No employee organization, as defined in Section 2 of the *PSLRA*, other than the Association, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

10.06 The amounts deducted in accordance with clause 10.01 shall be remitted to 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 each employee's behalf.

10.07 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.

10.08 The 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.

10.09 At the request of the employee and provided that there is four (4) weeks advance notice, the Employer will provide to the employee by the end of February, a letter describing all deductions from the employee's pay that are eligible for a tax credit and that are not identified on the T4.

ARTICLE 11 INFORMATION

11.01 The Employer agrees to provide the Association, on a quarterly basis, with a list of all employees in the bargaining unit. The list referred to herein shall include the name, employing department, geographical location, date of appointment to a particular position and classification of the employee and the employer will endeavour to provide it normally within one (1) month following the termination of each quarter.

**

11.02 Employees will be given electronic access to the collective agreement. Where electronic access to the Agreement is unavailable or impractical, or upon request, the employee will be supplied with a printed copy of the Agreement.

11.03 National Joint Council Agreements which form part of this collective agreement and which have a direct bearing on employees' terms and conditions of employment shall be made available to employees by the Employer either electronically or in paper form.

11.04 The Employer agrees to distribute to each new employee an information package prepared and supplied by the Association. Such information package shall require the prior approval of the Employer.

ARTICLE 12

EMPLOYEES ON PREMISES OF OTHER EMPLOYERS

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

ARTICLE 13

RESTRICTION ON OUTSIDE EMPLOYMENT

13.01 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 14

LEAVE FOR ASSOCIATION BUSINESS

Complaints made to the PSLRB Pursuant to Section 190(1) of the *PSLRA*

14.01 When operational requirements permit, in cases of complaints made to the PSLRB pursuant to section 190(1) of the *PSLRA* alleging a breach of

sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1), of the *PSLRA*, the Employer will grant leave with pay:

- (a) to an employee who makes a complaint on his or her own behalf, before the PSLRB,

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

14.02 Where 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.

14.03 The Employer will grant leave with pay:

- (a) to an employee called as a witness by the PSLRB,

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

Arbitration Board, Public Interest Commission and Alternate Dispute Resolution

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

14.05 The Employer will grant leave with pay to an employee called as witness by an Arbitration Board, Public Interest Commission or in an Alternate Dispute

Resolution Process and, when operational requirements permit, to an employee called as a witness by the Association.

Adjudication

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

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

Meetings During the Grievance Process

14.07 Where operational requirements permit, the Employer will grant to an employee:

- (a) where 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) where 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.

14.08 Where 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.

14.09 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 his or her headquarters area and reasonable leave without pay when it takes place outside his or her headquarters area.

Contract Negotiations Meetings

14.10 Where 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 Negotiations Meetings

14.11 Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiations meetings.

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

14.12 Where 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.

14.13 Subject to operational requirements, the Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Association and organizations to which the Association is affiliated.

Representatives' Training Courses

14.14 Where 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.

Employment Relations Meetings, Inquiries or Seminars

14.15 Where operational requirements permit and when the subject matter is related to the terms and conditions of employment of the employees in the bargaining unit, an employee may be granted leave without pay by the Employer to appear at public meetings, inquiries or seminars on behalf of the Association provided the employee can prove that his or her attendance has been sanctioned by the Association.

Leave for election or appointment to Association position

14.16 The Employer will grant leave of absence without pay to an employee who is elected or appointed to a full-time position of the Association within one (1) month after notice is given to the Employer of such election or appointment by the Association. The duration of such leave shall be for the period the employee holds such office.

**ARTICLE 15
ILLEGAL STRIKES**

15.01 The *PSLRA* provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including discharge, for participation in an illegal strike pursuant to the provisions of Section 12(1)(c) of the *Financial Administration Act*.

**ARTICLE 16
NO DISCRIMINATION**

16.01 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, family status, mental or physical disability, membership or activity in the Association, marital status or a conviction for which a pardon has been granted.

16.02

- (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 16.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

16.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.

16.04 Upon request by the complainant(s) and/or respondent(s) an official copy of the investigation report shall be provided to them by the Employer subject to the *Access to Information Act* and the *Privacy Act*.

ARTICLE 17

NO SEXUAL HARASSMENT

17.01 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.

17.02

- (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 17.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

17.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with sexual harassment. The selection of the mediator will be by mutual agreement.

17.04 Upon request by the complainant(s) and/or respondent(s) an official copy of the investigation report shall be provided to them by the Employer subject to the *Access to Information Act* and the *Privacy Act*.

ARTICLE 18

DUTY ABOARD VESSELS

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

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

18.03 Any work necessary for the safety of the vessel, passengers, crew or cargo shall be performed by all employees at any time on immediate call and, notwithstanding any provisions of this Agreement which might be construed to

the contrary, in no event shall overtime be paid for work performed in connection with such emergency duties of which the Master shall be the sole judge.

18.04 When an employee suffers loss of clothing or personal effects (those which can reasonably be expected to accompany the employee aboard the ship) because of marine disaster or shipwreck, the employee shall be reimbursed the value of those articles up to a maximum of one thousand (\$1,000) dollars based on replacement cost.

18.05

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

ARTICLE 19
LEAVE GENERAL

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

19.02

- (a) When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours, with one day being equal to seven decimal five (7.5) hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one day being equal to seven decimal five (7.5) hours.
- (b) Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.
- (c) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.

- (d) Notwithstanding the above, in clause 21.02, Bereavement Leave with Pay, a “day” will mean a calendar day.
- (e) The amount of leave with pay credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.

19.03 An employee shall not be granted two (2) different types of leave with pay at the same time.

19.04 An employee is not entitled to leave with pay during any period which the employee is on leave without pay, on education leave or under suspension.

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

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

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

19.08 Except as otherwise specified in this agreement,

- (a) where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave;
- (b) leave without pay for periods in excess of three (3) months shall not be counted for pay increment purposes.

ARTICLE 20
DESIGNATED PAID HOLIDAYS

20.01 Subject to clause 20.02, the following days shall be designated paid holidays for employees:

(a) New Year's Day

Good Friday

Easter Monday

the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday

Canada Day

Labour Day

the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving

Remembrance Day

Christmas Day

Boxing Day

(b) one additional day in each year that, in the opinion of the Employer, is recognized to be a territorial, provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August,

(c) one additional day when proclaimed by an Act of Parliament as a national holiday.

20.02 An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 14, Leave For Association Business.

20.03 When a day designated as a paid holiday under clause 20.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first normal working day following the employee's day of rest.

20.04 When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 20.03:

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

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

20.05

- (a) When an employee works on a holiday, he or she shall be paid time and one-half (1 1/2) for all hours worked up to the regular daily scheduled hours of work as specified by this Agreement, and double (2) time thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday.
- (b) Notwithstanding paragraph (a), when an employee works on a holiday following a day of rest on which the employee also worked and received overtime in accordance with clause 28.11 of this Agreement, the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.

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

- (a) compensation in accordance with the provisions of clause 20.05;

or
- (b) compensation equivalent to three (3) hours pay at the applicable overtime rate of pay.

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

20.08 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.

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

20.10 Payments referred to in clause 20.05 shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, they may be compensated in equivalent leave with pay to be administered in accordance with paragraph 28.14(b) of this Agreement.

ARTICLE 21

OTHER LEAVE WITH OR WITHOUT PAY

21.01 Volunteer Leave

- (a) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted in each fiscal year a single period of up to seven decimal five (7.5) hours of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.
- (b) The leave shall be scheduled at a time convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.

21.02 Bereavement Leave With Pay

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

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a single bereavement period of five (5) consecutive calendar days. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (b) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) If, during a period of vacation leave, sick leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraph (a) or (b) of this clause, the employee shall be granted bereavement leave with pay and his or her vacation leave, sick leave or compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater or in a manner other than that provided for in paragraphs 21.02(a) and (b).

21.03 Maternity Leave Without Pay

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the

termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.

- (b) Notwithstanding paragraph (a):
 - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
 - or
 - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.
- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 22 Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 22 Sick Leave With Pay, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is

expected to occur unless there is a valid reason why the notice cannot be given.

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

21.04 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
 - (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - (ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,

and

 - (iii) has signed an agreement with the Employer stating that:
 - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;
 - (C) should she fail to return to work 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:

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

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

- (b) For 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 maternity 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 maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate of pay and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.

- (d) At the employee's request, the payment referred to in subparagraph 21.04(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan maternity benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Québec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in 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 an upward 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.

21.05 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 21.04(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance or Québec Parental Insurance Plan maternity benefits;
 - and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 21.04(a), other than those specified in sections (A) and (B) of subparagraph 21.04(a)(iii);

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph 21.05(a)(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 21.04 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance Plan maternity benefits for the reasons described in subparagraph 21.05(a)(i).

21.06 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the

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

- (b) Where an employee 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 the above, at the option of the employee, the parental leave can be taken in two (2) periods of consecutive weeks, to a maximum of thirty-seven (37) weeks.
- (d) Notwithstanding paragraphs (a) and (b):
 - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
 - or
 - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.
- (e) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the commencement date of such leave.
- (f) The Employer may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;

- (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

21.07 Parental Allowance

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:
- (i) has completed six (6) months of continuous employment before the 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, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,
and
 - (iii) has signed an agreement with the Employer stating that:
 - (A) the employee will return to work on the expiry date of his/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 21.04(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:

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

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

- (b) For 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) for each week the employee receives parental, adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate of pay and the parental, adoption or paternity benefit, less any other monies earned during this period which may result

- in a decrease in his/her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
- (iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 21.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan parental benefits.
 - (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Québec.
 - (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in 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 that would increase the parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (k) The maximum combined maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

21.08 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 21.07(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits;
 - and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 21.07(a), other than those specified in sections (A) and (B) of subparagraph 21.07(a)(iii);

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph 21.08(a)(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 21.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph 21.08(a)(i).

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21.09 Leave Without Pay for the Care of Family

Subject to operational requirements, an employee shall be granted leave without pay for the care of family in accordance with the following conditions:

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- (a) For the purpose of this clause, family is defined as spouse (or common-law partner), children (including foster children or children of spouse or common-law partner) parents (including stepparents or foster parent), brother, sister, father-in-law, mother-in-law, grandchild, the employee's grandparents or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) Subject to paragraph (a), up to five (5) years leave without pay during an employee's total period of employment in the Public Service may be granted for the personal long-term care of the employee's family or for the care of a dying family member. Leave granted under this paragraph shall be for a minimum period of three (3) weeks.
- (c) An employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given.
- (d) Notwithstanding paragraphs (a) and (b) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks, but not exceeding (8) eight weeks, while in receipt of or awaiting these benefits.
- (e) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (b) above only for the periods where the employee

provides the Employer with proof that he or she has been in receipt of Employment Insurance (EI) Compassionate Care Benefits.

- (f) At the request of an employee and with the approval of the Employer, an employee who has proceeded on leave without pay may change his or her return to work date.

21.10 Leave Without Pay for Personal Needs

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

- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs. 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.
- (b) Subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.
- (c) An employee is entitled to leave without pay for personal needs twice under each of paragraph (a) and (b) during the employee's total period of employment in the Public Service. The second period of leave under each sub-clause can be granted provided that the employee has remained in the Public Service for a period of ten (10) years subsequent to the expiration of the first period of leave under the relevant paragraph.
- (d) Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.

21.11 Leave Without Pay for Relocation of Spouse

- (a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.
- (b) Leave without pay granted under this clause shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay and service for the purpose of calculating vacation leave

for the employee involved, except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

21.12 Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (or common-law partner), children (including foster children and children of spouse or common-law partner), parents (including step-parents or foster parents), parents of spouse or common law partner, grandparents, or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:
 - (i) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
 - (ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
 - (iii) to provide for the immediate and temporary care of an elderly member of the employee's family;
 - (iv) for needs directly related to the birth or to the adoption of the employee's child.
- (c) The total leave with pay which may be granted under sub-paragraphs (b)(i), (ii), (iii) and (iv) shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.
- (d) Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 21.12(b) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period,

if requested by the employee and approved by the Employer, or reinstated for use at a later date.

21.13 Court Attendance Leave

Leave with pay shall be granted to every employee, who is required:

- (a) to serve on a jury or to be available for jury selection;
- and
- (b) by subpoena or summons to attend as a witness in any proceeding held:

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- (i) in or under the authority of a court of justice,
- (ii) before a court, judge, justice, magistrate or coroner,
- (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
- (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,
- and
- (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.

21.14 Injury-on-Duty Leave

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

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

or

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

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

21.15 Personnel Selection Leave

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 *PSLRA*, the employee is entitled to leave with pay for the period during which the employee is required, either in person or via electronic means for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his or her presence is so required. This clause applies equally in respect of the personnel selection processes related to deployment.

21.16 Personal Leave With Pay

- (a) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted in each fiscal year a single period of up to seven decimal five (7.5) hours of leave with pay for reasons of a personal nature.
- (b) The leave shall be scheduled at a time convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.

21.17 Leave With or Without Pay for Other Reasons

At its discretion, the Employer may grant:

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

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

ARTICLE 22
SICK LEAVE WITH PAY

Credits

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

Granting of Sick Leave

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

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

and
- (b) the employee has the necessary sick leave credits.

22.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 22.02(a).

22.04 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 22.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to one hundred and eighty-seven decimal five (187.5) hours subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

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

22.06 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of

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

22.07 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 layoff and who is reappointed in the Public Service within two (2) years from the date of layoff.

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22.08 The Employer agrees that an employee recommended for termination for cause pursuant to Section 12(1)(e) of the *Financial Administration Act* for reasons of incapacity by reason of ill-health shall not be released at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits.

ARTICLE 23

CAREER DEVELOPMENT

General

An employee is entitled to a personal learning plan which will be jointly developed with the responsible manager. The personal learning plan will be reviewed and updated on an annual basis at the employee's request.

23.01 Education Leave

- (a) An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable the employee to fill his or 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) An employee on education leave under this clause shall receive allowances in lieu of salary equivalent of up to one hundred per cent (100%) of the employee's basic salary provided that 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) Any allowance already being received by the employee and not part of the employee's basic salary shall not be used in the calculation of the education leave allowance.
- (d) Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave and the employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- (e) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer,
 - (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 before termination of the period the employee has undertaken to serve after completion of the course,

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

23.02 Attendance at Conferences and Conventions

- (a) The parties to this Agreement recognize that the attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- (b) An employee shall have the opportunity, subject to operational requirements, to attend a reasonable number of conferences or conventions related to the employee's field of specialization in order to benefit from an exchange of knowledge and experience with the employee's professional colleagues. The Employer may grant leave with pay and reasonable expenses, including registration fees, to attend such

gatherings, subject to budgetary constraints as determined by the Employer.

- (c) 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. The Employer shall pay the registration fees of the conference or convention that the employee is required to attend.
- (d) 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 the employee's field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his or her payment of registration fees and reasonable travel expenses.
- (e) An employee shall not be entitled to any compensation under Article 28, Hours of Work and Overtime, in respect of hours the employee is in attendance at a conference or convention under the provisions of this clause.
- (f) Compensation shall not be paid under Article 30, 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.

23.03 Professional Development

- (a) Because the parties to this Agreement share a desire to improve professional standards, employees may be given the opportunity on occasion subject to operational and budgetary constraints:
 - (i) to participate in seminars, workshops, courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields,
 - (ii) to conduct research or to perform work related to their normal research programs in institutions or locations other than those of the Employer,

or

 - (iii) to carry out research in the employee's field of specialization not specifically related to the employee's assigned work projects

when in the opinion of the Employer such research is needed to enable the employee to fill his or her present role more adequately.

- (b) An employee may apply at any time for professional development under this clause, and the Employer may select an employee at any time for such professional development.
- (c) When an employee is selected by the Employer for professional development under this clause the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- (d) An employee selected for professional development under this clause will continue to receive his or her normal compensation including any increase for which the employee may become eligible. The employee shall not be entitled to any compensation under Articles 28, Hours of Work and Overtime, and 30, Travelling Time, while on professional development under this clause.
- (e) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.
- (f) The Employer will ensure the availability for office use of such professional publications as are related to the employees' fields of specialization.

23.04 Consultation

The parties to this Agreement acknowledge the mutual benefits to be derived from consultation on Career Development, and agree to consult on this issue at the departmental and local union level, subject to the provisions of Article 38, Joint Consultation.

23.05 Examination Leave

Leave with pay to write examinations may be granted by the Employer to an employee who is not on educational leave. Such leave will be granted only where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve the employee's qualifications.

ARTICLE 24
VACATION LEAVE WITH PAY

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

Accumulation of Vacation Leave Credits

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

- (a) nine decimal three seven five (9.375) hours at the employee's straight-time hourly rate until the month in which the anniversary of the employee's eighth (8th) year of service occurs; (fifteen (15) days per year)
- (b) twelve decimal five (12.5) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's eighth (8th) year of service occurs; (twenty (20) days per year)
- (c) thirteen decimal seven five (13.75) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's sixteenth (16th) year of service occurs; (twenty-two (22) days per year)
- (d) fourteen decimal three seven five (14.375) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's seventeenth (17th) year of service occurs; (twenty-three (23) days per year)
- (e) fifteen decimal six two five (15.625) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's eighteenth (18th) year of service occurs; (twenty-five (25) days per year)
- (f) sixteen decimal eight seven five (16.875) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's twenty-seventh (27th) year of service occurs; (twenty-seven (27) days per year)

- (g) eighteen decimal seven five (18.75) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's twenty-eighth (28th) year of service occurs; (thirty (30) days per year)
- (h) leave will be scheduled on an hourly basis with the hours debited for each day of vacation leave being the same as the hours the employee would have been scheduled to work on that day or portion thereof;

**

- (i) for the purpose of clause 24.02 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 year following the date of lay-off. For greater certainty, severance termination benefits taken under clauses 25.05 to 25.08, or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not left the public service;
- (j) Notwithstanding (i) above, an employee who was a member of the SI bargaining unit on (the date of signing of the collective agreement – May 17, or 18, or 19, 1989) or an employee who became a member of the SI bargaining unit between (the date of signing of the collective agreement – May 17, or 18, or 19, 1989) and May 31, 1990 shall retain, for the purpose of “service” and of establishing his or her vacation entitlement pursuant to this Article, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the Public Service is terminated.

Entitlement to Vacation Leave With Pay

24.03 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits. 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

24.04 The Employer reserves the right to schedule an employee's vacation leave but shall make reasonable effort:

- (a) to grant an employee's vacation leave in an amount and at such time as the employee may request;
- (b) to ensure that approval of an employee's request for vacation leave is not unreasonably denied;
- (c) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or the other employees, according to the wishes of the employee.

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

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

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

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

Carry-Over of Vacation Leave

24.07

- (a) Employees with leave credits in excess of two hundred and sixty-two decimal five (262.5) hours either on 31 March 2000 or upon becoming a member of the bargaining unit.

- (i) An employee who as of 31 March 2000, had accumulated annual leave in excess of two hundred and sixty-two decimal five (262.5) hours, shall liquidate the excess annual leave at a rate of twenty per cent (20%) in each subsequent vacation year, until all leave in excess of two hundred and sixty-two decimal five (262.5) hours has been eliminated.
- (ii) In the case of an individual who became or becomes a member of the bargaining unit after 31 March 2000, and who has, at the end of the vacation year during which he or she became a member, accumulated annual leave in excess of two hundred and sixty-two decimal five (262.5) hours, he or she shall liquidate the excess annual leave at a rate of twenty per cent (20%) in each subsequent vacation year, until all leave in excess of two hundred and sixty-two decimal five (262.5) hours has been eliminated.
- (iii) In calculating the amount to be liquidated under (i) or (ii), should the calculation result in a fraction of an hour, that number shall be rounded to the nearest half-hour.
- (iv) An employee subject to (i) or (ii) who has not, at the end of the vacation year, used the excess annual vacation leave required to be liquidated shall be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on the last day of the vacation year, for that portion of the twenty per cent (20%) of excess annual leave which was not used.
- (v) An employee liquidating leave under (i) or (ii), shall use before the end of the vacation year, all vacation leave earned within a vacation year, or it will be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on the last day of the vacation year.
- (vi) An employee liquidating leave under (i) or (ii) shall carry over into the following vacation year earned but unused vacation leave credits up to a maximum of two hundred and sixty-two decimal five (262.5) hours plus the portion of excess annual leave that was not required to be liquidated under (i) or (ii).

- (b) Employees with leave credits not in excess of two hundred and sixty-two decimal five (262.5) hours either on 31 March 2000 or upon becoming a member of the bargaining unit.

An employee who has earned vacation leave credits which have not been used, shall carry over into the following vacation year earned but unused vacation leave credits up to a maximum of two hundred and sixty-two decimal five (262.5) hours. All vacation leave credits in excess of two hundred and sixty-two decimal five hours (262.5) shall be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on the last day of the vacation year.

- (c) Notwithstanding the maximum allowable carryover specified under subparagraph 24.07(a)(vi) or paragraph 24.07(b), where the Employer cancels a period of vacation leave which had been approved in writing or electronically, and which cannot be scheduled before the end of the vacation year, the cancelled leave may, at the request of the employee, be carried over and used in the next vacation year.

- (d) **Cashing leave credits during the vacation year**

During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits shall be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on March 31st, of the previous vacation year.

Recall from Vacation Leave With Pay

24.08

- (a) The Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay.
- (b) Where, during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:
- (i) in proceeding to the employee's place of duty,

and

- (ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled,

after submitting such accounts as are normally required by the Employer.

- (c) The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under paragraph 24.08(b) to be reimbursed for reasonable expenses incurred by the employee.

Leave When Employment Terminates

24.09

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

**

- (b) Upon request of the employee, the Employer shall grant the employee any unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off, and the tenth (10th) year of continuous employment in the case of resignation.

24.10 Notwithstanding clause 24.09, an employee whose employment is terminated by reason of a declaration that the employee abandoned his or her position is entitled to receive the payment referred to in clause 24.09, if the employee requests it within six (6) months following the date upon which his or her employment is terminated.

Advance Payments

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

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

Cancellation of Vacation Leave

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

24.13 Upon request of the employee, the Employer shall grant the employee his or her unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off, and the tenth (10th) year of continuous employment in the case of resignation.

Appointment to a Separate Employer

24.14 Notwithstanding clause 24.09 an employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* may choose not to be paid for unused vacation leave credits, provided that the appointing organization will accept such credits.

Appointment from a Separate Employer

24.15 The Employer agrees to accept the unused vacation leave credits up to a maximum of two hundred and sixty-two decimal five (262.5) hours of an employee who resigns from an organization listed in Schedule V of the *Financial Administration Act* in order to take a position with the Employer if the employee

has chosen to have these credits transferred, provided that the transferring organization is in agreement.

24.16

- (a) The employee shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in paragraph 24.02(j).
- (b) The vacation leave credits provided in paragraph 24.16(a) above shall be excluded from the application of paragraph 24.07 dealing with the Carry-over of Vacation Leave.

ARTICLE 25 SEVERANCE PAY

**

Effective July 12, 2012, paragraphs 25.01(b) and (d) are deleted from the collective agreement.

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

(a) **Lay-off**

**

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

partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under subparagraph 25.01(a)(i) above.

(b) **Resignation**

On resignation, subject to paragraph 25.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) **Rejection on Probation**

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

(d) **Retirement**

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

or

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

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

(e) **Death**

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

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

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

For greater certainty, payments made pursuant to 25.05 to 25.08 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of 25.02.

25.03

- (a) 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 the employee's certificate of appointment pertaining to the position held by the employee on a substantive basis immediately prior to the termination of the employee's employment.
- (b) Notwithstanding paragraph 25.03(a), where an employee has been in an acting position for more than one (1) year at the time of severance, the rate of pay used to determine the employee's severance pay is the employee's acting rate of pay.

Appointment to a Separate Employer Organization

**

25.04 An employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* shall be paid severance payments resulting from the application of 25.01(b) (prior to July 12, 2012) or 25.05 – 25.08 (commencing on July 12, 2012).

**

25.05 Severance Termination

- (a) Subject to 25.02 above, indeterminate employees on July 12, 2012 shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.
- (b) Subject to 25.02 above, term employees on July 12, 2012 shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

**

Terms of Payment

**

25.06 Options

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

- (a) as a single payment at the rate of pay of the employee's substantive position as of July 12, 2012,

or
- (b) as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration,

or
- (c) as a combination of (a) and (b), pursuant to 25.07(c).

**

25.07 Selection of Option

- (a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The employee who opts for the option described in 25.06(c) must specify the number of complete weeks to be paid out pursuant to 25.06(a) and the remainder shall be paid out pursuant to 25.06(b).
- (d) An employee who does not make a selection under 25.07(b) will be deemed to have chosen option 25.06(b).

**

25.08 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the EC bargaining unit from a position outside the EC bargaining unit where, at the date of appointment, provisions similar to those in 25.01(b) and (d) are still in force, unless the appointment is only on an acting basis.

- (a) Subject to 25.02 above, on the date an indeterminate employee becomes subject to this Agreement after July 12, 2012, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (b) Subject to 25.02 above, on the date a term employee becomes subject to this Agreement after July 12, 2012, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (c) An employee entitled to severance termination benefits under paragraph (a) or (b) shall have the same choice of options outlined in 25.06, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.
- (d) An employee who does not make a selection under 25.08(c) will be deemed to have chosen option 25.06(b).

ARTICLE 26**WASH-UP TIME**

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

ARTICLE 27
PAY ADMINISTRATION

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

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

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

or

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

27.03

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

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

(i) “retroactive period” for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefore;

(ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the bargaining unit during the retroactive period;

(iii) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;

**

- (iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the *Directive on Terms and Conditions of Employment*, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
- (v) no payment nor notification shall be made pursuant to paragraph 27.03(b) for one dollar (\$1.00) or less.

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

27.05 Holding Rates of Pay

An employee who, in accordance with the Regulations Respecting *Pay on Reclassification or Conversion*, is being paid at a holding rate of pay on the effective date of an economic increase and continues to be paid at that rate on the date immediately prior to the effective date of a further economic increase, shall receive a lump-sum payment equal to one hundred per cent (100%) of the economic increase for the employee's former group and level calculated on his final rate of pay.

27.06 Rate of Pay on Reclassification of Duties and Responsibilities to a Level With a Lower Maximum Rate

Where an employee's duties and responsibilities are reclassified to a level with a lower maximum rate of pay than the level at which the employee is being paid, the following shall apply:

- (a) Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.
- (b) Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In

respect to the pay of the incumbent, this may be cited as Salary Protection Status and subject to Section (c)(ii) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level.

(c)

- (i) The Employer will make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position.
- (ii) In the event that an incumbent declines an offer of transfer to a position as in (i) above in the same geographic area, without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.

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

27.08

- (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 three (3) consecutive days or shifts, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.
- (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.

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

ARTICLE 28
HOURS OF WORK AND OVERTIME

28.01 Hours of Work

- (a) Except as provided for in clause 28.03, the normal work week shall be thirty-seven decimal five (37.5) hours exclusive of lunch periods, comprising five (5) days of seven decimal five (7.5) hours each, Monday through Friday. The work day shall be scheduled to fall within a nine (9)-hour period between the hours of 6:00 a.m. and 6:00 p.m., unless otherwise agreed in consultation between the Association and the Employer at the appropriate level.
- (b) An employee normally shall be granted two (2) consecutive days of rest during each seven (7)-day period unless operational requirements do not so permit.
- (c) 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 6:00 a.m. and 6:00 p.m.

**

- (d)
 - (i) Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a variable hour schedule the employee works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every variable hour period, such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.
 - (ii) Notwithstanding 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.

- (e) Employees may be required to submit monthly attendance registers; only those hours of overtime and absences need be specified.

28.02 Employees covered by paragraph 28.01(c) shall be subject to the variable hours of work provisions established in this Agreement.

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

- (a) Normal hours of work shall be scheduled so that employees work:
 - (i) an average of thirty-seven decimal five (37.5) hours per week and an average of five (5) days per week,

and either
 - (ii) seven decimal five (7.5) hours per day,

or
 - (iii) an average of seven decimal five (7.5) hours per day where so agreed between the Employer and the majority of the employees affected.
- (b) Every reasonable effort shall be made by the Employer:
 - (i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;
 - (ii) to avoid excessive fluctuations in hours of work;
 - (iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;
 - (iv) to arrange shifts over a period of time not exceeding fifty-six (56) days and to post schedules at least fourteen (14) days in advance of the starting date of the new schedule;
 - (v) to grant an employee a minimum of two (2) consecutive days of rest.

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

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

General

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

28.05 The Employer agrees that, before a schedule of working hours is changed, the change will be discussed with the appropriate representative of the Association, if the change will affect a majority of the employees governed by the schedule.

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

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

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28.08 Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal day.

28.09 Assignment of Overtime Work

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

- (a) to allocate overtime work on an equitable basis among readily available, qualified employees,

and
- (b) to give employees who are required to work overtime adequate advance notice of this requirement.

28.10 Subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime.

28.11 When an employee is required by the Employer to work overtime, the employee shall be compensated for each fifteen (15)-minute period as follows:

- (a) on the employee's normal work day, at the rate of time and one-half (1 1/2) for the first seven decimal five (7.5) hours of overtime worked and at the rate of double (2) time for all hours of overtime in any contiguous period in excess of the first seven decimal five (7.5) hours;
- (b) on the employee's first day of rest, at the rate of time and one-half (1 1/2) for the first seven decimal five (7.5) hours of overtime worked and at the double (2) time rate for each contiguous hour thereafter;

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- (c) on the employee's second or subsequent day of rest, at the basis of double (2) time for each hour of overtime worked. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

28.12

- (a) If an employee is given instructions before the beginning of the employee's meal break or before the midpoint of the employee's workday whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight time, whichever is the greater.
- (b) If an employee is given instructions, after the midpoint of the employee's workday or after the beginning of the employee's meal break whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of three (3) hours' pay at straight time, whichever is the greater.

28.13 Meal Allowance

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following his or her scheduled hours of work, and who has not been notified of the requirement prior to the end of last scheduled work period, shall be reimbursed for one meal in the amount of ten dollars and fifty cents (\$10.50), except where free meals are provided.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one additional meal in the amount of ten dollars and fifty cents (\$10.50), except where free meals are provided.
- (c) Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order to take a meal break either at or adjacent to the employee's place of work.
- (d) This clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

28.14

- (a) Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.
- (b) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer. Compensatory leave with pay not used by the end of the fiscal year shall be paid in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment at that date. An employee may elect to carry over into the next fiscal year up to a maximum of thirty-seven decimal five (37.5) hours of unused compensatory leave.
- (c) Where in respect of any period of compensatory leave, an employee is granted:
 - (i) bereavement leave with pay as per clause 21.02,
or
 - (ii) leave with pay as per clause 21.12 because of illness in the family on production of a medical certificate,
or
 - (iii) sick leave on production of a medical certificate as per Article 22,

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

28.15 The Employer will endeavour to make cash payment for overtime earned under this Article within six (6) weeks following the end of the pay period in which the record of the hours of overtime was submitted.

28.16 When an employee is required to work either continuous or non-contiguous overtime, time spent by the employee reporting to or returning from work shall not constitute time worked.

ARTICLE 29
REPORTING PAY

29.01 When an employee is required to report and reports to work on a day of rest, the employee is entitled to a minimum of three (3) hours pay at the applicable overtime rate.

29.02 Payments provided under Article 31, Call-Back Pay, and Article 29, Reporting Pay, shall not be pyramided; that is, an employee shall not receive more than one compensation for the same service.

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

29.04 The minimum payment referred to in clause 29.01 above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with B.12 (Appendix "B") of this Agreement.

ARTICLE 30
TRAVELLING TIME

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

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30.02 When an employee is required to travel outside his or her headquarters area on government business, as this expression is 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 30.03 and 30.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than five (5) hours.

30.03 For the purposes of clauses 30.02 and 30.04, the travelling time for which an employee shall be compensated is as follows:

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

30.04 If an employee is required to travel as set forth in clauses 30.02 and 30.03:

- (a) On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.
- (b) On a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) his or her regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours,

and
 - (ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate of pay, or not to exceed fifteen (15) hours' pay at the straight-time rate of pay when the travel is outside Canada or Continental USA.
- (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay at the straight-time rate of pay, or not to exceed

fifteen (15) hours' pay at the straight-time rate of pay when the travel is outside Canada or Continental USA.

- (d) Travel time shall be compensated in cash, except where upon request of an employee and with the approval of the Employer, travel time shall be compensated by leave with pay. The duration of such leave shall be equal to the travel time multiplied by the appropriate rate of payment and payment shall be based on the employee's hourly rate of pay in effect on the date immediately prior to the day on which the leave is taken.

If any lieu time earned cannot be liquidated by the end of the fiscal year, then payment in cash will be made at the employee's then current rate of pay.

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

- (a) on a normal working day, his or her regular pay for the day,
or
(b) pay for actual hours worked in accordance with Article 20, Designated Paid Holidays, and the overtime provisions of this Agreement.

30.06 When an employee travels through more than one (1) time zone, computation will be made as if the employee had remained in the time zone of the point of origin for continuous travel and in the time zone of each point of overnight stay after the first day of travel.

30.07 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.

30.08 All calculations made pursuant to this Article are subject to clause 28.11.

30.09 Travel Status Leave

- (a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his or her permanent residence for forty (40) nights during a fiscal year shall be granted seven decimal five

(7.5) hours off with pay. The employee shall be credited with an additional seven decimal five (7.5) hours for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) additional nights.

- (b) The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay, to be administered in accordance with paragraph 28.14(b) of this Agreement.
- (c) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.

**ARTICLE 31
CALL-BACK PAY**

31.01 If an employee is called back to work:

- (a) on a designated paid holiday which is not the employee's scheduled day of work,

or
- (b) on the employee's day of rest,

or
- (c) after the employee has completed his or her work for the day and has left his or her place of work,

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

- (i) Compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period. Such maximum shall include any reporting pay pursuant to clause 20.07 of Article 20 and the Reporting Pay Provisions of this Agreement;

or

- (ii) compensation at the applicable rate of overtime compensation for time worked,

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

- (d) The minimum payment referred to in subparagraph 31.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with B.11 (Appendix "B").

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

No Pyramiding of Payments

31.03 Payments provided under Overtime and Reporting Pay provisions, the Designated Paid Holiday and Standby provisions of this Agreement and clause 31.01 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

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

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

or

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

ARTICLE 32

STANDBY

32.01 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment at the

rate of one half (1/2) hour at straight time for each four (4) consecutive hours or portion thereof that he or she is on standby.

32.02 An Employee designated by letter or by list for stand-by duty shall be available during his period of stand-by at a known telecommunications link number and if called, be able to return for duty as quickly as possible, and within a time frame predetermined by the Employer, in consultation with the employee. In designating employees for standby duty the Employer will endeavour to provide for the equitable distribution of standby duties.

32.03 Standby shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, standby may be compensated in equivalent leave with pay.

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

32.05 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 time that an employee is required to report for work during a period of standby of eight (8) hours.

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

No Pyramiding of Payments

32.07 Payments provided under the Overtime and Reporting Pay provisions, the Designated Paid Holidays and Call-Back Pay provisions of this Agreement, and clause 32.05 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

ARTICLE 33
SHIFT AND WEEKEND PREMIUMS

33.01 Shift Premium

An employee working on shifts, half or more of the hours of which are regularly scheduled between 4:00 p.m. and 8:00 a.m., will receive a shift premium of two dollars (\$2) per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

33.02 Weekend Premium

- (a) Employees shall receive an additional premium of two dollars (\$2) per hour for work on a Saturday and/or Sunday for hours worked as stipulated in (b) below.
- (b) A weekend premium shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.

ARTICLE 34
STATEMENT OF DUTIES

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

ARTICLE 35
DISCIPLINE

35.01 When an employee is required to attend a meeting on disciplinary matters, the Employer shall notify the employee that the employee is entitled to have a representative of the Association attend the meeting. Where practicable, the employee shall receive in writing a minimum of one (1) working day's notice of such a meeting. The notice shall inform the employee that the meeting will be on a disciplinary matter. Where the presence of a representative of the Association is required and where the meeting is outside the National Capital

Region, this minimum period shall be increased to three (3) days, where practicable.

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

35.03 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.

35.04 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.

35.05 The Employer shall notify the local representative of the Association that such suspension has occurred.

ARTICLE 36
EMPLOYEE PERFORMANCE REVIEW
AND EMPLOYEE FILES

36.01

- (a) An employee shall be given an opportunity to sign the formal review of his or her performance and shall also be given an opportunity to sign all adverse reports pertaining to the performance of his or her duties in his or her current position which are placed on his personnel file.
- (b) The Employer's representative who assesses an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is being evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.

36.02

- (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.

36.03 Upon written request of an employee, the personnel file of that employee may be made available once per year for the employee's examination in the presence of an authorized representative of the Employer.

ARTICLE 37

HEALTH AND SAFETY

37.01 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 38

JOINT CONSULTATION

38.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.

38.02 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.

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

38.04 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.

ARTICLE 39

NATIONAL JOINT COUNCIL AGREEMENTS

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

39.02 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 PSLRB has made a ruling pursuant to paragraph (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

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39.03 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 collective agreement:

- (1) Bilingual Bonus Directive
- (2) Commuting Assistance Directive
- (3) First Aid to the General Public – Allowance for Employees
- (4) Foreign Service Directives
- (5) Isolated Post and Government Housing Directive
- (6) Memorandum of Understanding on Definition of Spouse
- (7) Public Service Health Care Plan Directive
- (8) NJC Relocation Directive

- (9) Travel Directive
- (10) Uniforms Directive
- (11) Workforce Adjustment Directive
- (12) Occupational Health and Safety Directive

During the term of this collective agreement, other directives, policies or regulations may be added to the above noted list.

39.04 Grievances in regard to the above directives, policies or regulations shall be filed in accordance with clause 40.01 of the Article on grievance procedure in this collective agreement.

ARTICLE 40 GRIEVANCE PROCEDURE

Interpretation of the agreement

The parties agree that, in the event of a dispute arising out of the interpretation of a clause or Article in this Agreement, it is desirable that the parties meet within a reasonable time and seek to resolve the problem. This Article does not prevent an employee from availing of the grievance procedure provided in this Agreement.

40.01 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 section 15.0 of the NJC By-Laws.

40.02 The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When the parties agree in writing to avail themselves of an informal conflict management system established pursuant to section 207 of the *PSLRA*, the time limits prescribed in the article 40 Grievance Procedure are suspended until either party gives the other notice in writing to the contrary.

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

40.04 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.

40.05 Where the provisions of clauses 40.07 and 40.24 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency concerned. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his or her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

40.06 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.

Individual Grievances

40.07 An employee who wishes to present a grievance at any prescribed level in the grievance procedure shall transmit this grievance to the employee's immediate supervisor or local officer-in-charge who shall forthwith:

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

and

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

40.08 Presentation of grievance

(1) Subject to the *Public Service Labour Relations Act* section 208, subsections (2) to (7), an employee is entitled to present an individual grievance if he or she feels aggrieved

(a) by the interpretation or application, in respect of the employee, of

- (i) a provision of a statute or regulation, or of a direction or other instrument made or issued by the employer, that deals with terms and conditions of employment, in matters other than those arising from the classification process, or
 - (ii) a provision of a collective agreement or an arbitral award;
 - or
 - (b) as a result of any occurrence or matter affecting his or her terms and conditions of employment.
- (2) An employee may not present an individual grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the *Canadian Human Rights Act*.
 - (3) Despite subsection (2), an employee may not present an individual grievance in respect of the right to equal pay for work of equal value.
 - (4) An employee may not present an individual grievance relating to the interpretation or application, in respect of the employee, of a provision of a collective agreement or an arbitral award unless the employee has the approval of and is represented by the Association.
 - (5) An employee who, in respect of any matter, avails himself or herself of a complaint procedure established by a policy of the employer may not present an individual grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from presenting an individual grievance under this Article.
 - (6) An employee may not present an individual grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

- (7) For the purposes of subsection (6), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation 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.

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

- (a) Level 1 - first (1st) level of management;
- (b) Levels 2 and 3 where such level or levels are established in Departments or Agencies - intermediate level(s);
- (c) Final level: the Deputy Minister (or his equivalent) or his delegated representative.

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

Where there are three levels in the grievance procedure, upon mutual consent between the Employer and the grievor, level 2 may be waived.

40.10 Representatives

- (a) 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 title of the person so designated together with the title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.
- (b) 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.

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

40.12 An employee may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 40.07, not later than the twenty-fifth (25th) day after the date on which the employee is notified orally or in writing or on which the employee first becomes aware of the action or circumstances giving rise to grievance.

40.13 An employee may present a grievance at each succeeding level in the grievance procedure beyond the first (1st) level either:

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

or

(b) where the Employer has not conveyed a decision to the employee within the time prescribed in clause 40.14, within twenty (20) days after presenting the grievance at the previous level and within twenty-five (25) days after the grievance was presented at the final level.

40.14 The Employer shall normally reply to an employee's grievance at any level of the grievance procedure, except the final level, within ten (10) days after the grievance is presented, and within twenty (20) days when the grievance is presented at the final level.

40.15 Where an employee has been represented by the Association in the presentation of his or 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.

40.16 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.

40.17 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.

40.18 Where the Employer demotes or terminates an employee for cause pursuant to paragraphs 12(1)(c), (d) or (e) of the *Financial Administration Act*, the grievance procedure set forth in this Agreement shall apply except that:

- (a) the grievance may be presented at the final level only;
- (b) notwithstanding paragraph 40.03(c), the Deputy Head cannot appoint a representative to hear the grievance and to render a decision.
- (c) the twenty (20) day time limit within which the Employer is to reply at the final step may be extended to a maximum of forty (40) days by mutual agreement of the Employer and the appropriate representative of the Association.

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

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

40.21 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his or her grievance or refrain from exercising his or her right to present a grievance, as provided in this collective agreement.

40.22 Reference to Adjudication

**

- (1) An employee may refer to adjudication, in accordance with the provisions of the *Public Service Labour Relations Act and Regulations*, an individual grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to the employee's satisfaction if the grievance is related to:
 - (a) the interpretation or application in respect of the employee of a provision of a collective agreement or an arbitral award;
 - (b) a disciplinary action resulting in termination, demotion, suspension or financial penalty;

- (c) demotion or termination under paragraph 12(1)(d) of the *Financial Administration Act* for unsatisfactory performance or under paragraph 12(1)(e) of that Act for any other reason that does not relate to a breach of discipline or misconduct,
- (2) When an individual grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.
- (3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).
- (4) Nothing in subsection (1) above is to be construed or applied as permitting the referral to adjudication of an individual grievance with respect to:
 - (a) any termination of employment under *the Public Service Employment Act*;
 - or
 - (b) any deployment under the *Public Service Employment Act*, other than the deployment of the employee who presented the grievance.

40.23 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him or her of a provision of this agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the Association signifies in 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.

Group Grievances

40.24 The Association may present a grievance at any prescribed level in the grievance procedure, and shall transmit this grievance to the 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 Association with a receipt stating the date on which the grievance was received by him.

40.25 Presentation of Group Grievance

- (1) The Association may present to the employer a group grievance on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of a collective agreement or an arbitral award.
- (2)
 - (a) The Association must obtain the consent of each of the employees concerned in the form provided for by the regulations. The consent of an employee is valid only in respect of the particular group grievance for which it is obtained.
 - (b) The Association may have up to ten (10) days after the presentation of the grievance to submit to the Employer the written consent of each of the employees concerned in the form provided for by the regulations.
- (3) The group grievance must relate to employees in a single portion of the federal public administration.
- (4) The Association may not present a group grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the *Canadian Human Rights Act*.
- (5) Despite subsection (4), the Association may not present a group grievance in respect of the right to equal pay for work of equal value.

- (6) If an employee has, in respect of any matter, availed himself or herself of a complaint procedure established by a policy of the Employer, the Association may not include that employee as one on whose behalf it presents a group grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from participating in a group grievance under this Article.
- (7) The Association may not present a group grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.
- (8) For the purposes of subsection (7), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation 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.

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

- (a) Level 1 - first (1st) level of management;
- (b) Levels 2 and 3 where such level or levels are established in Departments or Agencies - intermediate level(s);
- (c) Final level: the Deputy Head (or his equivalent) or his delegated representative.

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

Where there are three levels in the grievance procedure, upon mutual consent between the Employer and the grievor, level 2 may be waived.

40.27 The Employer shall designate a representative at each level in the grievance procedure and shall inform the Association of the title of the person so designated together with the title and address of the officer-in charge to whom a grievance is to be presented.

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

40.29 The Association may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 40.24, no later than the twenty-fifth (25th) day after the earlier of the day on which the aggrieved employees received notification and the day on which they had knowledge of any act, omission or other matter giving rise to the group grievance.

40.30 The Association may present a grievance at each succeeding level in the grievance procedure beyond the first (1st) level either:

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

or

- (b) where the Employer has not conveyed a decision to the Association within the time prescribed in clause 40.31, within twenty (20) days after presenting the grievance at the previous level and within twenty-five (25) days after the grievance was presented at the final level.

40.31 The Employer shall normally reply to the Association's grievance at any level of the grievance procedure, except the final level, within ten (10) days after the grievance is presented, and within twenty (20) days when the grievance is presented at the final level.

40.32 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.

40.33 The Association may by written notice to officer-in-charge withdraw a grievance.

40.34 Opting out of a group Grievance

- (1) An employee in respect of whom a group grievance has been presented may, at any time before a final decision is made in respect of the grievance, notify the Association that the employee no longer wishes to be involved in the group grievance.
- (2) The Association shall provide to the representatives of the Employer authorized to deal with the grievance, a copy of the notice received pursuant to paragraph (1) above.
- (3) After receiving the notice, the Association may not pursue the grievance in respect of the employee.

40.35 The Association failing to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless the Association was unable to comply with the prescribed time limits due to circumstances beyond its control.

40.36 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause the Association to abandon the grievance or refrain from exercising the right to present a grievance, as provided in this collective agreement.

40.37 Reference to Adjudication

**

- (1) The Association may refer to adjudication, in accordance with the provisions of the *Public Service Labour Relations Act and Regulations*, any group grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to its satisfaction.
- (2) When a group grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.
- (3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).

ARTICLE 41
NOTICE OF TRANSFER

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

ARTICLE 42
JOB SECURITY

42.01 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 workforce will be accomplished through attrition.

ARTICLE 43
TECHNOLOGICAL CHANGE

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

43.02 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.

43.03 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.

43.04 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.

43.05 The written notice provided for in clause 43.04 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.

43.06 As soon as reasonably practicable after notice is given under clause 43.04, the Employer shall consult with the Association concerning the effects of the technological change referred to in clause 43.04 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.

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

ARTICLE 44
AUTHORSHIP

44.01 The Employer agrees that original articles, professional and technical papers prepared by an employee, within the scope of his or her employment, will be retained on appropriate departmental files for the normal life of such files. The Employer, will not unreasonably withhold permission for the publication of original articles, or professional and technical papers in professional media. At the Employer's discretion, recognition of authorship will be given where practicable in departmental publications.

44.02 When an employee acts as a sole or joint author or editor of an original publication, the employee's authorship or editorship shall normally be shown on the title page of such publication.

44.03

- (a) The Employer may suggest revisions to material and may withhold approval to publish such articles and papers to which clause 44.01 refers.
- (b) When approval for publication is withheld, the author shall be so informed.

Where the Employer wishes to make changes in material submitted for publication with which the author does not agree, the author shall not be credited publicly if he or she so requests.

ARTICLE 45
REGISTRATION FEES

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

45.02 Membership dues referred to in Article 10, Check-off, of this collective agreement are specifically excluded as reimbursable fees under this Article.

ARTICLE 46
EMPLOYMENT REFERENCES

46.01 On application by an employee, the Employer shall provide personal references to the prospective employer of such employee indicating length of service, principal duties and responsibilities and performance of such duties.

ARTICLE 47
RIGHTS OF EMPLOYEES

47.01 Nothing in this agreement shall be construed as an abridgement or restriction of any employee's constitutional rights or of any right expressly conferred in an act of the Parliament of Canada.

ARTICLE 48
CONTRACTING OUT

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

ARTICLE 49
MATERNITY-RELATED REASSIGNMENT OR LEAVE

49.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child. On being informed of the cessation of the current functions, the Employer, with the written consent of the employee, shall notify the appropriate work place committee or the health and safety representative.

49.02 An employee's request under clause 49.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.

49.03 An employee who has made a request under clause 49.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

(a) modifies her job functions or reassigns her,

or

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

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

49.05 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.

49.06 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.

49.07 Notwithstanding clause 49.05, for an employee working in an institution where she is in direct and regular contact with offenders, if 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 with pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than at the time the employee proceeds on Maternity Leave Without Pay or the termination date of the pregnancy, whichever comes first.

ARTICLE 50

RELIGIOUS OBSERVANCE

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

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

50.03 Notwithstanding clause 50.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this article shall not be compensated nor should they result in any additional payments by the Employer.

50.04 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 51

MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

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

51.02 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 52
AGREEMENT REOPENER

52.01 This Agreement may be amended by mutual consent.

ARTICLE 53
DURATION

**

53.01 This collective agreement shall expire on 21 June 2014.

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

53.03 The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of signing.

SIGNED AT OTTAWA, this 15th day of the month of October 2012.

THE TREASURY BOARD
OF CANADA

CANADIAN ASSOCIATION OF
PROFESSIONAL EMPLOYEES

ORIGINAL SIGNED BY

Marc-Arthur Hyppolite

ORIGINAL SIGNED BY

Claude Danik

ORIGINAL SIGNED BY

Cynthia Nash

ORIGINAL SIGNED BY

Claude Poirier

ORIGINAL SIGNED BY

Kim Hennigar

ORIGINAL SIGNED BY

Gordon Brennan

ORIGINAL SIGNED BY

Véronique Robitaille-Gosselin

ORIGINAL SIGNED BY

Gabriel Breton

ORIGINAL SIGNED BY

Sylvie Houle

ORIGINAL SIGNED BY

Normand Faulkner

ORIGINAL SIGNED BY

Bill Megill

ORIGINAL SIGNED BY

Todd Johnson

ORIGINAL SIGNED BY

Stephen Mihorean

ORIGINAL SIGNED BY

Laura E. Monroe

THE TREASURY BOARD
OF CANADA

CANADIAN ASSOCIATION OF
PROFESSIONAL EMPLOYEES

ORIGINAL SIGNED BY

Joan Coulter

ORIGINAL SIGNED BY

Patrick A. Warner

ORIGINAL SIGNED BY

Ambrose Wong

ORIGINAL SIGNED BY

Hélène Paris

****APPENDIX "A"**

**ECONOMICS AND SOCIAL SCIENCE SERVICES GROUP
ANNUAL RATES OF PAY**

- A) Effective June 22, 2011
 B) Effective June 22, 2012
 X) Effective June 22, 2013: Restructure
 C) Effective June 22, 2013
 (Arbitral Award – July 12, 2012)

EC-01

| | | | | | | | |
|-------|----|-------|-------|-------|-------|-------|-------|
| From: | \$ | 44350 | 45903 | 47508 | 49173 | 51584 | |
| To: | A | 45126 | 46706 | 48339 | 50034 | 52487 | |
| | B | 45803 | 47407 | 49064 | 50785 | 53274 | |
| | X | | 47407 | 49064 | 50785 | 53274 | 55112 |
| | C | | 48355 | 50045 | 51801 | 54339 | 56214 |

EC-02

| | | | | | | | |
|-------|----|-------|-------|-------|-------|-------|-------|
| From: | \$ | 50122 | 51357 | 52601 | 54444 | 56917 | |
| To: | A | 50999 | 52256 | 53522 | 55397 | 57913 | |
| | B | 51764 | 53040 | 54325 | 56228 | 58782 | |
| | X | | 53040 | 54325 | 56228 | 58782 | 60810 |
| | C | | 54101 | 55412 | 57353 | 59958 | 62026 |

EC-03

| | | | | | | | |
|-------|----|-------|-------|-------|-------|-------|-------|
| From: | \$ | 55102 | 56725 | 58344 | 59960 | 62044 | |
| To: | A | 56066 | 57718 | 59365 | 61009 | 63130 | |
| | B | 56907 | 58584 | 60255 | 61924 | 64077 | |
| | X | | 58584 | 60255 | 61924 | 64077 | 66288 |
| | C | | 59756 | 61460 | 63162 | 65359 | 67614 |

EC-04

| | | | | | | | |
|-------|----|-------|-------|-------|-------|-------|-------|
| From: | \$ | 59009 | 61233 | 63328 | 65517 | 68498 | |
| To: | A | 60042 | 62305 | 64436 | 66664 | 69697 | |
| | B | 60943 | 63240 | 65403 | 67664 | 70742 | |
| | X | | 63240 | 65403 | 67664 | 70742 | 73183 |
| | C | | 64505 | 66711 | 69017 | 72157 | 74647 |

EC-05

| | | | | | | | |
|-------|----|-------|-------|-------|-------|-------|-------|
| From: | \$ | 70614 | 73208 | 75443 | 77909 | 81454 | |
| To: | A | 71850 | 74489 | 76763 | 79272 | 82879 | |
| | B | 72928 | 75606 | 77914 | 80461 | 84122 | |
| | X | | 75606 | 77914 | 80461 | 84122 | 87024 |
| | C | | 77118 | 79472 | 82070 | 85804 | 88764 |

EC-06

| | | | | | | | |
|-------|----|-------|-------|-------|-------|-------|--------|
| From: | \$ | 80243 | 82711 | 85609 | 88689 | 92725 | |
| To: | A | 81647 | 84158 | 87107 | 90241 | 94348 | |
| | B | 82872 | 85420 | 88414 | 91595 | 95763 | |
| | X | | 85420 | 88414 | 91595 | 95763 | 99067 |
| | C | | 87128 | 90182 | 93427 | 97678 | 101048 |

EC-07

| | | | | | | | |
|-------|----|-------|-------|--------|--------|--------|--------|
| From: | \$ | 90244 | 93453 | 96274 | 99194 | 103707 | |
| To: | A | 91823 | 95088 | 97959 | 100930 | 105522 | |
| | B | 93200 | 96514 | 99428 | 102444 | 107105 | |
| | X | | 96514 | 99428 | 102444 | 107105 | 110800 |
| | C | | 98444 | 101417 | 104493 | 109247 | 113016 |

EC-08

| | | | | | | | |
|-------|----|--------|--------|--------|--------|--------|--------|
| From: | \$ | 98761 | 101602 | 104417 | 107370 | 112255 | |
| To: | A | 100489 | 103380 | 106244 | 109249 | 114219 | |
| | B | 101996 | 104931 | 107838 | 110888 | 115932 | |
| | X | | 104931 | 107838 | 110888 | 115932 | 119932 |
| | C | | 107030 | 109995 | 113106 | 118251 | 122331 |

PAY NOTES AND PAY INCREMENT ADMINISTRATION

**

1. The pay increment period for employees paid in the EC levels 1 to 8 is twelve (12) months, and the pay increase shall be to the next rate in the scale.

**

2. Except as provided in clause 27.03, an employee being paid in the EC levels 1 to 8 shall, on the relevant effective dates of adjustments to rates of pay, be paid in the (A) and (B) scales of rates shown immediately below the employee's former rate of pay.

**

3. **Restructure**

- (a) Effective June 22, 2013, an employee at EC levels 1 through 8 shall be paid in the (X) scale of rates at the rate of pay which is immediately below the employee's former rate of pay, or if there is no such rate, to the rate of pay in the (X) scale of rates which is closest to but not less than the employee's former rate of pay.
- (b) Notwithstanding Pay note 3(a), an employee at EC levels 1 through 8 who has been at the maximum of the salary range for twelve (12) months or more on June 22, 2013 will move to the new maximum rate of pay effective June 22, 2013.

**

4. Except as provided in clause 27.03 and Pay note 3(a) and (b), an employee being paid in the EC levels 1 to 8 scale of rates shall, on the relevant effective date of adjustments to rates of pay, be paid in the (C) scale of rates shown immediately below the employee's former rate of pay.
5. Subject to (1), the pay increment date for an employee appointed on or after May 22, 1981 to a position in the SI classification, or on or after January 15, 1982 in the ES classification, on promotion, demotion or from outside the Public Service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the SI bargaining unit prior to May 22, 1981 or in the ES bargaining unit prior to January 15, 1982, shall be the date on which the employee received his or her last pay increment.

6. If an employee dies, the salary due to the employee on the last working day preceding the employees' death shall continue to accrue to the end of the month in which the employee dies. Salary so accrued which has not been paid to the employee as at the date of the employees death shall be paid to the employees' estate.
7. When an employee who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, the employee is entitled during the employees period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis, or for a period of two (2) more months prior to the period of leave.

Pay Notes for CBSA Employees

- (a) This pay note applies to employees that were appointed or transferred upon creation of the CBSA.
- (b) Should the employee's salary exceed the maximum of the range for his or her group and level, the employee's salary shall remain unchanged until such time as the maximum rate of pay for the employee's group and level is equal to, or greater than, the employee's salary.

**

- (c) Effective June 22, 2011, should the employee's salary be within the new salary band in the "A" line, the employee's new rate of pay shall be the step in the "A" line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum payment in an annualized amount equivalent to the difference between the value of the economic increase (i.e. one decimal seven five per cent (1.75%)) and the actual salary increase, to be paid bi-weekly.

**

- (d) Effective June 22, 2011, employees who continue to be subject to paragraph (b) shall receive a lump sum payment in an annualized amount equivalent to one decimal seven five per cent (1.75%) of the employee's rate of pay, to be paid bi-weekly, in lieu of the economic increase.

**

- (e) Effective June 22, 2012, should the employee's salary be within the new salary band in the "B" line, the employee's new rate of pay shall be the step in the "B" line which is closest to, but not less than, the rate of pay

received on that day. Furthermore the employee shall be entitled to a lump sum in an annualized amount equivalent to the difference between the value of the economic increase (i.e. one decimal five per cent (1.5%)) and the actual salary increase, to be paid bi-weekly.

**

- (f) Effective June 22, 2012, employees subject to paragraph (b) shall receive a lump sum payment in an annualized amount equivalent to one decimal five per cent (1.5%) of the employee's rate of pay, to be paid bi-weekly, in lieu of the economic increase.

**

- (g) Effective June 22, 2013, should the employee's salary be within the new salary band in the "X" line, the employee's new rate of pay shall be the step in the "X" line which is closest to, but not less than, the rate of pay received on that day.

**

- (h) Effective June 22, 2013, should the employee's salary be within the new salary band in the "C" line, the employee's new rate of pay shall be the step in the "C" line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum in an annualized amount equivalent to the difference between the value of the economic increase (i.e. two per cent (2.0%)) and the actual salary increase, to be paid bi-weekly.

**

- (i) Effective June 22, 2013, employees subject to paragraph (b) shall receive a lump sum payment in an annualized amount equivalent to two per cent (2.0%) of the employee's rate of pay, to be paid bi-weekly, in lieu of the economic increase.

- (j) All other provisions of the new collective agreement shall apply.

****APPENDIX “B”**

PART-TIME EMPLOYEES

Definition

B.01 Part-time employee means an employee whose weekly scheduled hours of work on average are less than those established in Article 28, but not less than those prescribed in the *PSLRA*.

General

B.02 Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal scheduled weekly hours of work compare with the normal weekly hours of work of full-time employees unless otherwise specified in this Agreement.

B.03 Part-time employees shall be paid at the straight-time rate of pay for all work performed up to seven decimal five (7.5) hours in a day or thirty-seven decimal five (37.5) hours in a week.

B.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 the weekly hours specified by this agreement.

B.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

B.06 A part-time employee shall not be paid for the designated holidays but shall, instead be paid four decimal two five per cent (4.25%) for all straight-time hours worked.

B.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 20.01 of this agreement, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all time worked up to the regular daily scheduled hours of work as specified by this agreement and double (2T) thereafter.

B.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 20.01 of this agreement, shall be paid for the time actually worked in accordance with clause B.07, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater

Overtime

B.09 Overtime means authorized work performed in excess of seven decimal five (7.5) hours per day or thirty-seven decimal five (37.5) hours per week but does not include time worked on a holiday.

B.10 Subject to B.09 a part-time employee who is required to work overtime shall be paid overtime as specified by this agreement.

Call-Back

B.11 When a part-time employee meets the requirements to receive call-back pay in accordance with 31.01(c) 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

B.12 Subject to B.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with the reporting pay provision of this Agreement, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

Bereavement Leave

B.13 Notwithstanding clause B.02, there shall be no prorating of a "day" in clause 21.02, Bereavement Leave With Pay.

Vacation Leave

B.14 A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2T) the number of hours in the employee's normal workweek, at the rate for years of service established in the vacation leave entitlement clause specified by this Agreement, prorated and calculated as follows:

- (a) when the entitlement is nine decimal three seven five (9.375) hours a month, .250 multiplied by the number of hours in the employee's work week per month;
- (b) when the entitlement is twelve decimal five (12.5) hours a month, .333 multiplied by the number of the hours in the employee's work week per month;
- (c) when the entitlement is thirteen decimal seven five (13.75) hours a month, .367 multiplied by the number of hours in the employee's work week per month;
- (d) when the entitlement is fourteen decimal three seven five (14.375) hours a month, .383 multiplied by the number of hours in the employee's work week per month;
- (e) when the entitlement is fifteen decimal six two five (15.625) hours a month, .417 multiplied by the number of hours in employee's work week per month;
- (f) when the entitlement is sixteen decimal eight seven five (16.875) hours a month, .450 multiplied by the number of hours in the employee's workweek per month;
- (g) when the entitlement is eighteen decimal seven five (18.75) hours a month, .500 multiplied by the number of hours in the employee's workweek per month.

Sick Leave

B.15 A part-time employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an employee's normal workweek for each calendar month in which the employee has received pay for at least twice (2T) the number of hours in the employee's normal workweek.

B.16 Vacation and Sick Leave Administration

- (a) For the purposes of administration of clauses B.14 and B.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

**

B.17 Notwithstanding the provisions of Article 25, Severance Pay, of this Agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full- and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate as described in clause 25.03 to produce the severance pay.

****APPENDIX "C"****VARIABLE HOURS OF WORK**

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. This Agreement is modified by these provisions to the extent specified herein.

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.

**

C.01 General Terms

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 specified by this Agreement; starting and finishing times, meal breaks and rest periods are subject to the approval of the Employer and the daily hours of work shall be consecutive.

For shift workers such schedules shall provide that an employee's normal workweek shall average the weekly hours per week specified in this Agreement over the life of the schedule. The maximum life of a schedule shall be six (6) months.

For day workers, such schedules shall provide that an employee's normal workweek shall average the weekly hours per week specified in this Agreement over the life of the schedule. The maximum life of a schedule shall be fifty-two (52) weeks.

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

C.02 Conversion of Days to Hours

The provisions of this Agreement which specify days shall be converted to hours.

Notwithstanding the above, in clause 21.02, Bereavement Leave with Pay, a "day" will have the same meaning as the provisions of the collective agreement.

Where the Agreement specifies a workweek, a day shall be converted to seven decimal five (7.5) hours.

C.03 Implementation/Termination

Effective the date on which this article applies to an employee, the accrued leave credits shall be converted from days to hours.

A change to the normal weekly hours of work for an employee will require that the accrued hourly credits be reverted to days and recalculated at the changed conversion rate.

Effective the date on which this article ceases to apply to an employee, the accrued vacation, sick leave and lieu day credits shall be converted from hours to days.

C.04 Leave – General

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

All leave provisions which specify days in this Agreement shall be converted to hours with one (1) day being equal to seven decimal five (7.5) hours.

C.05 Specific Application

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

Interpretation and Definitions

“Daily rate of pay” – shall not apply.

Travel

Overtime compensation referred to in clause 30.04 of this Agreement shall only be applicable on a normal day for hours in excess of the employee’s daily scheduled hours of work.

Designated Paid Holidays

- (a) designated paid holiday shall account for the normal daily hours specified by this Agreement.

- (b) an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the normal daily hours' pay specified by this Agreement, according to Article 20 provisions for compensation on a designated holiday.

Vacation Leave

Employees shall earn vacation at the rates prescribed for their years of service as set forth in the specific article of this Agreement. Leave will be granted on an hourly basis and the hours debited for each day of vacation leave shall be the same as the employee would normally have been scheduled to work on that day.

Sick Leave

Employees shall earn sick leave credits at the rate prescribed in Article 22 of this Agreement. Leave will be granted on an hourly basis and the hours debited for each day of sick leave shall be the same as the employee would normally have been scheduled to work on that day.

Acting Pay

The qualifying period for acting pay as specified in clause 27.08 shall be converted to hours.

Exchange of Shifts

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

Minimum Number of Hours Between Shifts

The provision in this Agreement relating to the minimum period between the termination and commencement of the employee's next shift shall not apply to an employee subject to variable hours of work.

APPENDIX “D”

PENOLOGICAL FACTOR ALLOWANCE

General

D.01 A Penological Factor Allowance shall be payable to incumbents in some positions in the bargaining unit which are in Correctional Service Canada, subject to the following conditions.

D.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.

D.03 The payment of the allowance for the Penological Factor is determined by the designated security level of the penitentiary as determined by the Correctional Service of Canada. For those institutions with more than one (1) designated security level (i.e. multi-level institutions), the PFA shall be determined by the highest security level of the institution.

Amount of PFA

D.04

**Penological Factor Allowance
Designated Security level of the Penitentiary**

| Maximum | Medium | Minimum |
|----------------|---------------|----------------|
| \$2,000 | \$1,000 | \$600 |

Application of PFA

D.05 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 D.02 above are applicable.

D.06 The applicability of PFA to a position and the position’s level of PFA entitlement shall be determined by the Employer following consultation with the bargaining agent.

D.07 Except as prescribed in clause D.10 below, an employee shall be entitled to receive PFA for any month in which he or she receives a minimum of ten (10) days' pay in a position(s) to which PFA applies.

D.08 Except as provided in clause D.09 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 level 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 position to which PFA applies, the employee shall receive the higher allowance, provided he or she has performed duties for at least ten (10) days as the incumbent of the position to which the higher allowance applies.

D.09 When the incumbent of a position to which PFA applies, is temporarily assigned a position to which a different level of PFA, or no PFA, applies, and when the employee's basic monthly pay entitlement in the position to which he or she is temporarily assigned, plus PFA, if applicable, would be less than his or her basic monthly pay entitlement plus PFA in his or her regular position, the employee shall receive the PFA applicable to his or her regular position.

D.10 An employee will be entitled to receive PFA, in accordance with the PFA applicable to his or her 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 an employee is granted injury-on-duty leave with pay because of an injury resulting from an act of violence from one or more inmates.

D.11 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

D.12 If, in any month, an employee is disabled or dies prior to establishing an entitlement to PFA, the PFA benefits accruing to the employee or the employee's estate shall be determined in accordance with the PFA entitlement for the month preceding such disablement or death.

APPENDIX "E"**LEAVE FOR SHIFT WORKERS**

E.01 It is recognized that certain full-time indeterminate employees whose hours of work are regularly scheduled on a shift basis in accordance with clause 28.03 of this Agreement and who receive Shift Premiums (clause 33.01) in accordance with Article 33, hereinafter referred to as a shift work employee, are required to attend certain proceedings, under this collective agreement as identified in clause E.01(a) and certain other proceedings identified in clause E.01(b) which normally take place between the hours of 9 a.m. to 5 p.m. from Mondays to Fridays inclusive.

When a shift work employee who is scheduled to work on the day of that proceeding and when the proceeding is not scheduled during the employee's scheduled shift for that day and when the majority of the hours of his scheduled shift on that day do not fall between the hours of 9 a.m. to 5 p.m., upon written application by the employee, the Employer shall endeavour, where possible, to change the shift work employee's shift on the day of the proceeding so that the majority of the hours fall between 9 a.m. to 5 p.m. provided that operational requirements are met, there is no increase in cost to the Employer and sufficient advance notice is given by the employee.

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

- (i) PSLRB Proceedings clauses 14.01, 14.02, 14.04, 14.05 and 14.06
- (ii) Personnel Selection Leave clause 21.15
- (iii) Contract Negotiation and Preparatory Contract Negotiation Meetings clauses 14.10 and 14.11.

(b) **Certain Other Proceedings**

- (i) Training Courses which the employee is required to attend by the Employer.
- (ii) To write Provincial Certification Examinations which are a requirement for the continuation of the performance of the duties of the employee's position.

APPENDIX "F"**MEMORANDUM OF AGREEMENT RESPECTING SESSIONAL LEAVE
FOR CERTAIN EMPLOYEES OF THE TRANSLATION BUREAU**

This memorandum is to give effect to the agreement reached between the Employer and the Association respecting sessional leave for certain employees of the Translation Bureau.

This memorandum of agreement shall apply to employees who are assigned in the operational sections serving Parliament (Parliamentary Committees, Parliamentary Debates, Parliamentary Documents and Parliamentary Interpretation Services) and who share the same working conditions as members of the Translation bargaining unit who are eligible to Parliamentary Leave.

Notwithstanding the provisions of this Agreement, the following is agreed:

F1. Sessional Leave

- (a) In addition to their vacation leave with pay, employees assigned to operational translation and interpretation sections serving Parliament shall receive special compensation in the form of sessional leave.
- (b) The maximum number of days of sessional leave is forty (40) per fiscal year.
- (c) An employee is entitled to a number of days of sessional leave equal to the maximum number of days multiplied by a fraction in which the numerator corresponds to the number of the employee's sessional work days during the fiscal year and the denominator corresponds to the number of days that the House of Commons was in session during that fiscal year.
- (d) The granting of sessional leave is subject to operational requirements and such leave must normally be taken during periods of low demand in the fiscal year for which it is granted. If operational requirements do not permit the Employer to grant sessional leave during the fiscal year, such leave must be granted before the end of the following fiscal year.

- (e) If an employee is granted sessional leave in advance and, at the end of the fiscal year, has been granted more leave of this type than earned, the maximum number of days referred to in paragraph (b) shall be reduced accordingly.

F2. Exclusions

The provisions of articles 20, 28, 30, 32 and 33 of this Agreement, except for clauses 20.01 to 20.04, do not apply to employees who receive sessional leave in accordance with this Memorandum.

APPENDIX "G"

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TREASURY BOARD
(HEREINAFTER CALLED THE EMPLOYER)
AND
THE CANADIAN ASSOCIATION OF PROFESSIONAL EMPLOYEES
OF THE PUBLIC SERVICE OF CANADA
(HEREINAFTER CALLED THE ASSOCIATION)
IN RESPECT OF
POLICY GRIEVANCES**

- G.1 The Employer and the Association may present a policy grievance to the other in respect of the interpretation or application of the collective agreement or arbitral award as it relates to either of them or to the bargaining unit generally.
- G.2 Neither the Employer nor the Association may present a policy grievance in respect of which an administrative procedure for redress is provided under any other Act of Parliament, other than the *Canadian Human Rights Act*.
- G.3 Despite subsection (2), neither the Employer nor the Association may present a policy grievance in respect of the right to equal pay for work of equal value.
- G.4 The Association may not present a policy grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.
- G.5 For the purposes of subsection (4), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation 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.

- G.6 There shall be no more than one (1) level in the grievance procedure.
- G.7 The Employer and the Association shall designate a representative and shall notify each other of the title of the person so designated together with the title and address of the officer-in charge to whom a grievance is to be presented.
- G.8 The Employer and the Association may present a grievance in the manner prescribed in clause G1, no later than the twenty-fifth (25th) day after the earlier of the day on which it received notification and the day on which it had knowledge of any act, omission or other matter giving rise to the policy grievance.
- G.9 The Employer and the Association shall normally reply to the grievance within sixty (60) days when the grievance is presented.
- G.10 The Employer or the Association, as the case may be, may by written notice to the officer-in-charge withdraw a grievance.
- G.11 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause the Employer or the Association to abandon the grievance or refrain from exercising the right to present a grievance, as provided in this collective agreement.

Reference to Adjudication

- G.12 A party that presents a policy grievance may refer it to adjudication.
- G.13 When a policy grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.
- G.14 The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).