



Treasury Board of Canada  
Secrétariat

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SEP.	21	12	82
TOTAL	30	09	84
No. de EMPLOYES	36		
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**Group:**

# HOME ECONOMICS (all employees)

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

066 5901

code: 213/82

Expiry date:  
September 30, 1984

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Canada

(1)  
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\*\*Asterisks denote changes from previous Agreement

ARTICLE 1PURPOSE AND RECOGNITION

1.01 The parties are determined to establish within the framework provided by law an effective working relationship at all levels of the Public Service in which employees of the bargaining unit are employed.

1.02 The Employer recognizes the Institute as the exclusive bargaining agent for all employees in the bargaining unit as described in clause 2.01 (a), and agrees to bargain collectively in accordance with the provisions of the Public Service Staff Relations Act.

ARTICLE 2INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement,
- (a) "bargaining unit" means all the employees of the Employer in the Home Economics Group, Scientific and Professional Category, as described in the certificate issued by the Public Service Staff Relations Board on the fifteenth day of November, 1967;
  - (b) "continuous employment" has the same meaning as in the existing rules and regulations of the Employer on the date of the signing of this Agreement;
  - (c) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
  - (d) "day of rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence;
  - (e) "double time" means twice (2) the hourly rate of pay;

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- (f) "employee" means a person who is a member of the bargaining unit;
- (g) "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;
- (h) "overtime" means authorized work performed by an employee in excess of his normal daily hours of work or on his day of rest;
- (i) "headquarters area" has the same meaning as given to the expression in the Travel Directive;
- (j) "holiday" means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a holiday in this Agreement;
- (k) "hourly rate of pay" means an employee's weekly rate of pay divided by thirty-seven and one-half (37½);
- (l) "Institute" means the Professional Institute of the Public Service of Canada;
- (m) "lay-off" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;
- (n) "leave" means authorized absence from duty;
- (o) "membership dues" means the dues established pursuant to the by-laws and regulations of the Institute as the dues payable by its members as a consequence of their membership in the Institute, and shall not include any initiation fee, insurance premium, or special levy;
- (p) "time and one-half" means one and one-half (1½) times the hourly rate of pay;
- (q) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176;

and

(r) a "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person of the opposite sex, publicly represented that person to be his/her spouse, and lives and intends to continue to live with that person as if that person were his/her spouse.

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

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

and

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

2.03 In this Agreement words importing the masculine gender shall include the feminine gender.

### ARTICLE 3

#### OFFICIAL TEXTS

3.01 Both the English and French texts of this Agreement are official.

### ARTICLE 4

#### INTERPRETATION OF AGREEMENT

4.01 The parties agree that, in the event of a dispute arising out of the interpretation of a clause or article in this Agreement, such dispute shall in the first instance be referred in writing to the parties who will meet within a reasonable time and seek to resolve the problem.

**ARTICLE 5****MANAGEMENT RIGHTS**

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

**RIGHTS OF EMPLOYEES**

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

**ARTICLE 7****APPOINTMENT OF STEWARDS**

**7.01** The Employer acknowledges the right of the Institute to appoint employees as stewards.

**7.02** The Employer and the Institute shall determine the jurisdiction of each steward, having regard to the plan of organization, the distribution of employees and the administrative structure implied by the grievance procedure.

**7.03** The Institute shall notify the Employer promptly and in writing of the names and jurisdiction of its stewards.



ARTICLE 8LEAVE FOR STEWARDS

8.01 Upon receiving permission From his immediate supervisor, a steward may investigate employee complaints, meet local management to deal with such complaints and attend meetings called by management during normal hours of work. Such permission shall not be unreasonably withheld. When such activities require the steward to leave his normal Place of work, the steward shall report his return to his supervisor wherever practicable.

ARTICLE 9INFORMATION

9.01 The Employer agrees to provide the Institute with a quarterly list of those employees who have entered together with a list of those employees who have left the bargaining unit during the period covered by the list. The list shall indicate the name, employing department, geographical location and classification of the employee.

9.02 The Employer agrees to supply each employee with a copy of the Collective Agreement and any amendments thereto.

ARTICLE 10USE OF EMPLOYER FACILITIES

10.01 A duly-accredited representative of the Institute may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case be obtained from the Employer.

10.02 The Employer will provide specific bulletin board space for the use of the Institute at suitable locations accessible to employees, sites to be determined by the Employer and the Institute, provided that the use of such boards by the Institute shall be restricted to the posting of information relating to the business affairs, meetings, social events and reports of various committees of the Institute, and shall contain nothing that is adverse to the interest of the Employer. Copies of information to be posted shall be supplied to the Department Head concerned. The Employer shall have the right to refuse the parting of any information he considers adverse to his interests.

10.03 The Employer shall continue its present practice of making available to the Institute, specific locations on its premises for the placement of Institute literature.

#### ARTICLE 11

##### LEAVE WITH OR WITHOUT PAY FOR INSTITUTE BUSINESS OR FOR OTHER ACTIVITIES UNDER THE PUBLIC SERVICE STAFF RELATIONS ACT

#### 11.01 PUBLIC SERVICE STAFF RELATIONS BOARD HEARINGS

- (1) Complaints made to the Public Service Staff Relations Board pursuant to Section 20 of the Public Service Staff Relations Act

Where operational requirements permit, the Employer will grant leave with pay:

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

and

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

(2) Applications for Certification, Representations and Interventions with respect to Applications for Certification

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

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

and

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

(3) Employee called as a Witness

The Employer will grant leave with pay:

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

and

(b) where operational requirements permit, to an employee called as a witness by an employee or the Institute.

11.02 ARBITRATION BOARD AND CONCILIATION BOARD HEARINGS

(1) When operational requirements permit, the Employer will grant leave with pay to an employee representing the Institute before an Arbitration Board or Conciliation Board.

(2) Employee called as a Witness

The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or Conciliation Board and, where operational requirements permit, leave with pay to an employee called as a witness by the Institute.

11.03 ADJUDICATION(1) Employee who is a Party

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

(2) Employee who Acts as Representative

Where operational requirements permit, the Employer will grant leave with pay to the representative of an employee who is a party.

(3) Employee called as a Witness

Where operational requirements permit, the Employer will grant leave with pay to a witness called by an employee who is a party.

11.04 MEETINGS DURING THE GRIEVANCE PROCESS(1) Employee Presenting Grievance

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

- (a) where the Employer originates a meeting with the employee who has presented the grievance, leave with pay when the meeting is held in the headquarters area of such employee and "on duty" status when the meeting is held outside the headquarters area of such employee;

and

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

(2) Employee who Acts as Representative

Where an employee wishes to represent at a meeting with the Employer, an employee who has presented a grievance, the Employer will, where operational requirements permit, grant leave with pay to the representative when the meeting is held In the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

(3) Grievance Investigations

Where an employee has asked or is obliged to be represented by the institute in relation to the presentation of a grievance and in employee acting on behalf of the Institute wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational leave with pay for this purpose when the discussion takes place In the headquarters area of such employee and larva without pay when It takes place outside the headquarters area of such employee.

11.05 CONTRACT NEGOTIATIONS MEETINGS

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

11.06 PREPARATORY CONTRACT NEGOTIATIONS MEETINGS

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

11.07 MEETINGS BETWEEN THE INSTITUTE AND MANAGEMENT

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

11.08 INSTITUTE EXECUTIVE COUNCIL MEETINGS AND CONVENTIONS

Where operational requirements permit, the Employer will grant leave without pay to an employee to attend Executive Council Meetings and Conventions of the Institute.

11.09 STEWARDS TRAINING COURSES

Where operational requirements permit, the Employer will grant leave without pay to an employee who exercises the authority of a Steward on behalf of the Institute to undertake training related to the duties of a Steward.

ARTICLE 12CHECK-OFF

12.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of the membership dues from the monthly pay of all employees in the bargaining unit.

12.02 The Institute shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 12.01.

12.03 For the purpose of applying clause 12.01, deductions from pay for each employee in respect of each month will start with the first full month of employment to the extent that earnings are available.

12.04 An employee who satisfies the Employer to the extent that he declares in an affidavit that he is a member of a religious organization registered pursuant

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

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

12.06 The amounts deducted in accordance with clause 12.01 shall be remitted to the Institute 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 his behalf.

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

12.08 The Institute agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer that shall be limited to the amount of the unremitted membership dues.

### ARTICLE 13

#### HOURS OF WORK

13.01 The normal work week shall be thirty-seven and one-half (37½) hours, and the normal daily hours of work shall be seven and one-half (7½) hours. These hours may be varied at the Employer's discretion to allow for summer and winter hours, provided that the annual total is not changed.

## 13.02

- (a) The normal work week shall be Monday through Friday and the normal work day shall be scheduled between 7:00 a.m. and 7:00 p.m.
- (b) Notwithstanding (a) above, the work week of Dietitians employed in hospitals may be varied to accommodate local operational requirements provided that such variations are not contrary to the provisions of clauses 13.01 and 13.03.

13.03 Except when operational requirements do not permit, an employee shall be granted two (2) consecutive days of rest during each seven (7)-day period.

13.04 Employees will submit monthly attendance registers; only those hours of extra professional services and leave need be specified.

- \*\* 13.05 Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his weekly hours of employment in a period of other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven and one-half (37½) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for him.

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.



ARTICLE 14

OVERTIME

14.01 When an employee is required by the Employer to work overtime, compensation shall be granted on the basis of time and one-half ( $1\frac{1}{2}$ ) for each hour worked in excess of seven and one-half ( $7\frac{1}{2}$ ) hours worked.

14.02 Subject to clause 14.04:

- (a) an employee who is required to work on a day of rest is entitled to compensation at time and one-half ( $1\frac{1}{2}$ );
- b) an employee who is required to work on a second day of rest is entitled to compensation at double (2) time provided that the employee also worked on the first day of rest. Second day of rest means the second day in an unbroken series of consecutive and contiguous calendar days of rest.

14.03 Call-Back

When an employee is called back to work by the Employer without prior notice at any time outside his normal working hours he shall be entitled to the greater of:

- (1) a minimum of three (3) hours' pay at the applicable overtime rate.

or

- (ii) compensation at the applicable overtime rate for each hour worked,

provided that the period worked is not contiguous to his scheduled working hours.

14.04 All calculation for overtime shall be based on each completed fifteen (15) minutes worked.

14.05 Except in cases of emergency, call back, or mutual agreement; the Employer shall, wherever possible, give at least twelve (12) hours' notice of any requirement for the performance of overtime.

14.06 Cash payments for overtime will be made at the end of the second pay period after the pay period in which the hours were earned. Upon application by the employee and at the discretion of the Employer, compensatory leave earned under this Article may be taken in lieu of overtime pay. Compensatory leave taken in lieu of overtime pay will be calculated at the applicable overtime rate provided in this Article.

Compensatory leave outstanding at the end of a fiscal year shall be paid in cash and shall be calculated on the employee's hour-for-hour rate on the last day of the fiscal year.

14.07 When an employee is required to report for work and reports under the conditions described in clause 14.03 and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:

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

or

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

14.08 An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed for one meal in the amount of four dollars (\$4.00) except where a free meal can be provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order to take a meal break either at or adjacent to his place of work.

ARTICLE 15TRAVELLING TIME

**15.01** When the Employer requires an employee to travel on his normal day of work outside his headquarters area for the purpose of performing duties, the employee shall be compensated in the following manner.

- (a) On a normal working day on which he travels but does not work, the employee shall receive his regular pay for the day.
- (b) On a normal working day on which he travels and works, the employee shall be paid:
  - (i) his regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7½) hours,
  - and
  - (ii) at the applicable overtime rate for additional travel time in excess of a seven and one-half (7½) hour period of work and travel, with a maximum payment for such additional travel time not to exceed seven and one-half (7½) hours' pay at the hourly rate in any day.
- (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of seven and one-half (7½) hours' pay at the hourly rate.

**15.02** All calculations for travel time shall be based on each completed half (½) hour of travel.

**15.03** An employee shall only be compensated for the amount of time that the schedule of the fastest available scheduled means of transportation specifies, measured between the scheduled departure and arrival times of that means of transportation for the journey undertaken by the employee.

15.04 Notwithstanding clause 15.03, when for operational reasons the Employer approves the use of a scheduled means of transportation other than the fastest, an employee shall only be compensated for the amount of time that the schedule of such approved means of transportation specifies, measured between the scheduled departure and arrival times of that approved means of transportation for the journey undertaken by the employee.

15.05 Notwithstanding clause 15.03, when for operational reasons the Employer approves the use of an unscheduled means of transportation, an employee shall be compensated for the amount of time that it normally and reasonably requires to travel between the employee's departure point and his destination by his approved means of transportation.

15.06 Upon application by the employee and at the discretion of the Employer compensation earned under this Article may be taken in the form of compensatory leave. Compensatory leave taken in accordance with this Article will be calculated at the applicable rate laid down in this Article.

Compensatory leave outstanding at the end of a fiscal year shall be paid in cash and shall be calculated at the employee's hourly rate of pay on the last day of the fiscal year.

## ARTICLE 16

### PAY

16.01 Except as provided in clauses 16.02, 16.03, 16.04, 16.05, 16.06, 16.07 and 16.08, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

#### 16.02

- \*\* (a) The rate of pay on initial appointment to HE-DIT-1 shall be:

- \*\* (1) the first rate of the salary scale for persons ~~with~~ less than one (1) year of recent and relevant experience;
- \*\* (ii) the second rate of the salary scale for persons with one (1) year, but less than two (2) years of recent and relevant ~~experience~~;
- \*\* (iii) the third rate of the salary scale for persons with two (2) years, but less than three (3) years of recent and relevant experience;
- \*\* (iv) the fourth rate of the salary scale for persons with three (3) years, but less than four (4) years of recent and relevant experience;
- \*\* (v) the ~~first~~ fifth rate of the salary scale for persons with four (4) years, but less than ~~five~~ (5) years of recent and relevant experience;
- \*\* (vi) ~~the~~ sixth rate of the salary scale for persons with five (5) years, but less than ~~six~~ (6) years of recent and relevant experience;
- \*\* (vii) ~~the~~ seventh rate of the salary scale for persons with six (6) years, but less than seven (7) years of recent and relevant experience.
- \*\* (b) The rate of pay on Initial appointment to HE-ADV-1 shall ~~be~~:
- \*\* (1) the ~~first~~ rate of the salary scale for persons with less ~~than~~ one (1) year of recent and relevant experience;
- \*\* (ii) the second rate of the salary scale for persons with one (1) year, but less than two (2) years of recent and relevant experience;

- \*\* (iii) the third rate of the salary scale for persons with two (2) years, but less than three (3) years of recent and relevant experience;
  - \*\* (iv) the fourth rate of the salary scale for persons with three (3) years, but less than four (4) years of recent and relevant experience;
  - \*\* (v) the fifth rate of the salary scale for persons with four (4) years, but less than five (5) years of recent and relevant experience.
- \*\* (c) The rate of pay on **initial appointment** to **HE-HME-2** shall be:
- \*\* (i) the first rate of the salary scale for persons with **less** than **one** (1) year of recent and relevant experience;
  - \*\* (ii) the second **rate** of the salary scale for persons with one (1) year, but less than two (2) years of recent and relevant experience;
  - \*\* (iii) the third rate of the salary scale for persons with two (2) years, but **less** than three (3) years of recent and relevant experience;
  - \*\* (iv) the fourth rate of the salary scale for persons with three (3) years, but less than four (4) years of recent and relevant experience;
  - \*\* (v) the fifth rate of the salary scale for persons with four (4) years, but **less** than five (5) years of recent and relevant **experience**;
  - \*\* (vi) the sixth rate of the salary scale for persons with **five** (5) years, but less than six (6) years of recent and relevant experience.

- \*\* (d) Where an employee was promoted or transferred and paid at a rate of pay above the rates specified by the regulations for the promotion or transfer, he shall be paid in the new scale of rates at the rate of pay nearest to, but not less than the rate at which he was appointed.

16.03 The rates of pay set forth in Appendix "A" shall become effective on the dates specified therein and shall be applied in accordance with the Retroactive Remuneration Regulations subject to Note 2 of Appendix "A" for employees appointed in the retroactive period.

16.04 When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts, as follows:

the qualifying period for the payment of acting pay is two (2) consecutive working days for DIT-1 level and five (5) consecutive work days for all other levels and sub-groups.

16.05 Compensation for overtime which has been paid to an employee during the period covered by the retroactive pay Inserter will be recomputed and the difference between the amount paid on the old salary basis and the amount payable on the new salary basis will be paid to the employee.

16.06 The pay increment rate for an employee appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after October 2, 1978 shall be the first Monday following the pay increment period specified in clause 16.07 as calculated from the date of the promotion, demotion or appointment from outside the Public Service.

#### 16.07

- (a) The pay increment period for a full-time employee is twelve (12) months.

- (b) A **part-time** employee shall be eligible to receive a pay increment when he has worked a total of nineteen hundred and fifty (1950) hours at the **hourly rate** of pay during a period of employment provided that the **maximum** rate for the employee's sub-group and level **is** not exceeded.

**16.08** A pay increment shall be the next higher rate in the scale of rates,

## ARTICLE 17

### DESIGNATED PAID HOLIDAYS

**17.01** Subject to clause **17.02**, 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) Dominion Day,
- (f) Labour **Day**,
- (g) the day fixed by proclamation of the Governor in Council as a general day of **Thanksgiving**,
- (h) Remembrance Day,
- (i) Christmas **Day**,
- (j) **Boxing Day**,
- (k) one additional day in each year **that**, in **the** opinion of the Employer, **is** recognized to be a provincial or **civic** holiday in the area in which the employee **is employed** or in any area where,



in the **opinion** of the Employer, no such **day** is **recognized** as a **provincial** or **civic holiday**, the first Monday in August,

and

- (1) One **additional** day when proclaimed by an Act of Parliament as a **National Holiday**.

**17.02** Clause 17.01 does not apply to an employee who is absent without pay on both his **normal** working day immediately preceding and his normal working day **following** the designated **paid** holiday, except in the case of an employee who is granted **leave** without **pay** under the provisions of Article 11.

**17.03** Holiday Falling on a Day of Rest

When a day designated as a **paid** holiday under clause 17.01 **coincides** with an employee's **day** of rest, the holiday shall be **moved** to the employee's first **normal working** day following his day of rest.

**17.04** When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 17.03:

- (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.

**17.05** Compensation for **Work** on a Paid Holiday

- (a) Where an employee is **required** to work on a **paid holiday**, he shall be paid, in **addition** to the pay **that** he would have been granted had he not worked on a **paid** holiday, compensation for all hours worked by **him** on the holiday at one and one-half (~~1½~~) times the **rate** of his hourly **remuneration**,

or

(b) Upon **request**, and with the approval of the Employer, he ~~may be~~ granted:

(i) a day of leave with pay at a later date in lieu of the **holiday**,

and

(ii) pay at time and one-half (~~1½~~) for all hours worked by him on the holiday.

Compensatory **leave** outstanding at the end of a fiscal year shall **be paid** in cash and shall be calculated in accordance with the **provisions** of clause **17.05** (a).

#### 17.06 Holiday Coinciding with a Day of Paid Leave

Where a day ~~that is a~~ designated **holiday** for an employee falls **within** a period of leave with pay, the holiday shall not **count as** a day of leave.

### ARTICLE 18

#### VACATION LEAVE WITH PAY

##### 18.01 Accumulation of Vacation Leave Credits

An employee who has earned at least ten (**10**) days' pay for **each calendar month** of a fiscal year shall earn vacation leave credits at the **following** rates:

- (a) one and one-quarter (~~1½~~) days per month until the month in which he completes two (2) years of **service**;
- (b) one and two-thirds (**1 2/3**) days per month **commen-**  
**cincing** with the month in which he completes **two**  
(2) years of **service**;

- \*\* (c) two and one-twelfth (2 1/12) **days** per month commencing with the month in which he completes twenty (20) years of service;
- (d) notwithstanding the **provisions** of clause 18.01 (b) and (c), an employee who is entitled to **or** who has received furlough leave, pursuant to clause 18.03, shall have **his vacation** leave credits **earned** under this Article, reduced by five-twelfths (5/12ths) of a day per month from the beginning of the month in which he completes **his** twentieth (20th) year of continuous **employ- ment until** the **beginning** of the month in which he completes his twenty-fifth (25th) year of continuous employment.
- \*\* 18.02 For the purpose of this Article, "**service**" means all periods of **employment** in the **Public Service**, whether **continuous** or discontinuous, except where a person who on **leaving** the **Public Service**, taker or **has taken** severance pay, retiring leave or a cash gratuity **In lieu** thereof. However, **discontinuous** service shall count **for** the purpose of **determining** vacation leave entitlement when an employee who receives severance pay on lay-off **is re-appointed** to the **Public Service** within one year following the date of lay-off.

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

#### 18.04 Granting of Vacation Leave with Pay:

The Employer reserves the **right** to schedule an employee's vacation leave **with** pay but subject to operational requirements. shall make reasonable effort

- (a) to grant **an** employee's **vacation** leave with pay in an amount and at such time as the employee may request;

- (b) not to recall an employee to duty after he has proceeded on vacation leave with pay.

**18.05 Entitlement to Vacation Leave With Pay**

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

**18.06** If at the end of a fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half ( $\frac{1}{2}$ ) day, the entitlement shall be increased to the nearest half ( $\frac{1}{2}$ ) day.

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

- (a) is granted bereavement leave,

or

- (b) is granted leave with pay because of illness in the immediate family,

or

- (c) is granted sick leave on production of a medical certificate,

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

**18.08 Carry-Over Provisions**

When operational requirements prevent the Employer from scheduling all the vacation leave with pay earned by an employee, the remaining portion of his vacation leave shall be carried over into the following fiscal year.

**18.09** The Employer will **make** reasonable effort to comply with a request made by the employee before January 1 that he be **permitted** to carry over into the following **fiscal** year, any period of vacation leave with pay earned by him **in** the current fiscal year.

**18.10** During any vacation year, upon application by the employee and at the **discretion** of the Employer, earned but unused vacation leave credits in excess of fifteen (15) days may be paid in cash at the employee's daily rate of pay as **calculated** from the classification **prescribed in** his certificate of appointment of **his** substantive **position** on March 31st, of the previous vacation year.

**18.11** Recall From Vacation Leave with Pay

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

(a) in proceeding to his place of duty,

and

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

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

**18.12** The employee shall not be considered as being on vacation leave with pay during any period in respect of which he is entitled under clause 18.09 to be reimbursed for reasonable expenses incurred by him.

**18.13** When the Employer cancels or alters a scheduled period of vacation or furlough leave of an employee, the employee shall be reimbursed for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to presentation of such documentation as the Employer may require.

**18.14 Leave When Employment Terminates**

When an employee dies or otherwise ceases to be employed, he or his estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation and furlough leave with pay to his credit by the daily rate of pay applicable to his authorized classification immediately prior to the termination of his employment.

**18.15** Notwithstanding clause 18.14, an employee whose employment is terminated by reason of a declaration that he abandoned his position, is entitled to receive the payment referred to in clause 18.14, if he requests it within six (6) months following the date upon which his employment is terminated.

**ARTICLE 19****SICK LEAVE WITH PAY****19.01 Credits**

An employee shall earn sick leave credits at the rate of one and one-quarter (1.25) days for each calendar month for which he receives pay for at least ten (10) days.

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

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

and

- (b) he has the necessary sick leave credits.

**19.03** 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.

19.04 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 19.02, sick leave with pay may, at the discretion of the Employer, be granted:

- (a) for a period of up to twenty-five (25) days if he is awaiting a decision on an application for injury-on-duty leave,

or

- (b) for a period of up to fifteen (15) days if he has not submitted an application for injury-on-duty leave,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

## ARTICLE 20

### OTHER LEAVE WITH OR WITHOUT PAY

20.01 For the purpose of this Agreement, Sections 39 to 42 inclusive of the Public Service Terms and Conditions of Employment Regulations in respect of special leave do not apply.

#### 20.02 Marriage Leave With Pay

After the completion of one (1) year's continuous employment in the Public Service, an employee who gives the Employer at least ten (10) days' notice, shall be granted leave with pay for up to five (5) days, for the purpose of getting married, provided suitable arrangements can be made so that the taking of such leave with pay does not interfere with the employee's professional responsibilities.

#### 20.03 Bereavement Leave With Pay

For the purpose of this clause, immediate family is defined as father, mother, (or alternatively step-father, stepmother or foster parent) brother, sister, spouse, (including common-law spouse resident with the

employee], child, (Including **child** of **common-law** spouse) **stepchild** or ward of the employee, father-in-law, mother-in-law, and relative **permanently** residing in the employee's household or with whom the employee **permanently** resides.

- (a) When a **member** of his **immediate** family dies, an employee shall be granted bereavement leave **for** a period of up to four (4) consecutive days and not extending beyond the day following the funeral. During such period he shall be granted leave with pay **for those** days which would have been regularly scheduled **working** days. In addition, he may be granted up to three (3) days' **special** leave with pay for the purpose of travel to and **from** the place of the funeral.
- (b) An employee shall be granted leave **with pay up to a maximum** of one day, in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law or **grandchild**.

#### 20.04 Court Leave With Pay

Leave **with pay** shall be given to every employee, other than an employee already on leave without **pay**, on education **leave**, or under suspension who is required:

- (a) to serve on a jury;

or

- (b) by subpoena or summons to attend as a witness in any proceeding held
- (I) in or under the authority of a court of justice or before a grand jury,
- (ii) before a court, Judge, justice, magistrate or coroner,



- (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of his 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.

#### 20.05 Injury-on-duty Leave with Pay

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a Provincial Workmen's Compensation Board that he is unable to perform his duties because of

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

if the employee agrees to pay to the Receiver General of Canada any amount received by him for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure.

**20.06 Personnel Selection Leave with Pay**

Where an employee participates in a personnel selection process for a position in the Public Service, as defined in the Public Service Staff 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 his presence is so required.

**20.07 Maternity Leave Without Pay**

- (a) An employee who becomes pregnant shall notify the Employer at least fifteen (15) weeks prior to the expected date of termination of her pregnancy and, subject to section (b) of this clause, shall, eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave without pay for a period ending not later than twenty-six (26) weeks after the date of the termination of her pregnancy subject to clause 20.08 (d):
- (b) The Employer may
- (i) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than twenty-six (26) weeks after the date of the termination of her pregnancy;
  - (ii) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy;
  - (iii) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.

- (c) An employee granted maternity leave without pay under this clause and who is subject to a waiting period of two (2) weeks before receiving Unemployment Insurance maternity benefits, shall receive an allowance during this two (2) week waiting period. This allowance shall be in the same amount as the employee receives in benefits for two (2) weeks from the Unemployment Insurance Commission.
- (d) An employee who is not entitled to receive Unemployment Insurance benefits shall receive an allowance equivalent to two (2) weeks Unemployment Insurance benefits based on the amount she would have received if she had been entitled to UIC benefits.
- (e) 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.

\* Effective February 15, 1983

#### 20.07 Maternity Leave Without Pay

- (A) (1) An employee who becomes pregnant shall notify the Employer at least fifteen (15) weeks prior to the expected date of the termination of her pregnancy and, subject to section (11) of this clause, shall, eleven (11) weeks before her expected date of the termination of her pregnancy be granted leave without pay for a period ending not later than twenty-six (26) weeks after the date of the termination of her pregnancy subject to clause 20.08(d).
- (11) The Employer may:
- (a) upon written request from the employee, defer the commencement of maternity leave without pay of an

employee or terminate it earlier than twenty-six (26) weeks after the date of the **termination** of her pregnancy;

- (b) grant maternity leave without pay to an **employee** to **commence** earlier than eleven (11) weeks before the **expected** termination of her pregnancy;
- (c) where maternity leave without pay **is** requested, require an employee to submit a medical certificate certifying pregnancy.

- \*\* (11) Leave granted under this clause **shall** be counted **for** the calculation of "continuous employment" **for** the purpose of calculating severance pay and "**service**" **for** the purpose of calculating **vacation** leave. **Time** spent on such leave shall be counted **for** pay **increment** purposes.
- \*\* (B) (1) After completion of **six** (6) months' continuous employment, an employee who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance **benefits** pursuant to section **30**, Unemployment insurance Act, **1971**, shall **be** paid a maternity leave allowance in accordance with the Supplementary **Unemployment** Benefit Plan.
- \*\* (11) An applicant under clause **20.07(B)(1)** shall sign an agreement with the Employer, **providing**:
  - \*\* (a) that she will return to work and remain in the **Employer's** **employ** for a period of at **least** six (6) months after her return to work;
  - \*\* (b) that she **will** return to work on the date of the expiry of her pregnancy leave, unless this date is modified **with** the **Employer's** consent.

- \*\* (111) Should the employee fail to return to work as per the provisions of clause **20.07(B)(11)**, the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance.
- \*\* (C) In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- \*\* (1) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of her weekly rate of pay;
- and
- \*\* (11) up to a maximum of fifteen (13) additional weeks payments equivalent to the difference between the UI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;
- \*\* (111) (a) for a full-time employee the weekly rate of pay referred to in clause **20.07(C)(1)** and (11) shall be the weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment on the day immediately preceding the commencement of the maternity leave;
- \*\* (b) for a part-time employee the weekly rate of pay referred to in clause **20.07(C)(1)** and (11) shall be the prorated weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment averaged over the six (6)-month period of continuous employment immediately preceding the commencement of the maternity leave.

- \*\* (1v) where an employee becomes eligible for an annual increment during the period of maternity leave, payments under clause 20.07(C)(1) or (1i) shall be adjusted accordingly.
- \*\* (D) The provisions of sub-clause 20.07 (A), (B) and (C) shall come into force on February 15, 1983 for employees commencing maternity leave on or after February 15, 1983.

Paternity Leave Without Pay

**20.08**

- (a) A male employee who intends to request paternity leave shall notify the Employer at least fifteen (15) weeks in advance of the expected date of the birth of his child.
- (b) A male employee may request paternity leave without pay at least four (4) weeks prior to the expected date of the birth of his child and, subject to Sections (c) and (d) of this clause, shall be granted paternity leave without pay for a period beginning on the date of the birth of his child or at a later date requested by the employee and ending not later than twenty-six (26) weeks after the date of the birth of his child.
- (c) The Employer may:
- (i) defer the commencement of paternity leave without pay at the request of an employee;
- (ii) require an employee to submit a birth certificate of the child.
- (d) Paternity leave without pay and maternity leave without pay after the termination of pregnancy utilized by an employee-couple in conjunction with the birth of their child shall not exceed a total of twenty-six (26) weeks or both employees combined.

- (e) 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.

#### Adoption Leave Without Pay

##### **20.09**

- (a) An employee who intends to request adoption leave shall notify the Employer as soon as the application for adoption has been approved by the adoption agency.
- (b) An employee may request adoption leave without pay at least four (4) weeks prior to the acceptance of custody of a child below the age of majority and, subject to section (c) of this clause, shall be granted adoption leave without pay for a period beginning on the date of such acceptance of custody or at a later date requested by the employee and ending not later than twenty-six (26) weeks after the date of such acceptance of custody.
- (c) The Employer may:
- (i) defer the commencement of adoption leave without pay at the request of an employee;
  - (ii) grant the employee adoption leave with less than four (4) weeks' notice prior to the acceptance of custody;
  - (iii) require an employee to submit proof of adoption.
- (d) Adoption leave without pay utilized by a employee-couple in conjunction with the adoption of a child shall not exceed a total of twenty-six (26) weeks for both employees combined.

- (e) 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,

Leave Without Pay for the Care and Nurturing of Pre-School Age Children

**20.10**

- (a) At the request of an employee, leave without pay in one (1) or more periods to a total maximum of five (5) years during an employee's total period of employment in the Public Service shall be provided for the care and nurturing of pre-school age children.
- (b) Leave without pay which is for a period of more than three (3) months, granted under this clause, shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

Leave Without Pay for Personal Needs

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

- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs.
- (b) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.
- (c) An employee is entitled to Leave Without Pay for Personal Needs only once under each of (a) and (b) of this clause during his total period of



employment in the **Public Service**. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer.

- (d) Leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

#### Leave Without Pay for Relocation of Spouse

##### 20.12

- (a) At the request of an employee, leave without pay for a period up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.
- (b) Leave without pay granted under this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of Calculating vacation leave for the employee involved except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

#### Other Leave With or Without Pay

20.13 At its discretion, the Employer may grant:

- (a) leave with pay
- (i) for the purpose of sub-clause (a) (ii), family is defined as spouse (including common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including stepparents or foster

parents) or any relative residing in the employee's household or with whom the employee permanently **resides**;

(11) for family-related responsibilities as follows:

up to one-half (4) dry of leave with pay for an appointment to take **a** dependent family member for **medical** or dental appointments, or for appointments with **school** authorities **or** adoption agencies;

up to two (2) consecutive days of leave with pay for the temporary care of a **sick member** of the employee's family;

(111) for the birth or adoption of a child as follows:

to a male employee one (1) **day's** leave with pay for needs directly related to the birth of his child. This leave **may be** divided into two (2) **periods** and granted on **separate** days;

to an employee **one** (1) day's leave **with** pay for needs directly related to the adoption of **his/her** child. This leave **may** be divided into two (2) periods and granted on separate days;

(1v) for purposes other than those specified in this Agreement;

and

(v) the total leave with pay which **may** be granted under sub-clauses (a) (11) and **(a) (111) shall** not exceed five (5) days in a fiscal year.

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

## ARTICLE 21

### CAREER DEVELOPMENT

#### 21.01 Education Leave

- (a) An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable him to fill his present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- (b) An employee on education leave under this clause shall receive allowances in lieu of salary equivalent to not less than fifty per cent (50%) of his basic salary provided that where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- (c) Any allowance already being received by the employee and not part of his basic salary shall not be used in the calculation of the education leave allowance.
- (d) Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave and the employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part,

- (e) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer;

(f) fails to complete the course,

(i) does not resume employment with the Employer on completion of the course,

or

(ii) ceases to be employed before termination of the period he has undertaken to serve after completion of the course,

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

#### 21.02 Attendance at Conferences and Conventions

- (a) In order that each employee shall have the opportunity for in exchange of knowledge and experience with his professional colleagues, the employee shall have the right to apply to attend a reasonable number of conferences or conventions related to his field of specialization. The Employer may grant leave with pay and reasonable expenses, including registration fees, to attend such gatherings, subject to budgetary and operational constraints as determined by the Employer.
- (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 his field of employment, may

be granted leave with pay for this purpose and may, in addition, be reimbursed for his payment of registration fees and reasonable travel expenses.

- (d) An employee shall not be entitled to any compensation under Articles 14 (Overtime) and 15 (Travelling Time) in respect of hours he is in attendance at or travelling to or from a conference or convention under the provisions of this clause, except in the circumstances covered by paragraph (b) above.

### 21.03 Professional Development

- (a) The parties to this Agreement share a desire to improve professional standards by giving employees the opportunity on occasion;
- (i) to participate in seminars, workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields,
- or
- (ii) to conduct research or to perform work related to their normal research programs in institutions or locations other than those of the Employer.
- (b) An employee may apply at any time for professional development under this clause, and the Employer may select an employee at any time for such professional development.
- (c) When an employee is selected by the Employer for professional development under this clause the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- (d) An employee selected for professional development under this clause will continue to receive his normal compensation including any increase for which he may become eligible. The employee

shall not be entitled to any compensation under Articles 14 (Overtime) and 15 (Travelling Time) while on professional development under this clause.

- (e) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

#### 21.04 Examination Leave With Pay

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

### ARTICLE 22

#### LEAVE - GENERAL

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

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

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

22.04 An employee is not entitled to leave with pay during periods in which he is on leave without pay or under suspension.

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

**22.06** When the employment of an employee who has been granted more vacation or sick leave with pay than he has earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted to him.

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

## ARTICLE 23

### SEVERANCE PAY

**23.01** Under the following circumstances and subject to clause **23.02** an employee shall receive severance benefits calculated on the basis of his weekly rate of pay:

(a) Lay-Off

(i) On the first lay-off after September 8, 1969, 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 with a maximum benefit of twenty-eight (28) weeks' pay.

(ii) On second or subsequent lay-off after September 8, 1969, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks' pay, less any period in respect of which he was granted Severance Pay under **23.01** (a) (i) above.

(b) Resignation

On resignation, subject to clause 23.01 (d) and with ten (10) or more years of continuous employment, one-half ( $\frac{1}{2}$ ) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) Rejection on Probation

On rejection on probation, when an employee has completed more than two (2) years of continuous employment and ceases to be employed by reasons of rejection during a probationary period, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks.

(d) Retirement

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

or

- \*\* (ii) a part-time employee, who regularly works more than thirteen and one-half ( $13\frac{1}{2}$ ) but less than thirty (30) hours a week, and who, if he were a contributor under the Public Service Superannuation Act, would be entitled to an immediate annuity thereunder. or would have been entitled to an immediate annual allowance if he were a contributor under the Public Service Superannuation Act,

or

- \*\* (III) an employee who has been continuously employed for more than one (1) year and whose employment is terminated for reason of age upon attaining the age of sixty-



five (65) years or more and who, by reason of **insufficient** pensionable service, is not entitled to an Immediate **annuity**,

one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks' pay.

**(e) Death**

*If an employee dies, there shall be paid to his estate, one (1) week's pay for each complete year of continuous employment to a maximum of twenty-eight (28) weeks' pay, regardless of any other benefit payable.*

**(f) Release for Incapacity Under Section 31 of the Public Service Employment Act**

The Employer agrees that an employee released from employment under Section 31 of the Public Service Employment Act for incapacity shall on termination of his employment be entitled to severance pay on the basis of one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

**23.02** 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 severance pay, **retiring** leave or a cash gratuity in lieu of **retiring** leave. Under no circumstances shall the maximum severance pay provided under clause **23.01** be pyramided.

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

ARTICLE 24EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

## 24.01

- \*\* (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. Upon written request, a copy of the **assessment** form will be **provided** to **him** at that time. An employee's signature on his assessment form shall be considered to be **an indication** only that its contents have been read and shall not indicate his concurrence with the statements contained on the form.
- \*\* (b)** The Employer's **representative(s)** who assess an employee's **performance** must have observed **or** been aware of the employee's performance for at least one-half (**1/2**) of the period for which the employee's performance **is** evaluated.
- \*\* 24.02** The Employer agrees not to introduce as evidence in a **hearing** relating to disciplinary action any document **concerning** the conduct **or** performance of an employee the **existence** of which the employee was not aware at the time of filing **or** within a reasonable time thereafter.
- \*\* 24.03** When an unsatisfactory report is placed on an employee's **file**, the employee concerned shall be **given** an opportunity to sign the report in question to indicate that its contents have been read and understood.
- \*\* 24.04** Upon request **from** an employee, any document relating 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 **infraction** took place provided that no further occurrence of **disciplinary** action has been recorded during this subsequent period.

- \*\* 24.05** Upon written request of an employee, the personnel file of that employee **may** be made available once per year for his examination in the presence of an authorized representative of the Employer.

## ARTICLE 25

### SAFETY AND HEALTH

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

**25.02** **The** Employer shall provide an employee with immunization **against** communicable diseases, when so requested by the employee, where there **is** a **risk** of incurring such diseases in the performance of his **duties**.

## ARTICLE 26

### REGISTRATION FEES

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

ARTICLE 27PUBLICATIONS

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

ARTICLE 28EMPLOYMENT REFERENCES

28.01 Personal **references** shall be given to a **prospective** employer on application by such employer. indicating length of **service**, principal duties and **responsibilities**, and performance of such **duties provided** that the Employer may **withhold** such references until **receipt of written** authority from the **employee** or former employee.

ARTICLE 29GRIEVANCE PROCEDURE

29.01 In cases of alleged misinterpretation or misapplication **arising out of agreements** concluded by the National Joint Council of the Public **Service on items** which may be included in a collective agreement and which the **parties** to this agreement have endorsed, the grievance procedure will be **in accordance with** Section 7.0 of the NJC **By-Laws**.

29.02 If he so **desires** an employee may be assisted and/or represented by the Institute when **presenting** a grievance at any level.

29.03 An employee who wishes to present a **grievance** at any **prescribed** level in the grievance procedure, shall **transmit this** grievance to his 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 **him**.

**29.04** A grievance of an employee 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.

**29.05** Subject to and as provided in **Section 90** of the Public **Service** Staff Relations Act, an employee who feels that he has been treated unjustly or considers himself aggrieved by an **action** or lack of action by the Employer in **matters** other than those arising from the **classification** process is entitled to present a grievance in the manner **prescribed** in clause **29.03**, except that:

- (a) where there **is** another **administrative** procedure **provided** by or under any Act of Parliament to deal **with his specific** complaint such procedure must be followed,

and

- (b) where the grievance relates to the Interpretation or application of this **Collective Agreement** or an arbitral **award**, he is not **entitled** to present the grievance unless he has the approval of and is represented by the Institute.

**29.06** 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** level of management;
- (b) Level 2, (and 3 in Departments or Agencies where such a **level is established**) - intermediate level(s);

- (c) Final Level - the Deputy **Minister** (or his equivalent) or his delegated representative.

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

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

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

**29.09** An employee may present a grievance to the first level of the procedure in the manner prescribed in clause **29.03**, not later than the twenty-fifth (25th) day after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to grievance.

**29.10** An employee may present a grievance at each succeeding level in the grievance procedure beyond the first level either:

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

or

- (b) where the Employer has not conveyed a decision to him within the time prescribed in clause **29.11**, within fifteen (15) days after he presented the grievance at the previous level.

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

29.12 Where an employee has been represented by the Institute in the presentation of his grievance, the Employer will provide the appropriate representative of the Institute 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.

29.13 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 Staff Relations Act.

29.14 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.

29.15 Where the provisions of clause 29.03 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.

29.16 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate the Institute representative, except as provided in clause 29.18.

29.17 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 Institute.

29.18 Where the Employer discharges an employee, the grievance procedure set forth in this Agreement shall apply except that:

(a) the grievance may be presented at the **final** level only,

and

(b) the **twenty(20)-day time limit** within which the Employer is to reply at the final level may be extended to a **maximum** of forty (40) days by mutual agreement of the Employer and the **appropriate** representative of the Institute.

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

29.20 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 his control, **he** was unable to comply with the prescribed time **limits**.

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

29.22 Where an employee has presented a **grievance up** to and including the final level in the grievance procedure with respect **to**:

(a) the interpretation or application in respect of him of a provision of this Collective Agreement or a related arbitral award,



or

- (b) **disciplinary action** resulting in discharge, suspension or a financial penalty,

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

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

- (a) its approval of the reference of the grievance to adjudication,

and

- (b) its willingness to represent the employee in the adjudication proceedings.

### ARTICLE 30

#### JOINT CONSULTATION

**30.01** The parties acknowledge the mutual benefits to be derived from joint consultation and will consult on matters of common interest,

**30.02** The subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties and shall include consultation regarding career development.

ARTICLE 31

CONTRACTING OUT

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

ARTICLE 32

ILLEGAL STRIKES

32.01 The Public Service Staff Relations Act provides penalties for **engaging** in illegal strikes. Both parties agree that disciplinary action may also be taken, which **will** include penalties up to and **including** discharge, **for participation** in an illegal strike as defined in the Public Service Staff Relations Act.

ARTICLE 33

AGREEMENT RE-OPENER

33.01 **This** Agreement **may be** amended by mutual consent. **If** either party **wishes** to amend or vary this Agreement, **it** shall give to the other party notice of **any amend-**ment proposed and the parties shall meet and discuss such proposal **not** later than one calendar month after **receipt** of such notice.

ARTICLE 34

PART-TIME EMPLOYEES

34.01 Employees in the **Home Economics** Group whose normal hours of work are less than thirty-seven and one-half (**37½**) hours per week shall be entitled to the benefits provided under this agreement in the same

proportion as their weekly hours of work compare with the normal weekly hours of work of full-time employees, except that:

- (a) (i) such employees shall be paid at the hourly rate of pay for all hours of work performed up to seven and one-half (7½) hours in a day, or thirty-seven and one-half (37½) hours in a week, or at the hourly rate of pay for all hours of work performed up to other weekly hours of work that may be prescribed in accordance with Article 13.
- (ii) such employees shall be paid at time and one-half (1½) the hourly rate of pay for all hours of work performed in excess of those hours specified in (a) (i) above as applicable;
- (iii) such employees shall only be paid for those designated holidays on which they are normally scheduled to work:
- (b) leave will only be provided
  - (i) where it may displace other leave as prescribed by this Agreement:
  - or
  - (ii) during those periods in which the employees are scheduled to perform their duties;
- (c) the days of rest provisions of this collective agreement apply only in a week when the employee has worked five (5) days and a minimum of thirty-seven and one-half (37½) hours in the week at the hourly rate of pay.
- (d) notwithstanding the provisions of Article 23 (Severance Pay), an employee whose continuous employment is a combination of both full-time and part-time continuous employment shall, for the purpose of Severance Pay, have those

completed years of part-time continuous employment reduced in the same proportion as the ~~part-time~~ weekly hours of work compared with the normal scheduled weekly hours of work of full-time employees. For such an employee who, on the date of the termination of his employment is a part-time employee, the weekly rate of pay referred to in Article 23 shall be the weekly rate of pay that the employee is being paid on termination, adjusted to the full-time weekly rate.

### ARTICLE 35

#### NATIONAL JOINT COUNCIL AGREEMENTS

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

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

ARTICLE 36WEEK-END PREMIUM

## 36.01

- (a) Employees shall receive an additional premium of thirty-five (35%) ~~per~~ hour for ~~work~~ on a Saturday and/or Sunday for hours worked as stipulated in (b) below.
- (b) Week-end premium shall be payable in respect of ~~all regularly~~ scheduled hours at hour-for-hour rates worked on Saturday and/or Sunday.

ARTICLE 37STANDBY

37.01 A standby duty roster and schedule may be established at locations when, ~~in the opinion of the Employer, it is~~ warranted by operating conditions.

37.02 An employee designated for standby duty shall be available during ~~his~~ period of standby at a known telephone number and be able to report for duty as ~~quickly~~ as possible if called.

37.03 An employee designated for standby duty shall be compensated at ~~the~~ rate of one-half (~~1/2~~) ~~times~~ his hourly rate of pay for each four (4) hour period for which he has ~~been designated~~ as being on standby duty.

37.04 No compensation shall be granted for the total period of standby duty if the employee is unable to report for duty when ~~required~~.

37.05 An employee on standby duty who is called for work and reports to work shall be ~~paid~~, in addition to the standby pay, the greater of:

- (a) compensation at the applicable overtime rate for each hour worked,

or

- (b) a minimum of three (3) hours' pay at the applicable overtime rate, except that this minimum shall apply only once during a single period of eight (8) hours' standby duty.

ARTICLE 38

DURATION

**\*\* 38.01** The duration of this Collective Agreement shall ~~be from the date it is signed to September 30, 1984.~~

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

SIGNED AT OTTAWA, this .21st.. day of the month of  
 ...December..... 1982.

THE TREASURY BOARD  
 OF  
 CANADA

THE PROFESSIONAL INSTITUTE  
 OF THE PUBLIC SERVICE  
 OF CANADA

  
P.E. Pageau

  
Jack Donegan

  
Sandra H.K. Budd

  
Carmel Kasper

  
Theresa Thomas

  
Anita Stanger

  
Patricia Pilon

  
Gloria Blaker

  
Lois M. Hurst

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\*\*

APPENDIX "A"

RATES OF PAY

HOME ECONOMICS GROUP

A - Effective October 1, 1982

B - Effective October 1, 1983

Dietitian Sub-Group

HE-DIT-1

From: \$ 19557 20315 21121 21934 22749 23601 24488  
To: A 20652 21453 22304 23162 24023 24923 25859  
B 21685 22526 23419 24320 25224 26169 27152

HE-DIT-2

From: \$ 23225 24127 25035 26071 27056  
To: A 24526 25478 26437 27531 28571  
B 25752 26752 27759 28908 30000

HE-DIT-3

From: \$ 25776 26751 27819 28876 29976  
To: A 27219 28249 29377 30493 31655  
B 28580 29661 30846 32018 33238

Advisory Sub-Group

HE-ADV-1

From: \$ 25478 26441 27497 28542 29629  
To: A 26905 27922 29037 30140 31288  
B 28250 29318 30489 31647 32852

HE-ADV-2

From: \$ 29522 30758 31990 33224 34516  
To: A 31175 32480 33781 35085 36449  
B 32734 34104 35470 36839 38271



HE-ADV-3

From: \$ 33650 35142 36634 38124 39612 40832  
 To: A 35534 37110 38686 40259 41830 43119  
 B 37311 38966 40620 42272 43922 45275

Hone Econom1st Sub-GroupHE-HME-1

From: \$ 20830 21631 22436 23276 24151  
 To: A 21996 22842 23692 24579 25503  
 B 23096 23984 24877 25808 26778

HE-HME-2

From: \$ 22907 23838 24775 25711 26683 27627  
 To: A 24190 25173 26162 27151 28177 29174  
 B 25400 26432 27470 28509 29586 30633

HE-HME-3

From: \$ 26017 27047 28072 29142 30251 31310  
 To: A 27474 28562 29644 30774 31945 33063  
 B 28848 29990 31126 32313 33542 34716

HE-HME-4

From: \$ 30625 31912 33195 34477 35806  
 To: A 32340 33699 35054 36408 37811  
 B 33957 35384 36807 38228 39702

NOTES

- (1) Subject to Note (2), an employee shall, on the effective date of adjustments to rates of pay, be paid in the scale of rate at the rate shown immediately below his former rate.
- (2) Where an employee was paid on initial appointment at a rate of pay above the minimum, or was promoted or transferred and paid at the rate of pay above the rate specified by the regulations

for promotion or transfer, he shall be paid in the new scale of rates at the rate of pay nearest to but not less than the rate of pay at which he was appointed and, at the discretion of the Employer, may be paid at any rate up to and including the rate shown immediately below the rate he was receiving.

\*\*

APPENDIX "B"

MEMORANDUM OF AGREEMENT  
between  
THE TREASURY BOARD  
and  
THE PROFESSIONAL INSTITUTE OF THE  
PUBLIC SERVICE OF CANADA  
For The  
HOME ECONOMICS GROUP

The Employer and the Professional Institute of the Public Service of Canada agree that for those employees to whom the provisions of clause .05 of Article 13 (Hours of Work) apply the provisions of the collective agreement which specifies days shall be converted to hours. Where the collective agreement refers to a "day", it shall be converted to seven and one-half hours (7½).

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

ARTICLE 2 - INTERPRETATION AND DEFINITIONS

Clause (c) "daily rate of pay" - shall not apply.

ARTICLES 14  
& 15 - OVERTIME - TRAVELLING TIME

Earned compensation shall only be applicable on a normal work day for hours in excess of the employee's scheduled daily hours of work.

\*

On a day of rest earned compensation shall be granted on the basis of time and one-half (1½) except that earned compensation shall be at double (2) time on a Sunday provided that the employee also worked on the previous contiguous day of rest.

ARTICLE 17 - DESIGNATED PAID HOLIDAYS

A designated paid holiday shall account for seven and one-half (7½) hours only.

ARTICLES 18

a 19

- VACATION LEAVE - SICK LEAVE

The converted amounts are as follows:

- (a) one and one-quarter ( $1\frac{1}{4}$ ) days - nine decimal three seven five (9.375) hours
- (b) one and two thirds ( $1\frac{2}{3}$ ) days - twelve decimal five zero (12.50) hours
- (c) two and one-twelfth ( $2\frac{1}{12}$ ) days - fifteen decimal six two five (15.625) hours
- (d) five-twelfths ( $\frac{5}{12}$ ) days - three decimal one two five (3.125) hours

ARTICLE 22

- LEAVE - GENERAL

Effective the date on which clause .05 at Article 13 applies or ceases to apply to an employee, the accrued vacation and sick leave credits shall be converted to days or hours, as applicable.

The Memorandum of Agreement shall be effective on the date of signing of the Collective Agreement.

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