Treasury Board of Canada Secretariat
Secrétariat du Conseil du Trésor du Canada

Audit, Commerce and Purchasing (AV)

Agreement Between the Treasury Board and the Professional Institute of the Public Service of Canada

Group: Audit, Commerce and Purchasing (All Employees)

Expiry date: 2022-06-21

Canada

This agreement covers the following group(s):

Code	Group
204	Auditing (AU)
309	Commerce (CO)
311	Purchasing and Supply (PG)

Treasury Board of Canada Secretariat
Employment Conditions and Labour Relations
219 Laurier Ave West
Ottawa ON
K1A 0R5

Catalogue No. BT42-311/2022E-PDF
ISBN: 978-0-660-32973-4

This document is available on the Government of Canada website at
www.tbs-sct.gc.ca/agreements-conventions/index-eng.aspx

Professional Institute of the Public Service of Canada
250 Tremblay Rd
Ottawa ON
K1G 3J8

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Article 1: purpose of agreement

1.01 The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Institute, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees described in the certificate issued by the Public Service Labour Relations and Employment Board on June 16, 1999, covering employees of the Audit, Commerce and Purchasing Group.

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 units are employed.

**Article 2: interpretation and definitions

2.01 For the purpose of this agreement:

a. "**bargaining unit**"
means the employees of the Employer in the group described in Article 25 (recognition);

b. "**common-law partner**"
refers to a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year;

c. "**compensatory leave**"
means leave with pay in lieu of electronic payment for overtime, work performed on a designated holiday, travelling time compensated at overtime rate, call-back and reporting pay. 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;

d. "**continuous employment**"
has the same meaning as specified in the *Directive on Terms and Conditions of Employment* on the date of signing of this agreement;

e. "**daily rate of pay**"
means an employee's weekly rate of pay divided by five (5);

f. "**day of rest**"
in relation to an employee means a day, other than a designated paid holiday, on which that employee is not ordinarily required to perform the duties of the employee's position other than by reason of the employee being on leave;

g. "**designated paid holiday**"
means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a holiday in this agreement;

h. "**double time**"
means two (2) times the employee's hourly rate of pay;

i. "**employee**"
means a person so defined by the *Federal Public Sector Labour Relations Act* and who is a member of the bargaining unit;

j. "**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;

**

k. "**family**"
except where otherwise specified in this agreement, means father, mother (or, alternatively, stepfather, stepmother, or foster parent), brother, sister, stepbrother, stepsister, spouse (including common-law partner spouse resident with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, the employee's grandparents and any relative permanently residing in the employee's household or with whom the employee permanently resides;

l. "**headquarters area**"
has the same meaning as given to the expression in the *Travel Policy*;

m. "**hourly rate of pay**"
means a full-time employee's weekly rate of pay divided by thirty-seven and one half (37 1/2);

n. "**Institute**"
means the Professional Institute of the Public Service of Canada;

o. "**lay-off**"
means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;

p. "**leave**"
means authorized absence from duty by an employee during the employee's regular or normal hours of work;

q. "**membership dues**"
means the dues established pursuant to the by-laws and regulations of the Institute as the dues payable by its members as a consequence of their membership in the Institute, and shall not include any initiation fee, insurance premium, or special levy;

**

r. "**overtime**"
means work required or authorized by the Employer, to be performed by the employee in excess of his daily hours of work;

s. "**spouse**"
will, when required, be interpreted to include "common-law partner" except, for the purposes of the Foreign Service Directives, the definition of "spouse" will remain as specified in *Directive 2* of the Foreign Service Directives;

t. "**straight-time rate**"
means the employee's hourly rate of pay;

u. "**time and one half**"
means one and one half (1 1/2) times the employee's hourly rate of pay;

v. "**weekly rate of pay**"
means an employee's annual rate of pay divided by fifty-two decimal one seven six (52.176);

**

2.02 Except as otherwise provided in this agreement, expressions used in this agreement,

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

Article 3: official texts

3.01 Both the English and French texts of this agreement shall be official.

Article 4: application

4.01 The provisions of this agreement apply to the Institute, employees and the Employer.

4.02 In this agreement, words importing the masculine gender shall include the feminine gender.

Article 5: management rights

5.01 All the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this agreement are recognized by the Institute as being retained by the Employer.

Article 6: rights of employees

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

Article 7: publications and authorship

Preamble

For the purpose of this article, "publication" shall include, for example, scientific and professional papers, articles, manuscripts, monographs, audio and visual products, and computer software.

7.01 The Employer agrees to continue the present practice of ensuring that employees have ready access to all publications considered necessary to their work by the Employer.

7.02 The Employer agrees that publications prepared by an employee, within the scope of the employee's employment, will be retained on appropriate departmental files for the normal life of such files. The Employer will not unreasonably withhold permission for publication. At the Employer's discretion, recognition of authorship will be given where practicable in departmental publications.

7.03 When an employee acts as a sole or joint author or editor of a publication, the authorship or editorship shall normally be acknowledged on such publication.

7.04

a. The Employer may suggest revisions to a publication and may withhold approval to publish.
b. When approval for publication is withheld, the author(s) shall be so informed in writing of the reasons, if requested by the employee.
c. Where the Employer wishes to make changes in a publication with which the author does not agree, the employee shall not be credited publicly if the employee so requests.

Article 8: hours of work

General

8.01 For the purpose of this article:

a. a week shall consist of seven (7) consecutive days beginning at 00:01 hours Monday and ending at 24:00 hours Sunday;
b. the day is a twenty-four (24) hour period commencing at 00:01 hours.

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

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

8.04 Except as provided for in clauses 8.05, 8.06 and 8.07:

a. the normal workweek shall be Monday to Friday inclusive;
b. an employee shall be granted two (2) consecutive days of rest during each seven (7) day period unless operational requirements do not so permit;
c. the scheduled workweek shall be thirty-seven decimal five (37.5) hours;
d. the scheduled workday shall be seven decimal five (7.5) consecutive hours, exclusive of a meal period, between the hours of 7 am and 6 pm;
and
e. 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 am and 6 pm and such request shall not be unreasonably denied.

Variable hours of work

8.05 Compressed workweek

a. Notwithstanding the provisions of this article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period of other than five (5) full days provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every of fourteen (14), twenty-one (21) or twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for him or her.
b. Notwithstanding anything to the contrary contained in this agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to

prohibit the right of the Employer to schedule any hours of work permitted by the terms of this agreement.

Terms and conditions governing the administration of variable hours of work

8.06 The Employer and the Institute agree that for those employees to whom the provisions of clause 8.05 apply, the provisions of this agreement which specifies days shall be converted to hours. Where this agreement refers to a "day," it shall be converted to seven decimal five (7.5) hours, except in clause 17.02 (bereavement leave with pay), where a day means a calendar day. Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

8.07 For greater clarity, the following provisions of this agreement shall be administered as provided herein:

a. **Interpretation and definitions (paragraph 2.01(e))**
"Daily rate of pay" shall not apply.
b. **Overtime (paragraph 9.01(a))**
Overtime shall be compensated for all work performed in excess of an employee's scheduled hours of work on normal working days.
c. **Designated paid holidays (paragraph 9.01(e))**
A designated paid holiday shall account for seven decimal five (7.5) hours.
d. **Travel (clause 13.01)**
Overtime compensation referred to in clause 13.01 shall only be applicable on a workday for hours in excess of the employee's daily scheduled hours of work.
e. **Leave**
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.
The converted amounts are as follows:

i. one and two thirds (1 2/3) days: twelve decimal five zero (12.50) hours;
ii. two and one twelfth (2 1/12) days: fifteen decimal six two five (15.625) hours;
iii. five twelfths (5/12) day: three decimal one two five (3.125) hours;
iv. two and one half (2 1/2) days: eighteen decimal seven five (18.75) hours.

**Article 9: overtime

**

9.01 When an employee is required or authorized by the Employer to work overtime he shall be compensated as follows:

a. on his normal workday, at the rate of time and one half (1 1/2) for each hour of overtime worked for the first seven decimal five (7.5) overtime hours worked and double (2) time thereafter;

b. on his first (1st) day of rest, at time and one half (1 1/2) for each hour of overtime worked;
c. on his second (2nd) or subsequent day of rest, at double (2) time for each hour of overtime worked. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;
d. notwithstanding paragraph (c) above, if, in an unbroken series of consecutive and contiguous calendar days of rest, the Employer permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time and one half (1 1/2) for the first (1st) day worked.
e.

    i. on a designated holiday, compensation shall be granted on the basis of time and one half (1 1/2) for each hour worked, in addition to the compensation that he would have been granted had he not worked on the designated holiday; or
    ii. when an employee works on a holiday, contiguous to a second (2nd) day of rest on which he also worked and received overtime in accordance with paragraph 9.01(c), he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday, two (2) times his hourly rate of pay for all hours worked.

9.02 All calculations for overtime shall be based on each completed period of fifteen (15) minutes.

9.03

a. Except in cases of emergency, call-back, standby or mutual agreement the Employer shall whenever possible give at least twelve (12) hours' notice of any requirement for the performance of overtime.
b. Subject to the operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to offer overtime work on an equitable basis among readily available qualified employees.

9.04 Upon application by the employee and at the discretion of the Employer, or at the request of the Employer and with the concurrence of the employee, compensation earned under this article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this article. Compensatory leave earned in a fiscal year and outstanding on December 31 of the next following fiscal year shall be paid at the employee's hourly rate of pay on December 31.

9.05 When a payment is being made as a result of the application of this article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment, or, if payment is required to liquidate compensatory leave outstanding at the expiry of the fiscal year, the Employer will endeavour to make such

payment within six (6) weeks of the commencement of the first (1st) pay period after December 31 of the next following fiscal year.

9.06

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a. An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed for one meal in the amount of twelve dollars ($12), except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to his place of work.

**

b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, he shall be reimbursed for one additional meal in the amount of twelve dollars ($12), except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.
c. Paragraphs 9.06(a) and (b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

9.07 When, in a situation involving overtime, an employee is required to report to work before public transportation services have commenced, or to remain at work or to return to work after normal transportation services have been suspended, the use of a taxi or the payment of a kilometric rate, as appropriate, shall be authorized from the employee's residence to the workplace and/or return if necessary.

**Article 10: call-back

10.01 When an employee is called back to work or when an employee who is on standby duty is called back to work by the Employer any time outside his normal working hours he shall be entitled to the greater of:

a. a minimum of three (3) hours' pay at the applicable overtime rate, for each call-back to a maximum of eight (8) hours' pay in an eight (8) hour period,
or
b. compensation at the applicable overtime rate for each hour worked.

**

10.02 An employee who receives a call to duty or responds to a telephone or data line call while on standby duty, may at the discretion of the Employer work at the employee's residence

or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

a. compensation at the applicable overtime rate for any time worked,
   or
b. compensation equivalent to two (2) hours' pay at the straight-time rate, which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work.

10.03 Upon application by the employee and at the discretion of the Employer, or at the request of the Employer and with the concurrence of the employee, compensation earned under this article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this article. Compensatory leave earned in a fiscal year and outstanding on December 31 of the next following fiscal year shall be paid at the employee's daily rate of pay on December 31.

**

10.04 When an employee is called back to work under the conditions described in clause 10.01 and is required to use transportation services other than normal public transportation services the employee shall be reimbursed for reasonable expenses incurred as follows:

a. the kilometric rate normally paid by the Employer where the employee travels by means of their own automobile;
   or
b. out-of-pocket expense for other means of commercial transportation.

10.05 When a payment is being made as a result of the application of this article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment, or, if payment is required to liquidate compensatory leave outstanding at the expiry of the fiscal year, the Employer will endeavour to make such payment within six (6) weeks of the commencement of the first (1st) pay period after September 30 of the next following fiscal year.

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

Article 11: standby

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

11.02 An employee on standby who is called in to work by the Employer and who reports for work shall be compensated in accordance with Article 10 (call-back).

11.03 An employee required to be on standby duty shall be available during his period of standby at a known telephone, cellular phone, and/or pager number and be able to return for duty as quickly as possible if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

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

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

11.06 Compensation earned under this article shall be compensated by electronic payment except where, upon application by the employee and at the discretion of the Employer, such compensation may be taken in the form of compensatory leave in accordance with clauses 9.04 and 9.05 of Article 9 (overtime).

**Article 12: designated paid holidays

**

12.01 Subject to clause 12.02 below, the following days shall be designated paid holidays for employees:

a. New Year's Day,
b. Good Friday,
c. Easter Monday,
d. the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
e. Canada Day,
f. Labour Day,
g. the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
h. Remembrance Day,
i. Christmas Day,
j. Boxing Day,
k. one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first (1st) Monday in August,
and

l. one additional day when proclaimed by an act of Parliament as a national holiday.

For greater certainty, employees who do not work on a designated paid holiday are entitled to seven decimal five (7.5) hours' pay at the straight-time rate.

12.02 An employee absent without pay on both his full working day immediately preceding and his full working day immediately following a designated paid 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 30 (leave for labour relations matters).

12.03 Designated paid holiday falling on a day of rest

When a day designated as a paid holiday under clause 12.01 above coincides with an employee's day of rest, the holiday shall be moved to the employee's first (1st) normal working day following his day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

12.04 When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 12.03 above:

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.

12.05 Compensation for work on a paid holiday

Compensation for work on a paid holiday will be in accordance with Article 9 (overtime).

12.06 Designated paid holiday coinciding with a day of paid leave

Where a day that is a designated paid holiday for an employee coincides with a day of leave with pay or is moved as a result of the application of clause 12.03 above, the designated paid holiday shall not count as a day of leave.

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

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

a. compensation at the applicable overtime rate,
or
b. compensation equivalent to four (4) hours' pay at his straight-time rate of pay.

**Article 13: travelling time

13.01 When the Employer requires an employee to travel outside the employee's headquarters area for the purpose of performing duties, the employee shall be compensated in the following manner:

a. On a normal working day on which the employee travels but does not work, the employee shall receive the employee's regular pay for the day.
b. On a normal working day on which the employee travels and works, the employee shall be paid:

    i. regular pay for the day for a combined period of travel and work not exceeding seven decimal five (7.5) hours,
    and

**

    ii. at the applicable overtime rate for additional travel time in excess of a seven decimal five (7.5) hour period of work and travel, with a maximum payment for such additional travel time not to exceed fifteen (15) hours' pay at the straight-time rate in any day.

**

c. On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of fifteen (15) hours' pay at the straight-time rate.

13.02 For the purpose of clause 13.01 above, 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 workplace, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or workplace.
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.

13.03 All calculations for travelling time shall be based on each completed period of fifteen (15) minutes.

13.04 Upon application by the employee and at the discretion of the Employer, or at the request of the Employer and with the concurrence of the employee, compensation earned under this article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this article. Compensatory leave earned in a fiscal year and outstanding on December 31 of the next following fiscal year shall be paid at the employee's hourly rate of pay on December 31.

13.05 When a payment is being made as a result of the application of this article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment, or, if payment is required to liquidate compensatory leave outstanding at the expiry of the fiscal year, the Employer will endeavour to make such payment within six (6) weeks of the commencement of the first (1st) pay period after December 31 of the next following fiscal year.

13.06 This article does not apply to an employee required to perform work in any type of transport in which the employee is travelling. In such circumstances, the employee shall receive pay for actual hours worked in accordance with the articles on hours of work, overtime, and designated paid holidays.

13.07 Travelling time shall include time necessarily spent at each stopover en route provided that such stopover does not include an overnight stay.

13.08 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.

13.09 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 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 seven decimal five (7.5) hours off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of 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.
c. This leave with pay is deemed to be compensatory leave and is subject to the clause 9.04.
d. The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars, unless the employee is required to attend by the Employer.

Article 14: leave, general

14.01 An employee is entitled, once in each fiscal year, to be informed, upon request, of the employee's balance of vacation or sick leave with pay credits.

14.02 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.

14.03 An employee shall not be granted two (2) different types of leave with pay in respect of the same period of time.

14.04 An Employee is not entitled to leave with pay during periods the employee is on leave without pay or under suspension.

14.05 When an employee, who has been granted more vacation or sick leave with pay than has been earned, is laid off or dies, the employee is considered to have earned the amount of leave with pay that has been granted to that employee.

14.06 In the event of termination of employment for reasons other than death, incapacity 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 his certificate of appointment on the date of the termination of his employment.

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

14.08

a. When an employee becomes subject to this agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this agreement, his or her earned hourly leave credits shall be reconverted into days, with one day being equal to seven decimal five (7.5) hours.
b. When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
c. Notwithstanding the above, in clause 17.02 (bereavement leave with pay), a "day" will mean a calendar day.

Article 15: vacation leave

15.01 The vacation year shall be from April 1 to March 31, inclusive.

15.02 Accumulation of vacation leave credits

An employee shall earn vacation leave credits for each calendar month during which he receives pay for at least ten (10) days at the following rate:

a. nine decimal three seven five (9.375) hours at the employee's straight-time hourly rate until the month in which the employee's eighth (8th) anniversary of service occurs;
b. twelve decimal five (12.5) hours at the employee's straight-time hourly rate commencing the month in which the employee's eighth (8th) anniversary of service occurs;
c. thirteen decimal seven five (13.75) hours at the employee's straight-time hourly rate commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
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;
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;
f. sixteen decimal eight seven five (16.875) hours at the employee's straight-time hourly rate commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
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) anniversary of service occurs.

15.03

a. For the purpose of clause 15.02 above only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the public service, takes or has taken severance pay.
   However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the public service within one (1) year following the date of lay-off.
   For greater certainty, severance termination benefits taken under clause 19.05 to 19.08 of Appendix "C," or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not left the public service.
b. Notwithstanding paragraph (a) above, an employee who was a member of the PG bargaining unit on May 17, 1989, or an employee who became a member of the PG bargaining unit between May 17, 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.

c. For the purpose of clause 15.03 only, effective April 1, 2012, on a go-forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.

15.04 Entitlement to vacation leave with pay

An employee is entitled to vacation leave with pay to the extent of his earned credits but an employee who has completed six (6) months of continuous employment is entitled to an advance of credits equivalent to the anticipated credits for the vacation year.

15.05 Provision for vacation leave

a. Employees are expected to take all their vacation leave during the vacation year in which it is earned.
b. In order to maintain operational requirements, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:

    i. to provide an employee's vacation leave in an amount and at such time as the employee may request;
    ii. not to recall an employee to duty after he has proceeded on vacation leave.

c. 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.

15.06 Replacement of vacation leave

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

a. is granted bereavement leave,
   or
b. is granted leave with pay because of illness in the immediate family,
   or
c. is granted sick leave on production of a medical certificate,
   or
d. is granted court leave in accordance with clause 17.14,

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.

15.07 Carry-over and liquidation of vacation leave

a. Where in any vacation year all of the vacation leave credited to an employee has not been scheduled, the employee may carry over into the following vacation year up to a maximum of thirty-five (35) days credits. All vacation credits in excess of thirty-five (35) days will be paid by electronic payment at the employee's daily rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on the last day of the vacation year.
b. During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of fifteen (15) days may be paid by electronic payment at the employee's daily rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on March 31 of the previous vacation year.
c. Notwithstanding paragraph (a), if on the date of signing of this agreement or on the date an employee becomes subject to this agreement, he or she has more than two hundred and sixty-two decimal five (262.5) hours of unused vacation leave credits earned during previous years, a minimum of seventy-five (75) hours credit per year shall be granted, or paid by electronic payment by March 31 of each year, until all vacation leave credits in excess of two hundred and sixty-two point five (262.5) hours have been liquidated. Payment shall be in one instalment per year, and shall be at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31 of the applicable previous vacation year.

15.08 Recall from vacation leave

Where, during any period of vacation leave, an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs:

a. in proceeding to his place of duty,
and
b. in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled,

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

15.09 The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 15.08 above to be reimbursed for reasonable expenses incurred by him.

15.10 Cancellation of vacation leave

When the Employer cancels or alters a period of vacation 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, when available, to the Employer.

15.11 Advance payments

The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, providing a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay before the employee's vacation period commences, and 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 entitlement and shall be recovered in full prior to any further payment of salary.

15.12 Leave when employment terminates

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 days of earned but unused vacation leave with pay to his credit by the daily rate of pay as calculated from the classification prescribed in his certificate of appointment on the date of the termination of employment.

15.13 Vacation leave credits for severance pay

Where the employee requests, the Employer shall grant the employee's 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.

15.14 Abandonment

Notwithstanding clause 15.13 above, an employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in clause 15.13 above if he requests it within six (6) months following the date upon which his employment is terminated.

15.15 Recovery on termination

In the event of the termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee, an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the rate of pay applicable to his classification on the date of termination.

15.16 Appointment to a separate agency

Notwithstanding clause 15.12, an employee who resigns to accept an appointment with an organization listed in the *Financial Administration Act* (FAA) Schedule V may choose not to be paid for unused vacation leave credits, provided that the appointing organization will accept such credits.

15.17 Appointment from a separate agency

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 FAA Schedule V in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

15.18

a. Employees 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 clause 15.03.
b. The vacation leave credits provided in paragraph 15.18(a) above shall be excluded from the application of clause 15.07 dealing with the carry-over and/or liquidation of vacation leave.

Article 16: sick leave

16.01 Credits

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.

16.02 An employee shall be granted sick leave with pay when the employee is unable to perform the employee's 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.

16.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury the employee was unable to perform the employee's duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 16.02(a) above.

16.04 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.

16.05 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 16.02 above, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to one hundred eighty-seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for other than death or lay-off, the recovery of the advance from any monies owed the employee.

16.06

a. Sick leave credits earned but unused by an employee during a previous period of employment in the public service shall be restored to an employee whose employment was terminated by reason of lay-off and who is reappointed in the public service within two (2) years from the date of lay-off.
b. 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 due to the end of a specified period of employment, and who is reappointed in the core public administration within one (1) year from the end of the specified period of employment.

16.07 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.

16.08 The Employer may, for good and sufficient reason, advance sick leave credits to an employee when a previous advance has not been fully reimbursed.

16.09 The Employer agrees that an employee shall not be terminated for cause for reason of incapacity pursuant to paragraph 12(1)(e) of the *Financial Administration Act* at a date earlier than the date at which the employee will have utilized the employee's accumulated sick leave credits.

**Article 17: other leave with or without pay

17.01 Validation

In respect to applications for leave made pursuant to this article, the employee may be required to provide satisfactory validation of the circumstances necessitating such requests.

17.02 Bereavement leave with pay

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a. For the purpose of this clause, "family" is defined per Article 2 and in addition:

   i. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave with pay under subparagraph 17.02(a)(i) once in their career in the federal public service.

b. When a member of the employee's family dies, an employee shall be entitled to bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
c. At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.
d. When requested to be taken in two (2) periods

   i. The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death
   and
   ii. The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
   iii. The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.

e. An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her brother-in-law or sister-in-law and grandparent of spouse.
f. If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraphs 17.02(b) and 17.02(e), the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

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g. 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 or their delegate may, after considering the particular circumstances involved, grant leave with pay for a period greater and/or in a manner different than that provided for in paragraphs 17.02(b) and 17.02(e).

17.03 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 16 (sick leave). For purposes of this subparagraph, the terms "illness" or "injury" used in Article 16 (sick leave) 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.

17.04 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 paragraphs (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 Quebec Parental Insurance Plan in respect of insurable employment with the Employer, and
   iii. has signed an agreement with the Employer stating that:

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   A. she will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*, on the expiry date of her maternity leave without pay unless the return-to-work date is modified by the approval of another form of leave;
   B. following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;

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   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:

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

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A) 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 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,
   ii. for each week that the employee receives a maternity benefit under the Employment Insurance or Quebec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period, and
   iii. where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, at ninety-three per cent (93%) of her weekly rate of pay, less any other monies earned during this period.

d. At the employee's request, the payment referred to in paragraph 17.04(c) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Quebec Parental Insurance 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 *Act Respecting Parental Insurance* in Quebec.

f. The weekly rate of pay referred to in paragraph (c) shall be:

   i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
   ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.

g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
i. Where an employee becomes eligible for a pay increment or pay revision that would increase 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.

17.05 Special maternity allowance for totally disabled employees

a. An employee who:

   i. fails to satisfy the eligibility requirement specified in subparagraph 17.04(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 Quebec Parental Insurance maternity benefits,
   and
   ii. has satisfied all of the other eligibility criteria specified in paragraph 17.04(a), other than those specified in sections (A) and (B) of subparagraph 17.04(a)(iii), shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

b. An employee shall be paid an allowance under this clause and under clause 17.04 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 Quebec Parental Insurance Plan had she not been disqualified from Employment Insurance or

Quebec Parental Insurance maternity benefits for the reasons described in subparagraph (a)(i).

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17.06 Parental leave without pay

a. Where an employee has or will have the actual care and custody of a newborn child (including the newborn child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for either:

   i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option),
   or
   ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),

   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 either:

   i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option),
   or
   ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),

   beginning on the day on which the child comes into the employee's care.

c. Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in paragraphs (a) and (b) above may be taken in two periods.
d. Notwithstanding paragraphs (a) and (b):

   i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay, or
   ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while 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 while 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 before the commencement date of such leave.
f. The Employer may:

   i. defer the commencement of parental leave without pay at the request of the employee;
   ii. grant the employee parental leave without pay with less than four (4) weeks' notice;
   iii. require an employee to submit a birth certificate or proof of adoption of the child.

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

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17.07 Parental allowance

Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two options, either:

- Option 1: standard parental benefits, 17.07, paragraphs (c) to (k),
  or
- Option 2: extended parental benefits, 17.07, paragraphs (l) to (t).

Once an employee elects the standard or extended parental benefits and the weekly benefit top-up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.

Under the Quebec Parental Insurance Plan (QPIP), parental allowance is payable only under Option 1: standard parental benefits.

Parental allowance administration

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) or (l) to (r), 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 Plan or the Quebec 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 within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*, on the expiry date of his or her parental leave without pay, unless the return-to-work date is modified by the approval of another form of leave;

B. Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the standard parental allowance in addition to the period of time referred to in section 17.04(a)(iii)(B), if applicable. Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 17.04(a)(iii)(B), if applicable.

C. should he or she fail to return to work as described in 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:

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

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A), 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).

Option 1: standard parental allowance

c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:

i. where an employee on parental leave without pay as described in subparagraphs 17.06(a)(i) and (b)(i), has elected to receive standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for 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 Plan or the Quebec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate (and the recruitment and retention "terminable allowance" if applicable) and the parental, adoption or paternity benefits, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefits 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 or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity under the Quebec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks~~,~~ ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week, less any other monies earned during this period;

iv. where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Quebec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week, less any other monies earned during this period;

v. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 17.04(c)(iii) for the same child.

vi. where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and

either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraphs 17.07(c)(iii) and 17.07(c)(v) for the same child;

d. At the employee's request, the payment referred to in subparagraph 17.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance 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 *Act Respecting Parental Insurance* in Quebec.
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 (and the recruitment and retention "terminable allowance" if applicable) to which the employee is entitled for the substantive level to which he or she 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 (and the recruitment and retention "terminable allowance" if applicable), the employee was being paid on that day.
i. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the 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, shared, maternity and standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined maternity and parental leave without pay.

Option 2: extended parental allowance

l. Parental allowance payments made in accordance with the SUB Plan will consist of the following:

   i. where an employee on parental leave without pay as described in subparagraphs 17.06(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for the waiting period, less any other monies earned during this period;
   ii. for each week the employee receives parental benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate (and the recruitment and retention "terminable allowance" if applicable) and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits 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 sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 17.04(c)(iii) for the same child.
   iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 17.04(c)(iii) for the same child;

m. At the employee's request, the payment referred to in subparagraph 17.07(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.

o. The weekly rate of pay referred to in paragraph (l) shall be:

   i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of 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 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.

p. The weekly rate of pay referred to in paragraph (l) shall be the rate (and the recruitment and retention "terminable allowance" if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.
q. Notwithstanding paragraph (p), and subject to subparagraph (o)(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 (and the recruitment and retention "terminable allowance" if applicable), the employee was being paid on that day.
r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
t. The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

17.08 Special parental allowance for totally disabled employees

a. An employee who:

   i. fails to satisfy the eligibility requirement specified in subparagraph 17.07(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 Quebec Parental Insurance Plan benefits, and
   ii. has satisfied all of the other eligibility criteria specified in paragraph 17.07(a), other than those specified in sections (A) and (B) of subparagraph 17.07(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (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 17.07 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 Quebec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Quebec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

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17.09 Leave without pay for the care of family

For the purpose of this clause, "family" is defined per Article 2 and in addition:

a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

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

a. an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless such notice cannot be given, because of an urgent or unforeseeable circumstance;
b. leave granted under this clause shall be for a minimum period of three (3) weeks;
c. the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the public service;
d. leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and from the calculation of "service";
e. time spent on such leave for more than three (3) months shall not be counted for pay increment purposes;
f. time spent on such leave for a period of three (3) months or less, shall be counted for pay increment purposes.

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17.10 Caregiving leave

a. An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults may be granted leave without pay while in receipt of or awaiting these benefits.
b. The leave without pay described in paragraph 17.10(a) shall not exceed twenty-six (26) weeks for compassionate care benefits, thirty-five (35) weeks for family caregiver benefits for children and fifteen (15) weeks for family caregiver benefits for adults, in addition to any applicable waiting period.

c. When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been accepted.
d. When an employee is notified that their request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been denied, paragraph 17.10(a) above ceases to apply.
e. 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.

17.11 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.
b. Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.
c. An employee is entitled to leave without pay for personal needs only twice under each of paragraphs (a) and (b) of this clause during the employee's total period of employment in the public service. The second period of leave under each paragraph 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.
e. Leave granted under paragraph (a) of 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.
f. Leave without pay granted under paragraph (b) of 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. Time spent on such leave shall not be counted for pay increment purposes.

17.12 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.

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17.13 Leave with pay for family-related responsibilities

a. For the purpose of this clause, family is defined as:

   i. spouse (or common-law partner resident with the employee);
   ii. children (including foster children, children of legal or common-law partner and ward of the employee), grandchild;
   iii. parents (including step-parents or foster parents), father-in-law, mother-in-law;
   iv. brother, sister, stepbrother, stepsister;
   v. grandparents of the employee;
   vi. any relative permanently residing in the employee's household or with whom the employee permanently resides;
   vii. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee;
   or
   viii. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

b. The total leave with pay which may be granted under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.
c. The Employer shall grant leave with pay under the following circumstances:

   i. an employee is expected to make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude his absence from work; however, when alternate arrangements are not possible an employee shall be granted leave for a medical or dental appointment when the family member is incapable of attending the appointment by himself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;
   ii. to provide for the immediate and temporary care of a sick or elderly 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. leave with pay for needs directly related to the birth or to the adoption of the employee's child;
   iv. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
   v. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;

vi. seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph 17.12(b) above may be used to attend an appointment with a legal or paralegal representative for non-employment-related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

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In any fiscal year, an employee is entitled to no more than fifteen (15) hours of combined personal and volunteer leave.

Effective April 1 of the year following the signing of the collective agreement clause 17.14 (volunteer leave) is deleted from the collective agreement.

17.14 Volunteer leave

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, seven decimal five (7.5) hours of leave with pay to work as a volunteer for a charitable or community organisation or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

The leave will be scheduled at a time convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.

17.15 Court leave with pay

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

a. to be available for jury selection;
b. to serve on a jury;
   or
c. by subpoena or summons to attend as a witness in any proceeding held:

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

v. before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

17.16 Personnel selection leave with pay

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 *Federal Public Sector Labour Relations Act*, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where the employee's presence is so required. This clause applies equally in respect of the personnel selection processes related to deployment.

17.17 Injury-on-duty leave with pay

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a provincial workers' compensation board that the employee is unable to perform the employee's duties because of:

a. personal injury accidentally received in the performance of the employee's duties and not caused by the employee's wilful misconduct,
b. sickness resulting from the nature of the employee's employment, or
c. exposure to hazardous conditions in the course of the employee's employment,

if the employee agrees to pay to the Receiver General for Canada any amount received for loss of wages in settlement of any claim the employee may have in respect of such injury, sickness or exposure, providing, however, that such amount does not stem from a personal disability policy for which the Employer or the employee's agent paid the premium.

17.18 Examination leave

Leave with pay to take examinations or defend dissertations may be granted by the Employer to an employee who is not on education 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.

17.19 Religious observance

a. The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his religious obligations.
b. Employees may, in accordance with the provisions of this agreement, request annual leave, compensatory leave or leave without pay for other reasons in order to fulfill their religious obligations.

c. Notwithstanding paragraph 17.19(b), 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 religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.
d. 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.

17.20 Maternity-related reassignment or leave

a. 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 fetus or child.
b. An employee's request under paragraph 17.20(a) 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 a medical opinion from Health Canada or its authorized agent.
c. An employee who has made a request under paragraph 17.20(a) 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:

    i. modifies her job functions or reassigns her,
    or
    ii. informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

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

g. Notwithstanding paragraph (e), 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.

17.21 Medical appointment for pregnant employees

a. 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.
b. 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.

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17.22 Leave with or without pay for other reasons

a. At its discretion, the Employer may grant:

   i. leave with pay when circumstances not directly attributable to the employee prevent his reporting for duty; such leave shall not be unreasonably withheld;
   ii. leave with or without pay for purposes other than those specified in this agreement.

In any fiscal year, an employee is entitled to no more than fifteen (15) hours of combined personal and volunteer leave.

b. **Personal leave**

   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, seven decimal five (7.5) hours of leave with pay for reasons of a personal nature.
   The leave will 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.

Effective April 1 of the year following the signing of the collective agreement paragraph 17.22(b) is deleted from the collective agreement. Effective April 1 of the year

following the signing of the collective agreement, the wording in clause 17.14 is replaced with the following:

17.14 Personal leave

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, fifteen (15) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.

The leave will 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.

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17.23 Domestic violence leave

For the purposes of this article domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from someone with whom the employee has or had an intimate relationship.

a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence from someone with whom the employee has or had an intimate relationship shall be granted domestic violence leave in order to enable the employee, in respect of such violence:

    i. to seek care and/or support for themselves or their dependent child in respect of a physical or psychological injury or disability;
    ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
    iii. to obtain professional counselling;
    iv. to relocate temporarily or permanently;
    or
    v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.

c. The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.
d. The Employer may, in writing and no later than fifteen (15) days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

e. Notwithstanding paragraphs 17.23(b) to 17.23(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

**Article 18: career development

18.01 General

The parties recognize that in order to maintain and enhance professional expertise, employees need to have an opportunity to attend or participate in career development activities described in this article. Career development refers to an activity which is, in the opinion of the Employer, likely to be of assistance to the individual in furthering his career development and to the organization in achieving its goals.

18.02 Attendance at conferences, conventions and courses

a. The following activities shall be deemed to be part of career development:

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

b. The parties to this agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
c. In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions which are related to his field of specialization, subject to operational constraints.
d. The Employer may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
e. 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 convention or conference the employee is required to attend.
f. 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 his field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his payment of convention or conference registration fees and reasonable travel expenses.
g. An employee shall not be entitled to any compensation under Article 9 (overtime) and Article 13 (travelling time) in respect of hours the employee is in attendance at or travelling to or from a conference or convention under the provisions of this clause, except as provided by paragraph (d).

18.03 Education leave without pay

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 him to fill his 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 without pay under this clause shall receive an allowance in lieu of salary of up to one hundred per cent (100%) of his basic salary. The percentage of the allowance is at the discretion of the Employer. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
c. Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
d. As a condition 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, except by reason of death or lay-off, before termination of the period he has undertaken to serve after completion of the course,

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

18.04 Professional development

a. The parties to this agreement share a desire to improve professional standards by giving the employees the opportunity:

    i. to participate in workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields,
    ii. to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer,

iii. to carry out research in the employee's field of specialization not specifically related to his assigned work projects when in the opinion of the Employer such research is needed to enable the employee to fill his present role more adequately,
or

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iv. to participate, as a participant, in the Joint Learning Program. The Joint Learning Program (JLP) is a partnership between the Public Service Alliance of Canada (PSAC) and the Treasury Board of Canada Secretariat.

b. Subject to the Employer's approval an employee shall receive leave with pay in order to participate in the activities described in paragraph 18.04(a) above.
c. 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.
d. 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.
e. An employee selected for professional development under this clause shall continue to receive his normal compensation including any increase for which he may become eligible. The employee shall not be entitled to any compensation under Article 9 (overtime) and Article 13 (travelling time) while on professional development under this clause.
f. 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.

18.05 Selection criteria

a. The Employer shall establish selection criteria for granting leave under clauses 18.02, 18.03 and 18.04. Upon request, a copy of these criteria will be provided to an employee and/or the Institute representative.
b. All applications for leave under clauses 18.02 through 18.04 will be reviewed by the Employer. A list of the names of the applicants to whom the Employer grants leave under clauses 18.02 through 18.04 will be provided to the Institute representative on the Departmental Career Development Consultation Committee.

18.06 Departmental Career Development Consultation Committee

a. The parties to this collective agreement acknowledge the mutual benefits to be derived from consultation on career development. To this effect the parties agree that such consultation will be held at the departmental level either through the existing Joint Consultation Committee or through the creation of a Departmental Career

Development Consultation Committee. A consultation committee as determined by the parties, may be established at the local, regional or national level.

b. The Departmental Consultation Committee shall be composed of mutually agreeable numbers of Institute representatives and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.
c. Employees forming the continuing membership of the Departmental Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.
d. The Employer recognizes the use of such committees for the purpose of providing information, discussing the application of policy, promoting understanding and reviewing problems.
e. It is understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this agreement.

18.07 Joint Institute / Treasury Board Career Development Committee

a. In addition to consultation on career development at the departmental level referred to in clause 18.06, the representatives of the Employer and the Institute agree to establish a joint Institute / Treasury Board Career Development Committee.
b. In establishing this committee, it is understood by the parties that departments are responsible for the application of the policies related to career development
c. It is understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this agreement.

Article 19: severance pay

19.01 Under the following circumstances and subject to clause 19.02, an employee shall receive severance benefits calculated on the basis of his weekly rate of pay:

a. **Lay-off**

   i. On the first (1st) lay off, for the first (1st) 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 (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
   ii. On the second (2nd) 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 he was granted severance pay under subparagraph 19.01(a)(i).

b. **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.

c. **Termination for cause for reasons of incapacity or incompetence**

i. When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity, pursuant to paragraph 12(1)(e) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment 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 twenty-eight (28) weeks.

ii. When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of unsatisfactory performance, pursuant to the provisions of paragraph 12(1)(d) of the *Financial Administration Act*, 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), with a maximum benefit of twenty-eight (28) weeks.

19.02 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 for the elimination of severance pay for voluntary separation (resignation and retirement) made pursuant to 19.05 to 19.08 under Appendix "C" or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of 19.02.

19.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in his certificate of appointment, immediately prior to the termination of his employment.

19.04 Appointment to a separate agency

An employee who resigns to accept an appointment with an organization listed in the FAA Schedule V shall be paid any outstanding payment in lieu of severance if applicable under Appendix "C."

19.05 For employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment, the former provisions outlining the payment in lieu are found at Appendix "C."

Article 20: statement of duties

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

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

**Article 21: registration fees

21.01 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.

Clauses 21.02, 21.03 and 21.04 apply to employees classified as AU and CO in the Audit, Commerce and Purchasing Group.

21.02 The Employer shall reimburse an employee his annual membership fees paid to the Chartered Professional Accountants (CPA) when the payment of such fees is a requirement for the continuation of the performance of the duties of his position.

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21.03 Except as provided under clause 21.05 below, the reimbursement of annual membership fees relates to the payment of an annual fee which is a mandatory requirement of the CPA to maintain a professional designation and membership in good standing.

**

21.04 When the payment of such fees is not a requirement for the continuation of the performance of the duties of an employee's position, but eligibility for a professional accounting designation by the CPA is a qualification specified in the Qualification Standards for the

Auditing or Commerce group, the Employer shall reimburse the employee for his annual membership fees paid to one of the associations referred to in clause 21.02 to a maximum of one thousand dollars ($1,000).

21.05 Portions of fees or charges of an administrative nature such as the following are not subject to reimbursement under this article: service charges for the payment of fees on an instalment or post-dated basis; late payment charges or penalties; initiation fees; reinstatement fees required to maintain a membership in good standing; or payments of arrears for readmission to an accounting association.

21.06 Upon receipt of proof of payment, the reimbursement will commence with fees that become due and are paid following that date. Reimbursement covered by this article does not include arrears of previous years' dues.

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21.07 When the payment of membership or registration fees to an organization or governing body is not a requirement for the continuation of the performance of the duties of an employee's position:

The Employer will reimburse some costs related to an employee's membership fee to a professional body or association that is linked to an employee's area of expertise and when the Employer is satisfied that the costs incurred by the Employer for expenses on relevant career and professional development activities for the employee are lower than what would otherwise be incurred as a result of that membership.

Where documentation is provided and the Employer is satisfied that the difference between non-membership and membership fees associated with the professional body or association could have realized financial savings for the Employer, the employee will be reimbursed either:

a. the yearly cost of the membership;
   or
b. the savings that would have been realized resulting from the employee's membership,

whichever is less, but not exceeding one thousand dollars ($1,000).

Article 22: immunization

22.01 The Employer shall provide the employee with immunization against communicable diseases where there is a risk of incurring such diseases in the performance of the employee's duties.

Article 23: technological change

23.01 The parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the

discontinuance of a function, the workforce adjustment agreement in Appendix "B" will apply. In all other cases the following will apply.

23.02 In this article, "technological change" means:

a. the introduction by the Employer of equipment or material of a substantially different nature than that previously utilized which will result in significant changes in the employment status or working conditions of employees;
and
b. a major change in the Employer's operation directly related to the introduction of that equipment or material which will result in significant changes in the employment status or working conditions of the employees.

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

23.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and twenty (120) days' written notice to the Institute of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

23.05 The written notice provided for in clause 23.04 will provide the following information:

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

23.06 As soon as reasonably practicable after notice is given under clause 23.04, the Employer shall consult meaningfully with the Institute concerning the effects of the technological change referred to in clause 23.04 on each group of employees. Such consultation will include but not necessarily be limited to the following:

a. the appropriate 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 of employees.

23.07 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of his substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

Article 24: safety and health

24.01 The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Institute 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 or occupational illness.

Article 25: recognition

25.01 The Employer recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the former Public Service Staff Relations Board on June 16, 1999, covering employees of the Audit, Commerce and Purchasing (AV) Group.

25.02 The Employer recognizes that it is a proper function and a right of the Institute to bargain with a view to arriving at a collective agreement and the Employer and the Institute agree to bargain in good faith, in accordance with the provisions of the *Federal Public Sector Labour Relations Act*.

Article 26: check-off

26.01 The Employer will as a condition of employment deduct an amount equal to the amount of the membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions under this article the Employer shall not be obligated to make such deductions for that month from subsequent salary.

26.02 The Institute shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 26.01.

26.03 For the purpose of applying clause 26.01 above, deductions from pay for each employee in respect of each month will start with the first (1st) full month of employment to the extent that earnings are available.

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

26.05 No employee organization, as defined in Section 2 of the *Federal Public Sector Labour Relations Act*, other than the Institute, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

26.06 The amounts deducted in accordance with clause 26.01 shall be remitted to the Institute by electronic payment within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

26.07 The Institute 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, in which case the liability shall be limited to the amount of the error.

26.08 When it is mutually acknowledged that an error has been committed, the Employer shall endeavour to correct such error within the two (2) pay periods following the acknowledgement of error.

Article 27: use of Employer facilities

27.01 Reasonable space on bulletin boards, including electronic bulletin boards where available, in convenient locations will be made available to the Institute for the posting of official Institute notices. The Institute shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices of meetings of their members and elections, the names of Institute representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

27.02 The Employer will also continue its present practice of making available to the Institute specific locations on its premises for the placement of reasonable quantities of literature of the Institute.

27.03 A duly accredited representative of the Institute may be permitted access to the Employer's premises 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.

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

Article 28: information

28.01 The Employer agrees to supply the Institute 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, classification of the employee and shall be provided within one (1) month following the termination of each quarter. As soon as practicable, the Employer agrees to add to the above list the date of appointment for new employees.

28.02 The Employer agrees to supply each employee with a copy of the collective agreement and any amendments thereto. For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to this agreement. Upon request, each Institute AV steward shall be supplied with a printed pocket copy of this agreement.

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

Article 29: employee representatives

29.01 The Employer acknowledges the exclusive right of the Institute to appoint or otherwise select employees as representatives.

29.02 The Institute and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organization, the number and distribution of employees at the workplace and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/adjudication procedure.

29.03 The Institute shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 29.02.

29.04 A representative shall obtain the permission of his immediate supervisor before leaving his work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his supervisor before resuming his normal duties.

29.05 The Institute shall 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 30: leave for labour relations matters

30.01 Federal Public Sector Labour Relations and Employment Board hearings

Complaints made to the Federal Public Sector Labour Relations and Employment Board pursuant to subsection 190(1) of the *Federal Public Sector Labour Relations Act* (FPSLRA)

Where operational requirements permit, in cases of complaints made to the Federal Public Sector Labour Relations and Employment Board pursuant to section 190(1) of the FPSLRA 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 FPSLRA, the Employer will grant leave with pay:

a. to an employee who makes a complaint on his own behalf before the Federal Public Sector Labour Relations and Employment Board,
and
b. to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Institute making a complaint.

30.02 Applications for certification, representations and interventions with respect to applications for certification

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

a. to an employee who represents the Institute in an application for certification or in an intervention,
and
b. to an employee who makes personal representations with respect to a certification.

30.03 Employee called as a witness

The Employer will grant leave with pay:

a. to an employee called as a witness by the Federal Public Sector Labour Relations and Employment Board,
and
b. where operational requirements permit, to an employee called as a witness by an employee or the Institute.

30.04 Arbitration Board, Public Interest Commission hearings and Alternative Dispute Resolution Process

Where operational requirements permit, the Employer will grant leave with pay to an employee representing the Institute before an Arbitration Board, Public Interest Commission or an Alternative Dispute Resolution Process.

30.05 Employee called as a witness

The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board, Public Interest Commission or an Alternative Dispute Resolution Process and, where operational requirements permit, leave with pay to an employee called as a witness by the Institute.

30.06 Adjudication

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

a. a party to an adjudication,
   or
b. the representative of an employee who is a party to an adjudication,
   or
c. a witness called by an employee who is party to an adjudication.

30.07 Meetings during the grievance process

Employee presenting grievance

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 such employee and on duty status when the meeting is held outside the headquarters area of such employee;
   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;
   and
c. when mutually agreed by the parties, in cases where more than one employee has grieved on the same subject and all grievors are represented by the Institute that one meeting will serve the interests of all grievors.

30.08 Employee who acts as representative

Where an employee wishes to represent at a meeting with the Employer, an employee who has presented a grievance, the Employer will, where operational requirements permit, grant leave with pay to the representative 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.

30.09 Grievance investigations

Where an employee has asked or is obliged to be represented by the Institute in relation to the presentation of a grievance and an employee acting on behalf of the Institute 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 the headquarters area of such employee and leave without pay when it takes place outside the headquarters area of such employee.

30.10 Contract negotiations meetings

Where operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiations meetings on behalf of the Institute.

30.11 Preparatory contract negotiations meetings

Where operational requirements permit, the Employer will grant leave without pay to an employee to attend preparatory contract negotiations meetings.

30.12 Meetings between the Institute and management

Where operational requirements permit, the Employer will grant leave with pay to an employee to attend meetings with management on behalf of the Institute.

30.13 Institute Executive Council meetings and conventions

Where operational requirements permit, the Employer will grant leave without pay to employees to attend meetings and conventions provided in the Constitution and by-laws of the Institute.

30.14 Employee representatives' training courses

a. Where operational requirements permit, the Employer will grant leave without pay to employees appointed as Employee representatives by the Institute, to undertake training sponsored by the Institute related to the duties of an Employee representative.
b. Where operational requirements permit, the Employer will grant leave with pay to employees appointed as Employee representatives by the Institute, to attend training sessions concerning Employer-employee relations sponsored by the Employer.

Article 31: job security

31.01 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 32: contracting out

32.01 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.

32.02 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 33: interpretation of agreement

33.01 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 should meet within a reasonable time and seek to resolve the problem. This article does not prevent employees from availing themselves of the grievance procedure provided in this agreement.

Article 34: grievance procedure

34.01 In cases of alleged misinterpretation or misapplication arising out of 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, the grievance procedure will be in accordance with Section 15 of the NJC by-laws.

34.02 Individual grievances

Subject to and as provided in section 208 of the *Federal Public Sector Labour Relations Act*, an employee may present an individual grievance to the Employer 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; or
   ii. a provision of the 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

34.03 Group grievances

Subject to and as provided in section 215 of the *Federal Public Sector Labour Relations Act*, the Institute may present a group grievance to the Employer 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 the collective agreement or an arbitral award.

a. In order to present a group grievance, the Institute must first obtain the written consent of each of the employees concerned.
b. A group grievance must relate to employees in a single portion of the federal public administration.

34.04 Policy grievances

Subject to and as provided in section 220 of the *Federal Public Sector Labour Relations Act*, the Institute or the Employer may present a policy grievance in respect of the interpretation or application of the collective agreement or an arbitral award.

A policy grievance may be presented by the Institute only at the final step of the grievance procedure, to an authorized representative of the Employer. The Employer shall inform the Institute of the name, title and address of this representative.

The grievance procedure for a policy grievance by the Employer shall also be composed of a single step, with the grievance presented to an authorized representative of the Institute. The Institute shall inform the Employer of the name, title and address of this representative.

34.05

a. For the purposes of this article, a grievor is an employee or, in the case of a group or policy grievance, a steward, Institute staff person or other authorized representative appointed by the Institute.
b. No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause a grievor to abandon a grievance or refrain from exercising the right to present a grievance, as provided in this collective agreement.
c. The parties recognize the value of informal discussion between employees and their supervisors and between the Institute and the Employer to the end that problems might be resolved without recourse to a formal grievance. When notice is given that an employee or the Institute, within the time limits prescribed in clause 34.12, wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

34.06 A grievor wishing to present a grievance at any prescribed step 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 step,
and
b. provide the grievor with a receipt stating the date on which the grievance was received.

34.07 A grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.

34.08 Subject to and as provided for in the *Federal Public Sector Labour Relations Act*, a grievor who feels treated unjustly or aggrieved by an action or lack of action by the Employer in matters

other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 34.06, except that:

a. where there is another administrative procedure provided by or under any act of Parliament to deal with the grievor's specific complaint such procedure must be followed,
and
b. where the grievance relates to the interpretation or application of this collective agreement or an arbitral award, an employee is not entitled to present the grievance unless he has the approval of and is represented by the Institute.

34.09 There shall be three (3) steps in the grievance procedure. These levels shall be as follows:

a. Step 1: first level of management;
b. Step 2: intermediate level;
c. Final step: chief executive or an authorized representative.

34.10 The Employer shall designate a representative at each step in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.

This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Institute.

34.11 An employee who so desires, may be assisted and/or represented by the Institute when presenting a grievance at any step. The Institute shall have the right to consult with the Employer with respect to a grievance at each or any step of the grievance procedure.

34.12 A grievor may present a grievance to the first step of the procedure in the manner prescribed in clause 34.06, not later than the twenty-fifth (25th) day after the date on which the grievor is notified or on which the grievor first becomes aware of the action or circumstances giving rise to the grievance. The Employer may present a policy grievance in the manner prescribed in clause 34.04 not later than the twenty-fifth (25th) day after the date on which the Employer is notified orally or in writing or on which the Employer first becomes aware of the action or circumstances giving rise to the policy grievance.

34.13 A grievor may present a grievance at each succeeding step in the grievance procedure beyond the first step either:

a. where the decision or settlement is not satisfactory to the grievor, within ten (10) days after that decision or settlement has been conveyed in writing to the grievor by the Employer,
or
b. where the Employer has not conveyed a decision to the grievor within the time prescribed in clause 34.14, within fifteen (15) days after presentation by the grievor of the grievance at the previous step.

34.14 The Employer shall normally reply to a grievance at any step of the grievance procedure, except the final step, within ten (10) days after the grievance is presented, and within twenty (20) days where the grievance is presented at the final step except in the case of a policy grievance, to which the Employer shall normally respond within thirty (30) days. The Institute shall normally reply to a policy grievance presented by the Employer within thirty (30) days.

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

34.16 Where a grievance has been presented up to and including the final step in the grievance process, and the grievance is not one that may be referred to adjudication, the decision on the grievance taken at the final step in the grievance process is final and binding and no further action may be taken under the *Federal Public Sector Labour Relations Act*.

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

34.18 Where the provisions of clause 34.06 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 step on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present the grievance at the next higher step shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

34.19 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the grievor and, where appropriate the Institute representative, except as provided in clause 34.21.

34.20 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular step of authority, any or all the steps except the final step may be eliminated by agreement of the Employer and the grievor, and, where applicable, the Institute.

34.21 Where the Employer demotes or terminates an employee pursuant to paragraph 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 step only,
and
b. 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 Institute.

34.22 A grievor may by written notice to the immediate supervisor or officer-in-charge abandon a grievance.

34.23 Any grievor who fails to present a grievance to the next higher step within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond the grievor's control, the grievor was unable to comply with the prescribed time limits.

34.24 Where a grievance has been presented up to and including the final step in the grievance procedure with respect to:

a. the interpretation or application of a provision of this collective agreement or related arbitral award,
or
b. termination of employment or demotion pursuant to paragraph 12(1)(c), (d) or (e) of the *Financial Administration Act*,
or
c. disciplinary action resulting in suspension or financial penalty,

and the grievance has not been resolved, it may be referred to adjudication in accordance with the provisions of the *Federal Public Sector Labour Relations Act* and Regulations.

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

34.26 Expedited adjudication

The parties agree that any adjudicable grievance may be referred to the following expedited adjudication process:

The Professional Institute of the Public Service of Canada and the Treasury Board Secretariat agree to establish a process of expedited adjudication, which may be reviewed at any time by the parties and the Federal Public Sector Labour Relations and Employment Board (FPSLREB). The framework is set out below.

a. At the request of either party, a grievance that has been referred to adjudication may be dealt with through expedited adjudication with the consent of both parties.
b. Future cases may be identified for this process by either party, subject to the consent of the parties.
c. When the parties agree that a particular grievance will proceed through expedited adjudication, the Institute will submit to the FPSLREB the consent form signed by the grievor or the bargaining agent.
d. The parties may proceed with or without an agreed statement of facts. When the parties arrive at an agreed statement of facts it will be submitted to the FPSLREB or to the adjudicator at least forty-eight (48) hours prior to the start of the hearing.
e. No witnesses will testify.
f. The adjudicator will be appointed by the FPSLREB from among any of the members of the chairperson group, or any of its members who have had at least two (2) years' experience as a member of the Board.
g. Each expedited adjudication session will take place in Ottawa unless the parties and the FPSLREB agree otherwise. The cases will be scheduled jointly by the parties and the FPSLREB, and will appear on the FPSLREB hearing schedule.
h. The adjudicator will make an oral determination at the hearing which will be recorded and initialled by the representatives of the parties. This will be confirmed in a written determination to be issued by the adjudicator within five (5) days of the hearing. The parties may, at the request of the adjudicator, vary the above conditions in a particular case.
i. The adjudicator's determination will be final and binding on all the parties, but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.

Article 35: National Joint Council agreements

35.01 Agreements concluded by the National Joint Council (NJC) of the public service on items which may be included in a collective agreement, and which the parties to this agreement have endorsed after December 6, 1978, and as amended from time to time, will form part of this collective agreement, subject to the *Federal Public Sector Labour Relations Act* (FPSLRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any act specified in subsection 113(b) of the FPSLRA.

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

35.03 All directives, as amended from time to time by National Joint Council recommendation and which have been approved by the Treasury Board of Canada, form part of this collective agreement.

Grievances in regard to the NJC directives shall be filed in accordance with clause 34.01 of this collective agreement.

Article 36: joint consultation

36.01 The parties acknowledge the mutual benefits to be derived from joint consultation and will consult meaningfully on matters of common interest.

36.02 The subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties and shall include consultation regarding career development, professional responsibilities and standards, and workload. Consultation may be at the local, regional or national level as determined by the parties.

36.03 Wherever possible, the Employer shall consult with representatives of the Institute at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this agreement.

36.04 Joint Consultation Committee meetings

The Consultation Committees shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer’s premises during working hours.

36.05 The Institute shall notify the Employer in writing of the representatives authorized to act on behalf of the Institute for consultation purposes.

36.06 Employees forming the continuing membership of the Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.

36.07 Joint Consultation Committees are prohibited from agreeing to items which would alter any provision of this collective agreement.

**Article 37: standards of discipline

37.01 Where written departmental standards of discipline are developed or amended, the Employer agrees to supply sufficient information on the standards of discipline to each employee and to the Institute.

**

37.02 Where an employee is required to attend a meeting on disciplinary matters the employee is entitled to have a representative of the Institute attend the meeting when the representative is readily available. Where practicable, the employee shall receive a minimum of two (2) working days' written notice of such meeting with reasons for the meeting.

37.03 At any administrative inquiry, hearing or investigation conducted by the Employer, where the actions of an employee may have had a bearing on the events or circumstances leading thereto, and the employee is required to appear at the administrative inquiry, hearing or investigation being conducted, he or she may be accompanied by a representative of the Institute. Where practicable, the employee shall receive a minimum of two (2) days' notice of such administrative inquiry, hearing or investigation being conducted as well as its purpose. The unavailability of the representative will not delay the inquiry, hearing or investigation more than forty-eight (48) hours from the time of notification to the employee.

37.04 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.

37.05 The Employer shall notify the local representative of the Institute that such suspension has occurred.

37.06 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document concerning the conduct or performance of an employee the existence of which the employee was not aware at the time of filing or within a reasonable time thereafter.

37.07 Notice of 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. This period will automatically be extended by the length of any single period of leave without pay in excess of six (6) months.

Article 38: labour disputes

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

Article 39: part-time employees

39.01 Definition

Part-time employee means a person whose normal scheduled hours of work are less than thirty-seven decimal five (37.5) hours per week, but not less than those prescribed in the *Federal Public Sector Labour Relations Act*.

39.02 General

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.

39.03 Upon request of an employee and with the concurrence of the Employer, a part-time employee may complete his scheduled weekly hours of work in a manner that permits such an employee to work in excess of seven and decimal five (7.5) hours in any one (1) day provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days the part-time employee works an average of his scheduled weekly hours of work. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer.

39.04 The days of rest provisions of this collective agreement apply only in a week when a part-time employee has worked five (5) days and a minimum of thirty-seven decimal five (37.5) hours in a week at the hourly rate of pay.

39.05 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.

39.06 Designated holidays

A part-time employee shall not be paid for the designated holidays but shall, instead, be paid a premium of four decimal two five per cent (4.25%) for all straight-time hours worked during the period of part-time employment.

39.07 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 12.01 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 hours worked up to the regular daily scheduled hours of work and double (2T) thereafter.

39.08 Overtime

a. In the case of a part-time employee, "overtime" means authorized work performed in excess of the seven decimal five (7.5) hours a day or thirty-seven decimal five (37.5) hours a week, but does not include time worked on a holiday.
b. In the case of a part-time employee whose hours of work are scheduled in accordance with clause 39.03 above, overtime means authorized work performed in excess of the part-time employee's daily scheduled hours of work, but does not include time worked on a holiday.

39.09 Subject to clause 39.08 a part-time employee who is required to work overtime shall be paid overtime as specified in Article 9 of this agreement.

39.10 Call-back

When a part-time employee meets the requirements to receive call-back pay in accordance with Article 10 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.

39.11 Reporting pay

Subject to clause 39.04, 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.

39.12 Bereavement leave

Notwithstanding clause 39.02, there shall be no pro-rating of a "day" in clause 17.02 (bereavement leave with pay).

39.13 Vacation leave

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee's normal workweek, at the rate for years of employment established in clause 15.02 (vacation leave), pro-rated 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 workweek 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 workweek 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 workweek 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 workweek 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 workweek 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.

39.14 Sick leave

A part-time employee shall earn sick leave credits at the rate of one quarter (1/4) of the number of hours in an employee's normal workweek for each calendar month in which the employee has received pay for at least twice (2) the number of hours in the employee's normal workweek.

39.15 Vacation and sick leave administration

a. For the purposes of administration of clauses 39.13 and 39.14 of this article, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average 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.

39.16 Severance pay

Notwithstanding the provisions of Article 19 (severance pay), where the period of continuous employment in respect of which a severance benefit is to be paid consists of both full- and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

39.17 The weekly rate of pay referred to in clause 39.16 above shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in the employee's certificate of appointment, immediately prior to the termination of employment.

Article 40: employee performance review and employee files

40.01 For the purpose of this article,

a. a formal assessment and/or appraisal of an employee's performance means any written assessment and/or appraisal by any supervisor of how well the employee has performed the employee's assigned tasks during a specified period in the past;

b. formal assessment and/or appraisals of employee performance shall be recorded on a form prescribed by the Employer for this purpose.

40.02 Prior to an employee performance review the employee shall be given:

a. the evaluation form which will be used for the review;
b. any written document which provides instructions to the person conducting the review;
c. if, during the employee performance review, either the form or instructions have changed, they shall be given to the employee.

40.03

a. When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. An employee's signature on the assessment form shall be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.

   The employee shall be provided with a copy of the assessment at the time that the assessment is signed by the employee.

b. The Employer's representative(s) 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 evaluated.
c. When an employee disagrees with the assessment and/or the appraisal of his work, he shall have the right to present written counter arguments to the manager(s) or committee(s) responsible for the assessment and/or appraisal. An employee has the right to make written comments to be attached to the performance review form.

40.04 Upon written request of an employee, the personnel file of that employee shall be made available for the employee's examination in the presence of an authorized representative of the Employer.

40.05 When a report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee concerned shall be given:

a. a copy of the report placed on their file,
b. an opportunity to sign the report in question to indicate that its contents have been read,
   and
c. an opportunity to submit such written representation as the employee may deem appropriate concerning the report and to have such written representations attached to the report.

Article 41: employment references

41.01 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. Personal references requested by a prospective employer outside the public service will not be provided without the written consent of the employee.

Article 42: sexual harassment

42.01 The Institute 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 workplace.

42.02

a. Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
b. If by reason of paragraph 42.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

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

**Article 43: no discrimination

**

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

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

**Article 44: Correctional Service Specific Duty Allowance (CSSDA)

**

The following allowance replaces the former Penological Factor Allowance (PFA).The parties agree that only incumbents of positions deemed eligible and/or receiving PFA as of signing of

this collective agreement, shall receive the Correctional Service Specific Duty Allowance (CSSDA), subject to the criteria outlined below.

**

44.01 The Correctional Service Specific Duty Allowance (CSSDA) shall be payable to incumbents of specific positions in the bargaining unit within Correctional Service Canada. The allowance provides additional compensation to an incumbent of a position who performs certain duties or responsibilities specific to Correctional Service Canada (that is, custody of inmates, the regular supervision of offenders, or the support of programs related to the conditional release of those offenders) within penitentiaries as defined in the *Corrections and Conditional Release Act*, and/or CSC Commissioner Directives. The CSSDA is not payable to incumbents of positions located within Correctional Learning and Development Centres, Regional Headquarters, National Headquarters, and CORCAN establishments that do not meet the definition of penitentiary as defined in the *Corrections and Conditional Release Act* and/or CSC Commissioner Directives.

**

44.02 The value of the CSSDA shall be two thousand dollars ($2,000) annually. Except as prescribed in clause 44.03 below, this allowance shall be paid on a biweekly basis for any month in which an employee performs the duties for a minimum period of ten (10) days in a position to which the CSSDA applies.

**

44.03 An employee will be entitled to receive the CSSDA, in accordance with clause 44.01:

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.

**

44.04 The CSSDA 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*

Article 45: pay administration

45.01 Except as provided in clauses 45.01 to 45.07 inclusive, and the Notes to Appendix "A" of this agreement, the terms and conditions governing the application of pay to employees are not affected by this agreement.

45.02 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.

45.03 The rates of pay set forth in Appendix "A" shall become effective on the date specified therein.

45.04 Pay administration

When two (2) or more of the following actions occur on the same date, namely appointment, pay increment, pay revision, the employee's rate of pay shall be calculated in the following sequence:

a. the employee shall receive his pay increment;
b. the employee's rate of pay shall be revised;
c. the employee's rate of pay on appointment shall be established in accordance with this agreement.

45.05 Rates of pay

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 therefor;
    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 groups identified in Article 1 of this agreement 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 or no notification shall be made pursuant to paragraph 45.05(b) for one dollar ($1.00) or less.

45.06 This article is subject to the memorandum of understanding signed by the Employer and the Professional Institute of the Public Service of Canada dated July 21, 1982, in respect of red-circled employees.

45.07 Acting pay

a. When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for three (3) consecutive working days, the employee shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts.
b. An employee who is required to perform the duties of a higher classification level will not be arbitrarily assigned and reassigned between his or her regular position and the acting position solely for the purpose of avoiding entitlement to acting pay in the higher-level position.
c. When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for the purpose of the qualifying period.

45.08 When a payment is being made as a result of the application of clause 45.07, the Employer will endeavour to make such payment within six (6) weeks of the commencement of the acting appointment.

Article 46: restriction on outside employment

46.01 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 47: agreement re-opener

47.01 This agreement may be amended by mutual consent. If either party wishes to amend or vary this agreement, it shall give to the other party notice of any amendment proposed and the parties shall meet and discuss such proposal not later than one (1) calendar month after receipt of such notice.

**Article 48: duration

**

48.01 The duration of this collective agreement shall be from the date it is signed to June 21, 2022.

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

48.03 The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and twenty (120) days from the date of its signing.

**

48.04 All elements identified in the table of contents form part of this collective agreement.

Signed at Ottawa, this 30th day of the month of August 2019.

The Treasury Board of Canada

Sandra Hassan
Allison Shatford
Karine Beauchamp
Daniel Cyr
Philippe Bougie
Julie Tremblay
Alain Dorion
Micha Beaulieu
Lucie Dubois

The Professional Institute of the Public Service of Canada

Debi Daviau
Cara Ryan
Peter Gabriel
Gordon A. Sanford
Raymond Poon
Andrée Doucet
Jason Huang
Gerry R. Morrissey
James Bright
Nicholas Daignault

**Appendix "A"

Auditing (AU) annual rates of pay (in dollars)

Table legend

$) Effective June 22, 2017
X) *Wage adjustment effective June 22, 2018
A) *Effective June 22, 2018
B) *Effective June 22, 2019
C) Effective June 22, 2020
D) Effective June 22, 2021

AU - 1: annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
$) June 22, 2017	56,136	58,569	60,984	63,408	65,835	68,266
X) Wage Adjustment – June 22, 2018*	56,557	59,008	61,441	63,884	66,329	68,778
A) June 22, 2018*	57,688	60,188	62,670	65,162	67,656	70,154
B) June 22, 2019*	58,842	61,392	63,923	66,465	69,009	71,557
C) June 22, 2020	59,725	62,313	64,882	67,462	70,044	72,630
D) June 22, 2021	60,621	63,248	65,855	68,474	71,095	73,719

AU - 1: annual rates of pay (in dollars) (continued)

Effective Date	Step 7	Step 8	Step 9
$) June 22, 2017	70,694	73,121	75,314
X) Wage Adjustment – June 22, 2018*	71,224	73,669	75,879
A) June 22, 2018*	72,648	75,142	77,397
B) June 22, 2019*	74,101	76,645	78,945
C) June 22, 2020	75,213	77,795	80,129
D) June 22, 2021	76,341	78,962	81,331

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix E, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

a. Year 1: Retroactive lump-sum payment equal to a 2% economic increase and 0.75% wage adjustment for a compounded total of 2.77%. Changes to the pay rates will not appear on employees' pay statements.
b. Year 2: Retroactive lump-sum payment equal to Year 1 increases plus a 2% economic increase for a compounded total of 4.82%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

AU - 2: annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
$) June 22, 2017	69,820	72,217	74,621	77,020	79,419	81,821
X) Wage Adjustment – June 22, 2018*	70,344	72,759	75,181	77,598	80,015	82,435
A) June 22, 2018*	71,751	74,214	76,685	79,150	81,615	84,084
B) June 22, 2019*	73,186	75,698	78,219	80,733	83,247	85,766
C) June 22, 2020	74,284	76,833	79,392	81,944	84,496	87,052
D) June 22, 2021	75,398	77,985	80,583	83,173	85,763	88,358

AU - 2: annual rates of pay (in dollars) (continued)

Effective Date	Step 7	Step 8
$) June 22, 2017	84,220	86,747
X) Wage Adjustment – June 22, 2018*	84,852	87,398
A) June 22, 2018*	86,549	89,146
B) June 22, 2019*	88,280	90,929
C) June 22, 2020	89,604	92,293
D) June 22, 2021	90,948	93,677

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix E, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

a. Year 1: Retroactive lump-sum payment equal to a 2% economic increase and 0.75% wage adjustment for a compounded total of 2.77%. Changes to the pay rates will not appear on employees' pay statements.
b. Year 2: Retroactive lump-sum payment equal to Year 1 increases plus a 2% economic increase for a compounded total of 4.82%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

AU - 3: annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
$) June 22, 2017	80,018	83,012	85,859	88,704	91,546
X) Wage Adjustment – June 22, 2018*	80,618	83,635	86,503	89,369	92,233
A) June 22, 2018*	82,230	85,308	88,233	91,156	94,078
B) June 22, 2019*	83,875	87,014	89,998	92,979	95,960
C) June 22, 2020	85,133	88,319	91,348	94,374	97,399
D) June 22, 2021	86,410	89,644	92,718	95,790	98,860

AU - 3: annual rates of pay (in dollars) (continued)

Effective Date	Step 6	Step 7
$) June 22, 2017	94,390	97,221
X) Wage Adjustment – June 22, 2018*	95,098	97,950
A) June 22, 2018*	97,000	99,909
B) June 22, 2019*	98,940	101,907
C) June 22, 2020	100,424	103,436
D) June 22, 2021	101,930	104,988

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix E, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

a. Year 1: Retroactive lump-sum payment equal to a 2% economic increase and 0.75% wage adjustment for a compounded total of 2.77%. Changes to the pay rates will not appear on employees' pay statements.
b. Year 2: Retroactive lump-sum payment equal to Year 1 increases plus a 2% economic increase for a compounded total of 4.82%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

AU - 4: annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
$) June 22, 2017	90,267	93,533	96,746	99,964	103,186
X) Wage Adjustment – June 22, 2018*	90,944	94,234	97,472	100,714	103,960
A) June 22, 2018*	92,763	96,119	99,421	102,728	106,039
B) June 22, 2019*	94,618	98,041	101,409	104,783	108,160
C) June 22, 2020	96,037	99,512	102,930	106,355	109,782
D) June 22, 2021	97,478	101,005	104,474	107,950	111,429

AU - 4: annual rates of pay (in dollars) (continued)

Effective Date	Step 6	Step 7
$) June 22, 2017	106,404	109,596
X) Wage Adjustment – June 22, 2018*	107,202	110,418
A) June 22, 2018*	109,346	112,626
B) June 22, 2019*	111,533	114,879
C) June 22, 2020	113,206	116,602
D) June 22, 2021	114,904	118,351

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix E, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

a. Year 1: Retroactive lump-sum payment equal to a 2% economic increase and 0.75% wage adjustment for a compounded total of 2.77%. Changes to the pay rates will not appear on employees' pay statements.
b. Year 2: Retroactive lump-sum payment equal to Year 1 increases plus a 2% economic increase for a compounded total of 4.82%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

AU - 5: annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
$) June 22, 2017	100,414	103,679	106,954	110,217	113,484
X) Wage Adjustment – June 22, 2018*	101,167	104,457	107,756	111,044	114,335
A) June 22, 2018*	103,190	106,546	109,911	113,265	116,622
B) June 22, 2019*	105,254	108,677	112,109	115,530	118,954
C) June 22, 2020	106,833	110,307	113,791	117,263	120,738
D) June 22, 2021	108,435	111,962	115,498	119,022	122,549

AU -5: annual rates of pay (in dollars) (continued)

Effective Date	Step 6	Step 7
$) June 22, 2017	116,753	120,256
X) Wage Adjustment – June 22, 2018*	117,629	121,158
A) June 22, 2018*	119,982	123,581
B) June 22, 2019*	122,382	126,053
C) June 22, 2020	124,218	127,944
D) June 22, 2021	126,081	129,863

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix E, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

a. Year 1: Retroactive lump-sum payment equal to a 2% economic increase and 0.75% wage adjustment for a compounded total of 2.77%. Changes to the pay rates will not appear on employees' pay statements.
b. Year 2: Retroactive lump-sum payment equal to Year 1 increases plus a 2% economic increase for a compounded total of 4.82%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

AU - 6: annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
$) June 22, 2017	110,189	113,820	117,451	121,087	124,723
X) Wage Adjustment – June 22, 2018*	111,015	114,674	118,332	121,995	125,658
A) June 22, 2018*	113,235	116,967	120,699	124,435	128,171
B) June 22, 2019*	115,500	119,306	123,113	126,924	130,734
C) June 22, 2020	117,233	121,096	124,960	128,828	132,695
D) June 22, 2021	118,991	122,912	126,834	130,760	134,685

AU -6: annual rates of pay (in dollars) (continued)

Effective Date	Step 6	Step 7
$) June 22, 2017	128,359	132,209
X) Wage Adjustment – June 22, 2018*	129,322	133,201
A) June 22, 2018*	131,908	135,865
B) June 22, 2019*	134,546	138,582
C) June 22, 2020	136,564	140,661
D) June 22, 2021	138,612	142,771

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix E, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

a. Year 1: Retroactive lump-sum payment equal to a 2% economic increase and 0.75% wage adjustment for a compounded total of 2.77%. Changes to the pay rates will not appear on employees' pay statements.
b. Year 2: Retroactive lump-sum payment equal to Year 1 increases plus a 2% economic increase for a compounded total of 4.82%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

Pay notes

1. Each pay increment period for all employees of levels AU-1 to AU-6 inclusive shall be twelve (12) months.
2. Notwithstanding Pay note 1, an employee at the maximum of the salary range of an AU level who has been at the maximum for twelve (12) months or more on June 22, 2018, will move to the new maximum of the salary range for that pay scale effective June 22, 2018.

Commerce (CO) annual rates of pay (in dollars)

Table legend

$) Effective June 22, 2017
X) *Wage adjustment effective June 22, 2018
A) *Effective June 22, 2018
B) *Effective June 22, 2019
Y) Restructure (within 180 days after signing)
C) Effective June 22, 2020
D) Effective June 22, 2021

CO – DEV/PER – annual rates of pay (in dollars)

Effective Date	Range
$) June 22, 2017	28,944 to 62,054 ($10 increments)
X) Wage Adjustment – June 22, 2018*	29,089 to 62,364 ($10 increments)
A) June 22, 2018*	30,107 to 64,547 ($10 increments)
B) June 22, 2019*	30,709 to 65,838 ($10 increments)
C) June 22, 2020	30,939 to 66,332 ($10 increments)
D) June 22, 2021	31,171 to 66,829 ($10 increments)

*Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix E, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump-sum payments:

a. Year 1: Retroactive lump-sum payment inclusive of an economic increase and wage adjustments for a compounded total of 4.05%. Changes to the pay rates will not appear on employees' pay statements.
b. Year 2: Retroactive lump-sum payment equal to Year 1 increases plus a 2% economic increase for a compounded total of 6.13%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

CO - 01: annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
$) June 22, 2017	56,374	58,912	61,461	63,992	66,538
X) Wage Adjustment – June 22, 2018*	56,656	59,207	61,768	64,312	66,871
A) June 22, 2018*	58,639	61,279	63,930	66,563	69,211
B) June 22, 2019*	59,812	62,505	65,209	67,894	70,595
Y) Restructure (within 180 days after signing)	60,560	63,286	66,024	68,743	71,477
C) June 22, 2020	61,014	63,761	66,519	69,259	72,013
D) June 22, 2021	61,472	64,239	67,018	69,778	72,553

CO - 01: annual rates of pay (in dollars) (continued)

Effective Date	Step 6	Step 7	Step 8
$) June 22, 2017	69,080	71,618	74,160
X) Wage Adjustment – June 22, 2018*	69,425	71,976	74,531
A) June 22, 2018*	71,855	74,495	77,140
B) June 22, 2019*	73,292	75,985	78,683
Y) Restructure (within 180 days after signing)	74,208	76,935	79,667
C) June 22, 2020	74,765	77,512	80,265
D) June 22, 2021	75,326	78,093	80,867

*Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix E, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump-sum payments:

a. Year 1: Retroactive lump-sum payment inclusive of an economic increase and wage adjustments for a compounded total of 4.05%. Changes to the pay rates will not appear on employees' pay statements.
b. Year 2: Retroactive lump-sum payment equal to Year 1 increases plus a 2% economic increase for a compounded total of 6.13%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

CO - 02: annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
$) June 22, 2017	73,834	77,486	81,143	84,792	88,449	92,096
X) Wage Adjustment – June 22, 2018*	74,203	77,873	81,549	85,216	88,891	92,556
A) June 22, 2018*	76,800	80,599	84,403	88,199	92,002	95,795
B) June 22, 2019*	78,336	82,211	86,091	89,963	93,842	97,711
C) June 22, 2020	78,924	82,828	86,737	90,638	94,546	98,444
D) June 22, 2021	79,516	83,449	87,388	91,318	95,255	99,182

CO - 02: annual rates of pay (in dollars) (continued)

Effective Date	Step 7	Step 8	Step 9
$) June 22, 2017	95,762	99,413	105,131
X) Wage Adjustment – June 22, 2018*	96,241	99,910	105,657
A) June 22, 2018*	99,609	103,407	109,355
B) June 22, 2019*	101,601	105,475	111,542
C) June 22, 2020	102,363	106,266	112,379
D) June 22, 2021	103,131	107,063	113,222

*Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix E, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump-sum payments:

a. Year 1: Retroactive lump-sum payment inclusive of an economic increase and wage adjustments for a compounded total of 4.05%. Changes to the pay rates will not appear on employees' pay statements.
b. Year 2: Retroactive lump-sum payment equal to Year 1 increases plus a 2% economic increase for a compounded total of 6.13%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

CO - 03: annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
$) June 22, 2017	90,079	94,149	98,217	102,283	106,350
X) Wage Adjustment – June 22, 2018*	90,529	94,620	98,708	102,794	106,882
A) June 22, 2018*	93,698	97,932	102,163	106,392	110,623
B) June 22, 2019*	95,572	99,891	104,206	108,520	112,835
Y) Restructure (within 180 days after signing)	97,245	101,639	106,030	110,419	114,810
C) June 22, 2020	97,974	102,401	106,825	111,247	115,671
D) June 22, 2021	98,709	103,169	107,626	112,081	116,539

CO – 03: annual rates of pay (in dollars) (continued)

Effective Date	Step 6	Step 7
$) June 22, 2017	110,176	114,002
X) Wage Adjustment – June 22, 2018*	110,727	114,572
A) June 22, 2018*	114,602	118,582
B) June 22, 2019*	116,894	120,954
Y) Restructure (within 180 days after signing)	118,940	123,071
C) June 22, 2020	119,832	123,994
D) June 22, 2021	120,731	124,924

*Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix E, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump-sum payments:

a. Year 1: Retroactive lump-sum payment inclusive of an economic increase and wage adjustments for a compounded total of 4.05%. Changes to the pay rates will not appear on employees' pay statements.
b. Year 2: Retroactive lump-sum payment equal to Year 1 increases plus a 2% economic increase for a compounded total of 6.13%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

CO - 04: annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4
$) June 22, 2017	102,645	107,044	111,182	115,316
X) Wage Adjustment – June 22, 2018*	103,158	107,579	111,738	115,893
A) June 22, 2018*	106,769	111,344	115,649	119,949
B) June 22, 2019*	108,904	113,571	117,962	122,348
Y) Restructure (within 180 days after signing)	110,538	115,275	119,731	124,183
C) June 22, 2020	111,367	116,140	120,629	125,114
D) June 22, 2021	112,202	117,011	121,534	126,052

CO – 04: annual rates of pay (in dollars) (continued)

Effective Date	Step 5	Step 6
$) June 22, 2017	119,452	123,584
X) Wage Adjustment – June 22, 2018*	120,049	124,202
A) June 22, 2018*	124,251	128,549
B) June 22, 2019*	126,736	131,120
Y) Restructure (within 180 days after signing)	128,637	133,087
C) June 22, 2020	129,602	134,085
D) June 22, 2021	130,574	135,091

*Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix E, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump-sum payments:

a. Year 1: Retroactive lump-sum payment inclusive of an economic increase and wage adjustments for a compounded total of 4.05%. Changes to the pay rates will not appear on employees' pay statements.
b. Year 2: Retroactive lump-sum payment equal to Year 1 increases plus a 2% economic increase for a compounded total of 6.13%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

Pay notes

1. An employee, other than one to whom Note 2 applies, shall, on the relevant effective date of adjustments to rates of pay, be paid in the new scale of rates at the rate shown immediately below the employees former rate, except that where an employee, during the retroactive period, was paid on initial appointment at a rate of pay above the minimum, or was promoted or transferred and paid at a rate of pay above the rates specified by the regulations for promotion or transfer, the employee shall be paid in the new scale of rates at the rate of pay nearest to but not less than the rate of pay at which the employee was appointed and, at the discretion of the deputy head, may be paid at any rate up to and including the rate shown immediately below the rate the employee was receiving.
2. An employee being paid in the CO (Development) scale of rates shall be paid as follows:

    a. Effective June 22, 2018, or date of appointment, whichever is later, paid in the "X" scale of rates which is zero point five per cent (0.5%) higher than his former rate of pay, rounded to the nearest ten dollars ($10).
    b. Effective June 22, 2018, or date of appointment, whichever is later, paid in the "A" scale of rates which is three point five per cent (3.5%) higher than his former rate of pay, rounded to the nearest ten dollars ($10).
    c. Effective June 22, 2019, or date of appointment, whichever is later, paid in the "B" scale of rates which is two per cent (2.0%) higher than his former rate of pay, rounded to the nearest ten dollars ($10).

d. Effective June 22, 2020, in the “C” scale of rates which is zero point sever five per cent (0.75%) higher than his former rate of pay, rounded to the nearest ten dollars ($10).
e. Effective June 22, 2021, in the “D” scale of rates which is zero point seven five per cent (0.75%) higher than his former rate of pay, rounded to the nearest ten dollars ($10).

3. The pay increment period for employees in the CO (Development) scale of rates is six (6) months and the minimum pay increment shall be three hundred dollars ($300) or such higher amount that the Employer may determine or such lesser amount that brings the employee’s rate to the maximum of the pay range. For the purposes of transfer and promotion, the lowest pay increment is three hundred dollars ($300).
4. Each pay increment period for all employees of levels CO-1 to CO-4 inclusive shall be twelve (12) months.

Purchasing and Supply (PG) annual rates of pay (in dollars)

Table legend

$) Effective June 22, 2017
X) *Wage adjustment effective June 22, 2018
A) *Effective June 22, 2018
B) *Effective June 22, 2019
C) Effective June 22, 2020
D) Effective June 22, 2021

PG - 01: annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
$) June 22, 2017	43,908	46,056	48,196	50,336	52,481
X) Wage Adjustment – June 22, 2018*	44,237	46,401	48,557	50,714	52,875
A) June 22, 2018*	45,122	47,329	49,528	51,728	53,933
B) June 22, 2019*	46,024	48,276	50,519	52,763	55,012
C) June 22, 2020	46,714	49,000	51,277	53,554	55,837
D) June 22, 2021	47,415	49,735	52,046	54,357	56,675

PG – 01: annual rates of pay (in dollars) (continued)

Effective Date	Step 6	Step 7
$) June 22, 2017	54,623	57,475
X) Wage Adjustment – June 22, 2018*	55,033	57,906
A) June 22, 2018*	56,134	59,064
B) June 22, 2019*	57,257	60,245
C) June 22, 2020	58,116	61,149
D) June 22, 2021	58,988	62,066

*Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix E, rates for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

a. Year 1: Retroactive lump-sum payment equal to a 2% economic increase and 0.75% wage adjustment for a compounded total of 2.77%. Changes to the pay rates will not appear on employees' pay statements.
b. Year 2: Retroactive lump-sum payment equal to Year 1 increases plus a 2% economic increase for a compounded total of 4.82%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

PG – 02: annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4
$) June 22, 2017	57,317	59,762	62,196	65,440
X) Wage Adjustment – June 22, 2018*	57,747	60,210	62,662	65,931
A) June 22, 2018*	58,902	61,414	63,915	67,250
B) June 22, 2019*	60,080	62,642	65,193	68,595
C) June 22, 2020	60,981	63,582	66,171	69,624
D) June 22, 2021	61,896	64,536	67,164	70,668

*Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix E, rates for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

a. Year 1: Retroactive lump-sum payment equal to a 2% economic increase and 0.75% wage adjustment for a compounded total of 2.77%. Changes to the pay rates will not appear on employees' pay statements.
b. Year 2: Retroactive lump-sum payment equal to Year 1 increases plus a 2% economic increase for a compounded total of 4.82%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

PG – 03: annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4
$) June 22, 2017	63,811	66,534	69,253	72,869
X) Wage Adjustment – June 22, 2018*	64,290	67,033	69,772	73,416
A) June 22, 2018*	65,576	68,374	71,167	74,884
B) June 22, 2019*	66,888	69,741	72,590	76,382
C) June 22, 2020	67,891	70,787	73,679	77,528
D) June 22, 2021	68,909	71,849	74,784	78,691

*Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix E, rates for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

a. Year 1: Retroactive lump-sum payment equal to a 2% economic increase and 0.75% wage adjustment for a compounded total of 2.77%. Changes to the pay rates will not appear on employees' pay statements.
b. Year 2: Retroactive lump-sum payment equal to Year 1 increases plus a 2% economic increase for a compounded total of 4.82%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

PG – 04: annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4
$) June 22, 2017	75,700	78,944	82,189	86,503
X) Wage Adjustment – June 22, 2018*	76,268	79,536	82,805	87,152
A) June 22, 2018*	77,793	81,127	84,461	88,895
B) June 22, 2019*	79,349	82,750	86,150	90,673
C) June 22, 2020	80,539	83,991	87,442	92,033
D) June 22, 2021	81,747	85,251	88,754	93,413

*Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix E, rates for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

a. Year 1: Retroactive lump-sum payment equal to a 2% economic increase and 0.75% wage adjustment for a compounded total of 2.77%. Changes to the pay rates will not appear on employees' pay statements.
b. Year 2: Retroactive lump-sum payment equal to Year 1 increases plus a 2% economic increase for a compounded total of 4.82%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

PG – 05: annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4
$) June 22, 2017	89,107	92,933	96,517	100,095
X) Wage Adjustment – June 22, 2018*	89,775	93,630	97,241	100,846
A) June 22, 2018*	91,571	95,503	99,186	102,863
B) June 22, 2019*	93,402	97,413	101,170	104,920
C) June 22, 2020	94,803	98,874	102,688	106,494
D) June 22, 2021	96,225	100,357	104,228	108,091

*Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix E, rates for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

a. Year 1: Retroactive lump-sum payment equal to a 2% economic increase and 0.75% wage adjustment for a compounded total of 2.77%. Changes to the pay rates will not appear on employees' pay statements.
b. Year 2: Retroactive lump-sum payment equal to Year 1 increases plus a 2% economic increase for a compounded total of 4.82%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

PG – 06: annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4
$) June 22, 2017	98,151	101,783	105,402	109,021
X) Wage Adjustment – June 22, 2018*	98,887	102,546	106,193	109,839
A) June 22, 2018*	100,865	104,597	108,317	112,036
B) June 22, 2019*	102,882	106,689	110,483	114,277
C) June 22, 2020	104,425	108,289	112,140	115,991
D) June 22, 2021	105,991	109,913	113,822	117,731
Performance Pay - to apply to employees subject to the Performance Pay Regulations				

*Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix E, rates for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

a. Year 1: Retroactive lump-sum payment equal to a 2% economic increase and 0.75% wage adjustment for a compounded total of 2.77%. Changes to the pay rates will not appear on employees' pay statements.
b. Year 2: Retroactive lump-sum payment equal to Year 1 increases plus a 2% economic increase for a compounded total of 4.82%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

Pay notes

Pay increment

1. Each pay increment period for all employees of levels PG-1 to PG-6 inclusive shall be twelve (12) months.

**Appendix “B”

Workforce adjustment

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General

Application

This appendix applies to all employees.

Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

Collective agreement

With the exception of those provisions for which the Public Service Commission (PSC) is responsible, this appendix is part of this collective agreement.

Objectives

It is the policy of the Treasury Board to maximize employment opportunities for indeterminate employees affected by workforce adjustment situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment.

To this end, every indeterminate employee whose services will no longer be required because of a workforce adjustment situation and for whom the deputy head knows or can predict employment availability will receive a guarantee of a reasonable job offer within the core public administration. Those employees for whom the deputy head cannot provide the guarantee will have access to transitional employment arrangements (as per Parts VI and VII).

Definitions

accelerated lay-off

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

affected employee

(employé touché): is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of a workforce adjustment situation.

alternation

(échange de postes): occurs when an opting employee (not a surplus employee) who wishes to remain in the core public administration exchanges positions with a non-affected employee (the alternate) willing to leave the core public administration with a Transition Support Measure or with an education allowance.

alternative delivery initiative

(diversification des modes de prestation des services): is the transfer of any work, undertaking or business of the core public administration to any body or corporation that is a separate agency or that is outside the core public administration.

appointing department or organization

(ministère ou organisation d'accueil): is a department or organization or agency which has agreed to appoint or consider for appointment (either immediately or after retraining) a surplus or a laid-off person.

core public administration

(administration publique centrale): means that part in or under any department or organization, or other portion of the federal public administration specified in Schedules I and IV to the *Financial Administration Act* (FAA) for which the PSC has the sole authority to appoint.

deputy head

(administrateur général): has the same meaning as in the definition of "deputy head" set out in section 2 of the *Public Service Employment Act*, and also means his or her official designate.

education allowance

(indemnité d'étude): is one of the options provided to an indeterminate employee affected by normal workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The education allowance is a lump-sum payment, equivalent to the Transitional Support Measure (see Annex "B"), plus a reimbursement of tuition from a recognized learning institution, book and relevant equipment costs, up to a maximum of fifteen thousand dollars ($15,000).

guarantee of a reasonable job offer

(garantie d'une offre d'emploi raisonnable): is a guarantee of an offer of indeterminate employment within the core public administration provided by the deputy head to an indeterminate employee who is affected by workforce adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability in the core public administration. Surplus

employees in receipt of this guarantee will not have access to the options available in Part VI of this appendix.

home department or organization

(ministère ou organisation d'attache): is a department or organization or agency declaring an individual employee surplus.

laid off person

(personne mise en disponibilité): is a person who has been laid off pursuant to subsection 64(1) of the PSEA, who still retains a reappointment priority under subsection 41(4) and section 64 of the PSEA.

lay-off notice

(avis de mise en disponibilité): is a written notice of lay-off to be given to a surplus employee at least one (1) month before the scheduled lay-off date. This period is included in the surplus period.

layoff priority

(priorité de mise en disponibilité): a person who has been laid off is entitled to a priority, in accordance with subsection 41(5) of the PSEA with respect to any position to which the Public Service Commission (PSC) is satisfied that the person meets the essential qualifications; the period of entitlement of this priority is one (1) year as set out in Section 11 of the *Public Service Employment Regulations* (PSER).

opting employee

(employé optant): is an indeterminate employee whose services will no longer be required because of a workforce adjustment situation and who has not received a guarantee of a reasonable job offer from the deputy head and who has one hundred and twenty (120) days to consider the options of Part 6.3 of this appendix.

pay

(rémunération): has the same meaning as rate of pay in the employee's collective agreement.

Priority Information Management System

(système de gestion de l'information sur les priorités): is a system designed by the PSC to facilitate appointments of individuals entitled to statutory and regulatory priorities.

reasonable job offer

(offre d'emploi raisonnable): is an offer of indeterminate employment within the core public administration, normally at an equivalent level but could include lower levels. Surplus employees must be both trainable and mobile. Where possible, the search for a reasonable job offer will be conducted as follows: 1) within the employee's headquarters as defined in the *Travel Directive*; 2) within forty kilometres (40 km) of the employee's place of work or the employee's residence whichever will ensure continued employment: and 3) beyond forty kilometres (40 km). In alternative delivery situations, a reasonable offer is one that meets the criteria set out in Type 1 and 2 of Part VII of this appendix. A reasonable job offer is also an offer from a FAA Schedule V employer, providing that:

a. The appointment is at a rate of pay and an attainable salary maximum not less than the employee's current salary and attainable maximum that would be in effect on the date of offer.
b. It is a seamless transfer of all employee benefits including a recognition of years of service for the definition of continuous employment and accrual of benefits, including the transfer of sick leave credits, severance pay and accumulated vacation leave credits.

reinstatement priority

(priorité de réintégration): is an appointment priority accorded by the PSC, pursuant to the *Public Service Employment Regulations*, to certain individuals salary-protected under this appendix for the purpose of assisting such persons to re-attain an appointment level equivalent to that from which they were declared surplus.

relocation

(réinstallation): is the authorized geographic move of a surplus employee or laid-off person from one place of duty to another place of duty, beyond what, according to local custom, is a normal commuting distance.

relocation of work unit

(réinstallation d'une unité de travail): is the authorized move of a work unit of any size to a place of duty beyond what, according to local custom, is normal commuting distance from the former work location and from the employee's current residence.

retraining

(recyclage): is on-the-job training or other training intended to enable affected employees, surplus employees and laid-off persons to qualify for known or anticipated vacancies within the core public administration.

surplus employee

(employé excédentaire): is an indeterminate employee who has been formally declared surplus, in writing, by his or her deputy head.

surplus priority

(priorité d'employé excédentaire): is an entitlement for a priority in appointment accorded in accordance with section 5 of the PSER and pursuant to section 40 of the PSEA; this entitlement is provided to surplus employees to be appointed in priority to another position in the federal public administration for which they meet the essential requirements.

surplus status

(statut d'employé excédentaire): An indeterminate employee is in surplus status from the date he or she is declared surplus until the date of lay-off, until he or she is indeterminately appointed to another position, until his or her surplus status is rescinded, or until the person resigns.

Transition Support Measure

(mesure de soutien à la transition): is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The Transition Support Measure is a lump-sum payment based on the employee's years of service in the public service, as per Annex "B."

Twelve (12) month surplus priority period in which to secure a reasonable job offer

(Priorité d'employé excédentaire d'une durée de douze (12) mois pour trouver une offre d'emploi raisonnable): is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer.

workforce adjustment

(réaménagement des effectifs): is a situation that occurs when a deputy head decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function, a relocation in which the employee does not wish to relocate or an alternative delivery initiative.

Authorities

The PSC has endorsed those portions of this appendix for which it has responsibility.

Monitoring

Departments or organizations shall retain central information on all cases occurring under this appendix, including the reasons for the action; the number, occupational groups and levels of employees concerned; the dates of notice given; the number of employees placed without retraining; the number of employees retrained (including number of salary months used in such training); the levels of positions to which employees are appointed and the cost of any salary protection; and the number, types, and amounts of lump sums paid to employees.

This information will be used by the Treasury Board Secretariat to carry out its periodic audits.

References

The primary references for the subject of workforce adjustment are as follows:

Financial Administration Act
Pay rate selection (Treasury Board homepage, Organization, Human Resource Management, Compensation and Pay Administration
Values and Ethics Code for the Public Service, Chapter 3: Post-Employment Measures
Employer regulation on promotion
Public Service Employment Act
Public Service Employment Regulations
Federal Public Sector Labour Relations Act
Public Service Superannuation Act
Directive on Terms and Conditions of Employment
NJC Integrated Relocation Directive
Travel Directive

Enquiries

Enquiries about this appendix should be referred to PIPSC, or the responsible officers in departmental or organizational headquarters.

Responsible officers in departmental or organizational headquarters may, in turn, direct questions on the application of this appendix to the Senior Director, Excluded Groups and Administrative Policies, Labour Relations and Compensation Operations, Treasury Board Secretariat.

Enquiries by employees pertaining to entitlements to a priority in appointment or to their status in relation to the priority appointment process should be directed to their departmental or organizational human resource advisors or to the Priority Advisor of the PSC responsible for their case.

Part I: roles and responsibilities

1.1 Departments or organizations

1.1.1 Since indeterminate employees who are affected by workforce adjustment situations are not themselves responsible for such situations, it is the responsibility of departments or organizations to ensure that they are treated equitably and, given every reasonable opportunity to continue their careers as public service employees.

1.1.2 Departments or organizations shall carry out effective human resource planning to minimize the impact of workforce adjustment situations on indeterminate employees, on the department or organization, and on the public service.

1.1.3 Departments and organizations shall:

a. establish joint workforce adjustment committees, where appropriate, to advise and consult on the workforce adjustment situations within the department or organization, and
b. notify PIPSC of the responsible officers who will administer this appendix.

Terms of reference of such committee shall include a process for addressing alternation requests from other departments and/or organizations.

1.1.4 Departments or organizations shall, as the home department or organization, cooperate with the PSC and appointing departments or organizations in joint efforts to redeploy departmental or organizational surplus employees and laid-off persons.

1.1.5 Departments or organizations shall establish systems to facilitate redeployment or retraining of the department's or organization's affected employees, surplus employees, and laid-off persons.

1.1.6 When a deputy head determines that the services of an employee are no longer required beyond a specified date due to lack of work or discontinuance of a function, the deputy head shall advise the employee, in writing, that his or her services will no longer be required. A copy of this letter shall be sent forthwith to the President of PIPSC.

Such a communication shall also indicate if the employee:

a. is being provided a guarantee of a reasonable job offer from the deputy head and that the employee will be in surplus status from that date on,
   or
b. is an opting employee and has access to the options of Section 6.3 of this appendix because the employee is not in receipt of a guarantee of a reasonable job offer from the deputy head.

Where applicable, the communication should also provide the information relative to the employee's possible lay-off date.

1.1.7 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those employees subject to workforce adjustment for whom they know or can predict employment availability in the core public administration.

1.1.8 Where a deputy head cannot provide a guarantee of a reasonable job offer, the deputy head will provide one hundred and twenty (120) days to consider the three (3) options outlined in Part VI of this appendix to all opting employees before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected Option (a), a twelve (12) month surplus priority period in which to secure a reasonable job offer.

1.1.9 The deputy head shall make a determination to either provide a guarantee of a reasonable job offer or access to the options set out in 6.4 of this appendix, upon request of any indeterminate affected employee who can demonstrate that his or her duties have already ceased to exist.

1.1.10 Departments or organizations shall send written notice to the PSC of the employee's surplus status, and shall send to the PSC such details, forms, resumés, and other material as the PSC may from time to time prescribe as necessary for it to discharge its function.

1.1.11 The home department or organization shall provide the PSC with a written statement that it would be prepared to appoint the surplus employee to a suitable position in the department or organization commensurate with his/her qualifications, if such a position were available.

1.1.12 Departments or organizations shall advise the President of PIPSC and consult with PIPSC representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process. When the affected employees are identified, the departments or organizations will forward the name**,** work location**,** phone number, email address and mailing address of affected employees as per the departmental or organizational employee database of those employees to the President of PIPS.

1.1.13 Departments or organizations shall provide that employee with the official notification that he or she has become subject to a workforce adjustment and shall remind the employee that the appendix on workforce adjustment of this collective agreement applies.

1.1.14 Deputy heads shall apply this appendix so as to keep actual involuntary lay-offs to a minimum, and lay-offs shall normally only occur where an individual has refused a reasonable job offer, or is not mobile, or cannot be retrained within two (2) years, or is laid-off at his or her own request.

1.1.15 Departments or organizations are responsible to counsel and advise their affected employees on their opportunities of finding continuing employment in the public service and shall, to the extent possible, help market surplus employees and laid off persons to other departments or organizations unless the individuals have advised the department or organization in writing that they are not available for appointment.

1.1.16 Appointment of surplus employees to alternative positions, whether with or without retraining, shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower level. Departments or organizations shall avoid appointment to a lower level except where all other avenues have been exhausted.

1.1.17 Home departments or organizations shall appoint as many of their own surplus employees or laid-off persons as possible, or identify alternative positions (both actual and anticipated) for which individuals can be retrained.

1.1.18 Home departments or organizations shall relocate surplus employees and laid-off individuals, if necessary.

1.1.19 Relocation of surplus employees or laid-off persons shall be undertaken when the individuals indicate that they are willing to relocate and relocation will enable their redeployment or reappointment, providing that:

a. there are no available priority persons, or priority persons with a higher priority, qualified and interested in the position being filled;
   or
b. no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

1.1.20 The cost of travelling to interviews for possible appointments and of relocation to the new location shall be borne by the employee's home department or organization. Such cost shall be consistent with the *Travel Directive* and *NJC Integrated Relocation Directive*.

1.1.21 For the purposes of the *NJC Integrated Relocation Directive*, surplus employees and laid-off persons who relocate under this appendix shall be deemed to be employees on employer-requested relocations. The general rule on minimum distances for relocation applies.

1.1.22 For the purposes of the *Travel Directive*, laid-off persons travelling to interviews for possible reappointment to the core public administration are deemed to be a "traveller" as defined in the *Travel Directive*.

1.1.23 For the surplus and/or lay-off priority periods, home departments or organizations shall pay the salary, salary protection and/or termination costs as well as other authorized costs such as tuition, travel, relocation, and retraining as provided for in the various collective agreements and directives. The appointing department or organization may agree to absorb all or part of these costs.

1.1.24 Where a surplus employee is appointed by another department or organization to a term position, the home department or organization is responsible for the costs above for one (1) year from the date of such appointment, unless the home and appointing departments or organizations agree to a longer period, after which the appointing department or organization becomes the new home department or organization consistent with PSC authorities.

1.1.25 Departments or organizations shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position under this appendix.

1.1.26 Departments or organizations shall inform the PSC in a timely fashion, and in method directed by PSC, of the results of all referrals made to them under this appendix.

1.1.27 Departments or organizations shall review the use of private temporary agency personnel, contractors, consultants, and their use of contracted out services, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, departments or organizations shall not engage or re-engage such temporary agency personnel, contractors, consultants, contracted out services, nor renew the employment of such employees referred to above where such action would facilitate the appointment of surplus employees or laid-off persons.

1.1.28 Nothing in the foregoing shall restrict the employer's right to engage or appoint persons to meet short-term, non-recurring requirements. Surplus and laid-off persons shall be given priority even for these short-term work opportunities.

1.1.29 Departments or organizations may lay off an employee at a date earlier than originally scheduled when the surplus employee requests them to do so in writing.

1.1.30 Departments or organizations, acting as appointing departments or organizations, shall cooperate with the PSC and other departments or organizations in accepting, to the extent possible, affected, surplus and laid-off persons, from other departments or organizations for appointment or retraining.

1.1.31 Departments or organizations shall provide surplus employees with a lay-off notice at least one (1) month before the proposed lay-off date, if appointment efforts have been unsuccessful. Such notice shall be sent to the President of PIPSC.

1.1.32 When a surplus employee refuses a reasonable job offer, he or she shall be subject to lay-off one (1) month after the refusal, however, not before six (6) months after the surplus declaration date. The provisions of 1.3.3 shall continue to apply.

1.1.33 Departments or organizations are to presume that each employee wishes to be redeployed unless the employee indicates the contrary in writing.

1.1.34 Departments or organizations shall inform and counsel affected and surplus employees as early and as completely as possible and shall, in addition, assign a counsellor to each opting and surplus employee and laid-off person to work with them throughout the process. Such counselling is to include explanations and assistance concerning:

a. the workforce adjustment situation and its effect on that individual;
b. the workforce adjustment appendix;
c. the PSC's Priority Information Management System and how it works from the employee's perspective;

d. preparation of a curriculum vitae or resumé;
e. the employee's rights and obligations;
f. the employee's current situation (for example, pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
g. alternatives that might be available to the employee (the alternation process, appointment, relocation, retraining, lower-level employment, term employment, retirement including possibility of waiver of penalty if entitled to an annual allowance, Transition Support Measure, education allowance, payment in lieu of unfulfilled surplus period, resignation, accelerated lay-off);
h. the likelihood that the employee will be successfully appointed;
i. the meaning of a guarantee of reasonable job offer, a twelve (12) month surplus priority period in which to secure a reasonable job offer, a Transition Support Measure, an education allowance;
j. the options for employees not in receipt of a guarantee of a reasonable job offer, the one hundred and twenty (120) day consideration period that includes access to the alternation process;
k. advise employees to seek out proposed alternations and submit requests for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer;
l. the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
m. preparation for interviews with prospective employers;
n. repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
o. advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity;
and
p. advising employees of the right to be represented by the Institute in the application of this appendix.

1.1.35 Home departments or organizations shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by themselves, the employee and the appointing department or organization.

1.1.36 Severance pay and other benefits flowing from other clauses in this collective agreement are separate from, and in addition to, those in this appendix.

1.1.37 Any surplus employee who resigns under this appendix shall be deemed, for the purposes of severance pay and retroactive remuneration, to be involuntarily laid off on the day as of which the deputy head accepts in writing the employee's resignation.

1.1.38 The department or organization will review the status of each affected employee annually, or earlier, from the date of initial notification of affected status and determine whether the employee will remain on affected status or not.

1.1.39 The department or organization will notify the affected employee, in writing, within five (5) working days of the decision pursuant to subsection 1.1.38.

1.2 The Treasury Board Secretariat

1.2.1 It is the responsibility of the Treasury Board Secretariat to:

a. investigate and seek to resolve situations referred by the PSC or other parties, and
b. consider departmental or organizational requests for retraining resources, and
c. ensure that departments or organizations are provided to the extent possible with information on occupations for which there are skill shortages.

1.3 The Public Service Commission

1.3.1 Within the context of workforce adjustment, and the Public Service Commission's (PSC) governing legislation, it is the responsibility of the PSC to:

a. ensure that priority entitlements are respected;
b. ensure that a means exists for priority persons to be assessed against vacant positions and appointed if found qualified against the essential qualifications of the position; and
c. ensure that priority persons are provided with information on their priority entitlements.

1.3.2 The PSC is further willing, in accordance with the *Privacy Act*, to:

a. provide the Treasury Board Secretariat with information related to the administration of priority entitlements which may reflect on departments' or organizations' level of compliance with this directive, and
b. provide information to the bargaining agents on the numbers and status of their members in the Priority Information Management System, as well as information on the overall system.

1.3.3 The PSC's roles and responsibilities flow from its governing legislation, not the collective agreement. As such, any changes made to these roles/responsibilities must be agreed upon by the Commission. For greater detail on the PSC's role in administering surplus and lay-off priority entitlements, refer to Annex C of this document.

1.4 Employees

1.4.1 Employees have the right to be represented by PIPS in the application of this appendix.

1.4.2 Employees who are directly affected by workforce adjustment situations and who receive a guarantee of a reasonable job offer, or who opt, or are deemed to have opted, for Option (a) of Part VI of this appendix are responsible for:

a. actively seeking alternative employment in cooperation with their departments or organizations and the PSC, unless they have advised the department or organization and the PSC, in writing, that they are not available for appointment;
b. seeking information about their entitlements and obligations;
c. providing timely information to the home department or organization and to the PSC to assist them in their appointment activities (including curriculum vitae or resumés);
d. ensuring that they can be easily contacted by the PSC and appointing departments or organizations, and attending appointments related to referrals;
e. seriously considering job opportunities presented to them (referrals within the home department or organization, referrals from the PSC, and job offers made by departments or organizations), including retraining and relocation possibilities, specified period appointments and lower-level appointments.

1.4.3 Opting employees are responsible for:

a. considering the options of Part VI of this appendix;
b. communicating their choice of options, in writing, to their manager no later than one hundred and twenty (120) days after being declared opting;
and
c. submitting the alternation request to management before the close of the one hundred and twenty (120) day period, if arranging an alternation with an unaffected employee.

Part II: official notification

2.1 Department or organization

2.1.1 As already mentioned in section 1.1.12, departments or organizations shall advise and consult with the bargaining agent representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the bargaining agent and to the President of PIPSC the name, and work location, phone number, email address and mailing address of affected employees as per the departmental or organizational employee database of those employees.

2.1.2 In any workforce adjustment situation which is likely to involve six (6) or more indeterminate employees covered by this appendix, the department or organization concerned shall notify the Assistant Secretary (or delegate), Labour Relations and Compensation Operations, Treasury Board Secretariat, in confidence, at the earliest possible date and under no circumstances less than four (4) working days before the situation is announced.

2.1.3 Prior to notifying any potentially affected employee, departments or organizations shall also notify the Chief Executive Officer of each bargaining agent that has members involved.

Such notification is to be in writing, in confidence and at the earliest possible date and under no circumstances less than two (2) working days before any employee is notified of the workforce adjustment situation. This information is to include the identity and location of the work unit(s) involved; the expected date of the announcement; the anticipated timing of the situation; and the numbers of employees, by group and level, who will be affected.

Part III: relocation of a work unit

3.1 General

3.1.1 In cases where a work unit is to be relocated, department(s) or organization(s) shall provide all employees whose positions are to be relocated with written notice of the opportunity to choose whether they wish to move with the position or be treated as if they were subject to a workforce adjustment situation.

3.1.2 Following written notification, employees must indicate, within a period of six (6) months, their intention to move. If the employee's intention is not to move with the relocated position, the Deputy head, after having considered relevant factors, can either provide the employee with a guarantee of a reasonable job offer or access to the options set out in section 6.4 of this appendix.

3.1.3 Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.18 to 1.1.22.

3.1.4 Although departments or organizations will endeavour to respect employee location preferences, nothing precludes the department or organization from offering the relocated position to employees in receipt of a guarantee of a reasonable job offer from their deputy heads, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

3.1.5 Employees who are not in receipt of a guarantee of a reasonable job offer shall become opting employees and have access to the options set out in Part VI of this appendix.

Part IV: retraining

4.1 General

4.1.1 To facilitate the redeployment of affected employees, surplus employees, and laid-off persons, departments or organizations shall make every reasonable effort to retrain such persons for:

a. existing vacancies,
   or
b. anticipated vacancies identified by management.

4.1.2 It is the responsibility of the employee, the home department or organization and the appointing department or organization to identify retraining opportunities pursuant to subsection 4.1.1.

4.1.3 Subject to the provisions of 4.1.2, the deputy head of the home department or organization shall approve up to two (2) years of retraining.

4.2 Surplus employees

4.2.1 A surplus employee is eligible for retraining providing:

a. retraining is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates; and
b. there are no other available priority persons who qualify for a specific vacant position as referenced in (a) above.

4.2.2 The home department or organization is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the delegated officers of the home and appointing departments or organizations.

4.2.3 Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee.

4.2.4 While on retraining, a surplus employee continues to be employed by the home department or organization and is entitled to be paid in accordance with his or her current appointment, unless the appointing department or organization is willing to appoint the employee indeterminately, conditional on successful completion of retraining, in which case the retraining plan shall be included in the letter of offer.

4.2.5 When a retraining plan has been approved and the surplus employee continues to be employed by the home department or organization, the proposed lay-off date shall be extended to the end of the retraining period, subject to 4.2.3.

4.2.6 An employee unsuccessful in retraining may be laid off at the end of the surplus period, provided that the employer has been unsuccessful in making the employee a reasonable job offer.

4.2.7 In addition to all other rights and benefits granted pursuant to this section, an employee who is guaranteed a reasonable job offer, is also guaranteed, subject to the employee's willingness to relocate, training to prepare the surplus employee for appointment to a position pursuant to section 4.1.1, such training to continue for one (1) year or until the date of appointment to another position, whichever comes first. Appointment to this position is subject to successful completion of the training.

4.3 Laid-off persons

4.3.1 A laid-off person shall be eligible for retraining providing:

a. retraining is needed to facilitate the appointment of the individual to a specific vacant position;

b. the individual meets the minimum requirements set out in the relevant Selection Standard for appointment to the group concerned; and
c. there are no other available persons with a priority who qualify for the position.

4.3.2 When an individual is offered an appointment conditional on successful completion of retraining, a retraining plan shall be included in the letter of offer. If the individual accepts the conditional offer, he or she will be appointed on an indeterminate basis to the full level of the position after having successfully completed training and being assessed as qualified for the position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which he or she was laid-off, the employee will be salary-protected in accordance with Part V.

Part V: salary protection

5.1 Lower-level position

5.1.1 Surplus employees and laid-off persons appointed to a lower-level position under this appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of this collective agreement, or, in the absence of such provisions, the appropriate provisions of the *Regulations Respecting Pay on Reclassification or Conversion*.

5.1.2 Employees whose salary is protected pursuant to section 5.1.1 will continue to benefit from salary protection until such time as they are appointed or deployed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid off.

**Part VI: options for employees

6.1 General

6.1.1 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict employment availability. A deputy head who cannot provide such a guarantee shall provide his or her reasons in writing, if requested by the employee. Affected employees in receipt of this guarantee would not have access to the choice of options below.

6.1.2 Employees who are not in receipt of a guarantee of a reasonable job offer from their deputy head have one hundred and twenty (120) days to consider the three (3) options below before a decision is required of them, and

The employee may also participate in the alternation process in accordance with section 6.3 of this appendix within the one hundred and twenty (120) day window before a decision is required of them in 6.1.3.

6.1.3 The opting employee must choose, in writing, one of the three (3) options of section 6.4 of this appendix within the one hundred and twenty (120) day window. The employee cannot

change options once having made a written choice. The department shall send a copy of the employee's choice to the President of PIPSC.

6.1.4 If the employee fails to select an option, the employee will be deemed to have selected Option (a), a twelve (12) month surplus priority period in which to secure a reasonable job offer at the end of the one hundred and twenty (120) day window.

6.1.5 If a reasonable job offer which does not require a relocation is made at any time during the one hundred and twenty (120) day opting period and prior to the written acceptance of the Transition Support Measure or the education allowance option, the employee is ineligible for the TSM or the education allowance.

6.1.6 A copy of any letter issued by the Employer under this part or notice of lay-off pursuant to the *Public Service Employment Act* shall be sent forthwith to the President of PIPSC.

6.2 Voluntary programs

The Voluntary Departure Program supports employees in leaving the public service when placed in affected status prior to entering a selection of employees for retention or Layoff (SERLO) process, and does not apply if the deputy head can provide a guarantee of a reasonable job offer (GRJO) to affected employees in the work unit.

6.2.1 Departments and organizations shall establish internal voluntary departure programs for all workforce adjustment situations in which the workforce will be reduced and that involves five (5) or more affected employees working at the same group and level within the same work unit and where the deputy head cannot provide a guarantee of a reasonable job offer.

6.2.2 When such voluntary programs are established, employees who volunteer and who are selected for workforce adjustment will be made opting employees.

6.2.3 When the number of volunteers is larger than the required number of positions to be eliminated, volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).

6.3 Alternation

6.3.1 All departments or organizations must participate in the alternation process.

6.3.2 An alternation occurs when an opting employee who wishes to remain in the core public administration exchanges positions with a non-affected employee (the alternate) willing to leave the core public administration under the terms of Part VI of this appendix.

6.3.3

a. Only opting and surplus employees who are surplus as a result of having chosen Option A may alternate into an indeterminate position that remains in the core public administration.

b. If an alternation is proposed for a surplus employee, as opposed to an opting employee, the Transition Support Measure that is available to the alternate under 6.4.1(b) or 6.4.1 (c) (i) shall be reduced by one (1) week for each completed week between the beginning of the employee's surplus priority period and the date the alternation is proposed.

6.3.4 An indeterminate employee wishing to leave the core public administration may express an interest in alternating with an opting employee. Management will decide, however, whether a proposed alternation will result in retaining the skills required to meet the ongoing needs of the position and the core public administration.

6.3.5 An alternation must permanently eliminate a function or a position.

6.3.6 The opting employee moving into the unaffected position must be, to the degree determined by the Employer, able to meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position, except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five (5) days of the alternation.

6.3.7 An alternation should normally occur between employees at the same group and level. When the two (2) positions are not the same group and level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher paid position is no more than six per cent (6%) higher than the maximum rate of pay for the lower paid position.

6.3.8 An alternation must occur on a given date, that is, two (2) employees directly exchange positions on the same day. There is no provision in alternation for a "domino" effect or for "future considerations."

For clarity, the alternation of positions shall take place on a given date after approval but may take place after the opting one hundred and twenty (120) day period, such as when the processing of the approved alternation is delayed due to the administrative requirements.

6.4 Options

6.4.1 Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the deputy head will have access to the choice of options below:

a.

i. Twelve (12) month surplus priority period in which to secure a reasonable job offer: should a reasonable job offer not be made within a period of twelve (12) months, the employee will be laid off in accordance with the *Public Service Employment Act*. Employees who choose or are deemed to have chosen this option are surplus employees.

ii. At the request of the employee, this twelve (12) month surplus priority period shall be extended by the unused portion of the one hundred and twenty (120) day

opting period referred to in 6.1.2 which remains once the employee has selected in writing Option (a).

iii. When a surplus employee who has chosen, or who is deemed to have chosen, Option (a) offers to resign before the end of the twelve (12) month surplus priority period, the deputy head may authorize a lump-sum payment equal to the surplus employee's pay for the substantive position for the balance of the surplus period, up to a maximum of six (6) months. The amount of the lump-sum payment for the pay in lieu cannot exceed the maximum of that which he or she would have received had they chosen Option (b), the Transition Support Measure.

iv. Departments or organizations will make every reasonable effort to market a surplus employee during the employee's surplus period within his or her preferred area of mobility.

or

b. Transition Support Measure (TSM) is a lump-sum payment, based on the employee's years of service in the public service (see Annex "B") made to an opting employee. The TSM shall be paid in one (1) or two (2) lump-sum amounts, at the employee's request over a maximum two (2) year period. Employees choosing this option must resign but will be considered to be laid-off for purposes of severance pay.
or

c. Education allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than fifteen thousand dollars ($15,000) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant equipment.
Employees choosing Option (c) could either:

i. resign from the core public administration but be considered to be laid-off for severance pay purposes on the date of their departure. The TSM shall be paid in one (1) or two (2) lump-sum amounts, at the employee's request over a maximum two (2) year period;
or

ii. delay their departure date and go on leave without pay for a maximum period of two (2) years, while attending the learning institution. The TSM shall be paid in one or two lump-sum amounts, at the employee's request over a maximum two (2) year period. During this period, employees could continue to be public service benefit plan members and contribute both employer and employee share to the benefits plans and the Public Service Superannuation Plan. At the end of the two (2) year leave without pay period, unless the employee has found alternate employment in the core public administration, the employee will be laid off in accordance with the *Public Service Employment Act*.

6.4.2 Management will establish the departure date of opting employees who choose Option (b) or Option (c) above.

6.4.3 The TSM, pay in lieu of unfulfilled surplus period and the education allowance cannot be combined with any other payment under the workforce adjustment appendix.

6.4.4 In the cases of: pay in lieu of unfulfilled surplus period, Options (b) and (c)(i), the employee relinquishes any priority rights for reappointment upon acceptance of his or her resignation.

6.4.5 Employees choosing Option (c)(ii) who have not provided their department or organization with a proof of registration from a learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from the core public administration, and be considered to be laid-off for purposes of severance pay.

6.4.6 All opting employees will be entitled to up to one thousand dollars ($1,000) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial, and job placement counselling services.

6.4.7 An opting employee who has received pay in lieu of unfulfilled surplus period, a TSM or an education allowance and is reappointed to the public service shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such reappointment or hiring, to the end of the original period for which the TSM or education allowance was paid.

6.4.8 Notwithstanding section 6.4.7, an opting employee who has received an education allowance will not be required to reimburse tuition expenses, costs of books and mandatory equipment, for which he or she cannot get a refund.

6.4.9 The deputy head shall ensure that pay in lieu of unfulfilled surplus period is only authorized where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during that period.

6.4.10 If a surplus employee who has chosen, or is deemed to have chosen, Option (a) refuses a reasonable job offer at any time during the twelve (12) month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.

6.4.11 Approval of pay in lieu of unfulfilled surplus period is at the discretion of management, but shall not be unreasonably denied.

6.5 Retention payment

6.5.1 There are three (3) situations in which an employee may be eligible to receive a retention payment. These are total facility closures, relocation of work units and alternative delivery initiatives.

6.5.2 All employees accepting retention payments must agree to leave the core public administration without priority rights.

6.5.3 An individual who has received a retention payment and, as applicable, is either reappointed to that portion of the core public administration specified from time to time in Schedule I and IV of the *Financial Administration Act*, or is hired by the new employer within the six (6) months immediately following his or her resignation, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such reappointment or hiring, to the end of the original period for which the lump sum was paid.

6.5.4 The provisions of 6.5.5 shall apply in total facility closures where public service jobs are to cease, and:

a. such jobs are in remote areas of the country,
   or
b. retraining and relocation costs are prohibitive,
   or
c. prospects of reasonable alternative local employment whether within or outside the core public administration) are poor.

6.5.5 Subject to 6.5.4, the deputy head shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the core public administration to take effect on that closure date, a sum equivalent to six (6) months' pay payable upon the day on which the departmental or organizational operation ceases, provided the employee has not separated prematurely.

6.5.6 The provisions of 6.5.7 shall apply in relocation of work units where core public administration work units:

a. are being relocated,
   and
b. when the deputy head of the home department or organization decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation,
   and
c. where the employee has opted not to relocate with the function.

6.5.7 Subject to 6.5.6, the deputy head shall pay to each employee who is asked to remain until the relocation of the work unit and offers a resignation from the core public administration to take effect on the relocation date, a sum equal to six (6) months' pay payable upon the day on which the departmental or organizational operation relocates, provided the employee has not separated prematurely.

6.5.8 The provisions of 6.5.9 shall apply in alternative delivery initiatives:

a. where the core public administration work units are affected by alternative delivery initiatives;

b. when the deputy head of the home department or organization decides that, compared to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of the transfer to the new employer;
and
c. where the employee has not received a job offer from the new employer or has received an offer and did not accept it.

6.5.9 Subject to 6.5.8, the deputy head shall pay to each employee who is asked to remain until the transfer date and who offers a resignation from the core public administration to take effect on the transfer date, a sum equivalent to six (6) months' pay payable upon the transfer date, provided the employee has not separated prematurely.

Part VII: special provisions regarding alternative delivery initiatives

Preamble

The administration of the provisions of this part will be guided by the following principles:

a. fair and reasonable treatment of employees;
b. value for money and affordability;
and
c. maximization of employment opportunities for employees.

The parties recognize:

- the Union's need to represent employees during the transition process;
- the Employer's need for greater flexibility in organizing the core public administration.

7.1 Definitions

alternative delivery initiative

(diversification des modes d'exécution) is the transfer of any work, undertaking or business of the core public administration to any body or corporation that is a separate agency or that is outside the core public administration;

reasonable job offer

(offre d'emploi raisonnable) is an offer of employment received from a new employer in the case of a Type 1 or 2 transitional employment arrangement, as determined in accordance with section 7.2.2;

termination of employment

(licenciement de l'employé) is the termination of employment referred to in paragraph 12(1)(f) of the *Financial Administration Act* (FAA);

7.2 General

Departments or organizations will, as soon as possible after the decision is made to proceed with an alternative delivery initiative (ADI), and if possible, not less than one hundred and eighty (180) days prior to the date of transfer, provide notice to the President of PIPSC.

The notice to PIPSC will include: 1) the program being considered for ADI, 2) the reason for the ADI, and 3) the type of approach anticipated for the initiative.

In cases of ADI, the parties will conduct meaningful consultation on human resources issues related to the ADI in order to provide information to the employee which will assist him/her in deciding on whether or not to accept the job offer.

1. **Commercialization**
   In cases of commercialization where tendering will be part of the process, the parties shall make every reasonable effort to come to an agreement on the criteria related to human resources issues (for example, terms and conditions of employment, pension and health care benefits, the take-up number of employees) to be used in the request for proposal (RFP) process. The parties will respect the contracting rules of the federal government.

2. **Creation of a new agency**
   In cases of the creation of new agencies, the parties shall make every reasonable effort to agree on common recommendations related to human resources issues (for example, terms and conditions of employment, pension, and health care benefits) that should be available at the date of transfer.

3. **Transfer to existing employers**
   In all other ADI initiatives where an employer-employee relationship already exists the parties will hold meaningful consultations to clarify the terms and conditions that will apply upon transfer.
   In the cases of commercialization and creation of new agencies, consultation opportunities will be given to PIPSC; however, if after meaningful consultation agreements are not possible, the department may still proceed with the transfer.

7.2.1 The provisions of this part apply only in the case of alternative delivery initiatives and are in exception to other provisions of this appendix. Employees who are affected by alternative delivery initiatives and who receive job offers from the new employer shall be treated in accordance with the provisions of this part and, only where specifically indicated will other provisions of this appendix apply to them.

7.2.2 There are three (3) types of transitional employment arrangements resulting from alternative delivery initiatives:

a. Type 1 (full continuity)
Type 1 arrangements meet all of the following criteria:

i. legislated successor rights apply. Specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;
ii. the *Directive on Terms and Conditions of Employment*, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer or by the FPSLREB pursuant to a successor rights application;
iii. recognition of continuous employment in the core public administration, as defined in the Directive on Terms and Conditions of Employment, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;
iv. pension arrangements according to the statement of pension principles set out in Annex "A," or, in cases where the test of reasonableness set out in that statement is not met, payment of a lump sum to employees pursuant to section 7.7.3;
v. transitional employment guarantee: a two (2) year minimum employment guarantee with the new employer;
vi. coverage in each of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
vii. short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to maximum of the new employer's LTDI waiting period.

b. Type 2 (substantial continuity)
Type 2 arrangements meet all of the following criteria:

i. the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of the group's current federal hourly remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are the same;
ii. the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of federal annual remuneration (= per cent or greater of federal annual remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are different;
iii. pension arrangements according to the statement of pension principles as set out in Annex "A," or in cases where the test of reasonableness set out in that Statement is not met, payment of a lump sum to employees pursuant to section 7.7.3;

iv. transitional employment guarantee: employment tenure equivalent to that of the permanent workforce in receiving organizations or a two (2) year minimum employment guarantee;
v. coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
vi. short-term disability arrangement.

c. Type 3 (lesser continuity)
A Type 3 arrangement is any alternative delivery initiative that does not meet the criteria applying in Type 1 and 2 transitional employment arrangements.

7.2.3 For Type 1 and 2 transitional employment arrangements, the offer of employment from the new employer will be deemed to constitute a reasonable job offer for purposes of this part.

7.2.4 For Type 3 transitional employment arrangements, an offer of employment from the new employer will not be deemed to constitute a reasonable job offer for purposes of this part.

7.3 Responsibilities

7.3.1 Deputy heads will be responsible for deciding, after considering the criteria set out above, which of the types applies in the case of particular alternative delivery initiatives.

7.3.2 Employees directly affected by alternative delivery initiatives are responsible for seriously considering job offers made by new employers and advising the home department or organization of their decision within the allowed period.

7.4 Notice of alternative delivery initiatives

7.4.1 Where alternative delivery initiatives are being undertaken, departments or organizations shall provide written notice to all employees offered employment by the new employer, giving them the opportunity to choose whether they wish to accept the offer.

7.4.2 Following written notification, employees must indicate within a period of sixty (60) days their intention to accept the employment offer.

7.5 Job offers from new employers

7.5.1 Employees subject to this appendix (see "Application") and who do not accept the reasonable job offer from the new employer in the case of Type 1 or 2 transitional employment arrangements will be given four (4) months' notice of termination of employment and their employment will be terminated at the end of that period or on a mutually agreed upon date before the end of the four (4) month notice period except where the employee was unaware of the offer or incapable of indicating an acceptance of the offer.

7.5.2 The deputy head may extend the notice of termination period for operational reasons, but no such extended period may end later than the date of the transfer to the new employer.

7.5.3 Employees who do not accept a job offer from the new employer in the case of Type 3 transitional employment arrangements may be declared opting or surplus by the deputy head in accordance with the provisions of the other parts of this appendix.

7.5.4 Employees who accept a job offer from the new employer in the case of any alternative delivery initiative will have their employment terminated on the date on which the transfer becomes effective, or on another date that may be designated by the home department or organization for operational reasons provided that this does not create a break in continuous service between the core public administration and the new employer.

7.6 Application of other provisions of the appendix

7.6.1 For greater certainty, the provisions of Part II, Official Notification, and section 6.4, Retention Payment, will apply in the case of an employee who refuses an offer of employment in the case of a Type 1 or 2 transitional employment arrangement. A payment under section 6.4 may not be combined with a payment under the other section.

7.7 Lump-sum payments and salary top-up allowances

7.7.1 Employees who are subject to this appendix (see "Application") and who accept the offer of employment from the new employer in the case of Type 2 transitional employment arrangements will receive a sum equal to three (3) months pay, payable upon the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees an eighteen (18) month salary top-up allowance equal to the difference between the remuneration applicable to their core public administration position and the salary applicable to their position with the new employer. This allowance will be paid as a lump sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

7.7.2 In the case of individuals who accept an offer of employment from the new employer in the case of a Type 2 arrangement whose new hourly or annual salary falls below eighty per cent (80%) of their former federal hourly or annual remuneration, departments or organizations will pay an additional six (6) months of salary top-up allowance for a total of twenty-four (24) months under this section and section 7.7.1. The salary top-up allowance equal to the difference between the remuneration applicable to their core public administration position and the salary applicable to their position with the new employer will be paid as a lump sum payable on the day on which the departmental or organizational work or function is transferred to the new employer.

7.7.3 Employees who accept the reasonable job offer from the successor employer in the case of a Type 1 or 2 transitional employment arrangement where the test of reasonableness referred to in the statement of pension principles set out in Annex "A" is not met, that is, where the actuarial value (cost) of the new employer's pension arrangements are less than six decimal five per cent (6.5%) of pensionable payroll (excluding the employer's costs related to the administration of the plan) will receive a sum equal to three (3) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

7.7.4 Employees who accept an offer of employment from the new employer in the case of Type 3 transitional employment arrangements will receive a sum equal to six (6) months' pay payable on the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees a twelve (12) month salary top-up allowance equal to the difference between the remuneration applicable to their core public administration position and the salary applicable to their position with the new employer. The allowance will be paid as a lump sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The total of the lump-sum payment and the salary top-up allowance provided under this section will not exceed an amount equal to one (1) year's pay.

7.7.5 For the purposes of 7.7.1, 7.7.2 and 7.7.4, the term remuneration includes and is limited to salary plus equal pay adjustments, if any, and supervisory differential, if any.

7.8 Reimbursement

7.8.1 An individual who receives a lump-sum payment and salary top-up allowance pursuant to subsection 7.7.1, 7.7.2, 7.7.3 or 7.7.4 and who is reappointed to that portion of the core public administration specified from time to time in Schedule I and IV of the *Financial Administration Act* at any point during the period covered by the total of the lump-sum payment and salary top-up allowance, if any, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of reappointment to the end of the original period covered by the total of the lump-sum payment and salary top-up allowance, if any.

7.8.2 An individual who receives a lump-sum payment pursuant to subsection 7.6.1 and, as applicable, is either reappointed to that portion of the core public administration specified from time to time in Schedule I and IV of the *Financial Administration Act* or hired by the new employer, to which the employee's work was transferred, at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of the reappointment or hiring to the end of the original period covered by the lump-sum payment.

7.9 Vacation leave credits and severance pay

7.9.1 Notwithstanding the provisions of this collective agreement concerning vacation leave, an employee who accepts a job offer pursuant to this part may choose not to be paid for earned but unused vacation leave credits, provided that the new employer will accept these credits.

7.9.2 Notwithstanding the provisions of this collective agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this part will not be paid severance pay where successor rights apply and/or, in the case of a Type 2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the core public administration for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer.

However, an employee who has a severance termination benefit entitlement under the terms of paragraph 19.06(b) or (c) of Appendix "C" shall be paid this entitlement at the time of transfer.

7.9.3 Where:

a. the conditions set out in 7.9.2 are not met,
b. the severance provisions of this collective agreement are extracted from this collective agreement prior to the date of transfer to another non-federal public sector employer
c. the employment of an employee is terminated pursuant to the terms of section 7.5.1, or
d. the employment of an employee who accepts a job offer from the new employer in a Type 3 transitional employment arrangement is terminated on the transfer of the function to the new employer,

the employee shall be deemed, for purposes of severance pay, to be involuntarily laid off on the day on which employment in the core public administration terminates.

Annex “A”: statement of pension principles

1. The new employer will have in place, or Her Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for transferring employees. The test of “reasonableness” will be that the actuarial value (cost) of the new employer pension arrangements will be at least six decimal five per cent (6.5%) of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the Assessment Methodology developed by Towers Perrin for the Treasury Board, dated October 7, 1997. This Assessment Methodology will apply for the duration of this collective agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new employer to pay the employer costs, *Public Service Superannuation Act* (PSSA) coverage could be provided during a transitional period of up to a year.
2. Benefits in respect of service accrued to the point of transfer are to be fully protected.
3. Her Majesty in right of Canada will seek portability arrangements between the Public Service Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, Her Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new employer for vesting and benefit thresholds under the PSSA.

Annex "B"

Years of service in the public service	Transition Support Measure (TSM) (payment in weeks' pay)
0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52
19	52
20	52
21	52
22	52
23	52
24	52
25	52
26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37
35	34
36	31
37	28

Years of service in the public service	Transition Support Measure (TSM) (payment in weeks' pay)
38	25
39	22
40	19
41	16
42	13
43	10
44	07
45	04

For indeterminate seasonal and part-time employees, the TSM will be pro-rated in the same manner as severance pay under the terms of this collective agreement.

Severance pay provisions of this collective agreement are in addition to the TSM.

Annex "C": Role of PSC in Administering Surplus and Lay-off Priority Entitlements

1. The PSC will refer surplus employees and laid-off persons to positions, in all departments, organizations and agencies governed by the PSEA, for which they are potentially qualified for the essential qualifications, unless the individuals have advised the PSC and their home departments or organizations in writing that they are not available for appointment. The PSC will further ensure that entitlements are respected and that priority persons are fairly and properly assessed.
2. The PSC, acting in accordance with the *Privacy Act*, will provide the Treasury Board Secretariat with information related to the administration of priority entitlements which may reflect on departments' or organizations' and agencies' level of compliance with this directive.
3. The PSC will provide surplus and laid-off individuals with information on their priority entitlements.
4. The PSC will, in accordance with the *Privacy Act*, provide information to bargaining agents on the numbers and status of their members who are in the Priority Administration System and, on a service-wide basis, through reports to the National Joint Council's Workforce Adjustment Committee.
5. The PSC will ensure that a reinstatement priority is given to all employees who are appointed to a position at a lower level.
6. The PSC will, in accordance with the *Privacy Act*, provide information to the Employer, departments or organizations and/or bargaining agents on referrals of surplus employees and laid-off persons in order to ensure that the priority entitlements are respected.

Public Service Commission "Guide to the Priority Information Management System"

Memorandum of Agreement with respect to a Joint Working Group to Study Departments' Voluntary Departure Guidelines and Procedures for Workforce Adjustment Situations

This memorandum is to give effect to the agreement reached between the Employer and the Professional Institute of the Public Service of Canada in respect of employees in the Applied Science and Patent Examination, Architecture, Engineering and Land Survey, Audit, Commerce and Purchasing, Computer Systems, Health Services and Research bargaining units.

To address the issues raised at the common workforce adjustment table concerning the establishment of voluntary departure programs in departments prior to workforce adjustment situations involving five (5) or more employees working at the same group and level, the Employer and the Professional Institute of the Public Service of Canada agree to establish a joint working group to meet within ninety (90) days of the signing of the agreement(s), to assemble and evaluate existing departmental voluntary departure guidelines and procedures.

In consultation, the working group will report to the parties within twelve (12) months of the signing of the agreement regarding best practices for addressing voluntary departures prior to workforce adjustment situations.

Within sixty (60) days of the working group's report, The Employer shall issue a communiqué to the head of human resources of each department or organization containing the best practices identified by the working group. A copy will be sent to the President of PIPSC.

All costs associated with the working group will be the responsibility of each party.

Appendix "C"

Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement)

This appendix is to reflect the language agreed to by the Employer and the Professional Institute of the Public Service of Canada for the elimination of severance pay for voluntary separations (resignation and retirement) on December 14, 2012. These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

Article 19: severance pay

Effective on December 14, 2012, paragraphs 19.01(b) and (c) are deleted from the collective agreement.

19.01 Under the following circumstances and subject to clause 19.02, an employee shall receive severance benefits calculated on the basis of his weekly rate of pay:

a. Lay-off

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

ii. On the second (2nd) 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 he was granted severance pay under subparagraph 19.01(a)(i).

b. Resignation

On resignation, subject to paragraph 19.01(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 and, in the case of a partial year of continuous employment, one half (1/2) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

c. Retirement

On retirement, when an employee is entitled to an immediate annuity or to an immediate annual allowance 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.

d. 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.

e. Termination for cause for reasons of incapacity or incompetence

i. When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity, pursuant to paragraph 12(1)(e) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment 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 twenty-eight (28) weeks.

ii. When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of unsatisfactory performance, pursuant to the provisions of paragraph 12(1)(d) of the *Financial Administration Act*, 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), with a maximum benefit of twenty-eight (28) weeks.

19.02 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 19.05 to 19.08 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of 19.02.

19.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in his certificate of appointment, immediately prior to the termination of his employment.

19.04 Appointment to a separate agency

An employee who resigns to accept an appointment with an organization listed in the FAA Schedule V shall be paid all severance payments resulting from the application of 19.01(b) (prior to the date of signing) or 19.05 to 19.08 (commencing on date of signing).

19.05 Severance termination

a. Subject to 19.02 above, indeterminate employees on the date of signing shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.
b. Subject to 19.02 above, term employees on the date of signing shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

Terms of payment

19.06 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 the date of signing,
   or
b. as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration,
   or
c. as a combination of (a) and (b), pursuant to 19.07(c).

19.07 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 19.06(c) must specify the number of complete weeks to be paid out pursuant to 19.06(a) and the remainder shall be paid out pursuant to 19.06(b).

d. An employee who does not make a selection under 19.07(b) will be deemed to have chosen Option 19.06(b).

19.08 Appointment from a different bargaining unit

This clause applies in a situation where an employee is appointed into a position in the AV bargaining unit from a position outside the AV bargaining unit where, at the date of appointment, provisions similar to those in 19.01(b) and (c) are still in force, unless the appointment is only on an acting basis.

a. Subject to 19.02 above, on the date an indeterminate employee becomes subject to this agreement after the date of signing, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
b. Subject to 19.02 above, on the date a term employee becomes subject to this agreement after the date of signing, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
c. An employee entitled to severance termination benefits under paragraph (a) or (b) shall have the same choice of options outlined in 19.06; 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 19.08(c) will be deemed to have chosen Option 19.06(b).

**Appendix "D"

Memorandum of Agreement on Supporting Employee Wellness

This memorandum of agreement is to give effect to the agreement reached between the Employer and the bargaining agent (hereinafter referred to as "the parties") regarding issues of employee wellness. This MOA replaces the prior Employee Wellness MOA previously signed.

The parties have engaged in meaningful negotiations and co-development of comprehensive EWSP language and program design to capture the key features and other recommendations agreed to by the technical committee and steering committee, which is reflected in the Plan Document agreed to by the parties on May 26, 2019.

The program and its principles focus on improving employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury. The previous MOA identified the following key features:

- contained in collective agreements;
- benefits for up to twenty-six (26) weeks (one hundred and thirty (130) working days) with income support replacement at one hundred per cent (100%);
- the annual allotment shall be nine (9) days of paid sick leave for illness or injury that falls outside of the parameters of the EWSP;
- one hundred per cent (100%) income replacement during the three (3) day (working) qualification period when the employee's claim is approved;
- qualifying chronic or episodic illnesses will be exempt of the waiting period;
- the qualification period will be waived in cases of hospitalization or recurrence of a prior illness or injury approved under EWSP within thirty (30) days;
- employees are entitled to carry over a maximum of three (3) days of unused sick leave credits remaining at the end of the fiscal year, for use in the following fiscal year;
- the accumulation of current sick leave credits will cease once the EWSP is implemented. Employees with banked sick leave in excess of twenty-six (26) weeks, will be entitled to carry over those excess days to provide extended coverage at one hundred per cent (100%) income replacement prior to accessing LTD;
- travel time for diagnosis and treatment;
- internal case management and return-to-work services focused on supporting employees when ill or injured;
- an employee on EWSP will be considered to be on leave with pay;
- full costs of administering the EWSP to be borne by Employer; and
- increase the quantum of family related leave by one (1) day.

The Plan Document approved on May 26, 2019, takes precedence over the principles if there's a difference in interpretation.

Process

The parties agree to continue the work of the TBS / Bargaining Agent Employee Wellness Support Program (EWSP) Steering Committee, which will focus on finalizing a service delivery model for program implementation, including its governance, for the improvement of employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.

As required, the Steering Committee will direct a subcommittee to make recommendations on the overall implementation, service delivery and governance issues of the Program. As a first priority, the Steering Committee will develop a planning framework with timelines to guide work toward the timely implementation of the new EWSP. A governance model will be developed taking into account there will be only one (1) EWSP.

The Steering Committee will complete the necessary work on overall implementation, including service delivery and governance issues no later than March 21, 2020, a date which can be moved based on mutual agreement of the parties.

If accepted by the Steering Committee, the recommendation(s) concerning program implementation, including service delivery and governance, as well as the proposal for the EWSP itself, approval will be sought on these elements from the Treasury Board of Canada and by the bargaining units.

If approved by both parties, the parties mutually consent to reopen the collective agreement to vary the agreement only insofar as to include the EWSP wording, and include consequential changes. No further items are to be varied through this reopener – the sole purpose will be EWSP-related modifications. The EWSP Program would be included in the relevant collective agreements only as a reopener.

Should the parties not be able to reach agreement on EWSP, the existing sick leave provisions, as currently stipulated in collective agreements, will remain in force.

For greater certainty, this MoA forms part of the collective agreement.

**Appendix "E"

Memorandum of Understanding Between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada with Respect to Implementation of the Collective Agreement

Notwithstanding the provisions of clause 45.05 on the calculation of retroactive payments and clause 48.03 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and the Professional Institute of the Public Service of Canada regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

1. **Calculation of retroactive payments**

   a. Retroactive calculations that determine amounts payable to employees for a retroactive period shall be made based on all transactions that have been entered into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment.
   b. Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement rather than based on pay tables in agreement annexes. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of retroactive amount will not affect pension entitlements or contributions relative to previous methods, except in respect of the rounding differences.
   c. Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration, and will maintain their pensionable status as applicable. The elements of salary included in the historical salary records and therefore included in the calculation of retroactivity include:

      - salary
      - promotions
      - deployments
      - acting pay
      - extra duty pay/Overtime
      - additional hours worked
      - maternity leave allowance
      - parental leave allowance
      - vacation leave and extra duty pay cash-out
      - severance pay
      - salary for the month of death
      - transition Support Measure
      - eligible allowances and supplemental salary depending on collective agreement

d. The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.
e. Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.

2. **Implementation**

a. The effective dates for economic increases will be specified in the agreement. Other provisions of the collective agreement will be effective as follows:

i. All components of the agreement unrelated to pay administration will come into force on signature of agreement.
ii. Changes to existing compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under subparagraph 2(b)(i).
iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come into force as stipulated in subparagraph 2(a)(ii).

b. Collective agreements will be implemented over the following time frames:

i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of agreement where there is no need for manual intervention.
ii. Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.
iii. Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five hundred and sixty (560) days after signature of agreement. Manual intervention is generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary-protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.

3. Employee recourse

a. An employee who is in the bargaining unit for all or part of the period between the first day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of four hundred dollars ($400) payable within one hundred and eighty (180) days of signature, in recognition of extended implementation time frames and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.
b. Employees in the bargaining unit for whom the collective agreement is not implemented within one hundred and eighty-one (181) days after signature will be entitled to a fifty-dollar ($50) non-pensionable amount; these employees will be entitled to an additional fifty-dollar ($50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented, to a total maximum of nine (9) payments. These amounts will be included in their final retroactive payment. For greater certainty, the total maximum amount payable under this paragraph is four hundred and fifty dollars ($450).
c. If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of four hundred dollars ($400); for any period under paragraph 3(b), the employee may receive one fifty-dollar ($50) payment, to a maximum total payment of four hundred and fifty dollars ($450).
d. Should the Employer negotiate higher amounts for paragraphs 3(a) or 3(b) with any other bargaining agent representing core public administration employees, it will compensate PIPSC members for the difference in an administratively feasible manner.
e. Late implementation of the 2018 collective agreements will not create any entitlements pursuant to the agreement between the core public administration bargaining agents and the Treasury Board of Canada with regard to damages caused by the Phoenix pay system.
f. Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one hundred and eighty (180) days after signature of the agreement.
g. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the departmental compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Institute regarding the format of the detailed breakdown.
h. In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay.

**Appendix “F”

Memorandum of understanding between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada with Respect to Gender-Inclusive Language

This memorandum is to give effect to the agreement reached between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada regarding the review of language in the AV, CS, NR, RE, SH and SP collective agreements.

Both parties are committed to and support gender neutrality and inclusivity. To that end, the parties commit to, during the life of the above-noted collective agreements, establishing a Joint Committee to review the collective agreements to identify opportunities to render the language more gender-inclusive. The parties agree that any changes in language will not result in changes in application, scope or value.

Both parties acknowledge that gender inclusivity is more difficult to achieve in the French language compared to the English language, but are committed nonetheless to further supporting and increasing gender neutrality and inclusivity in the collective agreement.

The Joint Committee agrees to begin their work in 2020 and will endeavour to finalize the review by December 2021. These timelines may be extended by mutual agreement.

**Appendix "G"

Memorandum of Understanding Between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada with Respect to Workplace Harassment

This memorandum is to give effect to the agreement reached between the Treasury Board and the Professional Institute of the Public Service of Canada (the Institute).

Both parties share the objective of creating healthy work environments that are free from harassment and violence. In the context of the passage of Bill C-65, *An Act to amend the Canada Labour Code* by the Government of Canada, as well as the Clerk of the Privy Council's initiative to take action to eliminate workplace harassment, the Treasury Board is developing a new directive covering both harassment and violence situations.

During this process, the Treasury Board will consult with the members of National Joint Council (NJC) on the following:

- mechanisms to guide and support employees through the harassment resolution process;
- redress for the detrimental impacts on an employee resulting from an incident of harassment;
  and
- ensuring that employees can report harassment without fear of reprisal.

Should the Institute request, the Employer would, in addition to the NJC consultations, agree to bilateral discussions with the Institute. Following such discussions, a report will be provided to the NJC.

The implementation and application of this directive do not fall within the purview of this MOU or the collective agreement.

This memorandum expires upon issuance of the new directive or June 21, 2022, whichever comes first.

**Appendix "H"

Memorandum of Understanding Between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada with Respect of the Common Pay Administration

This memorandum is to give effect to an agreement reached between the Employer and the Professional Institute of the Public Service of Canada (the Institute) regarding consultation on the development of the next-generation Human Resources (HR) and pay system.

Both parties recognize the challenges of the Phoenix pay system. A Joint Union-Management Consultation Committee on next-generation HR and pay system has been established to advance the mutual goal of discussing and identifying opportunities and considerations for a potential next-generation HR and pay system that meets the legitimate needs of the Employer and the employees.

This memorandum will confirm the Employer's commitment to continue consultation with the Institute on the next-generation HR and pay at the Joint Union-Management Committee with respect to the development of a next-generation HR and pay system.

This memorandum of understanding expires on June 21, 2022.

**Appendix "I"

Memorandum of Understanding Between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada in Respect to Leave for Union Business: Cost Recovery

This memorandum of understanding (MoU) is to give effect to an agreement reached between the Treasury Board (the Employer) and the Professional Institute of the Public Service of Canada (the Institute) to implement a system of cost recovery for leave for union business.

The parties agree to this MoU as a direct result of current Phoenix pay system implementation concerns related to the administration of leave without pay for union business.

Leave granted to an employee under the following clauses of the collective agreement:

- 30.02, 30.10, 30.11, 30.13, 30.14(a)

will be with pay for a total cumulative maximum period of three (3) months per fiscal year.

Its agreed that leave with pay granted under the above-noted clauses for union business will be paid for by the Employer, pursuant to this MoU, effective upon its signature.

The Institute shall then reimburse the Employer for the total salary paid, including allowances if applicable, for each person-day, in addition to which shall also be paid to the Employer by the Institute an amount equal to six percent (6%) of the total salary paid for each person-day, which sum represents the Employer's contribution for the benefits the employee acquired at work during the period of approved leave with pay pursuant to this MoU.

Leave with pay in excess of the total cumulative maximum period of three (3) months per fiscal year may be granted under the above-noted clauses in reasonably limited circumstances. Where leave with pay is extended under such circumstances, the Institute shall reimburse the Employer for the total salary paid, including applicable allowances, for each person-day, in addition to an amount equal to thirteen decimal three percent (13.3%) of the total salary paid for each person-day.

Under no circumstances will leave with pay under the above-noted clause be granted for any single consecutive period exceeding three (3) months ; or for cumulative periods exceeding six (6) months in a twelve (12) months period.

This MoU does not alter the approval threshold for the leave. Should an employee be denied extended leave with pay exceeding three (3) cumulative months or a single consecutive three (3) month period within a fiscal year and the employee's union leave is otherwise approved pursuant to the relevant clauses at article 30, they shall take the leave as leave without pay.

On a bimonthly basis, and within 120 days of the end of the relevant period of leave, the hiring department/agency will invoice the Institute for the amount owed to them by virtue of this

understanding. The amount of the gross salaries and the number of days of leave taken for each employee will be included in the statement.

The Institute agrees to reimburse the department/agency for the invoice within sixty (60) days of the date of the invoice.

This memorandum of understanding expires on September 30, 2022, or upon implementation of the next-generation HR and pay system, whichever comes first, unless otherwise agreed by the parties.

**Appendix "J"

Memorandum of Agreement Between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada with Respect to Certain Terms and Conditions of Employment for Deemed Royal Canadian Mounted Police Civilian Members

General

This memorandum is to give effect to the agreement reached between the Employer and the Professional Institute of the Public Service of Canada (the Institute) on certain terms and conditions of employment applicable to employees that were Royal Canadian Mounted Police (RCMP) Civilian Members on the day immediately preceding the date on which they were deemed to be persons appointed under the *Public Service Employment Act* as per the date published in the Canada Gazette (date of deeming).

The parties agree that the terms and conditions of employment applicable to RCMP civilian members will remain in effect until the earlier of the date of deeming or until a date mutually agreed to by the parties. The provisions of the collective agreement and this memorandum of agreement will apply to civilian members thereafter. For greater clarity, paragraphs 3(a). to (c). of the "Memorandum of Understanding between the Treasury Board and the Bargaining Agents with Respect to Implementation of the Collective Agreement" as agreed to by the Institute and Treasury Board do not apply to civilian members.

Upon written request of the Institute, the Employer agrees to incorporate into this agreement any civilian member transition measures, negotiated with any other bargaining agents between now and the date of deeming, that are more generous than those contained in this agreement.

Any amendments to this agreement shall require the written agreement of the Institute and the Employer.

Notwithstanding the applicability of the general provisions of this collective agreement, the following specific provisions also shall apply to deemed civilian members (thereafter former civilian members).

Eligibility

The transition measures contained in this agreement will continue for as long as the former civilian member remains within a bargaining unit represented by the Institute, either:

a. within the RCMP;
b. for those civilian members that will become Shared Services Canada (SSC) employees at the time of deeming, for as long as they remain within SSC or the RCMP.

Existing leave credits

The Employer agrees to accept any unused, earned leave banks of a former civilian member to which he or she was entitled to on the day immediately prior to the date of deeming (including vacation leave credits, lieu time, operational response, and isolated post credits).

For greater clarity, existing leave banks will not be pro-rated to reflect the change from a forty (40) hour workweek to a thirty-seven decimal five (37.5) hour workweek.

Vacation leave

Accumulation of vacation leave credits

The Employer agrees to maintain the vacation leave credit accrual entitlement that is in effect on the day immediately prior to the date of deeming. The former civilian member will maintain his or her vacation leave entitlement until the next anniversary of service threshold, provided that the vacation leave credit accrual schedule contained in this collective agreement is equal to or greater than their corresponding leave entitlement.

For greater clarity, the vacation accrual rate post deeming will be pro-rated to reflect the change from a 40 hour workweek to a 37.5 hour workweek in accordance with the following table:

Conversion table

Vacation leave accrual rate prior to deeming (i.e., forty (40) hour workweek) (CM) (hourly credits per month)	Vacation leave accrual rate post deeming (i.e., thirty-seven decimal five (37.5) hour workweek) (PSE) (hourly credits per month)
10	9.375
13.33	12.5
16.66	15.625
20	18.75

Vacation leave adjustment

Former civilian members will be granted forty (40) hours of vacation leave credits and these credits will not be subject to the carry-over provisions of the applicable collective agreement.

Former civilian members are subject to all other provisions outlined in the vacation leave article of the relevant collective agreement.

Sick leave

Granting of sick leave credits

In recognition of the civilian members' transition from an unrestricted sick leave regime to a sick leave bank regime, upon the date of deeming, former civilian members shall be granted a bank of sick leave credits that is the greater of six decimal two five (6.25) hours for each completed calendar month of service or four hundred and eighty-seven decimal five (487.5) hours of sick leave credits.

Pay increment

The anniversary date for the purpose of pay increment will be the date on which the former civilian member received her or his last pay increment.

Relocation on retirement benefit

Upon the date of deeming, former civilian members who were relocated at the Crown's expense will be eligible for a retirement relocation. Claims for reimbursement of relocation expenses shall be paid in accordance with the Treasury Board Secretariat of Canada (TBS) approved RCMP Relocation Policy that is in effect at the time the former civilian member retires from the core public administration. The Employer also agrees to consult with the Institute about any contemplated changes to this policy.

Funeral and burial entitlements

Former civilian members shall remain eligible for funeral and burial entitlements in accordance with the RCMP's Death Benefits, Funeral and Burial Entitlements Policy that is in effect at the time the benefits are applied for. The Employer also agrees to consult with the Institute about any contemplated changes to this policy.

Upon their retirement, these entitlements will continue until their death.

Signed at Ottawa this 14th day of the month of June 2019.