

**Group: Financial Management
Expiry Date: 6 November 2009**



Treasury Board of Canada Secrétariat du Conseil du Trésor
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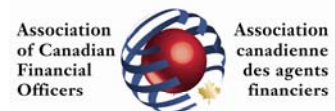
Agreement between Treasury Board and The Association of Canadian Financial Officers

Group: Financial Management
(All Employees)

CODE: 304
Expiry Date: 6 November 2009

**Groupe : Gestion financière
Date d'expiration : le 6 novembre 2009**

Canada



Agreement between the Treasury Board and The Association of Canadian Financial Officers

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K1A 0S5

Telephone: (613) 941-5995
Fax: (613) 954-5779
Orders only: 1-800-635-7943
Internet: <http://publications.gc.ca>
Catalogue No: BT 42-304/2009
ISBN 978-0-660-63686-3

This document is available on the Treasury Board of Canada
Secretariat Web site at the following address:

www.tbs-sct.gc.ca/

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**LIST OF CHANGES TO THE AGREEMENT BETWEEN
THE TREASURY BOARD AND THE ASSOCIATION
OF CANADIAN FINANCIAL OFFICERS**

PART I - GENERAL

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01

**

“headquarters area” has the same meaning as given to the expression in the National Joint Council Travel Directive (region du lieu d’affectation),

PART II - LABOUR RELATIONS MATTERS

ARTICLE 12

LEAVE WITH OR WITHOUT PAY FOR ASSOCIATION BUSINESS

**

Complaints made to the Public Service Labour Relations Board (PSLRB) pursuant to section 190(1) of the *Public Service Labour Relations Act (PSLRA)*

**

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

- (a) to an employee who makes a complaint on the employee’s own behalf, before the PSLRB,

**

12.04 The Employer will grant leave with pay:

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

ARTICLE 14 SUSPENSION AND DISCIPLINE

**

14.01 When an employee is suspended from duty, or terminated in accordance with paragraph 12(1)(c) of the *Financial Administration Act*, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.

**

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

**

14.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period. This period will automatically be extended by the length of any period of leave without pay.

****ARTICLE 17 GRIEVANCE PROCEDURE**

17.01 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement and which the parties to this agreement have endorsed, the grievance procedure will be in accordance with section 15.0 of the NJC By-Laws.

17.02 The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved

without recourse to a formal grievance. When the parties agree in writing to avail themselves of an informal conflict management system established pursuant to section 207 of the *PSLRA*, the time limits prescribed in this Grievance Procedure are suspended until either party gives the other notice in writing to the contrary.

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

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

17.05 Where the provisions of clauses 17.07, 17.24 or 17.38 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency concerned. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

17.06 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.

Individual Grievances

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

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

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

17.08 Presentation of grievance

- (1) Subject to subsections (2) to (7), an employee is entitled to present an individual grievance if the employee 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 a collective agreement or an arbitral award;
 - or
 - (b) as a result of any occurrence or matter affecting his or her terms and conditions of employment.
- (2) An employee may not present an individual grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the *Canadian Human Rights Act*.
- (3) Despite subsection (2), an employee may not present an individual grievance in respect of the right to equal pay for work of equal value.
- (4) An employee may not present an individual grievance relating to the interpretation or application, in respect of the employee, of a provision of a collective agreement or an arbitral award unless the employee has the approval of and is represented by the bargaining agent for the bargaining unit to which the collective agreement or arbitral award applies.
- (5) An employee who, in respect of any matter, avails himself or herself of a complaint procedure established by a policy of the Employer may not present an individual grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from presenting an individual grievance under this Article.
- (6) An employee may not present an individual grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

- (7) For the purposes of subsection (6), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

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

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

Whenever there are four (4) levels in the grievance procedure, the grievor may elect to waive either Level 2 or 3.

17.10 Representatives

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

17.11 An employee may be assisted and/or represented by the Association when presenting a grievance at any level. The Association shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure. Where consultation is with the deputy head, the deputy head shall render the decision.

17.12 An employee may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 17.07, not later than the twenty-fifth (25th) day after the date on which the employee is notified orally or in

writing or on which the employee first becomes aware of the action or circumstances giving rise to grievance.

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

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

or

- (b) where the Employer has not conveyed a decision to the employee within the time prescribed in clause 17.14, within twenty-five (25) days after the employee presented the grievance at the previous level.

17.14 The Employer shall normally reply to an employee's grievance at any level of the grievance procedure, except the final level, within twenty (20) days after the grievance is presented, and within thirty (30) days when the grievance is presented at the final level.

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

17.16 Where a grievance has been presented up to and including the final level 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 level in the grievance process is final and binding and no further action may be taken under the *Public Service Labour Relations Act*.

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

17.18 Where the Employer demotes or terminates an employee for cause 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 the grievance may be presented at the final level only,

17.19 An employee may by written notice to his immediate supervisor or officer-in-charge withdraw a grievance.

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

17.21 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon the grievance or refrain from exercising the employee's right to present a grievance, as provided in this Collective Agreement.

17.22 Reference to Adjudication

- (1) An employee may refer to adjudication an individual grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to the employee's satisfaction if the grievance is related to
 - (a) the interpretation or application in respect of the employee of a provision of a collective agreement or an arbitral award;
 - (b) a disciplinary action resulting in termination, demotion, suspension or financial penalty;
 - (c) demotion or termination under paragraph 12(1)(d) of the *Financial Administration Act* for unsatisfactory performance or under paragraph 12(1)(e) of that Act for any other reason that does not relate to a breach of discipline or misconduct,
- (2) When an individual grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.
- (3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).

- (4) Nothing in subsection (1) above is to be construed or applied as permitting the referral to adjudication of an individual grievance with respect to
- (a) any termination of employment under the *Public Service Employment Act*;

or

 - (b) any deployment under the *Public Service Employment Act*, other than the deployment of the employee who presented the grievance.

17.23 Before referring an individual grievance related to matters referred to in paragraph 17.22(1)(a), the employee must obtain the approval of the employee's bargaining agent to represent the employee in the adjudication proceedings.

Group Grievances

17.24 The Association may present a grievance at any prescribed level in the grievance procedure, and shall transmit this grievance to the officer-in-charge who shall forthwith:

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

and

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

17.25 Presentation of Group Grievance

- (1) The bargaining agent for a bargaining unit may present to the Employer a group grievance on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of a collective agreement or an arbitral award.
- (2) In order to present the grievance, the Association must first obtain the consent of each of the employees concerned in the form provided for by the regulations. The consent of an employee is valid only in respect of the particular group grievance for which it is obtained.

- (3) The group grievance must relate to employees in a single portion of the federal public administration.
- (4) The Association may not present a group grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the *Canadian Human Rights Act*.
- (5) Despite subsection (4), the Association may not present a group grievance in respect of the right to equal pay for work of equal value.
- (6) If an employee has, in respect of any matter, availed himself or herself of a complaint procedure established by a policy of the Employer, the Association may not include that employee as one on whose behalf it presents a group grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from participating in a group grievance under this Article.
- (7) The Association may not present a group grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.
- (8) For the purposes of subsection (7), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

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

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

Whenever there are four (4) levels in the grievance procedure, the Association may elect to waive either Level 2 or 3.

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

17.28 The Association shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

17.29 The Association may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 17.24, no later than the twenty-fifth (25th) day after the earlier of the day on which the aggrieved employees received notification and the day on which they had knowledge of any act, omission or other matter giving rise to the group grievance.

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

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

or

(b) where the Employer has not conveyed a decision to the Association within the time prescribed in clause 17.31, within twenty-five (25) days after the Association presented the grievance at the previous level.

17.31 The Employer shall normally reply to the Association's grievance at any level of the grievance procedure, except the final level, within twenty (20) days after the grievance is presented, and within thirty (30) days when the grievance is presented at the final level.

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

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

17.34 Opting out of a Group Grievance

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

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

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

17.37 Reference to Adjudication

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

Policy Grievances

17.38 The Employer and the Association may present a grievance at the prescribed level in the grievance procedure, and forward the grievance to the representative of the Association or the Employer, as the case may be, authorized to deal with the grievance. The party who receives the grievance shall provide the other party with a receipt stating the date on which the grievance was received by him.

17.39 Presentation of Policy Grievance

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

17.40 There shall be no more than one (1) level in the grievance procedure.

17.41 The Employer and the Association shall designate a representative and shall notify each other of the title of the person so designated together with the title and address of the officer-in charge to whom a grievance is to be presented.

17.42 The Employer and the Association may present a grievance in the manner prescribed in clause 17.38, no later than the twenty-fifth (25th) day after the earlier of the day on which it received notification and the day on which it had knowledge of any act, omission or other matter giving rise to the policy grievance.

17.43 The Employer and the Association shall normally reply to the grievance within sixty (60) days when the grievance is presented.

17.44 The Employer or the Association, as the case may be, may by written notice to the officer-in-charge withdraw a grievance.

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

17.46 Reference to Adjudication

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

Expedited Adjudication

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

- (a) At the request of either party, a grievance that has been referred to adjudication may be dealt with through Expedited Adjudication with the consent of both parties.
- (b) When the parties agree that a particular grievance will proceed through Expedited Adjudication, the Association will submit to the PSLRB the consent form signed by the grievor or the bargaining agent.

- (c) 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 PSLRB or to the Adjudicator at the hearing.
- (d) No witnesses will testify.
- (e) The Adjudicator will be appointed by the PSLRB from among its members who have had at least three (3) years experience as a member of the Board.
- (f) Each Expedited Adjudication session will take place in Ottawa, unless the parties and the PSLRB agree otherwise. The cases will be scheduled jointly by the parties and the PSLRB, and will appear on the PSLRB schedule.
- (g) 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.
- (h) 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.

PART IV - LEAVE

ARTICLE 28

LEAVE GENERAL

28.01

**

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

**

28.07 In the event of termination of employment for reasons other than incapacity, death or lay-off, the Employer shall recover from any monies owed to

the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.

ARTICLE 29
VACATION LEAVE WITH PAY

Scheduling of Vacation Leave With Pay

29.07

**

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

29.15

**

- (b) The vacation leave credits provided in clauses 29.15(a) and (b) above shall be excluded from the application of paragraph 29.07 dealing with the Carry-over and/or Liquidation of Vacation Leave.

ARTICLE 33
MATERNITY LEAVE WITHOUT PAY

33.02 Maternity Allowance

- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:

**

- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay and the CFO Transitional Allowance, where applicable, for each

week of the waiting period, less any other monies earned during this period,

and

**

- (ii) for each week that the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate of pay and the CFO Transitional Allowance, where applicable, 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.

**

- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate and the CFO Transitional Allowance, where applicable, 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 and the CFO Transitional Allowance, where applicable, she was being paid on that day.

33.03 Special Maternity Allowance for Totally Disabled Employees

**

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 33.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance or Québec Parental Insurance Plan maternity benefits;

and

- (ii) has satisfied all of the other eligibility criteria specified in subparagraph 33.02(a), other than those specified in sections (A) and (B) of subparagraph 33.02(a)(iii);

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph 33.03(a)(i), the difference between ninety-three per cent (93%) of her weekly rate of pay and CFO Transitional Allowance, where applicable,, and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

ARTICLE 34

MATERNITY-RELATED REASSIGNMENT OR LEAVE

**

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

ARTICLE 35

PARENTAL LEAVE WITHOUT PAY

35.02 Parental Allowance

**

- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of the employee's weekly rate of pay and the CFO Transitional Allowance, where applicable, for each week of the waiting period, less any other monies earned during this period;
 - (ii) for each week in respect of which the employee receives parental, adoption or paternity benefits under the Employment Insurance

of the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the CFO Transitional Allowance, where applicable, of pay and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;

- (iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay and the CFO Transitional Allowance, where applicable, for each week, less any other monies earned during this period.

**

- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate and the CFO Transitional Allowance, where applicable, to which the employee is entitled for the substantive level to which she or he is appointed.

**

- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate and the CFO Transitional Allowance, where applicable, the employee was being paid on that day.

35.03 Special Parental Allowance for Totally Disabled Employees

**

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 35.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee

from receiving Employment Insurance or Québec Parental Insurance Plan benefits,

and

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

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph 35.03(a)(i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the CFO Transitional Allowance, where applicable, 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*.

ARTICLE 36

LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

36.03

**

- (e) notwithstanding clause 36.02 and paragraph 36.03(b) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.

**

- (f) leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.

ARTICLE 40
BEREAVEMENT LEAVE WITH PAY

**

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

ARTICLE 41
COURT LEAVE

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

(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,

PART V - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

ARTICLE 48
PENOLOGICAL FACTOR ALLOWANCE

**

48.05 The applicability of PFA to a position and the position's level of PFA entitlement, shall be determined by the Employer following consultation with the Association.

ARTICLE 51
NATIONAL JOINT COUNCIL AGREEMENTS

**

51.03

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

- (1) Bilingualism Bonus Directive;
- (2) Commuting Assistance Directive;
- (3) First-Aid to the General Public – Allowance for Employees;
- (4) Foreign Service Directives;
- (5) Isolated Posts and Government Housing Directive;
- (6) Memorandum of Understanding on Definition of Spouse;
- (7) NJC Integrated Relocation Directive;
- (8) Public Service Health Care Plan Directive;
- (9) Travel Directive;
- (10) Uniforms Directive;
- (11) Workforce Adjustment Directive.

Occupational Health and Safety

- (12) Motor Vehicle Operations Directive;
 - (13) Occupational Health and Safety Directive;
 - (14) Pesticides Directive.
- (b) During the term of this Agreement, other directives, policies or regulations may be added to the above noted list.

ARTICLE 53
PROFESSIONAL ALLOWANCE

**

53.03 When the payment of such fees is not a requirement for the continuation of the performance of the duties of an employee's position, but eligibility for a professional accounting designation from one of these associations is a qualification specified in the Standards for Selection and Assessment for the Financial Management Group, the Employer shall reimburse the employee, upon receipt of proof of payment, for the employee's annual membership fees paid to one of the associations referred to in clause 53.02 to a maximum of one thousand two hundred and fifty (\$1,250) dollars. This maximum amount is increased effective January 1, 2008, for fees that become due and are paid following that date. The Employer shall reimburse annual fees paid to one of the associations referred to in clause 53.02 for employees pursuing a formal study program to obtain a professional accounting designation (CA, CMA or CGA).

PART VI - PAY AND DURATION

ARTICLE 57
DURATION

**

57.01 The duration of this Agreement shall be from the date it is signed to November 6, 2009.

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

(in dollars)

- A) **Effective November 7, 2007**
 X) **Effective November 7, 2008 - Restructure**
 B) **Effective November 7, 2008**

FI - DEVELOPMENT

From:	\$	24018	to	44154
To:	A	24570	to	45170
	X	24570	to	45170
	B	25135	to	46209

FI-1

From:	\$	44919	46994	49073	51152	53225
To:	A	45952	48075	50202	52328	54449
	X	45952	48075	50202	52328	54449
	B	47009	49181	51357	53532	55701

From:	\$	55308	57384	59461	61776
To:	A	56580	58704	60829	63197
	X	56580	58704	60829	64461
	B	57881	60054	62228	65944

FI-2

From:	\$	54677	57213	59750	62288	64826
To:	A	55935	58529	61124	63721	66317
	X	55935	58529	61124	63721	66317
	B	57222	59875	62530	65187	67842

From:	\$	67363	69898	72719
To:	A	68912	71506	74392
	X	68912	71506	75880
	B	70497	73151	77625

FI-3

From:	\$	69185	72100	75014	77926	80840
To:	A	70776	73758	76739	79718	82699
	X	70776	73758	76739	79718	82699
	B	72404	75454	78504	81552	84601

From:	\$	84077	87440
To:	A	86011	89451
	X	86011	91240
	B	87989	93339

FI-4

From:	\$	77269	80545	83827	87110	90392
To:	A	79046	82398	85755	89114	92471
	X	79046	82398	85755	89114	92471
	B	80864	84293	87727	91164	94598

From:	\$	94034	97795
To:	A	96197	100044
	X	96197	102045
	B	98410	104392

PAY NOTES

**

Pay Adjustment (FI-DEV.)

- (2) An employee being paid in the Financial Management Development range shall have the employee's rate of pay increased on:
 - (a) November 7, 2007, to a pay rate within the "A" range which is two point three percent (2.3%) higher than the employee's former rate of pay,
 - (b) November 7, 2008, to a pay rate within the "B" range which is two point three percent (2.3%) higher than the employee's former rate of pay,

**

Restructure

- (3) Effective November 7, 2008, prior to any other pay revision which occurs on that date, all employees shall be paid in the "X" scale of rates at the rate of pay which is immediately below the employee's rate of pay.

****APPENDIX “B”**

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TREASURY BOARD
(HEREINAFTER CALLED THE EMPLOYER)
AND
THE ASSOCIATION OF CANADIAN FINANCIAL OFFICERS
(HEREINAFTER CALLED THE ASSOCIATION)
IN RESPECT OF
THE FINANCIAL MANAGEMENT GROUP**

Preamble

In order to compensate for specific responsibilities associated with the implementation of the Chief Financial Officer (CFO) Model during the period of transition, the Employer will provide a CFO Transitional Allowance to incumbents of positions at the FI-01 through FI-04 levels for the performance of duties in the Financial Management Group.

Application

1. The parties agree that incumbents of positions identified above shall be eligible to receive a “Chief Financial Officer (CFO) Transitional Allowance” as specified in 1(a) and 1(b) subject to the following conditions:
 - (a) Effective November 7, 2005 and ceasing on November 6, 2008, a Transitional Allowance is to be paid to employees at the maximum of each level in accordance with the following grid:

Chief Financial Officer (CFO) Transitional Allowance	
	% of Level Maximum
FI-1	2%
FI-2	2%
FI-3	3%
FI-4	4%

- (b) Effective November 7, 2008, the percentage by which the Transitional Allowance is reduced from the previous grid will be rolled into salary at the maximum of each applicable level. Also effective November 7, 2008, a Transitional Allowance is to be paid to employees at the maximum of each level identified in accordance with the following grid:

Chief Financial Officer (CFO) Transitional Allowance	
	% of Level Maximum
FI-3	1%
FI-4	2%

- (c) The Chief Financial Officer (CFO) Transitional Allowance specified above does not form part of an employee’s salary.
 - (d) An employee shall be paid the Chief Financial Officer (CFO) Transitional Allowance for each calendar month for which the employee receives at least ten (10) days’ pay.
 - (e) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
 - (f) The value of the Chief Financial Officer (CFO) Transitional Allowance payable is at the value specified in 1(a) or 1(b) for the level prescribed in the certificate of appointment of the employee’s substantive position.
 - (g) When an employee in receipt of the Chief Financial Officer (CFO) Transitional Allowance is required by the Employer to perform the duties of a higher classification level within the FI bargaining unit the Transitional Allowance of the substantive position shall continue until such time as the employee qualifies for the CFO Transitional Allowance for the higher level.
2. Part-time employees shall be entitled to the Allowance on a pro rata basis.
 3. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
 4. This Memorandum of Understanding expires on November 6, 2009.

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MEMORANDUM OF UNDERSTANDING BETWEEN
THE TREASURY BOARD (HEREINAFTER CALLED
THE EMPLOYER) AND THE ASSOCIATION OF
CANADIAN FINANCIAL OFFICERS (HEREINAFTER
CALLED THE ASSOCIATION) IN RESPECT OF THE
FINANCIAL MANAGEMENT GROUP105

**Asterisks denote changes from the previous Collective Agreement.

PART I - GENERAL

ARTICLE 1
PREAMBLE

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

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

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

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

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

ARTICLE 2
INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

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

“Association” means the Association of Canadian Financial Officers (Association),

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

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

“compensatory leave” means leave with pay in lieu of cash payment for overtime, work performed on a designated paid holiday, travelling time compensated at overtime rates, travel status leave, and call-back; the duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate; the rate of pay to which an employee is entitled during such leave shall be based on the employee’s hourly rate of pay as calculated from the classification prescribed in the employee’s certificate of appointment on the day immediately prior to the day on which leave is taken (congé compensateur),

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

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

“day of rest” in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of the employee’s position other than by reason of the employee being on leave or absent from duty without permission (jour de repos),

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

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

**

“headquarters area” has the same meaning as given to the expression in the National Joint Council Travel Directive (région du lieu d’affectation),

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

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

“lay-off” means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function (mise en disponibilité),

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

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

“overtime” (heures supplémentaires), means:

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

“spouse” will, when required, be interpreted to include “common-law 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 (époux),

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

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

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

- (a) if defined in the *Public Service Labour Relations Act*, have the same meaning as given to them in the *Public Service Labour Relations Act*,

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

ARTICLE 3 APPLICATION

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

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

ARTICLE 4 STATE SECURITY

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

ARTICLE 5 PRECEDENCE OF LEGISLATION AND THE COLLECTIVE AGREEMENT

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

PART II - LABOUR RELATIONS MATTERS

ARTICLE 6

EMPLOYEE REPRESENTATIVES

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

ARTICLE 7

USE OF EMPLOYER FACILITIES

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

information, which it considers adverse to its interests or to the interests of any of its representatives.

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

ARTICLE 8 CHECK-OFF

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

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

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

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

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

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

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

ARTICLE 9 INFORMATION

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

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

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

ARTICLE 10 EMPLOYEES ON PREMISES OF OTHER EMPLOYERS

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

ARTICLE 11
RESTRICTION ON OUTSIDE EMPLOYMENT

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

ARTICLE 12
LEAVE WITH OR WITHOUT PAY FOR ASSOCIATION BUSINESS

Leave for Elected Officials

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

**

Complaints made to the Public Service Labour Relations Board (PSLRB) pursuant to section 190(1) of the *Public Service Labour Relations Act (PSLRA)*

**

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

- (a) to an employee who makes a complaint on the employee's own behalf, before the PSLRB,

and

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

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

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

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

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

**

12.04 The Employer will grant leave with pay:

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

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

Arbitration Board Hearings, Public Interest Commission and Alternative Dispute Resolution Process

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

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

Adjudication

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

- (a) a party to the adjudication,
- (b) the representative of an employee who is a party to an adjudication,

and

- (c) a witness called by an employee who is a party to an adjudication.

Meetings During the Grievance Process

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

- (a) when the Employer originates a meeting with the employee who has presented the grievance, leave with pay when the meeting is held in the headquarters area of the employee and “on duty” status when the meeting is held outside the employee’s headquarters area,

and

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

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

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

Contract Negotiation Meetings

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

Preparatory Contract Negotiation Meetings

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

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

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

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

Representatives' Training Courses

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

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

ARTICLE 13

ILLEGAL STRIKES

13.01 The *Public Service Labour Relations Act* provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including termination of employment pursuant to Section 12(1)(c) of the *Financial Administration Act*, for participation in an illegal strike as defined in the *Public Service Labour Relations Act*.

ARTICLE 14
SUSPENSION AND DISCIPLINE

**

14.01 When an employee is suspended from duty, or terminated in accordance with paragraph 12(1)(c) of the *Financial Administration Act*, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.

**

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

14.03 When an employee is required to attend a meeting on disciplinary matters, the Employer shall notify the employee that the employee is entitled to have a representative of the Association attend the meeting. Where practicable, the employee shall receive in writing a minimum of one (1) working day's notice of such a meeting, as well as its purpose. Where the presence of a national representative of the Association is requested by the employee and where the disciplinary meeting is outside of the National Capital Region, this minimum period shall be increased to two (2) days, where practicable.

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

**

14.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period. This period will automatically be extended by the length of any period of leave without pay.

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

ARTICLE 15
HEALTH AND SAFETY

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

ARTICLE 16
JOINT CONSULTATION

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

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

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

****ARTICLE 17**
GRIEVANCE PROCEDURE

17.01 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement and which the parties to this agreement have endorsed, the grievance procedure will be in accordance with section 15.0 of the NJC By-Laws.

17.02 The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When the parties agree in writing to avail themselves of an informal conflict management system established pursuant to

section 207 of the *PSLRA*, the time limits prescribed in this Grievance Procedure are suspended until either party gives the other notice in writing to the contrary.

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

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

17.05 Where the provisions of clauses 17.07, 17.24 or 17.38 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency concerned. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

17.06 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.

Individual Grievances

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

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

17.08 Presentation of grievance

- (1) Subject to subsections (2) to (7), an employee is entitled to present an individual grievance if the employee 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 a collective agreement or an arbitral award;
 or
 - (b) as a result of any occurrence or matter affecting his or her terms and conditions of employment.
- (2) An employee may not present an individual grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the *Canadian Human Rights Act*.
 - (3) Despite subsection (2), an employee may not present an individual grievance in respect of the right to equal pay for work of equal value.
 - (4) An employee may not present an individual grievance relating to the interpretation or application, in respect of the employee, of a provision of a collective agreement or an arbitral award unless the employee has the approval of and is represented by the bargaining agent for the bargaining unit to which the collective agreement or arbitral award applies.
 - (5) An employee who, in respect of any matter, avails himself or herself of a complaint procedure established by a policy of the Employer may not present an individual grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from presenting an individual grievance under this Article.
 - (6) An employee may not present an individual grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.
 - (7) For the purposes of subsection (6), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on

behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

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

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

Whenever there are four (4) levels in the grievance procedure, the grievor may elect to waive either Level 2 or 3.

17.10 Representatives

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

17.11 An employee may be assisted and/or represented by the Association when presenting a grievance at any level. The Association shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure. Where consultation is with the deputy head, the deputy head shall render the decision.

17.12 An employee may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 17.07, not later than the twenty-fifth (25th) day after the date on which the employee is notified orally or in writing or on which the employee first becomes aware of the action or circumstances giving rise to grievance.

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

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

or

- (b) where the Employer has not conveyed a decision to the employee within the time prescribed in clause 17.14, within twenty-five (25) days after the employee presented the grievance at the previous level.

17.14 The Employer shall normally reply to an employee's grievance at any level of the grievance procedure, except the final level, within twenty (20) days after the grievance is presented, and within thirty (30) days when the grievance is presented at the final level.

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

17.16 Where a grievance has been presented up to and including the final level 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 level in the grievance process is final and binding and no further action may be taken under the *Public Service Labour Relations Act*.

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

17.18 Where the Employer demotes or terminates an employee for cause 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 the grievance may be presented at the final level only,

17.19 An employee may by written notice to his immediate supervisor or officer-in-charge withdraw a grievance.

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

17.21 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon the grievance or refrain from exercising the employee's right to present a grievance, as provided in this Collective Agreement.

17.22 Reference to Adjudication

- (1) An employee may refer to adjudication an individual grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to the employee's satisfaction if the grievance is related to
 - (a) the interpretation or application in respect of the employee of a provision of a collective agreement or an arbitral award;
 - (b) a disciplinary action resulting in termination, demotion, suspension or financial penalty;
 - (c) demotion or termination under paragraph 12(1)(d) of the *Financial Administration Act* for unsatisfactory performance or under paragraph 12(1)(e) of that Act for any other reason that does not relate to a breach of discipline or misconduct,
- (2) When an individual grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.
- (3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).
- (4) Nothing in subsection (1) above is to be construed or applied as permitting the referral to adjudication of an individual grievance with respect to

- (a) any termination of employment under the *Public Service Employment Act*;

or

- (b) any deployment under the *Public Service Employment Act*, other than the deployment of the employee who presented the grievance.

17.23 Before referring an individual grievance related to matters referred to in paragraph 17.22(1)(a), the employee must obtain the approval of the employee's bargaining agent to represent the employee in the adjudication proceedings.

Group Grievances

17.24 The Association may present a grievance at any prescribed level in the grievance procedure, and shall transmit this grievance to the officer-in-charge who shall forthwith:

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

and

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

17.25 Presentation of Group Grievance

- (1) The bargaining agent for a bargaining unit may present to the Employer a group grievance on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of a collective agreement or an arbitral award.
- (2) In order to present the grievance, the Association must first obtain the consent of each of the employees concerned in the form provided for by the regulations. The consent of an employee is valid only in respect of the particular group grievance for which it is obtained.
- (3) The group grievance must relate to employees in a single portion of the federal public administration.

- (4) The Association may not present a group grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the *Canadian Human Rights Act*.
- (5) Despite subsection (4), the Association may not present a group grievance in respect of the right to equal pay for work of equal value.
- (6) If an employee has, in respect of any matter, availed himself or herself of a complaint procedure established by a policy of the Employer, the Association may not include that employee as one on whose behalf it presents a group grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from participating in a group grievance under this Article.
- (7) The Association may not present a group grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.
- (8) For the purposes of subsection (7), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

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

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

Whenever there are four (4) levels in the grievance procedure, the Association may elect to waive either Level 2 or 3.

17.27 The Employer shall designate a representative at each level in the grievance procedure and shall inform the Association of the title of the person so

designated together with the title and address of the officer-in charge to whom a grievance is to be presented.

17.28 The Association shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

17.29 The Association may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 17.24, no later than the twenty-fifth (25th) day after the earlier of the day on which the aggrieved employees received notification and the day on which they had knowledge of any act, omission or other matter giving rise to the group grievance.

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

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

or

(b) where the Employer has not conveyed a decision to the Association within the time prescribed in clause 17.31, within twenty-five (25) days after the Association presented the grievance at the previous level.

17.31 The Employer shall normally reply to the Association's grievance at any level of the grievance procedure, except the final level, within twenty (20) days after the grievance is presented, and within thirty (30) days when the grievance is presented at the final level.

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

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

17.34 Opting out of a Group Grievance

(1) An employee in respect of whom a group grievance has been presented may, at any time before a final decision is made in respect of the

grievance, notify the Association that the employee no longer wishes to be involved in the group grievance.

- (2) The Association shall provide to the representatives of the Employer authorized to deal with the grievance, a copy of the notice received pursuant to paragraph (1) above.
- (3) After receiving the notice, the Association may not pursue the grievance in respect of the employee.

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

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

17.37 Reference to Adjudication

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

Policy Grievances

17.38 The Employer and the Association may present a grievance at the prescribed level in the grievance procedure, and forward the grievance to the representative of the Association or the Employer, as the case may be, authorized to deal with the grievance. The party who receives the grievance shall provide the

other party with a receipt stating the date on which the grievance was received by him.

17.39 Presentation of Policy Grievance

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

17.40 There shall be no more than one (1) level in the grievance procedure.

17.41 The Employer and the Association shall designate a representative and shall notify each other of the title of the person so designated together with the title and address of the officer-in charge to whom a grievance is to be presented.

17.42 The Employer and the Association may present a grievance in the manner prescribed in clause 17.38, no later than the twenty-fifth (25th) day after the earlier of the day on which it received notification and the day on which it had knowledge of any act, omission or other matter giving rise to the policy grievance.

17.43 The Employer and the Association shall normally reply to the grievance within sixty (60) days when the grievance is presented.

17.44 The Employer or the Association, as the case may be, may by written notice to the officer-in-charge withdraw a grievance.

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

17.46 Reference to Adjudication

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

Expedited Adjudication

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

- (a) At the request of either party, a grievance that has been referred to adjudication may be dealt with through Expedited Adjudication with the consent of both parties.
- (b) When the parties agree that a particular grievance will proceed through Expedited Adjudication, the Association will submit to the PSLRB the consent form signed by the grievor or the bargaining agent.
- (c) 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 PSLRB or to the Adjudicator at the hearing.
- (d) No witnesses will testify.

- (e) The Adjudicator will be appointed by the PSLRB from among its members who have had at least three (3) years experience as a member of the Board.
- (f) Each Expedited Adjudication session will take place in Ottawa, unless the parties and the PSLRB agree otherwise. The cases will be scheduled jointly by the parties and the PSLRB, and will appear on the PSLRB schedule.
- (g) 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.
- (h) 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.

PART III - WORKING CONDITIONS

ARTICLE 18
HOURS OF WORK

18.01 Day Work

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

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

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

18.04

- (a) Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete the employee's weekly hours of employment in a period other than five (5) full days provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days the employee works an average of thirty-seven point five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every fourteen (14), twenty-one (21) or twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.

- (b) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

General

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

18.06 The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.

**ARTICLE 19
OVERTIME**

19.01 Assignment of Overtime Work

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

19.02 Overtime Compensation on a Normal Work Day

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

19.03 Overtime Compensation on a Day of Rest

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

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

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

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

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

19.06

- (a) Upon application by the employee and at the discretion of the Employer, overtime shall be compensated in cash except where, upon mutual agreement between the employee and the Employer, overtime may be compensated in compensatory leave with pay. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during

such leave shall be based on 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.

- (b) The Employer shall grant compensatory time off at times convenient to both the employee and the Employer.
- (c) Compensation leave earned in a fiscal year and outstanding on 30 September of the following fiscal year, as determined by the Employer, shall be paid at the employee's rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the 31 March of the previous fiscal year.
- (d) The Employer will endeavour to pay cash compensation for overtime within two (2) months from the pay period in which it is earned.

19.07 Meals

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

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

19.09

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

19.10

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

ARTICLE 20
CALL-BACK PAY

20.01

- (a) If an employee is called back to work:
 - (i) on a designated paid holiday which is not the employee's scheduled day of work,

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

or
 - (iii) after the employee has completed the employee's work for the day and has left the employee's place of work and returns to work at his or her normal place of work or at another work location designated by the Employer, the employee shall be paid the greater of,

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

or
 - (v) compensation at the applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.
- (b) The minimum payment referred to in subparagraph (a)(iv) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 27.11.
- (c) Upon application by the employee and at the discretion of the Employer, payments earned under this Article may be compensated in cash or in compensatory leave.

- (d) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- (e) Compensation leave earned in a fiscal year and outstanding on 30 September of the following fiscal year, as determined by the Employer shall be paid at the employee's rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the 31 March of the previous fiscal year.

20.02 An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work, 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, over an eight (8)-hour period which starts the first time an employee commences work, the employee shall be paid the greater of:

- (a) compensation at the applicable overtime rate for all accumulated time worked within the eight (8)-hour period,

or

- (b) compensation equivalent to one (1) hour's pay at the straight-time rate.

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

20.04 No Pyramiding of Payments

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

ARTICLE 21

STANDBY

21.01 When the Employer requires an employee to be available on standby during off-duty hours, such employee shall be compensated at the rate of

one-half (1/2) hour for each four (4) hour period or portion thereof for which the employee has been designated as being on standby duty.

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

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

21.04 An employee on standby who is required to report for work shall be paid, over an eight (8) hour period which starts the first time an employee commences work, in addition to the standby pay, the greater of:

- (a) the applicable overtime rate for the time worked within the eight (8) hour period,
- or
- (b) the minimum of four (4) hours' pay at the hourly rate of pay, except that this minimum shall apply only the first (1st) time that the employee is required to report for work during an eight (8) hour period.

21.05 An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work, 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, over an eight (8)-hour period which starts the first time an employee commences work, the employee shall be paid the greater of:

- (a) compensation at the applicable overtime rate for all accumulated time worked within the eight (8)-hour period,
- or
- (b) compensation equivalent to one (1) hour's pay at the straight-time rate.

21.06

Compensation earned under this Article may be taken in the form of Compensatory Leave at the applicable overtime rate.

- (a) Upon application by the employee and at the discretion of the Employer, payments earned under this Article may be compensated in cash or in compensatory leave.
- (b) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- (c) Compensation leave earned in a fiscal year and outstanding on 30 September of the following fiscal year, as determined by the Employer, shall be paid at the employee's rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the 31 March of the previous fiscal year.

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

21.08 No Pyramiding of Payments

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

ARTICLE 22

DESIGNATED PAID HOLIDAYS

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

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,

- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first (1st) Monday in August,
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

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

22.03

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

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

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

22.05 When an employee works on a holiday, the employee shall be paid at the rate of one point five (1.5) times the employee's hourly rate of pay for all hours worked up to seven point five (7.5) hours, and at the rate of two (2) times the employee's hourly rate of pay thereafter, in addition to the pay that the employee would have been granted had the employee not worked on the holiday.

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

- (a) Upon application by the employee and at the discretion of the Employer, payments referred to in clauses 22.05 and 22.06 may be compensated in cash or compensatory leave with pay.
- (b) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- (c) Compensatory leave earned in a fiscal year and outstanding on 30 September of the following fiscal year, as determined by the Employer, shall be paid at the employee's rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the 31 March of the previous fiscal year.

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

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

or

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

22.08

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

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

or

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

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

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

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

ARTICLE 23

RELIGIOUS OBSERVANCE

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

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

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

23.04 An employee who intends to request leave or time off under this Article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence, unless, because of unforeseeable circumstances, such notice cannot be given.

ARTICLE 24 TRAVELLING TIME

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

24.02 When an employee is required to travel outside the employee's headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 24.03 and 24.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than five (5) hours.

24.03 For the purposes of clauses 24.02 and 24.04, the travelling time for which an employee shall be compensated is as follows:

- (a) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer;
- (b) for travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's

destination and, upon the employee's return, direct back to the employee's residence or work place;

- (c) in the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

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

- (a) on a normal working day on which 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) the employee's regular pay for the day for a combined period of travel and work not exceeding the employee's regular scheduled working hours,
 - and
 - (ii) at the applicable overtime rate for additional travel time in excess of the employee's regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate of pay;
- (c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay at the straight-time rate of pay.

24.05 Compensation earned under this Article may be taken in the form of Compensatory Leave at the applicable overtime rate.

- (a) Upon application by the employee and at the discretion of the Employer, payments earned under this article may be compensated in cash or compensatory leave with pay.
- (b) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

- (c) Compensation leave earned in a fiscal year and outstanding on 30 September of the following fiscal year, as determined by the Employer, shall be paid at the employee's rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the 31 March of the previous year.

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

- (a) on a normal working day, the employee's regular pay for the day,

or
- (b) pay for actual hours worked in accordance with Article 22, Designated Paid Holidays and the overtime provisions of this Agreement.

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

24.08 Travel Status Leave

- (a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his or her permanent residence for forty (40) nights during a fiscal year shall be granted seven point five (7.5) hours off with pay. The employee shall be credited with seven point 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 point 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 paragraphs 19.06(b) and (c).

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 25
SEVERANCE PAY

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

(a) **Lay-off**

- (i) On the first lay-off two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- (ii) On second or subsequent lay-off one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under 25.01(a)(i).

(b) **Resignation**

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

(c) Rejection on Probation

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

(d) Retirement

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

or

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

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

(e) Death

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

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

25.02 The period of continuous employment used in the calculation of severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 25.01 above be pyramided.

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

ARTICLE 26

VARIABLE HOURS OF WORK

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

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

26.03 General Terms

- (a) The scheduled hours of work of any day as set forth in a work schedule, may exceed or be less than the regular workday hours; starting and

finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.

- (b) For day workers, such schedules shall provide that an employee's normal workweek shall average thirty-seven point five (37.5) hours per week over the life of the schedule. The maximum life of a schedule shall be twenty-eight (28) days.
- (c) Whenever an employee changes the employee's variable hours or no longer works variable hours, all appropriate adjustments will be made.

26.04 Specific Application

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

- (a) **Interpretation and Definitions**

"Daily rate of pay" - shall not apply.

- (b) **Overtime**

Overtime shall be compensated for all work performed:

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

(c) **Travel**

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

(d) **Designated Paid Holidays**

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

(ii) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the normal daily hours', at the rate of one point five (1.5) times the employee's hourly rate of pay up to the employee's regular scheduled hours worked and at the rate of two (2) times the employee's hourly rate of pay for all hours worked in excess of the employee's regular scheduled hours.

(iii) When an employee works on a Designated Paid Holiday, which is not the employee's scheduled day of work, contiguous to a day of rest on which the employee also worked and received overtime in accordance with this Article, the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on the holiday, two (2) times the employee's hourly rate of pay for all time worked.

(e) **Acting Pay**

The qualifying period for acting pay as specified in Article 55 shall be converted to hours.

ARTICLE 27

PART-TIME EMPLOYEES

Definition

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

General

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

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

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

27.05 Leave will only be provided:

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

or

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

Designated Holidays

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

27.07 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 22.01 of this Agreement, the employee shall be paid at the rate of one point five (1.5) times the employee's hourly rate of pay for all hours worked up to seven point five (7.5) hours and at the rate of two (2) times the employee's hourly rate of pay thereafter.

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

Overtime

27.09

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

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

Call-Back

27.11 When a part-time employee meets the requirements to receive call-back pay in accordance with clause 20.01 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

Reporting Pay

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

Bereavement Leave

27.13 Notwithstanding clause 27.02, there shall be no prorating of a “day” in Article 40, Bereavement Leave With Pay.

Vacation Leave

27.14 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 29.02, prorated and calculated as follows:

- (a) when the entitlement is nine point three seven five (9.375) hours a month, zero point two five (0.25) of the hours in the employee's workweek per month;
- (b) when the entitlement is twelve point five (12.5) hours a month, zero point three three three (0.333) of the hours in the employee's workweek per month;
- (c) when the entitlement is thirteen point seven five (13.75) hours per month, zero point three six seven (0.367) of the hours in the employee's workweek per month;
- (d) when the entitlement is fourteen point three seven five (14.375) hours a month, zero point three eight three (0.383) of the hours in the employee's workweek per month;
- (e) when the entitlement is fifteen point six two five (15.625) hours a month, zero point four one seven (0.417) of the hours in the employee's workweek per month;
- (f) when the entitlement is sixteen point eight seven five (16.875) hours a month, zero point four five zero (0.450) of the hours in the employee's workweek per month;
- (g) when the entitlement is eighteen point seven five (18.75) hours a month, zero point five (0.5) of the hours in the employee's workweek per month.

Sick Leave

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

27.16 Vacation and Sick Leave Administration

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

Severance Pay

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

PART IV - LEAVE

ARTICLE 28
LEAVE GENERAL

28.01

- (a) When an employee becomes subject to this Agreement, the employee's earned daily leave credits shall be converted into hours. When the employee ceases to be subject to this Agreement, the employee's earned hourly leave credits shall be reconverted into days, with one day being equal to seven point five (7.5) hours.
- (b) Earned leave credits or other leave entitlements shall be equal to seven point five (7.5) hours per day.

**

- (c) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.
- (d) Notwithstanding the above, in Article 40, Bereavement Leave with Pay, a "day" will mean a calendar day.

28.02 Except as otherwise specified in this Agreement, where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes.

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

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

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

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

**

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

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

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

ARTICLE 29

VACATION LEAVE WITH PAY

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

29.02 Accumulation of Vacation Leave Credits

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

- (a) nine point three seven five (9.375) hours, until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
- (b) twelve point five (12.5) hours, commencing with the month in which the employee's eighth (8th) anniversary of service occurs;

- (c) thirteen point seven five (13.75) hours, commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- (d) fourteen point three seven five (14.375) hours, commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- (e) fifteen point six two five (15.625) hours, commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- (f) sixteen point eight seven five (16.875) hours, commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- (g) eighteen point seven five (18.75) hours, commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;
- (h) for the purpose of clauses 29.02 and 29.15 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one (1) year following the date of lay-off.

29.03 Entitlement to Vacation Leave With Pay

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

Scheduling of Vacation Leave With Pay

29.04

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

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

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

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

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

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

29.07

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

- (b) Notwithstanding the maximum allowable carryover specified under 29.07(a), where the Employer cancels a period of vacation leave which has been previously approved in writing, and which cannot be rescheduled before the end of the vacation year, the cancelled leave may, at the request of the employee, be carried over and used in the next vacation year.

**

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

29.08 Recall from Vacation Leave With Pay

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

29.09 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 hours of earned but unused vacation leave with pay to the employee's credit by the hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment, except that the Employer shall grant the employee any vacation earned but not used by the employee before the employment is terminated by lay-off if the employee so requests because of a requirement to meet minimum continuous employment requirements for severance pay.

29.10 Appointment to a Separate Employer

Notwithstanding clause 29.09, an employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* may choose not to be paid for unused vacation, provided that the appointing organization will accept such credits.

29.11 Appointment from a Separate Employer

The Employer agrees to accept the unused vacation leave credits up to a maximum of thirty-five (35) days of an employee who resigns from an organization listed in Schedule V of the *Financial Administration Act* in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

29.12 Notwithstanding clause 29.09, an employee whose employment is terminated for cause pursuant to Section 12(1)(d) of the *Financial Administration Act* by reason of abandonment of the employee's position is entitled to receive the payment referred to in clause 29.09, if the employee requests it within six (6) months following the date upon which the employee's employment is terminated.

29.13 Advance Payments

- (a) The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.
- (b) Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay

entitlements and shall be recovered in full prior to any further payment of salary.

29.14 Cancellation of Vacation Leave

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

29.15

- (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 29.02(h).

**

- (b) The vacation leave credits provided in clauses 29.15(a) above shall be excluded from the application of paragraph 29.07 dealing with the Carry-over and/or Liquidation of Vacation Leave.

ARTICLE 30

SICK LEAVE WITH PAY

30.01 Credits

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

Granting of Sick Leave

30.02 An employee shall be granted sick leave with pay when 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 manner and at such time as may be determined by the Employer,

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

30.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury the employee was unable to perform the employee's duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 30.02(a).

30.04 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 30.02 above, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to one hundred and eighty-seven point five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for other than death or lay-off, the recovery of the advance from any monies owed the employee.

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

30.06 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

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

30.08 The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity pursuant to Section 12(1)(d) 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, except where the incapacity is the result of an injury or illness for which Injury on Duty Leave has been granted pursuant to clause 32.01.

ARTICLE 31

MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

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

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

ARTICLE 32

INJURY-ON-DUTY LEAVE

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

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

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

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

ARTICLE 33
MATERNITY LEAVE WITHOUT PAY

33.01 Maternity Leave without Pay

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

33.02 Maternity Allowance

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

and

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

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

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

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

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:

**

- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay and the CFO Transitional Allowance, where applicable, for each week of the waiting period, less any other monies earned during this period,

and

**

- (ii) for each week that the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate of pay and the CFO Transitional Allowance, where applicable, and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 33.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan maternity benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Québec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

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- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate and the CFO Transitional Allowance, where applicable, to which the employee is entitled for her substantive level to which she is appointed.

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- (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 and the CFO Transitional Allowance, where applicable, she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

33.03 Special Maternity Allowance for Totally Disabled Employees

**

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

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph 33.03(a)(i), the difference between ninety-three per cent (93%) of her weekly rate of pay and CFO

Transitional Allowance, where applicable,, and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 33.02 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance Plan maternity benefits for the reasons described in subparagraph 33.03(a)(i).

ARTICLE 34

MATERNITY-RELATED REASSIGNMENT OR LEAVE

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

**

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

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

- (a) modifies her job functions or reassigns her,

or

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

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

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

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

34.07 Notwithstanding 34.05, for an employee working in an institution where she is in direct and regular contact with offenders, if the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence with pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than at the time the employee proceeds on Maternity Leave Without Pay or the termination date of the pregnancy, whichever comes first.

ARTICLE 35

PARENTAL LEAVE WITHOUT PAY

35.01 Parental Leave Without Pay

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

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

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

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

- (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (g) Parental leave without pay taken by a couple employed in the Public Service shall not exceed a total of thirty-seven (37) weeks for both individuals combined. For the purpose of this paragraph, Public Service means any portion of the Public Service of Canada specified in Schedule I and IV of the *Financial Administration Act*.
- (h) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

35.02 Parental Allowance

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (j), providing he or she:
- (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer,
- and
- (iii) has signed an agreement with the Employer stating that:
 - (A) the employee will return to work on the expiry date of the employee's parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - (B) Following his or her return to work, as described in section (A), the employee will work for a period equal to

the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 33.02(a)(iii)(B), if applicable;

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

(allowance received)	X	(remaining period to be worked following the employee's return to work)
	—	
		[total period to be worked as specified in (B)]

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

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

**

- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of the employee's weekly rate of pay

- and the CFO Transitional Allowance, where applicable, for each week of the waiting period, less any other monies earned during this period;
- (ii) for each week in respect of which the employee receives parental, adoption or paternity benefits under the Employment Insurance of the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the CFO Transitional Allowance, where applicable, of pay and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
 - (iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay and the CFO Transitional Allowance, where applicable, for each week, less any other monies earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 35.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan parental benefits.
 - (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*, or the *Parental Insurance Act* in Québec.
 - (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month

period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

**

- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate and the CFO Transitional Allowance, where applicable, to which the employee is entitled for the substantive level to which she or he is appointed.

**

- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate and the CFO Transitional Allowance, where 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 parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

35.03 Special Parental Allowance for Totally Disabled Employees

**

- (a) An employee who:
- (i) fails to satisfy the eligibility requirement specified in subparagraph 35.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits,

and

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

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph 35.03(a)(i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the CFO Transitional Allowance, where applicable, and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 35.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from the Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph 35.03(a)(i).

ARTICLE 36

LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

36.01 Both parties recognize the importance of access to leave for the purpose of care for the immediate family.

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

36.03 Subject to clause 36.02, an employee shall be granted leave without pay for the Care of Immediate Family in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the

commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;

- (b) leave granted under this clause shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

**

- (e) notwithstanding clause 36.02 and paragraph 36.03(b) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.

**

- (f) leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.

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

36.05 All leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of previous Financial Management collective agreements or other agreements will not count towards the calculation of the maximum amount of time allowed for Care of Immediate Family during an employee's total period of employment in the Public Service.

36.06 Transitional provision

This transitional provision is applicable to employees who have been granted and have proceeded on leave on or after the date of signature of this agreement.

- (a) An employee who, on the date of signature of this agreement, is on Leave Without Pay for the Long-Term Care of a Parent (Article 38.01(a)) or on

Leave Without Pay for the Care and Nurturing of Pre-School Age Children (Article 36) under the terms of the agreement expired on November 6, 2001, continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.

- (b) An employee who becomes a member of the bargaining unit on or after the date of signature of this agreement and who is on Leave Without Pay for the Long-Term Care of a Parent or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of another agreement, continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.

ARTICLE 37

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

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

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

37.03 Subject to clause 37.02, the Employer shall grant leave with pay under the following circumstances:

- (a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- (b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- (c) to provide for the immediate and temporary care of an elderly member of the employee's family;

- (d) for needs directly related to the birth or to the adoption of the employee's child.

37.04 Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under 37.03(b) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

ARTICLE 38

LEAVE WITHOUT PAY FOR PERSONAL NEEDS

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

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

ARTICLE 39

LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE

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

ARTICLE 40
BEREAVEMENT LEAVE WITH PAY

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

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

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

40.04 If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 40.02 and 40.03, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

40.05 It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 40.02 and 40.03.

ARTICLE 41
COURT LEAVE

41.01 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;
- (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.

ARTICLE 42
PERSONNEL SELECTION LEAVE

42.01 Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the Public Service, as defined in the *Public Service 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.

ARTICLE 43

DEVELOPMENT LEAVE

43.01 Education Leave Without Pay

- (a) The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, the employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- (b) At the Employer's discretion, an employee on education leave without pay under this clause may receive an allowance in lieu of salary of up to one hundred per cent (100%) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- (c) Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- (d) As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.
- (e) If the employee:
 - (i) fails to complete the course;

- (ii) does not resume employment with the Employer on completion of the course;

or

- (iii) ceases to be employed, except by reason of death or lay-off, before termination of the period the employee has undertaken to serve after completion of the course;

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

43.02 Professional Development Leave With Pay

- (a) Professional development refers to an activity which in the opinion of the Employer is likely to be of assistance to the employee in furthering the employee's professional development and to the organization in achieving its goals. The following activities shall be deemed to be part of professional development:
 - (i) a course offered by a recognized academic institution;
 - (ii) workshops, short courses, seminars or study sessions related to the employee's field of specialization;

or

 - (iii) research in the employee's field of specialization not specifically related to the employee's assigned work projects, when in the opinion of the Employer, such research is needed to enable the employee to fill the employee's present role more adequately.
- (b) Upon written application by the employee, and with the approval of the Employer, professional development leave with pay may be given for any one of the activities described in paragraph (a) above. The employee shall receive no compensation under the Overtime and Travelling Time Articles during time spent on professional development leave provided for in this clause.
- (c) Employees on professional development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

43.03 Attendance at Conferences and Conventions

- (a) An employee shall have the opportunity, subject to operational requirements and budgetary constraints as determined by the Employer, to attend conferences, conventions or symposia related to the employee's field of specialization in order to benefit from an exchange of knowledge and experience with the employee's professional colleagues. The Employer may grant leave with pay and reasonable expenses, including registration fees, to attend such gatherings.
- (b) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status.
- (c) An employee invited to participate in a conference or convention in an official capacity such as to present a formal address or to give a course related to the employee's field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for the employee's payment of registration fees and reasonable travel expenses.
- (d) An employee shall not be entitled to any compensation under Article 19, Overtime, in respect of hours the employee is in attendance at a conference or convention under the provisions of this clause.
- (e) Compensation shall not be paid under Article 24, Travelling Time, in respect of hours travelling to or from a conference or convention under the provisions of this clause, unless the employee is required to attend by the Employer.

43.04 Examination Leave With Pay

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

ARTICLE 44

LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

44.01 Personal Leave

- (a) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven and half (7.5) hours of leave with pay for reasons of a personal nature.
- (b) 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.

44.02 Volunteer Leave

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

44.03 At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent the employee's reporting for duty; such leave shall not be unreasonably withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement.

PART V - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

ARTICLE 45
TECHNOLOGICAL CHANGE

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

45.02 In this Article “Technological Change” means:

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

and

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

45.03 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.

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

45.05 The written notice provided for in clause 45.04 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.

45.06 As soon as reasonably practicable after notice is given under clause 45.04, the Employer shall consult meaningfully with the Association concerning the effects of the technological change referred to in clause 45.05 on each group of employees. Such consultation will include but not necessarily be limited to the following:

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

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

ARTICLE 46

NO DISCRIMINATION

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

46.02

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

ARTICLE 47
SEXUAL HARASSMENT

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

47.02

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

ARTICLE 48
PENOLOGICAL FACTOR ALLOWANCE

General

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

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

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

Amount of PFA

48.03

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

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

Application of PFA

48.04 Penological Factor Allowance shall only be payable to the incumbent of a position on the establishment of, or loaned to, Correctional Staff Colleges, Regional Headquarters, and National Headquarters, when the conditions described in clause 48.01 above are applicable.

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

48.06 Except as prescribed in clause 48.09 below, an employee shall be entitled to receive PFA for any month in which he or she receives a minimum of ten (10) days’ pay in a position(s) to which PFA applies.

48.07 Except as provided in clause 48.08 below, PFA shall be adjusted when the incumbent of a position to which PFA applies, is appointed or assigned duties in another position to which a different level of PFA applies, regardless of whether such appointment or assignment is temporary or permanent, and for each month in which an employee performs duties in more than one position to which PFA applies, the employee shall receive the higher allowance, provided he or she has performed duties for at least ten (10) days as the incumbent of the position to which the higher allowance applies.

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

48.09 An employee will be entitled to receive PFA, in accordance with the PFA applicable to his or her regular position:

- (a) during any period of paid leave up to a maximum of sixty (60) consecutive calendar days,

or

- (b) during the full period of paid leave where an employee is granted injury-on-duty leave with pay because of an injury resulting from an act of violence from one or more inmates.

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

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

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

ARTICLE 49

STATEMENT OF DUTIES

49.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of the employee's position, including the classification level and, where applicable, the point rating allotted

by factor to the employee's position, and an organization chart depicting the position's place in the organization.

ARTICLE 50
EMPLOYEE PERFORMANCE
REVIEW AND EMPLOYEE FILES

50.01

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

50.02

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

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

50.04 Demotion or Non-Disciplinary Termination

When an employee is required to attend a meeting, the purpose of which is to demote or terminate the employee for cause pursuant to Section 12(1)(d) of the *Financial Administration Act*, the employee is entitled to have, at the employee's request, a representative of the Association attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.

ARTICLE 51

NATIONAL JOINT COUNCIL AGREEMENTS

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

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

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51.03

- (a) The following directives, policies or regulations, as amended from time to time by National Joint Council recommendation and which have been approved by the Treasury Board of Canada, form part of this Agreement:
- (1) Bilingualism Bonus Directive;
 - (2) Commuting Assistance Directive;
 - (3) First-Aid to the General Public – Allowance for Employees;
 - (4) Foreign Service Directives;
 - (5) Isolated Posts and Government Housing Directive;
 - (6) Memorandum of Understanding on Definition of Spouse;

- (7) NJC Integrated Relocation Directive;
- (8) Public Service Health Care Plan Directive;
- (9) Travel Directive;
- (10) Uniforms Directive;
- (11) Workforce Adjustment Directive.

Occupational Health and Safety

- (12) Motor Vehicle Operations Directive;
 - (13) Occupational Health and Safety Directive;
 - (14) Pesticides Directive.
- (b) During the term of this Agreement, other directives, policies or regulations may be added to the above noted list.

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

**ARTICLE 52
JOB SECURITY**

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

**ARTICLE 53
PROFESSIONAL ALLOWANCE**

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

53.02 Upon receipt of proof of payment, the Employer shall reimburse an employee's annual membership fees paid to either the Institute of Chartered Accountants (CA), the Society of Management Accountants (CMA) or the

Association of Certified General Accountants (CGA), when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.

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53.03 When the payment of such fees is not a requirement for the continuation of the performance of the duties of an employee's position, but eligibility for a professional accounting designation from one of these associations is a qualification specified in the Standards for Selection and Assessment for the Financial Management Group, the Employer shall reimburse the employee, upon receipt of proof of payment, for the employee's annual membership fees paid to one of the associations referred to in clause 53.02 to a maximum of one thousand two hundred and fifty (\$1,250) dollars. This maximum amount is increased effective January 1, 2008, for fees that become due and are paid following that date. The Employer shall reimburse annual fees paid to one of the associations referred to in clause 53.02 for employees pursuing a formal study program to obtain a professional accounting designation (CA, CMA or CGA).

53.04 Reimbursement covered by this Article does not include arrears of previous years' dues.

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

PART VI - PAY AND DURATION

ARTICLE 54
PAY ADMINISTRATION

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

54.02 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.

54.03

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

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

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

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

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

(iii) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is

shown immediately below the rate of pay being received prior to the revisions;

- (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 *Public Service Terms and Conditions of Employment Regulations*, 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 revisions;
- (v) no payment or no notification shall be made pursuant to paragraph (c) for one dollar (\$1) or less.

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

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

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

**ARTICLE 55
ACTING PAY**

55.01

- (a) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least three (3) consecutive working days, the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts.
- (b) When a day designated as a paid holiday occurs during the qualifying period the holiday shall be considered as a day worked for purposes of the qualifying period.

**ARTICLE 56
AGREEMENT RE-OPENER CLAUSE**

56.01 This Agreement may be amended by mutual consent.

**ARTICLE 57
DURATION**

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57.01 The duration of this Agreement shall be from the date it is signed to November 6, 2009.

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

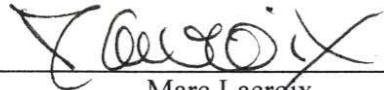
57.03 The provisions of this Agreement shall be implemented by the parties within a period of ninety (90) days from the date of signing.

SIGNED AT OTTAWA, this 6th day of the month of June 2008.


THE TREASURY BOARD
OF
CANADA


Hélène Laurendeau

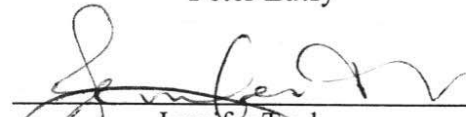

Kevin Marchand

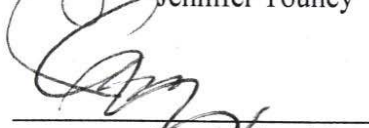

Marc Lacroix


Jean-Luc Caron



Nadia Dellavalle



Peter Lutfy

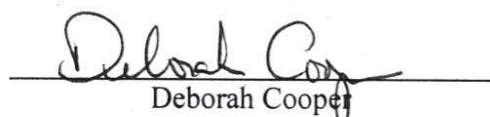

Jennifer Touhey

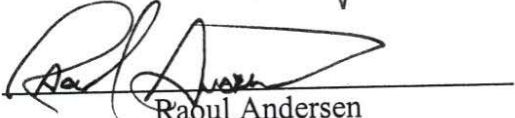

Claude Tremblay

THE ASSOCIATION OF
CANADIAN FINANCIAL
OFFICERS

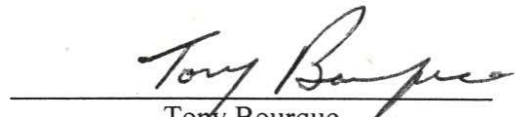

Milt Isaacs

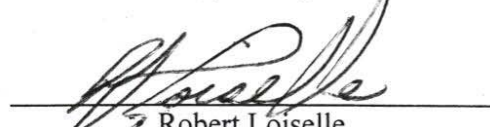

Scott Chamberlain


Deborah Cooper


Raoul Andersen


Nicole Bishop-Tempke


Tony Bourque


Robert Loiselle


Michael Peters

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

(in dollars)

- A) **Effective November 7, 2007**
 X) **Effective November 7, 2008 - Restructure**
 B) **Effective November 7, 2008**

FI - DEVELOPMENT

From:	\$	24018	to	44154
To:	A	24570	to	45170
	X	24570	to	45170
	B	25135	to	46209

FI-1

From:	\$	44919	46994	49073	51152	53225
To:	A	45952	48075	50202	52328	54449
	X	45952	48075	50202	52328	54449
	B	47009	49181	51357	53532	55701

From:	\$	55308	57384	59461	61776
To:	A	56580	58704	60829	63197
	X	56580	58704	60829	64461
	B	57881	60054	62228	65944

FI-2

From:	\$	54677	57213	59750	62288	64826
To:	A	55935	58529	61124	63721	66317
	X	55935	58529	61124	63721	66317
	B	57222	59875	62530	65187	67842

From:	\$	67363	69898	72719
To:	A	68912	71506	74392
	X	68912	71506	75880
	B	70497	73151	77625

FI-3

From:	\$	69185	72100	75014	77926	80840
To:	A	70776	73758	76739	79718	82699
	X	70776	73758	76739	79718	82699
	B	72404	75454	78504	81552	84601

From:	\$	84077	87440
To:	A	86011	89451
	X	86011	91240
	B	87989	93339

FI-4

From:	\$	77269	80545	83827	87110	90392
To:	A	79046	82398	85755	89114	92471
	X	79046	82398	85755	89114	92471
	B	80864	84293	87727	91164	94598

From:	\$	94034	97795
To:	A	96197	100044
	X	96197	102045
	B	98410	104392

PAY NOTES**Pay Increment**

(1)

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

Pay Adjustment (FI-DEV.)

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- (2) An employee being paid in the Financial Management Development range shall have the employee's rate of pay increased on:
 - (a) November 7, 2007, to a pay rate within the "A" range which is two point three percent (2.3%) higher than the employee's former rate of pay,

- (b) November 7, 2008, to a pay rate within the “B” range which is two point three percent (2.3%) higher than the employee’s former rate of pay,

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Restructure

- (3) Effective November 7, 2008, prior to any other pay revision which occurs on that date, all employees shall be paid in the “X” scale of rates at the rate of pay which is immediately below the employee’s rate of pay.

****APPENDIX “B”**

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TREASURY BOARD
(HEREINAFTER CALLED THE EMPLOYER)
AND
THE ASSOCIATION OF CANADIAN FINANCIAL OFFICERS
(HEREINAFTER CALLED THE ASSOCIATION)
IN RESPECT OF
THE FINANCIAL MANAGEMENT GROUP**

Preamble

In order to compensate for specific responsibilities associated with the implementation of the Chief Financial Officer (CFO) Model during the period of transition, the Employer will provide a CFO Transitional Allowance to incumbents of positions at the FI-01 through FI-04 levels for the performance of duties in the Financial Management Group.

Application

1. The parties agree that incumbents of positions identified above shall be eligible to receive a “Chief Financial Officer (CFO) Transitional Allowance” as specified in 1(a) and 1(b) subject to the following conditions:
 - (a) Effective November 7, 2005 and ceasing on November 6, 2008, a Transitional Allowance is to be paid to employees at the maximum of each level in accordance with the following grid:

Chief Financial Officer (CFO) Transitional Allowance	
	% of Level Maximum
FI-1	2%
FI-2	2%
FI-3	3%
FI-4	4%

- (b) Effective November 7, 2008, the percentage by which the Transitional Allowance is reduced from the previous grid will be rolled into salary at the maximum of each applicable level. Also effective November 7, 2008, a Transitional Allowance is to be paid to employees at the maximum of each level identified in accordance with the following grid:

Chief Financial Officer (CFO) Transitional Allowance	
	% of Level Maximum
FI-3	1%
FI-4	2%

- (c) The Chief Financial Officer (CFO) Transitional Allowance specified above does not form part of an employee’s salary.
 - (d) An employee shall be paid the Chief Financial Officer (CFO) Transitional Allowance for each calendar month for which the employee receives at least ten (10) days’ pay.
 - (e) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
 - (f) The value of the Chief Financial Officer (CFO) Transitional Allowance payable is at the value specified in 1(a) or 1(b) for the level prescribed in the certificate of appointment of the employee’s substantive position.
 - (g) When an employee in receipt of the Chief Financial Officer (CFO) Transitional Allowance is required by the Employer to perform the duties of a higher classification level within the FI bargaining unit the Transitional Allowance of the substantive position shall continue until such time as the employee qualifies for the CFO Transitional Allowance for the higher level.
2. Part-time employees shall be entitled to the Allowance on a pro rata basis.
 3. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
 4. This Memorandum of Understanding expires on November 6, 2009.