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

Group: **Commerce**
(all employees)

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

ARTICLE 1

PURPOSE OF AGREEMENT

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

1.02 The parties to this Agreement share a desire to improve the quality of the Public Service of Canada, to maintain professional standards and to promote the well-being and increased efficiency of its employees to the end that the people of Canada will be well and effectively served. Accordingly, they are determined to establish within the framework provided by law, an effective working relationship at all levels of the Public Service in which members of the bargaining units are employed.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) “**bargaining unit**” means the employees of the Employer in one of the groups described in Article 25 - Recognition;
- (b) “**continuous employment**” has the same meaning as specified in the *Public Service Terms and Conditions of Employment Regulations* on the date of 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 designated paid holiday, on which that employee is not ordinarily required to perform the duties of the employee’s position other than by reason of the employee being on leave;
- (e) “employee” means a person so defined by the *Public Service Staff Relations Act* and who is a member of the bargaining unit;

- (f) **“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;
- (g) **“headquarters area”** has the same meaning as given to the expression in the Travel Policy;
- (h) **“designated paid holiday”** means the twenty-four (24) hour period **commencing** at 00:01 hour of a day designated **as** a holiday in **this** Agreement;
- (i) **“hourly rate of pay”** means a full-time employee’s weekly rate of pay divided by thirty-seven and one-half (37 1/2);
- ti) **“Institute”** means **the** Professional Institute of the Public Service of Canada;
- (k) **“lay-off”** means the termination of **an** employee’s employment because of lack of work or because of the discontinuance **of** a function;
- (l) **“leave”** means authorized absence from duty;
- (m) **“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;
- (n) **“weekly rate of pay”** means an employee’s annual rate of pay divided by 52.176;
- (o) 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;
- (p) **“double time”** means two (2) times the employee’s hourly rate of pay;
- (q) **“time and one-half”** means one and one half (1 1/2) times the employee’s hourly rate of pay;

and

- (r) “overtime” means work required by the Employer, to be performed by the employee in excess of his daily hours of work.

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

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

and

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

ARTICLE 3 OFFICIAL TEXTS

3.01 Both the English and French texts of this Agreement shall be official,

ARTICLE 4 APPLICATION

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

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

ARTICLE 5 MANAGEMENT RIGHTS

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

ARTICLE 6

RIGHTS OF EMPLOYEES

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

ARTICLE 7

PUBLICATIONS AND AUTHORSHIP

Preamble

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

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

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

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

7.04

- (a) The Employer **may** suggest revisions to a publication **and** **may** withhold approval to publish.
- (b) When approval for publication is withheld, the author(s) shall be so informed in **writing** of the reasons, **if** requested by the employee.

- (c) Where the Employer wishes to **make** changes in a publication with which the author does not agree, the employee shall not be credited publicly if the employee so requests.

ARTICLE 8 HOURS OF WORK

8.01 General

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

8.02 Non Shift Work

The scheduled work week shall be thirty-seven and one-half (37 1/2) hours and the scheduled work day shall be seven and one-half (7 1/2) consecutive hours, exclusive of a meal period, between the hours of 7:00 a.m. and 6:00 p.m. The normal work week shall be Monday to Friday inclusive.

8.03 Flexible Hours

Upon the request of an employee and the concurrence of the Employer, an employee may work flexible hours on a daily basis so long as the daily hours amount to seven and one-half (7 1/2).

8.04 Days of Rest

An employee shall be granted two (2) consecutive days of rest during each seven (7) day period unless operational requirements do not so permit.

8.05 Monthly Attendance Registers

Employees will submit monthly attendance registers; only those hours of overtime and absences need be specified.

8.06 Compressed Work Week

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 (37 1/2) 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 9
OVERTIME**

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

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

- (e)
 - (i) on a designated holiday, compensation shall be granted on the basis of time and one-half (1 1/2) for each hour worked, addition to the coinpenation that he would have been granted had he not worked **on** the designated holiday;

or

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- (ii) when an employee works on a holiday, contiguous to a second day of rest, on which he also worked and received overtime in accordance with clause 9.01(c), he shall be paid in addition to the pay for all time worked,

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

9.03 Except in cases of emergency, call-back, stand-by or mutual agreement the Employer shall whenever possible give at least twelve (12) hours' notice of any requirement for the performance of overtime.

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9.04 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, which will be calculated at the applicable premium rate laid down in this Article. Compensatory leave earned in a fiscal year **and** outstanding on September 30 **of the next following fiscal year shall be paid at the employee's** daily rate of pay on September 30.

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

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7.00

(a) An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed for one meal in the amount of \$7.00, except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to his place of work.

(b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, he shall be reimbursed for one additional meal in the amount of \$7.00, except where free meals

are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

- (c) Clause 9.06(a) and (b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

ARTICLE 10 CALL-BACK

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

- 4801'
- (a) a minimum of three (3) hours' pay at the applicable overtime rate,
or
- (b) compensation at the applicable overtime rate for each hour worked.

10.02 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, which will be calculated at the applicable premium rate laid down in this **Article**. Compensatory leave earned in a fiscal year and outstanding on September 30 of the next following fiscal year shall be paid at the employee's daily rate of pay on September 30.

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

ARTICLE 11 STANDBY

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

11.02 An employee on standby who is called in to work by the Employer and who reports for work shall be compensated in accordance with Article 10, Call-Back.

11.03 An employee required to be on standby duty shall be available during his period of standby at a known telephone number and be able to return for duty as quickly as possible if called.

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

ARTICLE 12 DESIGNATED PAID HOLIDAYS

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

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

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

12.02 An employee absent without pay on both his full working day immediately preceding and his full working day immediately following a designated paid holiday, is not entitled to pay for the holiday, except in the case of **an** employee who is granted leave without pay under the provisions of Article 30, Leave for Staff Relations Matters.

12.03 Designated Paid Holiday Falling on a Day of Rest

When a day designated as a paid holiday under clause 12.01 above coincides with an employee's day of rest, the holiday shall be moved to the employee's first normal working day following his day of rest.

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

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

12.05 Compensation for Work on a Paid Holiday ✓

Compensation for work on a paid holiday will be in accordance with Article 9, Overtime.

12.06 Designated Paid Holiday Coinciding with a Day of Paid Leave

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

• **ARTICLE 13**
TRAVELLING TIME

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

- (a) On a normal working day on which the employee travels but does not work, the employee shall receive the employee's regular pay for the day.
- (b) On a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7 1/2) hours,
 - and**
 - (ii) at the applicable overtime rate for additional travel time in excess of a seven and one-half (7 1/2) hour period of work and travel, with a maximum payment for such additional travel time not to exceed seven and one-half (7 1/2) hours pay at the straight-time rate in any day.
- (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of seven and one-half (7 1/2) hours pay at the straight-time rate.

13.02 For the purpose of clause 13.01 above, the travelling time for which an employee shall be compensated is as follows:

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

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

13.04 Upon application **by** the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form **of** compensatory leave, which will be ~~calculated~~ at the applicable premium rate laid down in this Article. Compensatory leave earned in a fiscal year and outstanding **on** September 30 of the next following fiscal year shall be paid at the employee's daily rate **of** pay on September 30.

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

13.06 This Article does not apply to an employee required to perform work in **any** type of ~~transport~~ in **which the employee is travelling**. In **such circumstances**, the employee shall receive pay for actual hours worked in accordance with the Articles, Hours of **Work**, Overtime, Designated Paid Holidays.

13.07 Travelling time shall include time necessarily spent at each stop-over en route **up** to a maximum of three (3) hours provided that such stop-over does not include an overnight stay,

13.08 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars unless so provided for in the Career Development Article.

ARTICLE 14

LEAVE – GENERAL

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

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

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

14.04 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 completing twenty (20) years of continuous employment, retains the 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.

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

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

****ARTICLE 15**
VACATION LEAVE

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

15.02 Accumulation of Vacation Leave Credits

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

- (a) one and one-quarter ($1 \frac{1}{4}$) days until the month in which his eighth (8th) anniversary of service occurs; $\frac{2}{1}$
- (b) one and two-thirds ($1 \frac{2}{3}$) days commencing with the month in which his eighth (8th) anniversary of service occurs; $\frac{4}{3}$
- (c) two and one-twelfth ($2 \frac{1}{12}$) days commencing with the ~~month~~ in which his nineteenth (19th) anniversary of service occurs; $\frac{5}{12}$
- ****
- (d) two and one-half ($2 \frac{1}{2}$) days per month commencing with the month in which his twenty-ninth (29th) anniversary of service occurs; $\frac{5}{2}$
- (e) however, **an** employee who is entitled to or who has received furlough leave shall have the vacation leave credits earned under this Article, reduced by five-twelfths ($\frac{5}{12}$) of a day per month from the beginning of the month in which the employee completes his twentieth (20th) year of continuous employment until the beginning of the month in which the employee completes his twenty-fifth (25th) year of continuous employment.

15.03 For the purpose of clause 15.02 above only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or **has** taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one (1) year following the date of lay-off.

15.04 Entitlement to Vacation Leave With Pay

An employee is entitled to vacation leave with pay to the extent of his earned credits but an employee who has completed **six** (6) months of continuous

employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

15.05 Provision for Vacation Leave

In order to maintain operational requirements, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:

- (a) to provide an employee's vacation leave 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.

15.06 Replacement of Vacation Leave

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

- (a) is granted bereavement leave,
- or**
- (b) is granted 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.

15.07 Carry-Over of Vacation Leave

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- (a) Where in **any** vacation year all of the vacation leave credited to **an** employee has not been scheduled, the employee may carry over into the following vacation year up to a maximum of thirty-five (35) days credits. All vacation credits in excess of thirty-five (35) days will be paid 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 the last day of the vacation **year**.

- (b) *Handwritten mark* 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.

15.08 Recall From Vacation Leave

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

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

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

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

15.10 Cancellation of Vacation Leave

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

15.11 Advance Payments

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

immediate first charge against any subsequent pay entitlement and shall be recovered in full prior to any further payment of salary.

15.12 Leave When Employment Terminates

When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation and furlough leave with pay to his credit by the daily rate of pay as calculated from the classification prescribed in his certificate of appointment on the date of the termination of employment.

15.13 Vacation Leave Credits for Severance Pay

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

15.14 Abandonment

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

15.15 Recovery on Termination

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

ARTICLE 16
SICK LEAVE

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16.01 Credits

An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which the employee receives pay for at least ten (10) days.

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

- (a) the employee satisfies the Employer of this condition in such a manner and at such a time **as** may be determined by the Employer,
- and
- (b) the employee has the necessary sick leave credits.

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

16.04 An employee shall not be granted sick leave with pay during any period in which the employee is on leave of absence without pay, or under suspension.

16.05 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.

16.06 Where an employee has insufficient or no credits to cover the **granting** of sick leave with pay under the provision of clause 16.02 above, sick leave with pay may, at the discretion of **the** Employer, **be** granted:

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

or

- (b) for a period of up to fifteen (15) days if the employee 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 and, in the event of termination of employment for other than death or lay-off, the recovery of the advance from any monies owed the employee.

16.07 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 one (1) year from the date of lay-off.

16.08 If an employee becomes ill during a period of compensatory leave and such illness is supported by a medical certificate, the employee shall be granted sick leave with pay and compensatory leave credits shall be restored to the extent of any concurrent sick leave granted.

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

****ARTICLE 17**

OTHER LEAVE WITH OR WITHOUT PAY

17.01 Validation

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

17.02 Bereavement Leave With Pay

For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse (including common-law 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~~ the employee's immediate family dies, ~~an~~ employee:
- (i) shall be entitled to a bereavement period of four **(4)** consecutive calendar days which does not extend beyond the day following the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for that employee;
 - (ii) in addition, the employee may be granted up to three (3) days' leave with pay for the purpose ~~of~~ travel related to the death.
- (b) In special circumstances and at the request of the employee, the four **(4)** day bereavement period may be moved beyond the day following the day of the funeral but must include the day of the funeral.
- (c) An employee is entitled to up to one (1) day's bereavement leave with pay for the purpose related to the death of the employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (d) It is recognized ~~by~~ the parties that the circumstances which call for leave in respect of bereavement ~~are~~ based on individual circumstances. On request, the Deputy Head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clause 17.02(a)(i) and (c) above.

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17.03 Maternity Leave without Pay

(A)

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

(a) Notwithstanding subclause 17.03(A)(1) above:

- (i) where the employee's newborn child is hospitalized within the period defined in subclause.17.03(A)(1) above,

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and

- (ii) where the employee has proceeded on maternity leave without pay and then, upon request and with the concurrence of the Employer, 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 subclause 17.03(A)(1) above may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee returned to ~~work~~, to a maximum of 17 weeks.

- (b) The extension described in subclause 17.03(A)(1)(a) above shall end not later than fifty-two (52) weeks after **the termination date of pregnancy**.
- (2) At its discretion, the Employer may require an employee to **submit** a medical certificate certifying pregnancy.
 - (3) An employee who has not commenced maternity leave without pay may elect to:
 - (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,
 - (b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave With Pay Article. For purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.
- (B) 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.

- (C) 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.

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17.04 Maternity Allowance

- (A) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in subclause 17.04(B), provided that she:

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

and

- (3) 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 with the Employer’s consent;
- (b) within eighteen (18) months following her return from maternity leave without pay, she will work an amount of hours paid at straight time calculated by multiplying the number of hours in the work week on which her maternity allowance was calculated by twenty ~~six~~ (26);
- (c) should she fail to return to work in accordance with the provisions of subclauses 17.04(A)(3)(a) and (b) for reasons other than death, lay-off, or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for the amount received as a maternity allowance, proportionate to the

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amount of hours not worked in relation to the hours to be worked as specified in (b) above.

- (4) For the purposes of **17.04(A)(3)(b)**, periods of leave with pay shall count as time worked.
- (B) Maternity allowance payments made in accordance with the **SUB** Plan will consist of the following:
- (1)
- (a) where an employee is subject to a waiting period of two (2) weeks before receiving **EI** maternity benefits, ninety-three percent (93%) of her weekly rate of pay for each week of the **waiting** period, less any other moneys earned during this period:
- and
- (b) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the **EI** benefit she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay less **any** other moneys earned during the period which may result in a decrease in **EI** benefits to which the employee would have been eligible if no extra monies had been earned during **this** period.
- (2) the maternity allowance to which **an** employee is entitled is limited to that provided in subclause **17.04(B)(1)** and **an** employee will not be reimbursed for any amount that she may be required to repay pursuant to the *EI Act*.
- (3) The weekly rate of pay referred to in clause **17.04(B)(1)** shall be:
- (a) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
- (b) 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

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maternity leave, the rate obtained by multiplying the **weekly** rate of pay in subclause **17.04(B)(3)(a)** 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.

(4)

- (a) The weekly rate of pay referred to in subclause **17.04(B)(3)** shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (b) Notwithstanding subclause **17.04(B)(4)(a)**, and subject to subclause **17.04(B)(3)(b)**, 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 months, the weekly ~~rate~~ shall be the rate she was being paid on that day.

(5) 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.

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

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17.05 Special Maternity Allowance for Totally-Disabled Employees

(A) An employee who:

- (1) fails to satisfy the eligibility requirement specified in subclause **17.04(A)(2)** 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 EI maternity benefits;

and

- (2) has satisfied all of the other eligibility criteria specified in subclause 17.04(A), other **than** those specified in subclauses 17.04(A)(3)(a) and (b);

shall be paid, in respect of each week of maternity allowance not received for the reason described in subclause 17.05(A)(1), the difference between ninety-three percent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (B) An employee shall be paid an allowance under this clause and under clause 17.04 ~~for~~ a combined period of no more than the number of weeks **during** which she would have been eligible for pregnancy benefits pursuant to **Section 22** of the *EI Act* had she not been disqualified ~~from~~ EI maternity benefits for the reasons described in subclause 17.05(A)(1) above.

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17.06 Parental Leave Without Pay

- (A) An employee who becomes a parent through the birth of a child or the adoption of a child below the age of majority ~~shall~~, upon request, be granted parental leave without pay for a single period of up to twenty-four (24) consecutive weeks beginning on or after the date of the child's birth or the date of acceptance of custody of the child for adoption.

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- (B) ~~The~~ period of parental leave **without pay shall end:**

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- (1) no later than forty-one (41) weeks after the child is born, or, in the case of adoption, no later than twenty-four (24) weeks after the date of acceptance of custody of the child for adoption;
- (2) where a period of maternity leave without pay as described in subclause 17.03(A)(1) above is extended in accordance with subclause 17.03(A)(1)(a), is followed by a period of parental leave without pay taken by the employee, or in the case of a Public Service couple, by the employee's spouse, no later **than** fifty-two (52) weeks after the day the child is born.

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(C) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the child or as soon as the application for adoption has been approved by the adoption agency.

(D)

(1) The Employer may require an employee to submit a birth certificate or proof of adoption for the child.

(2) Parental leave without pay taken by a Public Service couple shall not exceed a total of twenty-four (24) weeks for both employees combined.

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

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17.07 Parental Allowance

(A) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in subclause 17.07(B) below, providing he or she:

(1) has completed six (6) months of continuous employment before the commencement of parental leave without pay;

(2) provides the Employer with proof that he or she has applied for and is in receipt of Employment Insurance (EI) parental benefits pursuant to Section 23 of the Employment Insurance Act in respect of insurable employment with the Employer; and

(3) has signed an agreement with the Employer stating that he or she:

(a) will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified with the Employer's consent

(b) within ten (10) months of his or her return from parental leave without pay, the employee will work an amount of

hours paid at straight time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by fifteen (15)

- (c) should the employee fail to return to work in accordance with the provisions of subclauses **17.07(A)(3)(a)** and (b) for reasons other than death, lay-off, or having become disabled as defined in the *Public Service Superannuation Act*, the employee will be indebted to the Employer for the amount received as a parental allowance, proportionate to the amount of hours not worked in relation to the hours to be worked as specified in subclause 17.07(A)(3)(b) above

- (4) for the purposes of subclause **17.07(A)(3)(b)** above, periods of leave with pay shall count as time worked.

- (B) Parental Allowance payments made in accordance with the SUB Plan will consist of **the following:**

(1)

- (a) Where **an** employee is subject to a waiting period of two **(2)** weeks before receiving **EI** parental benefits, ninety-three percent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other moneys earned during this period.
- (b) Other than as provided in subclause 17.07(B)(1)(c) below, for each week in respect of which the employee receives EI parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between **the gross** amount of the EI parental benefits he or she is initially eligible to receive and ninety-three percent (93%) of his or her weekly rate of pay, less any other moneys earned **during** this period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
- (c) Where the employee becomes entitled to an extension of parental benefits pursuant to subsection 12(7) of the *EI*

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Act, the parental allowance payable under the **SUB** Plan described in subclause **17.07(B)(1)(b)** will be extended by the number of weeks of extended benefits which the employee receives under that Subsection.

- (2) the parental allowance to which an employee is entitled is limited to that provided in subclause **17.07(B)(1)** and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the **El Act**.
- (3) The weekly rate of pay referred to in subclause **17.07(B)(1)** shall be:
 - (a) 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**,
 - (b) 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 subclause **17.07(B)(3)(a)** 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.
- (4)
 - (a) **The** weekly rate of pay referred to in subclause **17.07(B)(3)** shall be the rate to which the **employee** is entitled for the substantive level to which she or he is appointed.
 - (b) Notwithstanding subclause **17.07(B)(4)(a)**, and subject to subclause **17.07(B)(3)(b)**, if on the day immediately preceding the commencement of parental leave without pay an employee is performing **an** acting assignment for at least four months, the weekly rate shall be the rate the employee was being paid on that day.

- (5) Where **an** employee becomes eligible for a pay increment or pay revision while **in** receipt of parental allowance, the allowance shall be adjusted accordingly.
- (6) Parental allowance payments made under the **SUB** Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

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17.08 Special Parental Allowance for Totally Disabled Employees

(A) **An** employee who:

- (1) fails to satisfy the eligibility requirement specified in subclause 17.07(A)(2) 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 EI parental benefits;
and
- (2) has satisfied **all** of the other eligibility criteria specified in subclause 17.07(A), other **than** those specified in subclauses **17.07(A)(3)(a)** and (b);

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subclause **17.08(A)(1)**, the difference between ninety-three percent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD **Plan** or via the *Government Employees Compensation Act*.

- (B) An employee shall be paid **an** allowance under this clause and under clause 17.07 for **a** combined period of **no** more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the *EI Act*, had the employee not been disqualified from EI parental benefits for the reasons described in subclause 17.08(A)(1) above.

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

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

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- (a) an employee shall notify the Employer in writing **as** far in advance as possible but not less than four **(4)** weeks in advance of the commencement date of such leave, unless such notice cannot be given, because of an urgent or unforeseeable circumstance;
- (b) leave granted under this clause shall be for a minimum period of six (6) weeks;
- (c) the total leave granted under this clause shall not exceed five **(5)** years during an employee's total period of employment in the Public Service;
- (d) leave granted under this clause for a period of more than three (3) months shall be deducted from **the** calculation of "continuous employment" for the purpose of calculating severance pay and from the calculation of "service" for the purpose of calculating vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

17.10 Leave Without Pay for Personal Needs

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

- (a) Subject to operational requirements, leave without pay for **a** period of up to three (3) months will be granted to an employee for personal needs.
- (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 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.

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

17.11 Leave Without Pay for Relocation of Spouse

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

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17.12 Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including stepparents or foster parents), or any relative permanently residing in the employee’s household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under **the following** circumstances:
 - (i) an employee is expected to make every reasonable effort to schedule medical or dental appointments for dependent family members to minimize or preclude his absence from work; however, when alternate arrangements are not possible **an** employee shall be granted up to one-half (1/2) day for a medical

or dental appointment when the dependent family member *is* incapable of attending the appointment by himself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;

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- 63811 (ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- 63811 (iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;
- 63811 (iv) five (5) days' marriage leave for the purpose of getting married provided that the employee gives the Employer at least five (5) days' notice.

- (c) The total leave with pay which may be granted under subclauses (b)(i), (ii), (iii) and (iv) shall not exceed five (5) days in a fiscal year.

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17.13 Leave without Pay for the Long-term Care of a Parent

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At the discretion of the Employer, an employee may be granted leave without pay for the long-term personal care of the employee's parents, including step-parents or foster parents, 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 an urgent or unforeseeable circumstance, such notice cannot be given;
- (b) leave granted under this clause shall be for a minimum period of six (6) weeks;
- (c) the total leave granted under this clause shall not exceed two (2) years during an employee's total period of employment in the Public Service;
- (d) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for

the purposes of calculating severance pay and ~~from~~ the calculation of “service” for the purposes of calculating vacation leave;

- (e) time spent on such leave shall not be counted for pay increment purposes.

17.14 Court Leave With Pay

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

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- (a) **to** be available for **jury** selection;
- (b) to serve on a jury;
- or
- (c) by subpoena or summons to attend as a witness in **any** proceeding held:
- (i) in or under the authority of a court of justice 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 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.

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17.15 Personnel Selection Leave With Pay

Where an employee participates in a personnel selection process, including the appeal process where applicable, for **a** position in the Public Service, as defined in the *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 the employee's presence is so required. **This** clause applies equally in respect of the personnel selection processes related to deployment.

17.16 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 Worker's Compensation Board that the employee is unable to perform the employee's duties because of:

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

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

17.17 Examination Leave

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

17.18 Other Leave With Pay

At its discretion, the Employer **may** grant leave **with** pay for **purposes** other than those specified in this Agreement, including military or civil defence training, emergencies affecting the community or place of work, and when circumstances **not** directly attributable to the employee prevent the employee from reporting for duty.

17.19 Other Leave Without Pay

At its discretion, the Employer may grant leave without pay for purposes other than those specified in this Agreement, including enrolment in the Canadian Armed Forces and election to a full-time municipal office.

****ARTICLE 18****CAREER DEVELOPMENT****18.01 General**

The parties recognize that **in** order to maintain and enhance professional expertise, employees, ~~from~~ time to time, need to have an opportunity to attend or participate in career development activities described in this Article.

18.02 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.

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- (b) An employee on Education Leave without pay under this clause shall receive **an** allowance in lieu of **salary** of up to one hundred percent (100%) of **his** basic salary. The percentage of the allowance is at the discretion of the Employer. Where the employee receives **a** grant, bursary or scholarship, **the** education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

- (c) Allowances already being received **by** the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in **part**.

- (d) As a condition to the granting of education leave, an employee shall, if required, give a ~~written~~ undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except ~~with~~ the permission of the Employer:
- (i) fails to complete the course,
 - (ii) does not resume employment with the Employer on completion of the course,
- or
- (iii) ceases to be employed, except by reason of death or lay-off, before termination of the period he has undertaken to serve after completion of the course,

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

18.03 Attendance at Conferences and Conventions

- (a) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- (b) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions which are related to his field of specialization, subject to operational constraints.
- (c) The Employer may grant leave ~~with~~ pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- (d) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed ~~to~~ be on duty ~~and~~, as required, in travel status. ~~The~~ Employer shall pay the registration ~~fees~~ of ~~the~~ convention or conference the employee is required to attend.

- (e) An employee invited to participate in a conference or convention in **an** official capacity, such as to present a formal address or to give a course related to his field of employment, may be granted leave with pay for this purpose and may, ~~in~~ addition, be reimbursed for his payment of convention or conference registration fees and reasonable travel expenses.
- (f) An employee shall not be entitled to any compensation under Articles 9, Overtime, and 13, Travelling Time, in respect of hours the employee is in attendance at or travelling to or from a conference or convention under the provisions of this clause, except as provided by paragraph (d).

18.04 Professional Development

- (a) The parties to this Agreement share a desire to improve professional standards by giving the employees the opportunity on occasion:
 - (i) to participate in workshops, short courses or similar out-service programs to keep up to date ~~with~~ knowledge and skills in ~~their~~ respective fields,
 - (ii) to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer,

or

 - (iii) to carry out research in the employee's field of specialization not specifically related to his assigned work projects when in the opinion of the Employer such research is needed to enable the employee to fill his present role more adequately.
- (b) Subject to the Employer's approval an employee shall receive leave with pay in order to participate in the activities described in clause 18.04(a) above.
- (c) **An** employee may apply at **any** time for professional development under this clause, and the Employer may select an employee at any ~~time~~ for such professional development.
- (d) When an employee is selected by the Employer for professional development under this clause the Employer will consult with the employee before determining the location and duration of the program of ~~work~~ or studies to be undertaken.

- (e) An employee selected for professional development under this clause shall continue to receive his normal compensation including any increase for which he may become eligible. The employee shall not be entitled to any compensation under Articles 9, Overtime, and 13, Travelling Time, while on professional development under this clause.
- (f) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

18.05 Selection Criteria

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

18.06 Departmental Career Development Consultation Committee

- (a) The parties to this collective agreement acknowledge the mutual benefits to be derived from consultation on Career Development. To this effect the parties agree that such consultation will be held at the departmental level either through the existing Joint Consultation Committee or through the creation of a Departmental Career Development Consultation Committee. A consultation committee as determined by the parties, may be established at the local, regional or national level.
- (b) The Departmental Consultation Committee shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.
- (c) Employees forming the continuing membership of the Departmental Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.

- (d) The Employer recognizes the use of such committees for the purpose of providing information, discussing the application of policy, promoting understanding and reviewing problems.
- (e) It is understood **that** no commitment may be made **by** either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

18.07 Joint Institute/Treasury Board Career Development Committee

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

****ARTICLE 19**

SEVERANCE PAY

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

(a) **Lay-Off**

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- (i) On the first lay-off after September 18, 1980, 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.
 - (ii) On second or subsequent lay-off after September 18, 1980, one (1) week's pay for each complete year of continuous

employment, less any period in respect of which he was granted **Severance Pay** under clause 19.01(a)(i) above.

(b) **Resignation** ✓

On resignation, subject to clause 19.01(c) and with ten (10) or more years of continuous employment, one-half (1/2) **week's** pay for each complete year of continuous employment up to a maximum of twenty-six (26) years **with** a maximum benefit of thirteen (13) weeks' pay.

(c) **Retirement**

On retirement, when an employee is entitled to an immediate annuity or to an immediate ~~annual~~ allowance under the **Public Service Superannuation Act**, a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of **thirty** (30) weeks' pay.

(d) **Death**

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

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

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

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termination for cause for reasons of incompetence, pursuant to the provisions of section 11(2)(g) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

19.02 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 any type of termination benefit by the Public Service, a Federal Crown Corporation, the Canadian Forces or the Royal Canadian Mounted Police. Under no circumstances shall the maximum severance pay provided under clause 19.01 above be pyramided.

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

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19.04 Appointment To A Separate Employer 'Organization

Notwithstanding subclause 19.01(b) above, an employee who resigns to accept an appointment with an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* may choose not to be paid severance pay provided that the appointing organization will accept the employee's Part I service for its severance pay entitlement.

****ARTICLE 20**

STATEMENT OF DUTIES

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20.01 Upon written request, an employee shall be entitled to a complete and current statement of the duties and responsibilities of his or her position, including the position's classification level and the position rating form and an organization chart depicting the position's place in the organization.

ARTICLE 21
REGISTRATION FEES

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

ARTICLE 22
IMMUNIZATION

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

ARTICLE 23
TECHNOLOGICAL CHANGE

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

23.02 In this Article "Technological Change" means:

- (a) the introduction by the Employer of equipment or material of a substantially different nature than that previously utilized which will result in significant changes in the employment status or working conditions of employees;

or

- (b) a major change in the Employer's operation directly related to the introduction of that equipment or material which will result in significant changes in the employment status or working conditions of the employees.

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

23.04 The Employer agrees to provide **as** much advance notice as is practicable but, except in cases of emergency, not less **than** one hundred and twenty (120) days written notice to the Institute of the introduction or implementation of technological change.

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

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

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

- (a) the 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.

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

ARTICLE 24
SAFETY AND HEALTH

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

ARTICLE 25
RECOGNITION

25.01 The Employer recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on October 19, 1968 covering employees of the Commerce (CO) Group in the Administrative and Foreign Service Category.

25.02 The Employer recognizes that it is a proper function and a right of the Institute to bargain with a view to arriving at a Collective Agreement and the Employer and the Institute agree to bargain in good faith, in accordance with the provisions of the *Public Service Staff Relations Act*.

****ARTICLE 26**
CHECK-OFF

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

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

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

26.04 *An* employee who satisfies the employer to the extent that he or she declares in an affidavit that he or she is a member of a religious organisation whose doctrine prevents him or her as a matter of conscience from making financial contributions to *an* employee organisation and that he or she will make contributions to a charitable organisation 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 organisation involved. **A** copy of the affidavit will be provided to the Institute.

26.05 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.

26.06 The amounts deducted in accordance with clause 26.01 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 the employee's behalf.

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

26.08 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, in which case the liability shall be limited to the amount of the error.

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

****ARTICLE 27**
USE OF EMPLOYER FACILITIES

27.01 Access by an Institute Representative

A duly accredited representative of the Institute may be permitted access to the Employer's premises on stated Institute business and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer. Such permission shall not be unreasonably withheld.

27.02 Bulletin Boards

Reasonable space on bulletin boards including electronic bulletin boards, where available, will be made available to the Institute for the posting of official Institute notices, in convenient locations as determined by the Employer. Notices or other material shall require the prior approval of the Employer, except notices of meetings of their members and elections, the names of Institute representatives, and social **and** recreational events.

27.03 Institute Literature

The Employer will continue its practice of making available to the Institute a specific location on its premises for the storage and placement of a reasonable quantity of Institute files **and** literature.

****ARTICLE 28**
INFORMATION

28.01 The Employer agrees to supply the Institute on a quarterly basis with a list of all employees in the bargaining unit. The list referred to herein shall include the name, employing department, geographical location, classification of the employee and shall be provided within one ~~month~~ following the termination of each quarter. As ~~soon~~ as practicable, ~~the~~ Employer agrees to add to the above list the date of appointment for new employees.

28.02

The Employer agrees to supply each employee with a copy of the Collective Agreement and any amendments thereto, For the purpose of satisfying the

Employer's obligation under ~~this~~ clause, employees may be given electronic access to the collective agreement.

28.03 Upon the written request of an employee, the Employer shall make available at a mutually satisfactory time National Joint Council Agreements listed in clause 35.03 which have a direct bearing on the requesting employee's terms and conditions of employment. ✓

**ARTICLE 29
STEWARDS**

29.01 The Employer acknowledges the right of the Institute to appoint Stewards from amongst the members of bargaining units for which the Institute is the certified bargaining agent.

29.02 The Employer and the Institute shall, by mutual agreement, determine the area of jurisdiction of each Steward, having regard to the plan of organization and the distribution of employees.

29.03 The Institute shall inform the Employer promptly **and** in writing of the names of its Stewards, their jurisdiction, and of **any** subsequent changes.

29.04 Leave for Stewards

Operational requirements permitting, the Employer shall grant leave with pay to an employee to enable him to carry out ~~his~~ functions as a Steward on the Employer's premises. When the discharge of these functions require an employee who is a Steward to leave his normal place of work, the employee shall report his return to his supervisor whenever practicable.

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****ARTICLE 30
LEAVE FOR STAFF RELATIONS MATTERS**

30.01 Public Service Staff Relations Board Hearings

Complaints Made to the Public Service Staff Relations Board Pursuant to Section 23 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 an employee **who** acts on behalf **of an** employee making a complaint, or who acts on behalf of the Institute making a complaint.

30.02 Applications for Certification, Representations and Interventions With Respect to Applications for Certification

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

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

30.03 Employee Called as a Witness

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

- (a) to an employee called as a witness by the Public Service Staff Relations Board,
- and**
- (b) where operational requirements permit, to an employee called as a witness by **an** employee or the Institute.

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

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

********30.05 Employee Called as a Witness**

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

30.06 Adjudication

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

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

30.07 Meetings During the Grievance Process***Employee Presenting Grievance***

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

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

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

30.08 Employee Who Acts as Representative

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

30.09 Grievance Investigations

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

30.10 Contract Negotiations Meetings

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

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30.11 Preparatory Contract Negotiations Meetings

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

30.12 Meetings Between the Institute and Management

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

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15/11.**30.13 Institute Meetings and Conventions**

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

30.14 Stewards Training Courses

- (a) Where operational requirements permit, the Employer will grant leave without pay to employees appointed as Stewards by the Institute, to

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undertake training sponsored by the Institute related to **the** duties of a Steward.

- (b) Where operational requirements permit, the Employer will grant leave with pay to employees appointed as Stewards by the Institute, to attend training sessions concerning Employer-employee relations sponsored by the Employer.

ARTICLE 31 JOB SECURITY

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

ARTICLE 32 CONTRACTING OUT

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

ARTICLE 33 INTERPRETATION OF AGREEMENT

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

**ARTICLE 34 GRIEVANCE PROCEDURE

34.01 In cases of alleged misinterpretation or misapplication arising out of Agreements concluded by **the** National Joint Council of the Public Service on items which may be included in a Collective Agreement **and** which the parties to

this Agreement have **endorsed**, the grievance procedure will be in accordance with Section 7.0 of the NJC by-laws.

34.02 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 an employee, within the time limits prescribed in clause 34.09, gives notice that the employee wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

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

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

and

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- (b) provide the employee with a receipt **stating** the date on which the grievance was received by the immediate supervisor or local officer-in-charge.

34.04 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.

34.05 Subject to and as provided in Section 91 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 34.03, 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, the employee is not entitled

to present the grievance unless the employee has the approval of and is represented by the Institute.

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

- (a) Step 1 - first level of management;
- (b) Steps 2 and 3 in departments or agencies where such steps are established - intermediate step(s);
- (c) Final Step - Chief Executive or Deputy Head or his authorized representative.

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

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

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

34.09 An employee may present a grievance to the first step of the procedure in the manner prescribed in clause 34.03 above, 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 the grievance.

34.10 An employee may present a grievance at each succeeding step in the grievance procedure beyond the first step either:

- (a) where the decision or settlement is not satisfactory to the employee, within ten (10) days after that decision or 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 34.11, within fifteen (15) days after the employee presented the grievance at the previous step.

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

34.12 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 step of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

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

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

34.15 Where the provisions of clause 34.03 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 step on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present the grievance at the next higher step shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

34.16 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 34.18.

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

34.18 Where the Employer demotes or terminates an employee for cause pursuant to paragraph 11(2)(f) or (g) of the *Financial Administration Act*, the grievance procedure set forth in **this** Agreement shall apply, except that:

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

34.19 An employee may by written notice to **the** employee's immediate supervisor or officer-in-charge abandon a grievance. . . .

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

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

34.22 Where an employee has presented a grievance up to and including the final step in the grievance procedure with respect to:

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

or

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

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

34.23 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him or her of a provision of this Agreement or an Arbitral Award, the employee is not entitled to refer the grievance to adjudication unless the 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 35

NATIONAL JOINT COUNCIL AGREEMENTS

35.01 Agreements concluded by the National Joint Council (NJC) of the Public Service on items which **may** be included in a Collective Agreement, and which the parties to this Agreement have endorsed after December 6, 1978, will **form** part of this Collective 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 The NJC items which may be included in a Collective Agreement are those items which parties to the NJC Agreements have designated **as** such or upon which the Chairman of the Public Service Staff Relations Board has made a ruling pursuant to (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

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

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- (1) Foreign Service Directives;
- (2) Travel Policy;
- (3) ~~Withdrawal from Work in Imminent Danger Policy and Procedures;~~ — 9
- (4) Isolated Posts Directive;
- (5) Clothing Policy;
- (6) Living Accommodation Charges Policy;
- (7) First Aid to the General Public - Allowance for Employees;
- (8) Memorandum of Understanding on the Definition of the Word "Spouse";
- (9) Relocation Policy;
- (10) Commuting Assistance Policy;
- (11) Bilingualism **Bonus** Policy;
- (12) Work Force Adjustment Directive;

Health/Safety Standards (13 to 28)

- (13) Boilers and Pressure Vessels;
- (14) Dangerous Substances;
- (15) Electrical;
- (16) Elevating Devices;
- (17) First Aid;
- (18) Hand Tools and Portable Power Tools;
- (19) Hazardous Confined Spaces; —
- (20) Machine Guarding;
- (21) Materials Handling;

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- (22) Motor Vehicle Operations;
- (23) Noise Control and Hearing Conservation;
- (24)** Personal Protective Equipment,;
- (25)** Pesticides;
- (26) Elevated Work Structures;
- (27) Use and Occupancy of Buildings;
- (28)** Sanitation.

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

Grievances in regard to the above directives, policies or regulations shall be filed in accordance ~~with~~ clause 34.01 of the Article on grievance procedure in this Collective Agreement.

ARTICLE 36

JOINT CONSULTATION

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

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

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

36.04 Joint Consultation Committee Meetings

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

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

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

ARTICLE 37
STANDARDS OF DISCIPLINE

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

37.02 Where an employee is required to attend a meeting on disciplinary matters the employee is entitled to have a representative of the Institute attend the meeting when the representative is readily available.

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

37.04 Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

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ARTICLE 38
EMPLOYEES ON INDUSTRIAL PREMISES

38.01 If employees whose normal duties are performed on the premises of industrial employers are prevented from performing their duties because of a strike or lock-out on the industrial employer's premises, the employees shall report the matter to the Employer and the Employer will consider measures designed to ensure that, so long as work is available, the employees affected are not denied regular pay and benefits to which they would normally be entitled.

****ARTICLE 39
PART-TIME EMPLOYEES**

39.01 Definition

Part-time employee means a person whose normal scheduled hours of work are less than thirty-seven and one-half (37 1/2) hours per week, but not less than those prescribed in the *Public Service Staff Relations Act*.

39.02 General

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

39.03 Part-time employees shall be paid at the hourly rate of pay for all work performed up to seven and one-half (7 1/2) hours in a day or thirty-seven and one-half (37 1/2) hours in a week unless the employee is working other daily or weekly hours of work as prescribed pursuant to Article 8, Hours of **Work**, of this agreement.

39.04 The days of rest provisions of this Collective Agreement apply only in a week when a part-time employee has worked five (5) days and a minimum of thirty-seven and one-half (37 1/2) hours in a week at the hourly rate of pay.

39.05 Leave will only be provided:

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

or

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

39.06 Designated Holidays

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

39.07 Subject to Article 9 (Overtime) of this agreement, when a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause **12.01**, Designated Paid Holidays, of this Agreement, the employee shall be paid time and one-half (**1 1/2**) the hourly rate of pay for all hours worked on the holiday. The provisions of clause 9.04, Compensatory Leave, do not apply.

39.08 Overtime

“Overtime” means work required by the Employer, to be performed by the employee, in excess of those hours prescribed in clause 39.03 but does not include time worked on a holiday.

39.09 Subject to Article 9, Overtime, a part-time employee who is required to work overtime shall be paid at time and one-half (**1 1/2**) for all overtime hours worked. The provisions of clause 9.04, Compensatory Leave, do not apply.

39.10 Vacation Leave

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal work week, at the rate for years of employment established in clause 15.02, Vacation Leave, prorated and calculated as follows:

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- (a) when the entitlement is one and one-quarter (**1 1/4**) days a month, one-quarter (1/4) of the hours in the employee's work week per month;
 - (b) when the entitlement is one and two-thirds (**1 2/3**) days a month, one-third (1/3) of the hours in the employee's work week per month;
 - (c) when the entitlement is two and one-twelfth (**2 1/12**) days a month, five-twelfths (**5/12**) of the hours in the employee's work week per month;
 - (d) however, a part-time employee who has received or is entitled to receive furlough leave shall have his vacation leave credits earned reduced by one-twelfth (**1/12**) of the hours in the part-time work week, beginning in the month in which the twentieth (**20th**) anniversary of continuous employment occurs until the beginning of the month in which his twenty-fifth (**25th**) anniversary of continuous employment occurs.

39.11 Sick Leave

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

39.12 Vacation and Sick Leave Administration

- (a) For the purposes of administration of clauses 39.10 and 39.11 of **this** article, where an employee does not **work** the same number of hours each week, the normal work week shall be the weekly average calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time **and** part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

39.13 Severance Pay

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

39.14 The weekly rate of pay referred to in clause 39.13 above shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in the employee's certificate of appointment, immediately prior to the termination of **employment**.

ARTICLE 40**EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

40.01 For the purpose of this Article,

- (a) a formal assessment **and/or** appraisal of an employee's performance means **any** written assessment **and/or** appraisal by any supervisor of how

well the employee\has performed the employee's assigned tasks during a specified period in the past;

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

40.02

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

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

- (b) The Employer's representative(s) who assesses an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.

40.03 When an employee disagrees with the assessment and/or appraisal of **his** work he shall have the right to present written counter arguments to the manager(s) or committee(s) responsible for the assessment and/or appraisal decision.

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

40.05 When **a** report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read.

****ARTICLE 41
EMPLOYMENT REFERENCES**

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41.01 On application by an employee, the Employer shall provide personal references to the prospective employer of such employee, indicating length of service, principal duties and responsibilities and performance of such duties. Personal references requested by a prospective employer outside the Public Service will not be provided without the written consent of the employee.

**ARTICLE 42
SEXUAL HARASSMENT**

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

42.02

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- (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 clause 42.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

**ARTICLE 43
NO DISCRIMINATION**

43.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation or membership or activity in the Institute

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ARTICLE 44
PENOLOGICAL FACTOR ALLOWANCE

General

A Penological Factor Allowance shall be payable to incumbents in some positions in the bargaining units which are in the Canadian Penitentiary Service, subject to the following conditions:

44.01 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 *Penitentiary Act* as amended from time to time, assumes additional responsibilities for the custody of inmates other than those exercised by the Correctional Group, and is exposed to immediate hazards of physical injury by assault and other disagreeable conditions.

44.02 Degrees of Exposure

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

Continual Exposure	-	Means fulfillment of the conditions described in clause 44.01 above throughout the working day and recurring daily.
Frequent Exposure	-	Means fulfillment of the conditions described in clause 44.01 above for part or parts of the working day and generally recurring daily.
Limited Exposure	-	Means fulfillment of the conditions described in clause 44.01 above on an occasional basis.

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

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

44.04 The value of "X" is set at \$1600 per annum. This allowance shall be paid on the same basis as that for the employee's regular pay.

44.05 Application of PFA

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 44.01 above are applicable.

44.06 The applicability of PFA to a position and the position's degree of PFA entitlement, shall be determined by the Employer following consultation with the bargaining agent.

44.07 Except as prescribed in clause 44.10 below, **an** employee shall be entitled to receive PFA for **any month** in which he receives a minimum of ten (10) days' pay in a position(s) to which PFA applies.

44.08 Except as provided in clause 44.09 below, PFA shall be adjusted when the incumbent of a position to which PFA applies, is appointed or assigned duties in another position to which a different degree of PFA applies, regardless of whether such appointment or assignment is temporary or permanent, and for each **month** in which an employee performs duties in more **than** one position to which PFA applies, he shall receive the higher allowance, provided he has performed duties for at least ten (10) days **as** the incumbent of the position to which the higher allowance applies.

44.09 When the incumbent of a position to which PFA applies, is temporarily assigned to a position to which a different degree of PFA, or no PFA, applies, and

when the employee's basic monthly pay entitlement in the position to which he is temporarily assigned, plus PFA, if applicable, would be less than his basic monthly pay entitlement plus PFA in his regular position, he shall receive the PFA applicable to his regular position.

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

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

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

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

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

ARTICLE 45

PAY ADMINISTRATION

45.01 Except as provided in clauses 45.01 to 45.08 inclusive, and the Notes to Appendix "A" of this Agreement, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

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

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

or

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

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

45.04 Only rates of pay and compensation for overtime and vacation leave credits which have been paid to an employee during the retroactive period will be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee.

45.05 Pay Administration

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

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

45.06 Rates of Pay

- (a) This clause supersedes the Retroactive Remuneration Directives. Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of the collective agreement the following shall apply:
 - (i) "retroactive period" for the purpose of clauses (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day 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 case of death the estates of former employees, who were employees in the bargaining unit during the retroactive period;
- (iii) rates of pay shall be paid in an amount equal to what would have been paid had the collective agreement been signed or an arbitral award rendered therefore on the effective date of the revision in rates of pay;
- (iv) in order for former employees, or in the case of death for the former employees' representatives, to receive payment in accordance with clause (iii), the Employer shall notify by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment after which time any obligation upon the Employer to provide payment ceases;
- (v) no payment nor notification shall be made pursuant to clause 45.06 for one dollar (\$1.00) or less.

45.07 This Article is subject to the Memorandum of Understanding signed by the Employer and the Professional Institute of the Public Service of Canada dated July 21, 1982 in respect of red-circled employees.

45.08 Acting Pay

When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for ten (10) consecutive working days, the employee shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts.

When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for the purpose of the qualifying period.

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ARTICLE 46
AGREEMENT RE-OPENER

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

****ARTICLE 47**
DURATION


47.0 The duration of this Collective Agreement shall be from the date it is signed to September 30, 1999.

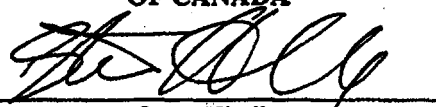
47.02 Unless otherwise expressly stipulated, the provisions of this Collective Agreement shall become effective on the date it is signed.

SIGNED AT OTTAWA, this 7th day of the month of December 1998.

THE TREASURY BOARD
OF
CANADA

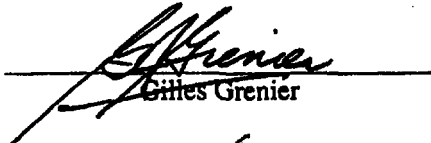
THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE
OF CANADA


Linda Gobeil


Steve Hindle


Dora Benbaruk

air Stannard


Gilles Grenier


Nita Saville


Laudalina Santos-Lanthier


Murray Hardie


Eric Robichaud



Michel Petit


Charles T. Craddock


Bob McKenzie


Jill Hawkins


Doug Heath


Andy Zajchowski

Malcolm Brown

PAY NOTES

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

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- (2) **An** employee being paid in the CO (Development) scale of rates shall be paid:
- (a) **effective October 1, 1997 in the "A" scale of rates** which is nearest to but not more than 2.5% higher than his former rate of pay, rounded ~~to~~ the nearest \$10:
 - (b) effective October I, 1998 in the "B" scale of rates which is nearest to but not more ~~than~~ 2.0% higher than his former rate of pay, rounded to the nearest \$10.
- (3) The pay increment period for full-time employees in the CO (Development) scale of rates is six (6) months and the minimum pay increment shall be three hundred dollars (\$300) or such higher amount that the Employer may determine or such lesser amount that brings the employee's rate to the maximum of the pay range. For the purposes of transfer ~~and~~ promotion the lowest pay increment is three hundred dollars (\$300).
- (4) The pay increment period for full-time employees in levels CO-1 to **CO-4** inclusive shall be twelve (12) months and a pay increment shall be to the next rate in the scale of rates.
- (5) Except for CO (Development), a part-time employee shall be eligible to receive ~~a~~ pay increment when the employee has worked a total of nineteen hundred and ~~fifty~~ **(1950)** hours at the straight-time hourly rate of pay during a period of employment provided that ~~the~~ maximum rate for

the employee's level is not exceeded. A part-time employee in level CO (Development) shall be eligible for a pay increment when the employee has worked a total of nine hundred and seventy-five (975) hours at the straight-time hourly rate of pay during a period of employment provided that a maximum rate for the CO (Development) level is not exceeded. The pay increment date shall be the first working day following the completion of the hours specified in this clause.

- (6) For the purposes of administering Note 3 and Note 4, the pay increment date for an employee, appointed on or after April 1, 1981, to a position in the bargaining unit upon promotion, demotion or from outside the Public Service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to April 1, 1981 remains unchanged.

APPENDIX "B"**MEMORANDUM OF AGREEMENT
BETWEEN
THE TREASURY BOARD
AND
THE PROFESSIONAL INSTITUTE OF THE
PUBLIC SERVICE OF CANADA –
HOURS OF WORK**

The Employer **and** the Professional Institute of the Public Service of Canada agree that for those employees to whom the provisions of clause 8.06 of Article 8, **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 (7 1/2) hours.

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 9 & 13 – OVERTIME – AND TRAVELLING TIME

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, compensation shall be granted on the basis of time and one-half (1 1/2) except that compensation shall be at double (2) time on a Sunday.

ARTICLE 12 – DESIGNATED PAID HOLIDAYS

A designated paid holiday shall account for seven and one-half (7 1/2) hours only.

ARTICLE 14 – LEAVE – GENERAL

Effective the date on which clause 8.06 of Article 8 apply or cease to apply to an employee, the accrued vacation and sick leave credits shall be converted to days or hours, as applicable.

ARTICLES 15 & 16 – 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 ($\frac{5}{12}$) day – three decimal one two five (3.125) hours;
- (e) two and one-half ($2 \frac{1}{2}$) days – eighteen decimal seven five (18.75) hours.

The Memorandum of Agreement shall be effective on the date of signing of the Collective Agreement to September 30, 1999.