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Agreement between the Treasury Board and The Social Science Employees Association

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(all employees)

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MEMORANDUM OF UNDERSTANDING BETWEEN
THE TREASURY BOARD AND THE SOCIAL SCIENCE EMPLOYEES
ASSOCIATION FOR THE ECONOMICS, SOCIOLOGY
AND STATISTICS GROUP67

**Asterisks denote changes from the previous Collective Agreement.

Note: In the French text, to ensure that the language of this agreement is gender neutral, the feminine and masculine genders have been used alternatively from one article to another in the wording of this agreement (with the exception of clauses 21.04 to 21.08 inclusively).

Therefore, unless otherwise expressly stipulated, what is formulated in the feminine gender includes the masculine and vice versa, and the provisions of this agreement apply equally to male and female employees

ARTICLE 1

PURPOSE OF THE AGREEMENT

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

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

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement,

“Act” means the *Public Service Staff Relations Act* (« Loi »);

“Association” means The Social Science Employees Association (« Association »);

“bargaining unit” means all the employees of the Employer in the Economics, Sociology and Statistics Group, Scientific and Professional Category, as described in the certificate issued by the Public Service Staff Relations Board on the twenty-first (21st) day of August, 1975 (« unité de négociation »);

“Board” means the Public Service Staff Relations Board (« Commission »);

“common-law spouse”: 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 or her spouse, and lives and intends to continue to live with that person as if that person were his or her spouse (« conjoint de fait »);

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

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

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

“employee” means a person who is a member of the bargaining unit (« fonctionnaire »);

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

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

“holiday” means the twenty-four (24) hour period commencing at 00:01 hour of a day designated as a holiday in this Agreement (« jour férié »);

“hour-for-hour” means the hourly rate of pay obtained by dividing a full-time employee’s weekly rate of pay by thirty-seven and one-half (37 1/2) (« heure pour heure »);

“layoff” means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function (« licenciement »);

“leave” means authorized absence from duty by an employee during his or her regular or normal hours of work (« congé »);

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

“overtime” means, in the case of a full-time employee, authorized work performed in excess of the employee’s scheduled daily hours of work (« heures supplémentaires »);

“time and one-half” means one and one-half (1 1/2) times the hour-for-hour rate (« taux et demi »);

“weekly rate of pay” means an employee’s annual rate of pay divided by 52.176 (« taux de rémunération hebdomadaire »).

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

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

ARTICLE 3 APPLICATION

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

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

**

3.03 In the French text, to ensure that the language of this agreement is gender neutral, the feminine and masculine genders have been used alternatively from one article to another in the wording of this agreement (with the exception of clauses 21.04 to 21.08 inclusively).

Therefore, unless otherwise expressly stipulated, what is formulated in the feminine gender includes the masculine and vice versa, and the provisions of this agreement apply equally to male and female employees.

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

ARTICLE 4
INTERPRETATION OF AGREEMENT

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

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 Association 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 any employee's constitutional rights or of any right expressly conferred in an Act of the Parliament of Canada.

ARTICLE 7
UNION STEWARDS

7.01 The Employer acknowledges the right of the Association to appoint employees as Stewards.

7.02 The Employer and the Association shall, by mutual agreement, determine the area to be serviced by each Steward.

7.03 The Association shall notify the Employer promptly and in writing, of the names of its Stewards appointed pursuant to 7.01 and of any subsequent changes.

7.04 A Steward shall obtain the permission of his or her immediate supervisor before leaving work to investigate employee complaints, to meet with local

management for the purpose of dealing with grievances and to attend meetings called by management. Upon the resumption of the normal duties of the Steward, he or she shall report back to the supervisor, where practicable.

ARTICLE 8 TECHNOLOGICAL CHANGE

8.01 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 clause will apply.

8.02 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 or her 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.

8.03 In this Article "Technological Change" means:

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

and

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

ARTICLE 9 INFORMATION

9.01 The Employer agrees to provide the Association, on a quarterly basis, with a list of all employees in the bargaining unit. The list referred to herein shall include the name, employing department, geographical location, date of

appointment to a particular position and classification of the employee and shall be provided within one (1) month following the termination of each quarter.

9.02 The Employer agrees to supply each employee with a copy of the Collective Agreement and any amendments thereto and will endeavour to do so within sixty (60) days after receipt from the printer.

9.03 Upon written request of an employee, the Employer shall make available at a mutually satisfactory time National Joint Council Agreements which form part of this collective agreement and which have a direct bearing on the requesting employee's terms and conditions of employment.

ARTICLE 10

USE OF EMPLOYER FACILITIES

10.01

- (a) A duly accredited representative of the Association may be permitted access to the Employer's premises. Permission to enter the premises shall be obtained from the Employer.
- (b) The Association shall provide the Employer a list of such representatives and shall advise promptly of any changes made to the list.

**

10.02 Space on bulletin boards (including electronic bulletin boards where available) will be made available to the Association for the posting of official Association notices, in convenient locations determined by the Employer. The posting of notices or other material shall require the prior approval of the Employer, except notices of Association business affairs and meetings, and Association elections, the names of the Association's Stewards and representatives and social and recreational events. The Employer reserves the right to refuse the posting of any information which it considers adverse to its interests or to the interests of any of its representatives.

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

ARTICLE 11
LEAVE FOR STAFF RELATIONS MATTERS

11.01 Board Hearings

(1) Complaints Made to the Board Pursuant to Section 23 of the Act

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

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

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

(2) 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 Association in an application for certification or in an intervention,

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

(3) Employee Called as a Witness

The Employer will grant:

- (a) leave with pay to an employee called as a witness by the Board,

and
- (b) where operational requirements permit, leave without pay to an employee called as a witness by an employee or by the Association.

11.02 Arbitration Board and Conciliation Board Hearings

- (a) Where operational requirements permit, the Employer will grant leave without pay to an employee representing the Association before an Arbitration Board or Conciliation Board.
- (b) Employee Called as a Witness

The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or Conciliation Board and, where operational requirements permit, leave without pay to an employee called as a witness by the Association.

11.03 Adjudication

- (a) Employee Who is a Party

Where operational requirements permit, the Employer will grant leave without pay to an employee who is a party.

- (b) Employee Who Acts as Representative

Where operational requirements permit, the Employer will grant leave without pay to the representative of an employee who is a party.

- (c) Employee Called as a Witness

Where operational requirements permit, the Employer will grant leave without pay to a witness called by an employee who is a party.

11.04 Meetings during the Grievance Process

- (a) Employee Presenting Grievance

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

- (i) 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

- (ii) 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.

(b) 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 appropriate representative, identified pursuant to clause 7.03, 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.

(c) Grievance Investigations

Where an employee has asked or is obliged to be represented by the Association in relation to the presentation of a grievance and an employee, identified pursuant to clause 7.03, acting on behalf of the Association wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given 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.

11.05 Contract Negotiations Meetings

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

11.06 Preparatory Contract Negotiations Meetings

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

11.07 Meetings Between the Association and Management

Except as otherwise provided in clauses 11.04, 11.05 and 11.06, where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees meeting with management on behalf of the Association.

11.08 Association Meetings and Conventions

Where operational requirements permit, the Employer will grant leave without pay to an employee to attend meetings and conventions provided for in the constitution and by-laws of the Association.

11.09 Stewards' Training Courses

- (a) Where operational requirements permit, the Employer will grant leave without pay to an employee who exercises the authority of a Steward on behalf of the Association to undertake training related to the duties of a Steward.
- (b) The Association will provide the Employer with a quarterly listing of training requirements including the names of Association representatives who will be seeking to attend such courses.

11.10 Election or Appointment to Association Positions

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

11.11 Employment Relations Meetings, Inquiries or Seminars

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

ARTICLE 12

CHECK-OFF

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

12.02 The Association shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee. The Association shall advise the Employer in writing at least three (3) months prior to the effective date of any amendment to the amount of the authorized monthly deduction.

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

**

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

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

12.06 The amounts deducted in accordance with clause 12.01 shall be remitted to the Association by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on each employee's behalf.

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

ARTICLE 13
HOURS OF WORK

13.01 The normal work week shall be thirty-seven and one-half (37 1/2) hours, and the normal daily hours of work shall be seven and one-half (7 1/2) hours.

13.02 The normal work week shall be Monday through Friday and the normal workday shall be scheduled between 7:00 a.m. and 6:00 p.m.

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

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

13.05 Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period 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 workday for the employee.

Notwithstanding anything to 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.

13.06 For those employees to whom the provisions of clause 13.05 have been applied, such employees shall report their attendance at the discretion of the Employer.

ARTICLE 14
OVERTIME

14.01 When an employee is required by the Employer to work overtime, subject to clause 14.03, compensation shall be granted on the basis of time and one-half (1 1/2) for each hour worked in excess of thirty-seven and one-half (37 1/2) hours in any one workweek or in excess of seven and one-half (7 1/2) hours in any one day.

14.02 When an employee is required by the Employer to work overtime on a normal day of rest, compensation shall be granted on the basis of time and one-half (1 1/2) for each hour worked.

14.03 All calculations for overtime shall be based on each completed half (1/2) hour.

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

14.05

(a) 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 at the applicable overtime rate. Compensatory leave with pay earned prior to December 31st that is not taken by the end of the fiscal year will be paid for at the applicable overtime rate then in effect calculated from the classification prescribed in the employee's certificate of appointment on the last day of the fiscal year.

(b) The Employer reserves the right to direct an employee to take accumulated compensatory leave but in so doing shall endeavour to grant such leave at such times as the employee may request.

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

**

14.07

- (a) Effective the date of signing, an employee who works three (3) or more hours of overtime immediately before or immediately following his or her scheduled hours of work, and who has not been notified of the requirement prior to the end of last scheduled work period, shall be reimbursed for one meal in the amount of seven dollars (\$7.00), except where a free meal can be provided.
- (b) Effective the date of signing, when an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one additional meal in the amount of seven dollars (\$7.00), except where a free meal can be provided.
- (c) Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order to take a meal break either at or adjacent to his or her place of work.

14.08 Clause 14.07 shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

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

ARTICLE 15
CALL BACK PAY

15.01 When an employee is called back to work and returns to work at any time outside his or her normal hours of work for work not contiguous with his or her normal hours of work, the employee shall be entitled to the greater of:

- (a) pay for each hour worked at the applicable overtime rate,
- or
- (b) a minimum of four and one half (4.5) hours pay at the hour for hour rate provided the employee is not notified of such requirement prior to completing his or her last period of work.

The minimum referred to in (b) shall apply only the first time that an employee reports for work during a period of eight hours, starting with the employee's first reporting.

ARTICLE 16
TRAVELLING TIME

16.01 When the Employer requires an employee to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, on a normal workday, the employee will be compensated for travel time as follows:

- (a) on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day;
- (b) on a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) his or her regular pay for 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 hour-for-hour rate.

16.02 An employee, who is required to travel by the Employer on his or her normal day of rest or on a designated paid holiday for the purpose of performing duties outside his or her headquarters area shall be paid at the applicable overtime rate for hours travelled to a maximum equivalent to seven and one-half (7 1/2) hours pay at the hour-for-hour rate.

16.03

- (a) No employee shall be paid compensation under this Article for any time spent in travel outside his or her headquarters area that exceeds the time that the fastest means of transportation is scheduled to take to complete the journey unless the Employer approves the use by an employee of some other means of transportation.
- (b) All calculations made pursuant to this Article are subject to clause 14.03.

16.04

- (a) 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 at the applicable overtime rate. Compensatory leave with pay earned prior to December 31 that is not taken by the end of the fiscal year will be paid for at the applicable overtime rate then in effect calculated from the classification prescribed in the employee's certificate of appointment on the last day of the fiscal year.
- (b) The Employer reserves the right to direct an employee to take accumulated compensatory leave but in so doing shall endeavour to grant such leave at such times as the employee may request.

16.05 Subject to 22.02(e), no employee shall be paid under this Article for any time spent in travel that is associated with the employee's career development as provided in Article 22.

ARTICLE 17

PAY ADMINISTRATION

17.01 Except as otherwise provided in this Article, the entitlement of an employee to pay is in accordance with the *Public Service Terms and Conditions of Employment Regulations* and the *Regulations Respecting Pay on Reclassification and Conversion*.

17.02 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.

17.03

- (a) The rates of pay set forth in Appendix A shall become effective on the dates specified therein.
- (b) 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 arbitration award is rendered therefore;
 - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death the estates of former employees, who were employees in the bargaining unit during the retroactive period;
 - (iii) rates of pay shall be paid in an amount equal to what would have been paid had the collective agreement been signed or an arbitration 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 (b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have 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 sub-clause 17.03(b) for one dollar or less.

17.04 When employees are required by the Employer to perform the duties of a higher classification level on an acting basis for a period of at least ten (10) consecutive working days, they shall be paid acting pay calculated on the date on which they commenced to act as if they had been appointed to that higher classification level for the period in which they act.

If a designated paid holiday occurs during such acting period employees shall be deemed to have performed the duties of the higher classification level on each such designated paid holiday for the purpose of determining their entitlement to acting pay.

17.05 Overtime pay which has been paid to an employee during the period covered by the retroactive pay increases will be recomputed and the difference between the amount paid on the old salary basis and the amount payable on the new salary basis will be paid to the employee.

17.06 The pay increment date for employees, appointed on or after January 15, 1982, to a position in the bargaining unit on promotion, demotion or from outside the Public Service, shall be the anniversary date of such appointment. The anniversary date for employees who were appointed to a position in the bargaining unit prior to January 15, 1982 shall be the date on which they received their last pay increment.

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

ARTICLE 18

DESIGNATED PAID HOLIDAYS

18.01 Subject to clause 18.02, the following days shall be designated paid holidays for employees:

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

- (e) Canada Day,
 - (f) Labour Day,
 - (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
 - (h) Remembrance Day,
 - (i) Christmas Day,
 - (j) Boxing Day,
 - (k) one additional day when proclaimed by an Act of Parliament as a National Holiday,
- and
- (l) 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.

18.02 Clause 18.01 does not apply to an employee who is absent without pay on both the employee's normal working day immediately preceding and the employee's normal working day following the designated paid holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 11.

18.03 Holiday Falling on a Day of Rest

When a day designated as a paid holiday under clause 18.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first normal working day following the employee's day of rest.

18.04 When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 18.03:

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

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

18.05 Compensation for Work on a Paid Holiday

Where employees are required by the Employer to work on a paid holiday, they shall be paid, in addition to the pay that they would have been granted had they not worked on a paid holiday, compensation for all hours worked by them on the holiday at one and one-half (1 1/2) times the rate of their hour for hour rate of pay. All calculations shall be subject to clause 14.03.

18.06 Holiday Coinciding with a Day of Paid Leave

Where a day that is a designated holiday for an employee coincides with a day of leave with pay or is moved as a result of the application of 18.03, the holiday shall not count as a day of leave.

ARTICLE 19

VACATION LEAVE WITH PAY

19.01 Vacation Year

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

19.02 Accumulation of Vacation Leave Credits

For each calendar month of a vacation year in which an employee has earned at least ten (10) days' pay, the employee shall earn vacation leave credits at the rate of:

- (a) one and one-quarter (1 1/4) days per month until the month in which the employee completes eight (8) years of service;
- (b) one and two-thirds (1 2/3) days per month commencing with the month in which the employee completes eight (8) years of service;
- (c) two and one-twelfth (2 1/12) days per month commencing with the month in which the employee completes nineteen (19) years of service;
- (d) two and one-half (2 1/2) days per month commencing with the month in which the employee completes thirty (30) years of service;

- (e) notwithstanding the provisions of clause 19.02(a), (b) or (c), employees who are entitled to or who have received furlough leave, pursuant to clause 19.04, shall have their vacation leave credits earned under this Article, reduced by five-twelfths (5/12ths) of a day per month from the beginning of the month in which they complete their twentieth (20th) year of continuous employment until the beginning of the month in which they complete their twenty-fifth (25th) year of continuous employment.

19.03

- (a) For the purposes of this Article, service means all periods of employment in the Public Service, whether continuous or discontinuous, except where a person who on leaving the Public Service, takes or has taken severance pay, retiring leave or a cash gratuity in lieu thereof. However, discontinuous service shall count for the purpose of determining vacation leave entitlement when an employee who receives severance pay on layoff is reappointed to the Public Service within one (1) year following the date of layoff.
- (b) Notwithstanding 19.03(a) and except as otherwise stated in this Collective Agreement periods of leave without pay in excess of three (3) months shall not be counted as service for the purpose of determining the rate at which vacation leave is earned.

19.04 An employee who, on the day that this Collective 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 his or her entitlement to furlough leave subject to the conditions respecting the granting of such leave that are in force on the day that this Collective Agreement is signed.

19.05 Granting of Vacation Leave With Pay

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

- (a) to grant an employee's vacation leave in an amount and at such time as the employee may request;
- (b) not to recall an employee to duty after the employee has proceeded on vacation leave.

19.06 Entitlement to Vacation Leave With Pay

Provided that an employee has completed six (6) months of continuous service, the employee may be granted vacation leave in advance to the extent of the credits that he or she will earn during the fiscal year in which the leave is granted.

Notwithstanding the foregoing, an employee earns but is not entitled to receive, vacation leave with pay during the first six (6) months of continuous employment.

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

(a) is granted bereavement leave,

or

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

or

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

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

19.08 Carry Over and Liquidation of Vacation Leave

(a) Where in any vacation year all of the vacation leave earned by an employee has not been scheduled, upon written request, the employee shall carry over into the following vacation year up to a maximum of thirty (30) days credits. All vacation leave credits in excess of thirty (30) days shall be paid in cash at the employee's daily rate of pay as calculated from the certificate of appointment of his or her substantive position on the last day of the vacation year.

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

- (c)
 - (i) An employee who as of March 31st, 1988 has accumulated vacation leave in excess of 30 days, shall liquidate in addition to that which is referred in clause 19.08(a), twenty (20) per cent of the accumulated vacation leave in excess of the 30 days in the employee's bank on March 31st, 1988, each year until all previously accumulated leave is liquidated.
 - (ii) If the calculation of the additional amount of credits which must be liquidated in accordance with (c)(i) results in the requirement to liquidate a fraction of a day, that number shall be rounded to the nearest 1/2 (one-half) day.

Recall From Vacation Leave With Pay

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

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

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

19.10 Employees shall not be considered as being on vacation leave during any period in respect of which they are entitled under clause 19.09 to be reimbursed for reasonable expenses incurred by them.

Leave When Employment Terminates

19.11 When employees die or otherwise cease to be employed, they or their 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 their credit by the daily rate of pay applicable to their authorized classification immediately prior to the termination of their employment.

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

19.13 Notwithstanding clause 19.12, an employee, whose employment is terminated by reason of a declaration that the employee abandoned his or her position, is entitled to receive payment referred to in clause 19.11 if the employee requests it within six (6) months following the date upon which his or her employment is terminated.

19.14 Advance Payments

Effective the beginning of the pay period immediately following sixty (60) days after the signing of this Agreement, the Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last day before the employee's vacation period commences.

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

19.15 Cancellation of Vacation Leave With Pay

When the Employer cancels or alters a period of vacation leave or furlough leave with pay which it had 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 must provide proof of such action to the Employer.

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

ARTICLE 20
SICK LEAVE WITH PAY

20.01 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.

Granting of Sick Leave With Pay

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

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

and

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

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

20.04 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 20.02, sick leave with pay may, at the discretion of the Employer, be granted:

(a) for a period of up to twenty-five (25) days if 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 for reasons other than death or layoff, the recovery of the advance from any monies owed the employee.

20.05 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 reasons of layoff and who is reappointed in the Public Service within one (1) year from the date of layoff.

20.06 The Employer agrees that an employee recommended for termination for cause pursuant to Section 11(2)(g) of the *Financial Administration Act* for reasons of incapacity by reason of ill-health shall not be released at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits.

ARTICLE 21

OTHER TYPES OF LEAVE WITH OR WITHOUT PAY

21.01 In respect of any requests for leave under this Article, the employee may be required by the Employer to provide satisfactory validation of the circumstances necessitating such requests.

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21.02 Bereavement Leave With Pay

For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse (including common-law 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 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. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (b) An employee is entitled to up to one (1) day 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.

- (c) If, during a period of vacation leave, sick leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraph (a) or (b) of this clause, the employee shall be granted bereavement leave with pay and his or her vacation leave, sick leave or compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Deputy Head of a department may, after considering the particular circumstances involved, grant bereavement leave with pay for a period greater than that provided for in clauses 21.02(a) and (b).

**

21.03 Maternity Leave without Pay

- (a)
 - (i) 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 sub-clause (a)(i) above:
 - (1) where the employee's newborn child is hospitalized within the period defined in sub-clause (a)(i) above,
 - and
 - (2) 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 sub-clause (a)(i) 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 sub-clause (a)(i)(A) above shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (ii) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
- (iii) 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.

**

21.04 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the

Supplemental Unemployment Benefit (SUB) Plan described in 21.04(b), provided that she

- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - (ii) provides the Employer with proof that she has applied for and is in receipt of Employment Insurance (EI) pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer;
- and
- (iii) has signed an agreement with the Employer stating that
 - (A) 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 clauses 21.04(a)(iii)(A) and 21.04(a)(iii)(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 amount of hours not worked in relation to the hours to be worked as specified in (B) above.
 - (iv) for the purposes of (iii)(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:

- (i)
 - (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 monies 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 per cent (93%) of her weekly rate of pay less any other monies 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.
- (ii) the maternity allowance to which an employee is entitled is limited to that provided in (i) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *EI Act*.
- (iii) The weekly rate of pay referred to in clause 21.04(b)(i) 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 maternity leave, the rate obtained by multiplying the weekly rate of pay in (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.

- (iv)
 - (A) The weekly rate of pay referred to in (iii) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
 - (B) Notwithstanding (iv)(A), and subject to (iii)(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.
- (v) 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.
- (vi) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

**

21.05 Special Maternity Allowance for Totally-Disabled Employees

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

shall be paid, in respect of each week of maternity allowance not received for the reason described in 21.05(a)(i), 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 21.04 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 clause 21.05(a)(i) above.

**

21.06 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.
- (b) The period of parental leave without pay shall end
 - (i) 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.
 - (ii) Where a period of maternity leave without pay as described in subsection 21.03(a)(i) above is extended in accordance with subsection 21.03(a)(i)(A), is followed by a period of parental leave without pay taken by the employee or by the employee's spouse, no later than fifty-two (52) weeks after the day the child is born.
- (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)
 - (i) The Employer may require an employee to submit a birth certificate or proof of adoption for the child.

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

**

21.07 Parental Allowance

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in 21.07(b) below, providing he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay;
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of Employment Insurance (EI) parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer;

and

 - (iii) has signed an agreement with the Employer stating that 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 clauses 21.07(a)(iii)(A) and 21.07(a)(iii)(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 (B) above.

- (iv) for the purposes of (iii)(B), 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:
- (i)
 - (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 monies earned during this period.
 - (B) Other than as provided in (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 Act*, the parental allowance payable under the SUB Plan described in 21.07(b)(i)(B) will be extended by the number of weeks of extended benefits which the employee receives under that Subsection.
 - (ii) the parental allowance to which an employee is entitled is limited to that provided in (1) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *EI Act*.

- (iii) The weekly rate of pay referred to in clause 21.07(b)(i) 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 (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.
- (iv)
 - (A) The weekly rate of pay referred to in (iii) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
 - (B) Notwithstanding (A), and subject to (iii)(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.
- (v) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (vi) 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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21.08 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in clause 21.07(a)(ii) solely because a concurrent entitlement to

benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving EI parental benefits;

and

- (ii) has satisfied all of the other eligibility criteria specified in clause 21.07(a), other than those specified in subsections 21.07(a)(iii)(A) and 21.07(a)(iii)(B);

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in 21.08(a)(i), 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 21.07 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 clause 21.08(a)(i) above.

21.09 Court Attendance Leave

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

- (a) to serve on a jury or to be available for jury selection;
- and
- (b) by subpoena or summons to attend as a witness in any proceeding held:
 - (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,
- and
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

21.10 Injury-on-Duty Leave

An employee shall be granted 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 his or her 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 his or her employment,
- and
- (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 by the employee for loss of wages in settlement of any claim he or she may have in respect of such injury, sickness or exposure.

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21.11 Personnel Selection Leave

Where an employee participates in a personnel selection process, which includes the appeal process where applicable, for a position in the Public Service, 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.

21.12 Leave Without Pay for the Care and Nurturing of Preschool Age Children

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

- (a) an employee shall notify the Employer, in writing, four (4) weeks in advance of the commencement date of such leave;
- (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 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.

21.13 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 for the purpose of the employee accompanying the spouse who has been relocated and up to five (5) years to an employee, for the same purpose, 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 time of more than three (3) months shall not be counted for pay increment purposes.

21.14 Leave Without Pay for Personal Needs

- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs. Leave granted under this subsection shall be counted for the calculation of continuous employment for the purpose of calculating severance pay and service for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- (b) Subject to operational requirements, leave without pay 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 subsections (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 paternity leave without the consent of the Employer.
- (d) Leave without pay granted under subsection (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.

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21.15 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 may grant leave with pay under the following circumstances:
 - (i) while an employee is expected to make every reasonable effort to schedule medical or dental appointments for dependent family members to minimize or preclude the employee's absence from work, however, when alternate arrangements are not possible an employee shall be granted up to one-half (.5) 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 or her supervisor of the appointment as far in advance as possible;

- (ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to take alternate care arrangements where the illness is of a longer duration;
 - (iii) one (1) day 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;
 - (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 sub-clause (b)(i), (ii), (iii) and (iv) shall not exceed five (5) days in a fiscal year.

**

21.16 Long-Term Care of a Parent

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 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 weeks;
- (c) the total leave granted under this clause shall not exceed two 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 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.

21.17 Leave With or Without Pay for Other Reasons

At its discretion, the Employer may grant leave with or without pay for purposes other than those specified in this Agreement.

ARTICLE 22

CAREER DEVELOPMENT

22.01 Education Leave

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

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

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

22.02 Attendance at Conferences and Conventions

- (a) An employee shall have the opportunity, subject to operational requirements, to attend a reasonable number of conferences or conventions related to the employee's field of specialization in order to benefit from an exchange of knowledge and experience with the employee's professional colleagues. The Employer may grant leave with pay and reasonable expenses, including registration fees, to attend such gatherings, subject to budgetary constraints as determined by the Employer.
- (b) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status.
- (c) An employee invited to participate in a conference or convention in an official capacity such as to present a formal address or to give a course related to the employee's field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his or her payment of registration fees and reasonable travel expenses.

- (d) An employee shall not be entitled to any compensation under Article 14 (Overtime) in respect of hours the employee is in attendance at a conference or convention under the provisions of this clause.
- (e) Compensation shall not be paid under Article 16 (Travelling Time) in respect of hours travelling to or from a conference or convention under the provisions of this clause, unless the employee is required to attend by the Employer.

22.03 Professional Development

- (a) Because the parties to this Agreement share a desire to improve professional standards, employees may be given the opportunity on occasion subject to operational and budgetary constraints:
 - (i) to participate in seminars, workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields,
 - or
 - (ii) to conduct research or to perform work related to their normal research programs in institutions or locations other than those of the Employer.
- (b) An employee may apply at any time for professional development under this clause, and the Employer may select an employee at any time for such professional development.
- (c) When an employee is selected by the Employer for professional development under this clause the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- (d) An employee selected for professional development under this clause will continue to receive his or her normal compensation including any increase for which the employee may become eligible. The employee shall not be entitled to any compensation under Articles 14 (Overtime) and 16 (Travelling Time) while on professional development under this clause.

- (e) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.
- (f) The Employer will ensure the availability for office use of such professional publications as are related to the employees' fields of specialization.

22.04 Examination Leave

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

**ARTICLE 23
LEAVE - GENERAL**

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

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

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

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

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

ARTICLE 24
SEVERANCE PAY

24.01 Under the following circumstances and subject to clause 24.02 an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay:

(a) Layoff

- (i) On the first layoff after July 17, 1969, two (2) weeks' pay for the first complete year of continuous employment and one (1) week of pay for each additional complete year of continuous employment.
- (ii) On second or subsequent layoff after July 17, 1969, one (1) week of pay for each complete year of continuous employment, less any period in respect of which the employee was granted severance pay under 24.01(a)(i) above.
- (iii) If an employee who is declared to be on surplus status leaves his or her employment with the Public Service such employee shall be deemed to be laid off for purposes of entitlement to severance pay.

(b) Resignation

On resignation, subject to clause 24.01(c) and with ten (10) or more years of continuous employment, one-half (1/2) week of 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

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

or

- (ii) a part-time employee, who regularly works more than thirteen and one-half (13 1/2) but less than thirty (30) hours a week, and

who, if he or she were a contributor under *the Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*,

a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in 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) Rejection on Probation

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

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

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

(ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of

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

24.02 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 a termination of employment benefit. Under no circumstances shall the maximum severance pay provided under clause 24.01 be pyramided.

24.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in the employee's certificate of appointment pertaining to the position held by the employee on a substantive basis immediately prior to the termination of the employee's employment.

24.04 Except as otherwise specified in this collective agreement, periods of leave without pay in excess of three (3) months shall not be counted as continuous employment for the purpose of calculating severance pay.

ARTICLE 25

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

25.01

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

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

25.03 Upon request, an employee shall be entitled to a complete and current statement of duties and responsibilities of his or her position including the position classification and point rating allotted by factor.

ARTICLE 26
SAFETY AND HEALTH

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

ARTICLE 27
EMPLOYMENT REFERENCES

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

ARTICLE 28
GRIEVANCE PROCEDURE

28.01 If the employee so desires an employee may be assisted and/or represented by the Association when presenting a grievance at any step.

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

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

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

28.03 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.

28.04 Subject to and as provided in Section 91 of the Act, an employee who feels that he or she has been treated unjustly or considers that he or she is 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 28.02, except that:

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

and
- (b) where the grievance relates to the interpretation or application of this Collective Agreement or an Arbitration Award, the employee is not entitled to present the grievance unless he or she has the approval of and is represented by the Association.

28.05 There shall be a maximum of four (4) steps in the grievance procedure. These steps shall be as follows:

- (a) Step 1 - first level of management;
- (b) Step 2, other than the Department of External Affairs (and 3 in Departments or Agencies where such a step is established) intermediate step(s);
- (c) Final Step - Chief Executive.

28.06 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 Association.

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

28.08 An employee may present a grievance to the first step of the procedure in the manner prescribed in clause 28.02, not later than the twenty-fifth (25th) day after the date on which the employee is notified orally or in writing or on which the employee first becomes aware of the action or circumstances giving rise to grievance.

28.09 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 28.10, within fifteen (15) days after the employee presented the grievance at the previous step.

28.10 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.

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

28.12 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 Act.

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

28.14 Where the provisions of clause 28.02 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 his or her 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.

28.15 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate the Association representative, except as provided in clause 28.17.

28.16 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 Association.

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

- (a) the grievance may be presented at the final 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 Association.

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

28.19 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 the employee's control, the employee was unable to comply with the prescribed time limits.

28.20 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his or her grievance or

refrain from exercising his or her right to present a grievance, as provided in this Collective Agreement.

28.21 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 a related Arbitration Award,
- or
- (b) disciplinary action resulting in discharge, suspension or a financial penalty,

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

28.22 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of the employee of a provision of this Agreement or an Arbitration Award, the employee is not entitled to refer the grievance to adjudication unless the Association signifies in prescribed manner:

- (a) its approval of the reference of the grievance to adjudication,
- and
- (b) its willingness to represent the employee in the adjudication proceedings.

28.23 In cases of alleged misinterpretation or misapplication arising from 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.

ARTICLE 29
CONTRACTING OUT

29.01 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 30
ILLEGAL STRIKES

30.01 The Act provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including discharge, for participation in an illegal strike as defined in the Act.

ARTICLE 31
PART-TIME EMPLOYMENT

Definition

31.01 Part-time employee means an employee whose normal scheduled hours of work on average are less than thirty-seven and one-half (37 1/2) hours per week.

General

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

31.03 Part-time employees shall be paid at the hour-for-hour 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.

31.04 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 hour-for-hour rate of pay.

31.05 Leave will only be provided

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

or

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

Designated Holidays

31.06 A part-time employee shall not be paid for the designated holidays but shall, instead be paid a premium of four (4) percent for all straight-time hours worked during the period of part-time employment.

31.07 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 18.01 of this Agreement, the employee shall be paid time and one-half (1 1/2) the hour-for-hour rate of pay for all hours worked on the holiday.

Overtime

31.08 Overtime means authorized work performed in excess of seven and one-half (7 1/2) hours per day or thirty seven and one-half (37 1/2) hours per week but does not include time worked on a holiday.

31.09 Subject to clause 14.03 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.

Vacation Leave

31.10 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 service established in clause 19.02, prorated and calculated as follows:

(a) when the entitlement is one and one-quarter (1 1/4) days a month, one-quarter 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 of the hours in the employee's work week per month;

- (c) when the entitlement is two and one-twelfth ($2 \frac{1}{12}$) days a month, five-twelfths of the hours in 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 or her vacation leave credits earned reduced by one-twelfth 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 the employee's twenty-fifth (25th) anniversary of continuous employment occurs.

Sick Leave

31.11 Part-time employee shall earn sick leave credits at the rate of one-quarter ($\frac{1}{4}$) 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.

Vacation and Sick Leave Administration

31.12

- (a) For the purpose of administration of clause 31.10 and 31.11, 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.

Severance Pay

31.13 Notwithstanding the provisions of Article 24 (Severance Pay), where the period of continuous employment in respect of which severance benefit is to be paid consists of both full-time 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 completed years shall be multiplied by the full-time weekly rate of pay for the classification prescribed in the employee's certificate of appointment of the employee's substantive position on the date of the termination of the employee's employment to provide the severance pay benefit.

ARTICLE 32
AGREEMENT REOPENER

32.01 This Agreement may be amended by mutual consent.

ARTICLE 33
NATIONAL JOINT COUNCIL AGREEMENTS

33.01 Agreements concluded by the National Joint Council of the Public Service on items which may be included in a collective agreement, and which the parties to this agreement have endorsed after December 6, 1978, will form part of this 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.

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

33.03

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

- (1) Foreign Service Directives;
- (2) Travel Policy;
- (3) Isolated Posts Directive;
- (4) Clothing (Uniforms);
- (5) Protective Clothing;
- (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) Workforce Adjustment Policy;

Health/Safety Standards (13 to 30)

- (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;
- (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;

- (29) Refusal to Work;
- (30) Committees and Representatives.
- (b) During the term of this Collective Agreement, other directives, policies or regulations may be added to the above-noted list.
- (c) Grievances in regard to the above directives, policies or regulations shall be filed in accordance with clause 28.23 of the Article on grievance procedure in this Collective Agreement.

ARTICLE 34

DISCIPLINE

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

34.02 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 was taken during the said two year period.

ARTICLE 35

DISCRIMINATION

35.01 There shall be no discrimination exercised or practiced 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 union.

ARTICLE 36

AUTHORSHIP

36.01 The Employer agrees that original articles, professional and technical papers prepared by an employee, within the scope of his or her employment, will be retained on appropriate departmental files for the normal life of such files. The Employer will not unreasonably withhold permission for the publication of

original articles, professional and technical papers in professional media. At the Employer's discretion, recognition of authorship will be given where practicable in departmental publications.

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

36.03

- (a) The Employer may suggest revisions to material and may withhold approval to publish such articles and papers to which clause 36.01 refers.
- (b) When approval for publication is withheld, the author shall be so informed.
- (c) Where the Employer wishes to make changes in material submitted for publication with which the author does not agree, the employee shall not be credited publicly if he or she so requests.

ARTICLE 37

SEXUAL HARASSMENT

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

37.02

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of 37.02(a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

ARTICLE 38

JOINT CONSULTATION

38.01 The parties will consult on matters of common interest.

ARTICLE 39
DURATION

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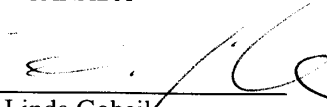
39.01 This Collective Agreement shall be in effect until 21 June 1999, inclusive.

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

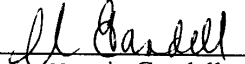
SIGNED AT OTTAWA, this 8th day of the month of April, 1998.

THE TREASURY BOARD
OF
CANADA

THE SOCIAL SCIENCE
EMPLOYEES ASSOCIATION



Linda Gobeil



Marvin Gandall



Daniel Langevin




Sandra Chatterton



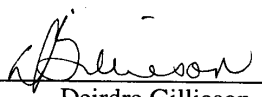
Danielle Chainé



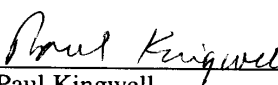
Pierre Després



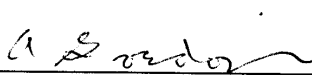
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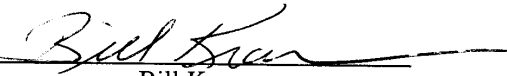
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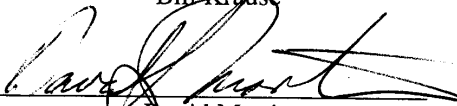
Paul Kingwell



Allan Gordon

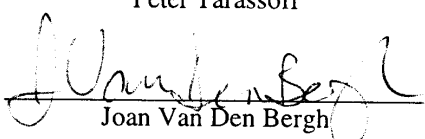


Bill Krause



David Martin

Peter Tarassoff



Joan Van Den Bergh

****APPENDIX A**
ANNUAL RATES OF PAY
ES - ECONOMICS, SOCIOLOGY AND
STATISTICS GROUP

X - RESTRUCTURE**A - Effective 4 May 1998****B - Effective 4 May 1999****ES-01**

From:	\$	20600	to	38139
To:	X	20600	to	38902
	A	21002	to	39661
	B	21059	to	39768

ES-02

From:	\$	36378	37599	38821	39868	41261	
To:	X	36378	37599	38821	39868	41261	42086
	A	37087	38332	39578	40645	42066	42907
	B	37187	38435	39685	40755	42180	43023

ES-03

From:	\$	41285	42951	44622	46289	47972	49656	
To:	X	41285	42951	44622	46289	47972	49656	50649
	A	42090	43789	45492	47192	48907	50624	51637
	B	42204	43907	45615	47319	49039	50761	51776

ES-04

From:	\$	51724	53426	55301	57180	59049	
To:	X	51724	53426	55301	57180	59049	60230
	A	52733	54468	56379	58295	60200	61404
	B	52875	54615	56531	58452	60363	61570

ES-05

From:	\$	58751	60635	62520	64885	67219	
To:	X	58751	60635	62520	64885	67219	68563
	A	59897	61817	63739	66150	68530	69900
	B	60059	61984	63911	66329	68715	70089

ES-06

From:	\$	68292	70671	72967	75180	
To:	X	68292	70671	72967	75180	76684
	A	69624	72049	74390	76646	78179
	B	69812	72244	74591	76853	78390

ES-07

From:	\$	74682	76908	79139	81378	
To:	X	74682	76908	79139	81378	83006
	A	76138	78408	80682	82965	84625
	B	76344	78620	80900	83189	84853

ES-08

From:	\$	72015	to	85835
To:	X	72015	to	87552
	A	73419	to	89259
	B	73617	to	89500

**PAY NOTES
PAY INCREMENT ADMINISTRATION**

1. The pay increment period for employees paid in the ES level 1 scale of rates is six (6) months, and the minimum pay increase shall be three hundred dollars (\$300) or such higher amount that the Employer may determine, provided the maximum rate of pay in the scale of rates is not exceeded.

2.
 - (a) The pay increment period for employees paid in the ES levels 2 to 7 is twelve (12) months, and the pay increase shall be to the next rate in the scale of rates.

 - (b) 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 hourly rate during a period of employment provided that the maximum rate of pay for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this note.

3. The rate of pay of an employee paid in the ES level 8 scale of rates shall be governed by the *Senior Merit Pay Regulations*.

PAY ADJUSTMENT ADMINISTRATION

**

4. All employees who will have been at the maximum of their level for at least twelve (12) months on 3 May 1998 will move to the new maximum on 4 May 1998.

**

5. Subject to (11), an employee being paid in the ES level 1 scale of rates shall, effective 4 May 1998, be paid in the (A) scale of rates, at a rate of pay which is one decimal nine five per cent (1.95%) higher than the employee's former rate of pay rounded to the next multiple of ten dollars (\$10).

**

6. Subject to (12), an employee being paid in the ES levels 2 to 7 scale of rates shall, effective 4 May 1998, be paid in the (A) scale of rates at the rate of pay shown immediately below the employee's former rate of pay.

**

7. Subject to (13) and notwithstanding the *Senior Merit Pay Regulations*, an employee being paid in the ES level 8 scale of rates shall, effective 4 May 1998, be paid in the (A) scale of rates at a rate of pay which is one decimal nine five per cent (1.95%) higher than the employee's former rate of pay rounded to the nearest multiple of two hundred and fifty dollars (\$250).

**

8. An employee being paid in the ES level 1 scale of rates, shall, effective 4 May 1999, be paid in the (B) scale of rates at a rate which is zero decimal two seven percent (0.27%) higher than the employee's former rate of pay rounded to the next multiple of ten dollars (\$10).

**

9. An employee being paid in the ES levels 2 to 7 scale of rates shall, effective 4 May 1999, be paid in the (B) scale of rates at the rate of pay shown immediately below the employee's former rate of pay.

**

10. Notwithstanding the *Senior Merit Pay Regulations*, an employee being paid in the ES level 8 scale of rates shall, effective 4 May 1999, be paid in the (B) scale of rates at a rate of pay which is zero decimal two seven percent (0.27%) higher than the employee's former rate of pay rounded to the nearest multiple of two hundred and fifty dollars (\$250).

APPOINTMENTS ABOVE THE MINIMUM DURING THE RETROACTIVE PERIOD

**

11. An employee who, during the retroactive period was appointed to a position in the ES level 1 scale of rates above the minimum on the (\$) scale of rates shall, effective the date of his appointment, be paid in the (A) scale of rates at a rate that is one decimal nine five per cent (1.95%) higher than the employee's former rate of pay rounded to the next multiple of ten dollars (\$10).
12. An employee who, during the retroactive period, was appointed to a position in the ES levels 2 to 7 scale of rates above the minimum on the (\$) scale of rates shall, effective the date of the employee's appointment, be paid in the (A) scale of rates at the rate shown immediately below the employee's former rate of pay.

**

13. An employee who, during the retroactive period, was appointed to a position in the ES level 8 scale of rates above the minimum on the (\$) scale of rates shall, effective the date of the employee's appointment, be paid in the (A) scale of rates at a rate that is one decimal nine five per cent (1.95%) higher than the employee's former rate of pay rounded to the nearest multiple of two hundred and fifty dollars (\$250).

HOLDING RATES OF PAY

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

APPENDIX B

**MEMORANDUM OF UNDERSTANDING
WORKFORCE ADJUSTMENT**

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.

APPENDIX C

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE TREASURY BOARD

AND

**THE SOCIAL SCIENCE EMPLOYEES ASSOCIATION FOR THE
ECONOMICS, SOCIOLOGY AND STATISTICS GROUP**

(APPLICATION OF VARIABLE WORK WEEKS)

The Employer and The Social Science Employees Association agree that for those employees to whom the provisions of clause .05 of Article 13 (Hours of Work) apply, the following Articles of the Agreement shall be administered as provided herein.

For the purposes of this Memorandum of Agreement calendar week means the one hundred and sixty-eight (168)-hour period commencing at 00:01 Sunday and terminating at 24:00 Saturday.

ARTICLE 2 - INTERPRETATION AND DEFINITIONS

“daily rate of pay” - shall not apply.

ARTICLE 14 - OVERTIME

Clause .02 shall not apply and shall be replaced by:

14.02 When an employee is required by the Employer to work overtime on his or her day of rest, compensation shall be granted on the basis of time and one-half (1 1/2) for each hour worked.

ARTICLE 16 - TRAVELLING TIME

Clause .01(b) shall not apply and shall be replaced by:

- (b) On a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) his or her regular pay for the day for a combined period of travel and work not exceeding his or her normal hours of work as established pursuant to clause 13.05,

and
 - (ii) at the applicable overtime rate for additional travel time in excess of his or her normal hours of work established pursuant to clause 13.05, with a maximum payment for such additional travel time not to exceed seven and one-half (7.5) hours' pay at the straight-time rate in any day.

ARTICLE 18 - DESIGNATED PAID HOLIDAYS

Clause .02 shall not apply and shall be replaced by:

18.02 Clause 18.01 does not apply to an employee who is absent without pay on both the employee's workday immediately preceding and following the designated paid holiday, except in the case of an employee who is granted time off without pay under the provisions of Article 11.

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

ARTICLE 19 - VACATION LEAVE WITH PAY

Clause .02 shall not apply and shall be replaced by:

19.02 Accumulation of Vacation Leave Credits

For each calendar month of a vacation year in which an employee has earned pay for at least seventy-five (75) hours at the employee's hour-for-hour rate, the employee shall earn vacation leave credits at the rate of:

- (a) nine decimal three seven five (9.375) hours at the employee's hour-for-hour rate until the month in which the employee completes eight (8) years of service;
- (b) twelve decimal five zero (12.50) hours at the employee's hour-for-hour rate for each month commencing with the month in which the employee completes eight (8) years of service.
- (c) fifteen decimal six two five (15.625) hours at his hour-for-hour rate for each month commencing with the month in which he completes nineteen (19) years of service;
- (d) eighteen decimal seven five, (18.75) hours at the employee's hour-for-hour rate commencing with the month in which the employee completes thirty (30) years of service;
- (e) notwithstanding the provisions of clause 19.02(a), (b) or (c), an employee who is entitled to or who has received furlough leave, pursuant to clause 19.04, shall have his or her vacation leave credits earned under this Article reduced by three decimal one two five (3.125) hours per month from the beginning of the month in which the employee completes his or her twentieth (20th) year of continuous employment until the beginning of the month in which he completes his or her twenty-fifth (25th) year of continuous employment.

Clause .12 shall not apply and shall be replaced by:

19.12 Subject to clause 19.14, when an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation and furlough leave to the employee's credit by the hour-for-hour rate of pay to which the employee is entitled by virtue of the employee's certificate of appointment in effect at the time of the termination of his or her employment.

ARTICLE 20 - SICK LEAVE WITH PAY

Clause .01 shall not apply and shall be replaced by:

20.01 Credits

For each calendar month of a fiscal year in which an employee receives pay for at least seventy-five (75) hours at his or her hour-for-hour rate, he shall earn sick

leave credits at the rate of nine decimal three seven five (9.375) hours at his or her hour-for-hour rate for each month.

Clause .04 shall not apply and shall be replaced by:

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

- (a) for a period of up to one hundred and eighty- seven decimal five (187.5) hours if he is awaiting a decision on an application for injury-on-duty leave,

or

- (b) for a period of up to one hundred and twelve decimal five (112.5) hours if the employee has not submitted an application for injury-on-duty leave, subject to the deduction of such advanced sick leave from any sick leave credits subsequently earned.

ARTICLE 21 - OTHER TYPES OF LEAVE WITH OR WITHOUT PAY

Clause .02 shall not apply and shall be replaced by:

Bereavement Leave

21.02

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to leave with pay during a period of up to ninety-six (96) consecutive hours that must include the day of the funeral. During such period, the employee shall be paid for those hours which are scheduled hours of work for the employee. In addition, the employee may be granted up to twenty-two decimal five (22.5) hours' leave with pay for the purpose of travel.
- (b) An employee is entitled to leave with pay up to a maximum of seven decimal five (7.5) hours in the event of the death of the employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

21.12 Leave with Pay for Family Related Responsibilities

Convert day(s) to 7.5 hours.

21.13 Leave with or Without Pay for Other Reasons

Convert day(s) to 7.5 hours.

ARTICLE 23 - LEAVE - GENERAL

Clause .03 shall not apply and shall be replaced by:

23.03 Subject to 23.09 and 23.10, 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.

23.09 Effective the date on which clause .05 of Article 13 applies to an employee, the employee's accrued days of vacation and sick leave credits shall be converted to hours of vacation and sick leave credits by multiplying the number of days of credits by seven decimal five (7.5).

23.10 Should an employee be no longer subject to clause .05 of Article 13, the employee's hourly credits of vacation and sick leave credits shall be converted to daily vacation and sick leave credits by dividing the employee's hourly credits by seven decimal five (7.5).

23.11 When an employee who is subject to clause .05 of Article 13, is about to be appointed to a position, outside the bargaining unit and with a workweek of five (5) days in a calendar week, the employee's hourly vacation and sick leave credits accrued as of the employee's last day of employment subject to this Agreement shall be converted to daily vacation and sick leave credits by dividing the employee's hourly credits by seven decimal five (7.5).

Unless otherwise expressly stipulated, the provisions of this Memorandum of Understanding shall be effective on the date of signing.