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du Canada

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

Group: Computer Systems
(All Employees)



CODE: 303/2000
Expiry Date: April 30, 2000

Canada



The Professional Institute
of the Public Service of Canada

L'Institut professionnel
de la fonction publique du Canada

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(All Employees)



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**Asterisks denote changes from the previous Collective Agreement.

PART 1 – GENERAL

ARTICLE 1

PURPOSE OF AGREEMENT

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

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

**ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

(a) **“bargaining unit”** means all the employees of the Employer in the Computer Systems Group, as described in the certificate issued by the Public Service Staff Relations Board on the 11th day of March 1969, and as amended on December 13, 1977 and June 1, 1999 (unité de négociation),

**

(b) **“common-law spouse”** a common-law spouse relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse, and lives and intends to continue to live with that person as if that person were his/her spouse (conjoint de fait),

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

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

- (e) **“day of rest”** in relation to an employee means a day, other than a designated paid holiday, on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave (jour de repos),
- (f) **“designated paid holiday”** means the twenty-four (24) hour period commencing at 00:01 hour of a day designated as a holiday in this Agreement (jour férié désigné payé),
- (g) **“double time”** means twice (2) the straight-time hourly rate (tarif double),
- (h) **“employee”** means a person so defined by the *Public Service Staff Relations Act* and who is a member of the bargaining unit (employé),
- (i) **“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),
- (j) **“headquarters area”** has the same meaning as given to the expression in the Travel Directive (région du lieu d’affectation),
- (k) **“hourly rate of pay”** means a full-time employee’s weekly rate of pay divided by thirty-seven and one-half (37 1/2) (taux de rémunération horaire),
- (l) **“Institute”** means the Professional Institute of the Public Service of Canada (Institut),
- (m) **“lay-off”** means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function (licenciement),
- (n) **“leave”** means authorized absence from duty (congé),
- (o) **“membership dues”** means the dues established pursuant to the by-laws and regulations of the Institute as the dues payable by its members as a consequence of their membership in the Institute, and shall not include any initiation fee, insurance premium, or special levy (cotisations syndicales),

- (p) **“overtime”** means work required by the Employer to be performed by a full-time employee in excess of his daily hours of work (heures supplémentaires),
- (q) **“time and one-half”** means one and one-half (1 1/2) times the hourly rate of pay (tarif et demi),

and
- (r) **“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 *Public Service Staff Relations Act*, have the same meaning as given to them in the *Public Service Staff Relations Act*,

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

ARTICLE 3 OFFICIAL TEXTS

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

ARTICLE 4 APPLICATION

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

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

ARTICLE 5
MANAGEMENT RIGHTS

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

ARTICLE 6
RIGHTS OF EMPLOYEES

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

PART 2 – WORKING CONDITIONS

ARTICLE 7

HOURS OF WORK

7.01 Day Work

- (a) Subject to clause 7.04, the normal work week shall be thirty-seven and one-half (37 1/2) hours and the normal work day shall be seven and one-half (7 1/2) consecutive hours, exclusive of a lunch period, between the hours of 7:00 a.m. and 6:00 p.m. The normal work week shall be Monday to Friday inclusive.
- (b) Where normal hours are to be changed so that they are different from those specified in clause 7.01(a) the Employer, in advance, except in cases of emergency, will consult with the Institute on such hours of work, and in such consultation, will show that such hours are required to meet the needs of the public and/or the efficient operation of the Service.

7.02 The Employer, to allow for the summer and winter hours, provided the annual total is not changed, may vary the normal weekly and daily hours of work.

7.03 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.

7.04 Shift Work

When, because of the operational requirements of the Service, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees work an average of thirty-seven and one-half (37 1/2) hours per week exclusive of meal breaks.

7.05 The Employer will make every reasonable effort:

- (a) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift;
 - (b) to avoid excessive fluctuation in hours of work;
- and
- (c) to grant days of rest which should be consecutive but may be in separate calendar weeks.

7.06 The staffing, preparation, posting and administration of shift schedules is the responsibility of the Employer.

7.07 The Employer shall set up a shift schedule which shall cover a minimum period of one (1) week, posted two (2) weeks in advance of the commencement of the scheduled period, which will cover the normal requirements of the work area.

7.08 Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

7.09 Where a new shift schedule has to be introduced by the Employer or an existing shift schedule has to be modified, the Employer, in advance, except in cases of emergency, will consult with the Institute on the timing of such shifts.

7.10 General

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

7.11 Consultation Regarding Change in Hours

The representative of each of the parties hereto shall, during the currency of this agreement, meet and consider the practicality of instituting work schedules that vary from seven and one-half (7 1/2) hours per day, Monday through Friday each week and/or vary from five (5) days per week. The parties shall make every reasonable effort to establish mutually acceptable work schedules that are consistent with operational requirements and shall particularly consider any specific proposals made by an employee or employees. If employees' requests for a variation in hours of work are consistent with the needs of the operational requirements, then such requests shall be implemented.

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

**

7.12 For an employee who completes required hours of work pursuant to clause 7.11, the agreement shall be administered as follows:

- (a) Article 2 – Interpretation and definitions

Clause 2.01(c) “daily rate of pay” shall not apply.

- (b) Article 12 – Designated Paid Holidays

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

ARTICLE 8 OVERTIME

8.01 An employee at Level CS-1, 2, 3 and 4 who is required to work overtime shall be compensated as follows:

**

- (a) on a normal work day at the rate of time and one-half (1 1/2) for the first seven and one-half (7 1/2) overtime hours worked and double time thereafter;

**

- (b) on days of rest at the rate of time and one-half (1 1/2) for the first seven and one-half (7 1/2) overtime hours worked and double time thereafter except, that when an employee is required by the Employer to work on two (2) or more consecutive and contiguous days of rest he shall be compensated on the basis of double (2) time for all hours worked on the second and each subsequent day of rest;

- (c) on a designated paid holiday, at the rate of time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours worked and double (2) time thereafter;

or

- (d) when an employee works on a holiday, which is not his scheduled day of work, contiguous to a day of rest on which he also worked, he shall be compensated on the basis of double (2) time for each hour worked.

8.02 Meal Allowance

**

- (a) An employee who works three (3) or more hours of overtime immediately following his normal hours of work shall be reimbursed his expenses for one meal in the amount of nine dollars (\$9) except where free meals are provided.

**

- (b) For each four (4) hours an employee works overtime continuously extending beyond the period provided in (a) above, he shall be reimbursed for one additional meal in the amount of seven dollars (\$7) except where free meals are provided.
- (c) Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.
- (d) This clause shall not apply to an employee who is in travel status that entitles him to claim expenses for lodging and/or meals.

8.03 Reporting Pay

When an employee is required to report for work on a day of rest or a designated paid holiday, he shall be paid the greater of:

- (a)
 - (i) compensation at the applicable overtime rate,
 - or
 - (ii) compensation equivalent to four (4) hours' pay at his hourly rate of pay, except that the minimum of four (4) hours' pay shall apply the first time only an employee is required to report for work during a period of eight (8) hours, starting with the employee's first reporting.

- (b) If an employee is given instructions during his workday to work non-contiguous overtime on that day and works such overtime, he shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight time, whichever is the greater.

General

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

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

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

8.07 The Employer will endeavour to make cash payments for overtime in the month following the month in which the credits were granted.

8.08

- (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 premium rate. The Employer reserves the right to direct an employee to take accumulated leave provided he first makes every reasonable effort to grant such leave in such amounts and at such times as the employee may request.

- (b) All compensatory leave, earned under this Article and/or Articles 9, Call-Back, 10, Stand-By, 13, Travelling Time, in excess of thirty-seven and one-half (37 1/2) hours outstanding at the end of the fiscal year, shall be paid in cash at the employee's hourly rate of pay on that date. An employee may elect to carry over into the next fiscal year up to a maximum of thirty-seven and one-half (37 1/2) hours of unused compensatory leave.

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

ARTICLE 9
CALL-BACK

9.01 When an employee, after having completed his normal hours of work, has left his place of work and prior to reporting for his next regular scheduled work period, is called back to work for a period of non-contiguous overtime, he shall be entitled to the greater of:

- (a) compensation equivalent to three (3) hours' pay at the applicable rate for overtime;
- (b) compensation at the applicable rate for his overtime worked.

9.02 Overtime earned under clause 9.01 shall be compensated in cash except where, upon application by the employee and at the discretion of the Employer, overtime may be taken in the form of compensatory leave in accordance with clause 8.08 of Article 8, Overtime.

9.03 When an employee is called back to work under the conditions described in clause 9.01 and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance at the rate normally paid by the Employer where the employee travels by means of his own automobile;
- or
- (b) out-of-pocket expense for other means of commercial transportation.

Time spent by the employee called back to work or returning to his residence shall not constitute time worked.

ARTICLE 10
STAND-BY

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

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

10.03 No stand-by duty payment shall be granted if an employee is unable to report for duty when required.

10.04 An employee on stand-by duty who is required to report for work shall be paid, in addition to the stand-by pay, the greater of:

(a) the applicable overtime rate for the time worked;

or

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

10.05 When an employee on stand-by duty is called back for work under the conditions described in clause 10.04 and is required to use transportation services other than normal public transportation services, he shall be compensated in accordance with clause 9.03 of this Agreement.

10.06 The Employer agrees that in the areas and in the circumstances where electronic paging devices are both practicable and efficient they will be provided without cost to those employees on stand-by duty.

10.07 Overtime earned under clause 10.04 shall be compensated in cash except where, upon application by the employee and at the discretion of the Employer, overtime may be taken in the form of compensatory leave in accordance with clause 8.08 of Article 8, Overtime.

ARTICLE 11
SHIFT AND WEEKEND PREMIUMS

**

11.01 Shift Premium

An employee on shift work shall receive a shift premium of one dollar and twenty-five cents (\$1.25) per hour for all hours (including overtime hours) worked between 16:00 and 08:00 hours. The shift premium will not be paid for hours worked between 08:00 and 16:00 hours.

11.02 Weekend Premium

**

- (a) Employees shall receive an additional premium of one dollar and twenty-five cents (\$1.25) per hour for work on a Saturday and/or Sunday for hours worked as stipulated in sub-clause 11.02(b) below.
- (b) Weekend premium shall be payable in respect of all regularly scheduled hours at straight-time hourly rates worked on Saturday and/or Sunday.

ARTICLE 12
DESIGNATED PAID HOLIDAYS

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

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

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

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

12.02 An employee absent without pay on both his full working day immediately preceding and his full working day immediately following a designated paid holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 29, Leave for Staff Relations Matters.

12.03 Designated Paid Holiday Falling on a Day of Rest

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

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

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

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

12.05 Designated Paid Holiday coinciding with a Day of Paid Leave

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

**ARTICLE 13
TRAVELLING TIME**

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

13.02 When an employee is required to travel outside his headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 13.03 and 13.04. Travelling time shall include time necessarily spent at each stopover en route up to a maximum of three (3) hours provided that such stopover does not include an overnight stay.

13.03 For the purposes of clauses 13.02 and 13.04, the travelling time for which an employee shall be compensated is as follows:

- (a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.
- (b) For travel by private means of transportation, the normal time as determined by the Employer to proceed from the employee's place of residence or workplace, as applicable, direct to his destination and, upon his return, direct back to his residence or workplace.
- (c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

13.04 If an employee is required to travel as set forth in clauses 13.02 and 13.03:

- (a) On a normal working day on which he travels but does not work, the employee shall receive his regular pay for the day.
- (b) On a normal working day on which he travels and works, the employee shall be paid:
 - (i) his regular pay for the day for a combined period of travel and work not exceeding eight (8) hours;and

**

- (ii) at the applicable overtime rate for additional travel time in excess of an eight (8) hour period of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate in any day.

**

- (c) On a day of rest or on a designated holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay at the straight-time rate.

13.05 Compensation shall not be paid for travelling time to courses, training sessions, conferences and seminars to which an employee is sent for the purpose of career development, unless he is required to attend by the Employer.

13.06 This Article does not apply to an employee required to perform work in any type of transport in which he is travelling. In such circumstances, the employee shall receive the greater of:

- (a) on a normal working day, his regular pay for the day;
- or
- (b) pay for actual hours worked in accordance with Article 8 of this Agreement.

13.07 Compensation earned under clause 13.04 shall be paid in cash except where, upon application by the employee and at the discretion of the Employer, such compensation may be taken in the form of compensatory leave in accordance with clause 8.08 of Article 8, Overtime.

****ARTICLE 14**
LEAVE – GENERAL

**

14.01

- (a) When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one day being equal to seven and one-half (7 1/2) hours.
- (b) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
- (c) Notwithstanding the above, in clause 17.02, Bereavement Leave with Pay, a “day” will mean a calendar day.

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

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

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

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

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

14.07 Notwithstanding anything contained in Article 15, Vacation Leave, Article 16, Sick Leave, and Article 17, Other Leave With or Without Pay, an employee shall not be granted vacation leave, sick leave, or other types of leave with pay while he is on leave without pay or under suspension.

**ARTICLE 15
VACATION LEAVE**

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

15.02 Accumulation of Vacation Leave Credits

**

An employee shall earn vacation leave credits at the rate described in (a) below for each calendar month during which he or she receives pay for at least seventy-five (75) hours.

Conversion Examples

15 days	112.5 hours
20 days	150 hours
25 days	187.5 hours
30 days	225 hours
35 days	262.5 hours

(a)

- (i) nine point three seven five (9.375) hours at his straight-time hourly rate until the month in which his eighth (8th) anniversary of service occurs;

- (ii) twelve point five (12.5) hours at his straight-time hourly rate for each month commencing with the month in which his eighth (8th) anniversary of service occurs;

**

- (iii) effective May 1, 1999 fifteen point six two five (15.625) hours at his straight-time hourly rate commencing with the month in which his eighteen (18th) anniversary of service occurs;
 - (iv) eighteen point seven five (18.75) hours at the employee's straight-time hourly rate commencing with the month in which the employee's twenty-ninth (29th) anniversary of service occurs.
- (b) However, an employee who is entitled to or who has received furlough leave, shall have his vacation leave credits earned under this Article reduced by three point one two five (3.125) hours per month from the beginning of the month in which he completes his twentieth (20th) year of continuous employment until the beginning of the month in which he completes his twenty-fifth (25th) year of continuous employment.

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

15.04 Entitlement to Vacation Leave with Pay

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

15.05 Provision for Vacation Leave

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

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

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

15.06 The Employer shall give the employee as much notice as is practicable that a request for vacation or furlough leave has or has not been approved. If the leave is not approved, the employee shall be so advised immediately.

Carry-Over and/or Liquidation of Vacation Leave

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

15.08 During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred twelve point five (112.5) hours may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on March 31, of the previous vacation year.

15.09 Recall from Vacation Leave

**

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

- (a) in proceeding to his place of duty;

and
- (b) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled after submitting such accounts as are normally required by the Employer.

**

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

15.11 Cancellation of Vacation Leave

**

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

15.12 Advance Payments

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

15.13 Leave when Employment Terminates

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

15.14 Abandonment

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

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

(a) is granted bereavement leave;

or

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

or

(c) is granted sick leave;

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

15.16 Vacation Leave Credits for Severance Pay

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

ARTICLE 16

SICK LEAVE

16.01 Credits

**

(a) 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.

**

(b) A shift worker shall earn additional sick leave credits at the rate of one-sixth (1/6th) of a day for each calendar month during which he or she works shifts and he or she receives pay for at least ten (10) days. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used fifteen (15) sick leave credits during the current fiscal year.

16.02 Granting of Sick Leave

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

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

and

(b) he has the necessary sick leave credits.

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

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

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

16.06 Advance of Credits

**

Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 16.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to twenty-five (25) days, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

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

**

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

ARTICLE 17
OTHER LEAVE WITH OR WITHOUT PAY

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

17.02 Bereavement Leave with Pay

**

For the purpose of this clause, immediate family is defined as father, mother, (or alternatively stepfather, stepmother or foster parent) brother, sister, spouse, (including common-law spouse residing with the employee), child, (including child of common-law spouse) stepchild or ward of the employee, grandchild, 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 must include 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 the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

**

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

(c) It is recognized by the parties that the circumstances that call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clauses 17.02(a) and (b).

**

- (d) If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 17.02(a) or (b), the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

17.03 Maternity Leave without Pay

(A)

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

- (a) Notwithstanding sub-clause 17.03(A)(1) above:

- (i) where the employee's new-born child is hospitalized within the period defined in sub-clause 17.03(A)(1) above;

and

- (ii) where the employee has proceeded on maternity leave without pay and then, upon request and with the concurrence of the Employer, returns to work for all or part of the period during which her new-born child is hospitalized;

the period of maternity leave without pay defined in sub-clause 17.03(A)(1) above may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee returned to work, to a maximum of seventeen (17) weeks.

- (b) The extension described in sub-clause 17.03(A)(1)(a) above shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (2) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
- (3) An employee who has not commenced maternity leave without pay may elect to:
 - (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave With Pay Article. For purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.
- (B) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.
- (C) Leave granted under this clause shall be counted for the calculation of continuous employment for the purpose of calculating severance pay and service for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

17.04 Maternity Allowance

- (A) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clause 17.04(B), provided that she:
 - (1) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay;

- (2) provides the Employer with proof that she has applied for and is in receipt of Employment Insurance (EI) pregnancy benefits pursuant to section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer;

and

- (3) has signed an agreement with the Employer stating that:
 - (a) she will return to work on the expiry date of her maternity leave without pay unless this 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 the employee fail to return to work as per the provisions of sub-clauses 17.04(A)(3)(a) and (b) for reasons other than death or lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sub-clause 17.04(A)(3)(b), or having become disabled as defined in the *Public Service Superannuation Act*, the employee recognizes that she is 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 sub-clause 17.04(A)(3)(b) above.
- (4) for the purpose of sub-clause 17.04(A)(3)(b), periods of leave with pay shall count as time worked.

- (B) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (1)
 - (a) where an employee is subject to a waiting period of two (2) weeks before receiving EI maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other moneys earned during this period;

and
 - (b) for each week that the employee receives a pregnancy benefit pursuant to section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the EI benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other moneys earned during this period.
 - (2) the maternity allowance to which an employee is entitled is limited to that provided in sub-clause 17.04(B)(1) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *EI Act*.
 - (3) The weekly rate of pay referred to in sub-clause 17.04(B)(1) shall be:
 - (a) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
 - (b) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in sub-clause 17.04(B)(3)(a) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.

- (4)
 - (a) The weekly rate of pay referred to in sub-clause 17.04(B)(3) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
 - (b) Notwithstanding sub-clause 17.04(B)(4)(a), and subject to sub-clause 17.04(B)(3)(b), if, on the day immediately preceding the commencement of maternity leave without pay, an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (5) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (6) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

17.05 Special Maternity Allowance for Totally Disabled Employees

- (A) An employee who:
 - (1) fails to satisfy the eligibility requirement specified in sub-clause 17.04(A)(2) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving EI maternity benefits;
 - and
 - (2) has satisfied all of the other eligibility criteria specified in sub-clause 17.04(A) except sub-clauses 17.04(A)(2) and (3);

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

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

17.06 Parental Leave without Pay

**

- (A) An employee who becomes a parent through the birth of a child or the adoption of a child below the age of majority shall, upon request, be granted parental leave without pay for a single period of up to twenty-six (26) 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:

**

- (1) where the period of maternity leave without pay as described in sub-clause 17.03(A)(1) above, is followed by a period of parental leave without pay taken by the employee, or in the case of a Public Service couple, by the employee's spouse, no later than fifty-two (52) weeks after the child is born;
- (2) where the period of maternity leave without pay is extended as described in sub-clause 17.03(A)(1)(a) above, is followed by a period of parental leave without pay taken by the employee, or in the case of a Public Service couple, by the employee's spouse, no later than fifty-two (52) weeks after the day the child is born;

and

**

(3) in all other cases, no later than fifty-two (52) weeks after the day the child is born or the acceptance of custody of the child for adoption.

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

(D)

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

**

(2) Parental leave without pay taken by a Public Service couple shall not exceed a total of twenty-six (26) 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.

17.07 Parental Allowance

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

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

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

and

- (3) has signed an agreement with the Employer stating that he or she:
- (a) will return to work on the expiry date of his or her parental leave without pay, unless this date is modified with the Employer's consent;
 - (b) within eighteen (18) 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 twenty-six (26);
- **
- (c) should the employee fail to return to work as per the provisions of sub-clauses 17.07(A)(3)(a) and (b) for reasons other than death or lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sub-clause 17.07(A)(3)(b), or having become disabled as defined in the *Public Service Superannuation Act*, the employee recognizes that he or she is 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 sub-clause 17.07(A)(3)(b) above.
- (4) for the purpose of sub-clause 17.07(A)(3)(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:

(1)

(a) where an employee is subject to a waiting period of two (2) weeks before receiving EI parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for each week of the waiting period, less any other moneys earned during this period;

(b) other than as provided in sub-clause 17.07(B)(1)(c) below, for each week in respect of which the employee receives EI parental benefits pursuant to section 23 of the *Employment Insurance Act*, the difference between the gross amount of the EI parental benefits he or she is initially eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay, less any other moneys 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 sub-clause 17.07(B)(1)(b) will be extended by the number of weeks of extended benefits which the employee receives under that subsection.

(2) The parental allowance to which an employee is entitled is limited to that provided in sub-clause 17.07(B)(1) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *EI Act*.

(3) The weekly rate of pay referred to in sub-clause 17.07(B)(1) shall be:

(a) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;

- (b) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in sub-clause 17.07(B)(3)(a) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- (4)
 - (a) The weekly rate of pay referred to in sub-clause 17.07(B)(3) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
 - (b) Notwithstanding sub-clause 17.07(B)(4)(a), and subject to sub-clause 17.07(B)(3)(b), if, on the day immediately preceding the commencement of parental leave without pay, an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (5) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (6) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

17.08 Special Parental Allowance for Totally Disabled Employees

- (A) An employee who:
- (1) fails to satisfy the eligibility requirement specified in sub-clause 17.07(A)(2) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving EI parental benefits;

and

 - (2) has satisfied all of the other eligibility criteria specified in sub-clause 17.07(A) except sub-clauses 17.07(A)(2) and (3);

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

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

17.09 Leave without Pay for the Care and Nurturing of Pre-school Age Children

**

Subject to operational requirements, an employee shall be granted leave without pay for the care and nurturing of the employee's pre-school age children (including children of common-law spouse) 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 three (3) weeks;
- (c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (d) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of continuous employment for the purposes of calculating severance pay and from the calculation of service for the purposes of calculating vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

17.10 Leave without Pay for Personal Needs

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

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- (c) an employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during his total period of employment in the Public Service; leave without pay granted under this clause may not be used in combination with maternity, parental leave without the consent of the Employer;
- (d) leave granted under (a) of this clause shall be counted for the calculation of continuous employment for the purpose of calculating severance pay and service for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes;
- (e) leave without pay granted under (b) of this clause shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay and service for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

17.11 Leave without Pay for Relocation of Spouse

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

17.12 Leave without Pay for the 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 (4) weeks in advance of the commencement date of such leave, unless, because of an urgent or unforeseeable circumstance, such notice cannot be given;
- **
- (b) leave granted under this clause shall be for a minimum period of three (3) weeks;
- **
- (c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Public Service;
 - (d) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of continuous employment for the purposes of calculating severance pay and from the calculation of service for the purposes of calculating vacation leave;
 - (e) time spent on such leave shall not be counted for pay increment purposes.

17.13 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 step-parents or foster parents); or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:
 - (i) an employee is expected to make every reasonable effort to schedule medical or dental appointments for dependent family members to minimize or preclude his absence from work, however, when alternative arrangements are not possible an employee shall be granted up to one-half (1/2) day for a medical or dental appointment when the dependent family member is incapable of attending the appointment by himself, or for appointments with appropriate authorities in schools or adoption agencies; an employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;
 - **
 - (ii) leave with pay to provide for the immediate and temporary care of a sick or elderly member of the employee's family and to provide an employee with time to make alternative care arrangements where the illness is of a longer duration;
 - (iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child; this leave may be divided into two (2) periods and granted on separate days;
 - (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 that may be granted under sub-clauses 17.13(b)(i), (ii), (iii) and (iv) shall not exceed five (5) days in a fiscal year.

17.14 Court Leave with Pay

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

- (a) to be available for jury selection;
 - (b) to serve on a jury;
- or
- (c) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate or coroner;
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of his position;
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
- or
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

17.15 Personnel Selection Leave with Pay

**

Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the Public Service, as defined in the *Public Service Staff Relations Act*, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required. This clause applies equally in respect of personnel selection processes related to deployment.

17.16 Injury-on-duty Leave with Pay

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

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

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

17.17 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 18

CAREER DEVELOPMENT

18.01 General

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

18.02 Education Leave

- (a) An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable him to fill his present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- (b) An employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to one hundred per cent (100%) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- (c) Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- (d) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:
 - (i) fails to complete the course;
 - (ii) does not resume employment with the Employer on completion of the course;or
 - (iii) ceases to be employed, except by reason of death or lay-off, before termination of the period he has undertaken to serve after completion of the course;

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

18.03 Attendance at Conferences and Conventions

- (a) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- (b) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions that are related to his field of specialization, subject to operational requirements.
- (c) The Employer may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- (d) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.
- (e) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his payment of convention or conference registration fees and reasonable travel expenses.
- (f) An employee shall not be entitled to any compensation under Article 8, Overtime, and 13, Travelling Time, in respect of hours he is in attendance at or travelling to or from a conference or convention under the provisions of this clause, except as provided by clause 18.03(d).

18.04 Professional Development

- (a) The parties to this Agreement share a desire to improve professional standards by giving employees the opportunity, on occasion, to:
 - (i) participate in workshops, short courses or similar out-service programs to keep up-to-date with knowledge and skills in their respective fields;
 - (ii) conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer;
 - (iii) carry out research in the employee's field of specialization not specifically related to his assigned work projects when, in the opinion of the Employer, such research is needed to enable the employee to fill his present role more adequately.
- (b) Subject to the Employer's approval, an employee shall receive leave with pay in order to participate in the activities described in clause 18.04(a).
- (c) An employee may apply at any time for professional development under this clause, and the Employer may select an employee at any time for such professional development.
- (d) When the Employer selects an employee for professional development under this clause, the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- (e) An employee selected for professional development under this clause shall continue to receive his normal compensation including any increase for which he may become eligible. The employee shall not be entitled to any compensation under Articles 8, Overtime, and 13, Travelling Time, while on professional development under this clause.
- (f) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses, as the Employer deems appropriate.

18.05

- (a) The Employer shall establish selection criteria for granting leave under clauses 18.02, 18.03 and 18.04. Upon request, a copy of these criteria will be provided to an employee and/or the Institute representative.
- (b) The parties to this Collective Agreement acknowledge the mutual benefits to be derived from consultation on career development. To this effect, the Employer, upon request, will consult with the Institute as prescribed in Article 35, Joint Consultation.

18.06 Examination Leave with Pay

Leave with pay may be granted to an employee for the purpose of writing an examination that will require the employee's absence during his normal hours of work. Such leave will be granted only where in the opinion of the Employer the course of study is directly related to the employee's duties or will improve his qualifications.

ARTICLE 19

SEVERANCE PAY

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

(a) Lay-Off

**

- (i) On the first lay-off after June 20, 1969, two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment, 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.

**

- (ii) On second or subsequent lay-off after June 20, 1969, 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, less any period in respect of which he was granted severance pay under sub-clause 19.01(a)(i) above.

(b) Resignation

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

**

(c) Retirement

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

or

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

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 benefit 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 one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, he shall be paid severance pay equal to the amount obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of his continuous employment to a maximum of twenty-seven (27) weeks less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave.

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

**

19.02 The period of continuous employment used in the calculation of severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under clause 22.01 be pyramided.

19.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification and level prescribed in his certificate of appointment on the date of the termination of his employment.

19.04 Appointment To A Separate Employer Organization

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

ARTICLE 20

RECLASSIFICATION AND STATEMENT OF DUTIES

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

**

20.02 Upon written request, an employee shall be entitled to an official statement of duties and responsibilities of his position including the position's classification level and point rating allotted by factor and an organization chart depicting the position's place in the organization.

ARTICLE 21
LABOUR DISPUTES

**

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

ARTICLE 22
SAFETY AND HEALTH

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

22.02 The Employer shall continue to provide, where economically and administratively feasible, working accommodation and facilities to meet the special requirements of computer systems services and the Employer agrees to consult with the Institute for the purpose of considering expeditiously the Institute's suggestions on the subject.

ARTICLE 23
TECHNOLOGICAL CHANGE

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

23.02 In this Article Technological Change means:

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

or

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

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

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

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

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

and

- (c) the location or locations involved.

**

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

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

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

PART 3 – STAFF RELATIONS MATTERS

ARTICLE 24
RECOGNITION

**

24.01 The Employer recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the 11th day of March 1969, and as amended on December 13, 1977 and June 1, 1999, covering employees of the Computer Systems Group.

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

ARTICLE 25
CHECK-OFF

25.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit.

Where no dues deductions are made from an employee's salary in respect of any given month as a result of the employee not earning any pay in that month or not earning sufficient pay to permit dues deductions to be made, the Employer shall not be required to make deductions from that employee's subsequent salary in respect of the month referred to above.

25.02 The Institute shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 25.01.

25.03 For the purpose of applying clause 25.01, 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.

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

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

25.06 The amounts deducted in accordance with clause 25.01 shall be remitted to the Institute by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

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

25.08 The Institute agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer, in which case the liability shall be limited to the amount of the error.

ARTICLE 26

USE OF EMPLOYER FACILITIES

26.01 Access by an Institute Representative

An accredited representative of the Institute may be permitted access to the Employer's premises on stated Institute business and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer.

26.02 Bulletin Boards

Reasonable space on bulletin boards, including electronic bulletin boards where available, will be made available to the Institute for the posting of official notices in convenient locations determined by the Employer and the Institute. Notices or other material shall require the prior approval of the Employer, except notices relating to the business affairs of the Institute and social and recreational events. The Employer shall have the right to refuse the posting of any information that it considers adverse to its interests or to the interests of any of its representatives.

26.03 Institute Literature

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

**ARTICLE 27
INFORMATION**

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

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

27.03 Upon written request of an employee, the Employer shall make available at a mutually satisfactory time National Joint Council Agreements listed in clause 34.03 which have a direct bearing on the requesting employee's terms and conditions of employment.

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

ARTICLE 28

STEWARDS

28.01 The Employer acknowledges the right of the Institute to appoint stewards from amongst the members of the bargaining unit for which the Institute is the certified bargaining agent.

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

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

28.04 A steward shall obtain the permission of his immediate supervisor before leaving his work to investigate with fellow employees complaints of an urgent nature, to meet with local management for the purpose of dealing with such complaints or problems, and to attend meetings called by management. Such permission shall not be unreasonably withheld. After the Steward resumes his duties, he shall so notify his supervisor as soon as practicable.

ARTICLE 29

LEAVE FOR STAFF RELATIONS MATTERS

29.01 Public Service Staff Relations Board Hearings

(1) Complaints made to the Public Service Staff Relations Board pursuant to Section 23 of the Public Service Staff Relations Act

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

- (a) to an employee who makes a complaint on his own behalf before the Public Service Staff Relations Board;
- and
- (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Institute making a complaint.

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

(3) Employee called as a Witness

The Employer will grant leave with pay:

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

**

29.02 Arbitration Board Hearings, Conciliation Board Hearings and Alternate Dispute Resolution Process

**

- (1) Where operational requirements permit, the Employer will grant leave with pay to an employee representing the Institute before an Arbitration Board, Conciliation Board or in an Alternate Dispute Resolution Process.

**

(2) Employee called as a Witness

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

29.03 Adjudication

(1) *Employee who is a Party*

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

(2) *Employee who Acts as Representative*

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

(3) *Employee called as a Witness*

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

29.04 Meetings During the Grievance Process

(1) *Employee Presenting Grievance*

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

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

and

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

(2) *Employee who Acts as Representative*

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

(3) Grievance Investigations

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

29.05 Contract Negotiations Meetings

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

29.06 Preparatory Contract Negotiations Meetings

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

29.07 Meetings Between the Institute and Management

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

29.08 Institute Official Meetings and Conventions

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

29.09 Representatives' Training Courses

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

29.10 Determination of Leave Status

Where the status of leave requested cannot be determined until the Public Service Staff Relations Board or an adjudicator has given a decision, leave without pay will be granted pending final determination of the appropriate leave status.

**ARTICLE 30
CONTRACTING OUT**

30.01 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 31
ILLEGAL STRIKES**

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

**ARTICLE 32
INTERPRETATION OF AGREEMENT**

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

**ARTICLE 33
GRIEVANCE PROCEDURE**

**

33.01 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement and which the parties to this Agreement have endorsed, the grievance procedure will be in accordance with section 14.0 of the NJC by-laws.

33.02 The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When an employee, within the time limits prescribed in clause 33.09, gives notice that he wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

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

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

and

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

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

**

33.05 Subject to and as provided in section 91 of the *Public Service Staff Relations Act*, an employee who feels that he has been treated unjustly or considers himself aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 33.03, except that:

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

and

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

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

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

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

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

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

33.09 An employee may present a grievance to the first step of the procedure in the manner prescribed in clause 33.03, not later than the twenty-fifth (25th) day after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to grievance.

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

- (a) where the decision or settlement is not satisfactory to him, within ten (10) days after that decision or settlement has been conveyed in writing to him by the Employer;
- or
- (b) where the Employer has not conveyed a decision to him within the time prescribed in clause 33.11, within fifteen (15) days after he presented the grievance at the previous step.

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

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

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

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

33.15 Where the provisions of clause 33.03 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency concerned. Similarly, the Employer shall be deemed to have delivered a reply at any step on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his 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.

33.16 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Institute representative, except as provided in clause 33.18.

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

**

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

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

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

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

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

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

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

or

**

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

or

**

- (c) disciplinary action resulting in suspension or a financial penalty;

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

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

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

ARTICLE 34

NATIONAL JOINT COUNCIL AGREEMENTS

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

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

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

- (1) Foreign Service Directives
- (2) Travel Directive
- (3) Withdrawal from Work in Imminent Danger Directive

- (4) Isolated Posts Directive
- (5) Clothing Directive
- (6) Living Accommodation Charges Directive
- (7) First Aid to the General Public - Allowance for Employees Directive
- (8) Memorandum of Understanding on the Definition of the Word 'Spouse'
- (9) Relocation Directive
- (10) Commuting Assistance Directive
- (11) Bilingualism Bonus Policy
- (12) Work Force Adjustment Directive

Safety and Health Standards (13-28)

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

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

34.05 Grievances in regard to the above directives, policies or regulations shall be filed in accordance with clause 33.01 of the Article on grievance procedure in this Collective Agreement.

ARTICLE 35

JOINT CONSULTATION

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

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

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

35.04 Joint Consultation Committee Meetings

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

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

35.06 Joint consultation committees are prohibited from agreeing to items which would alter any provision of this Collective Agreement.

ARTICLE 36

STANDARDS OF DISCIPLINE

36.01 Where written departmental Standards of Discipline are developed, the Employer agrees to supply sufficient information on the Standards of Discipline to each employee and to the Institute.

36.02 The Employer agrees to consult with the Institute when existing written Standards of Discipline are to be amended. The Employer further agrees to carefully consider and, where appropriate, introduce Institute recommendations on the matter.

36.03 Where an employee is required to attend a meeting on disciplinary matters, the employee is entitled to have a representative of the Institute attend the meeting when the representative is readily available. Where practicable, the employee shall receive a minimum of one (1) working day's notice of such meeting.

36.04 The Employer agrees not to introduce as evidence in a hearing related to disciplinary action any document or written statement concerning the conduct of an employee unless that employee has been provided with a copy of that document or statement within a reasonable period before that hearing.

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

PART 4 – OTHER TERMS AND CONDITIONS

****ARTICLE 37**
PART-TIME EMPLOYEES

Definition

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

General

37.02 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.

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

37.04 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

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

37.06 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 12.01 of this Agreement, the employee shall be paid time and one-half (1 1/2) the hourly rate of pay for all hours worked.

37.07 Overtime means:

**

- (i) in the case of a part-time employee, authorized work 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;

**

- (ii) in the case of a part-time employee whose normal scheduled hours of work are in excess of seven and one-half (7 1/2) hours per day in accordance with clause 37.13 of this article, authorized work in excess of those normal scheduled daily hours or an average of thirty-seven and one-half (37 1/2) hours per week.

37.08 Subject to clause 8.06 of Article 8, Overtime, a part-time employee who is required to work overtime shall be paid at time and one-half (1 1/2) for all overtime hours worked.

Vacation Leave

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

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

Sick Leave

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

Vacation and Sick Leave Administration

37.11

**

- (a) For the purposes of administration of clauses 37.09 and 37.10, 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

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

Variable Hours of Work

**

37.13 Upon request of an employee and with the concurrence of the Employer, a part-time employee may complete his scheduled weekly hours of work in a manner that permits such an employee to work in excess of seven and one-half (7 1/2) hours in any one day provided that over a period of twenty-eight (28) calendar days the part-time employee works an average of his or her scheduled weekly hours of work. As part of this clause, attendance reporting shall be mutually agreed between the employee and the Employer.

**

37.14 For an employee who completes required hours of work pursuant to 37.13, the definition of “daily rate of pay” clause 2.01(c) of Article 2 shall not apply.

ARTICLE 38

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

38.01 For the purpose of this Article:

- (a) a formal assessment and/or appraisal of an employee’s performance means any written assessment and/or appraisal by any supervisor of how well the employee has performed his assigned tasks during a specified period in the past;
- (b) formal assessments and/or appraisals of employee performance shall be recorded on a form prescribed by the Employer for this purpose.

38.02

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

**

- (c) An employee has the right to make written comments to be attached to the performance review form.

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

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

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

ARTICLE 39

EMPLOYMENT REFERENCES

39.01 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 40

PENOLOGICAL FACTOR ALLOWANCE

40.01 A Penological Factor Allowance shall be payable to incumbents in some positions in the bargaining unit which are in the Correctional Service Canada, subject to the conditions set forth in Appendix "E" to this Agreement.

ARTICLE 41

PUBLICATIONS AND AUTHORSHIP

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

41.02 The Employer agrees that original articles, professional and technical papers prepared by an employee, within the scope of his 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 or professional and technical papers in professional media. At the Employer's discretion, recognition of authorship will be given where practicable in departmental publications.

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

41.04

- (a) The Employer may suggest revisions to material and may withhold approval to publish an employee's publication.
- (b) When approval for publication is withheld, the author(s) 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 so requests.

ARTICLE 42

SEXUAL HARASSMENT

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

42.02

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

ARTICLE 43
NO DISCRIMINATION

**

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

****ARTICLE 44**

MATERNITY-RELATED REASSIGNMENT OR LEAVE

44.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child.

44.02 An employee's request under clause 44.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.

44.03 An employee who has made a request under clause 44.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

(a) modifies her job functions or reassigns her,

or

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

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

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

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

****ARTICLE 45**

MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

45.01 Up to half a day of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

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

****ARTICLE 46**

RELIGIOUS OBSERVANCE

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

46.02 Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave, leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.

46.03 Notwithstanding clause 46.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

46.04 An employee who intends to request leave or time off under this Article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

PART 5 – PAY AND DURATION

ARTICLE 47
PAY ADMINISTRATION

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

47.02 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 he is appointed, if the classification coincides with that prescribed in his certificate of appointment;

or

(b) the pay specified in Appendix “A” for the classification prescribed in his certificate of appointment if that classification and the classification of the position to which he is appointed do not coincide.

47.03

(a) The rates of pay set forth in Appendix “A” of this Agreement 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 this Agreement the following shall apply:

(i) retroactive period for the purpose of sub-clauses 47.03(b)(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 this Agreement is signed or when an arbitral award is rendered therefor;

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

(iii) rates of pay shall be paid in an amount equal to what would have been paid had this Agreement been signed or an arbitral award rendered therefor 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 sub-clause 47.03(b)(ii), 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 or no notification shall be made pursuant to clause 47.03(b) for one dollar (\$1) or less.

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

**

47.05 When an employee is required by the Employer to perform the duties of a higher classification or grade level on an acting basis for a period of at least four (4) consecutive working days, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to the higher classification level for the period in which he acts. When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

47.06

- (a) The pay increment period for employees at level CS-1 shall be six (6) months at rates one to eight (1-8).
- (b) Notwithstanding clause 47.06(a), an increase from the third (3rd), fourth (4th) or fifth (5th) rate to the sixth (6th) rate, and from the seventh (7th) or eighth (8th) rate to the ninth (9th) rate shall become effective the date on which the deputy head certifies that the employee has attained the requirements specified by the Employer for payment at that rate with the pay increment date for the employee calculated from the date the employee becomes entitled to that rate.
- (c) Each pay increment period for rates nine to thirteen (9-13) of level CS-1 and the pay increment period at levels CS-2 to CS-5 inclusive shall be twelve (12) months.

- (d) The pay increment date for an employee appointed on or after December 2, 1997, to a position in the bargaining unit on promotion, demotion, or appointment from outside the Public Service shall be the anniversary date of such appointment.
- (e) For employees appointed prior to December 2, 1997, their anniversary date will be the date on which the employee received his last pay increment.

47.07 Where, in the retroactive period, an employee was paid on initial appointment at a rate of pay above the minimum, or was promoted or transferred and paid at a rate of pay above the rates specified by the regulations for promotion or transfer, he shall be paid in the new scale of rates at the rate of pay nearest to but not less than the rate of pay at which he was appointed and, at the discretion of the deputy head, may be paid at any rate up to and including the rate shown immediately below the rate he was receiving.

47.08 With reference to Appendix "A", an employee shall, on the relevant effective dates of adjustments to rates of pay, be paid in the scale of rates at the rate shown immediately below his former rate.

ARTICLE 48

AGREEMENT REOPENER

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

ARTICLE 49

DURATION

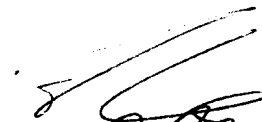
49.01 The duration of this Collective Agreement shall be from the date it is signed to April 30, 2000.

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

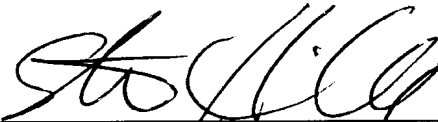
SIGNED AT OTTAWA, this 11th day of the month of June 1999.

THE TREASURY BOARD OF
CANADA

THE PROFESSIONAL
INSTITUTE OF THE PUBLIC
SERVICE OF CANADA



Linda Goben



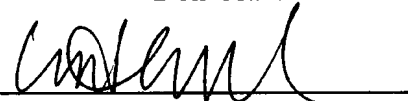
Steve Hindle



Don Graham



Blair Stannard



Marc Thibodeau



Brian Clark



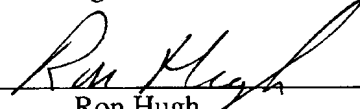
Eric Davies



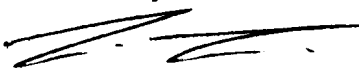
Greg Hamilton



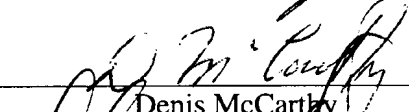
Rudy de Sa



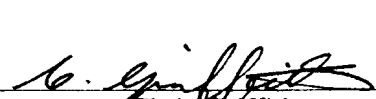
Ron Hugh



Louis Germain




Denis McCarthy



Chris Griffiths



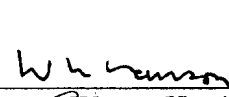
Oke Millett



Dave Goods



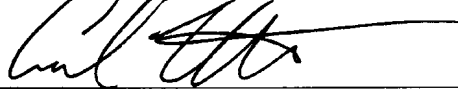
Alicia Ross



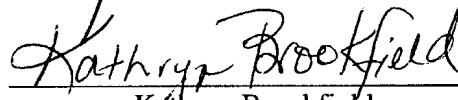
Wayne Harrison



Dan Butler



Carl Trottier



Kathryn Brookfield

****APPENDIX "A"****CS - COMPUTER SYSTEMS GROUP
ANNUAL RATES OF PAY**

X) Effective May 1st, 1999 - Restructure
A) Effective May 1st, 1999

CS-01

From:	\$	25155	26582	28015	29444	30876	32314	33743
To:	X	25155	26582	28015	29444	30876	32314	33743
	A		27114	28575	30033	31494	32960	34418

CS-01 (cont'd)

From:	\$	35182	36620	38048	39482	40916	42339	43762	
To:	X	35182	36620	38048	39482	40916	42339	43762	45185
	A	35886	37352	38809	40272	41734	43186	44637	46089

CS-02

From:	\$	42673	44208	45737	47275	48811	50348	51885	
To:	X	42673	44208	45737	47275	48811	50348	51885	53422
	A		45092	46652	48221	49787	51355	52923	54490

CS-03

From:	\$	50054	52012	53975	55939	57891	59843	61796	
To:	X	50054	52012	53975	55939	57891	59843	61796	63749
	A		53052	55055	57058	59049	61040	63032	65024

CS-04

From:	\$	57424	59668	61920	64159	66398	68635	70873	
To:	X	57424	59668	61920	64159	66398	68635	70873	73111
	A		60861	63158	65442	67726	70008	72290	74573

CS-05

From:	\$	65614	68403	71192	73983	76770	79555	82343	85130	
To:	X	65614	68403	71192	73983	76770	79555	82343	85130	87917
	A		69771	72616	75463	78305	81146	83990	86833	89675

PAY NOTES:**PAY ADJUSTMENT ADMINISTRATION****1. Restructure Administration**

- (a) Effective May 1st, 1999, prior to any other pay revision which occurs on that date, an employee shall be paid in the "X" line at the rate of pay which is immediately higher than the employee's rate of pay as of April 30, 1999.
- (b) Where an employee is performing acting duties on May 1st, 1999, and is paid acting pay pursuant to clause 47.05, the employee's acting rate of pay will be adjusted effective May 1st, 1999, in accordance with Pay Note 1(a). Upon termination of the acting assignment, the employee's substantive rate of pay will then be adjusted in accordance with Pay Note 1(a).

2. Pay Increment Administration for Part-time Employees

- (a) Part-time employees at levels CS-1 (at steps 9 to 14) and CS-2 to CS-5 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 of pay during a period of employment provided that the maximum rate 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 paragraph.
- (b) Part-time employees at level CS-1 (at steps 1 to 8) shall be eligible to receive a pay increment when the employee has worked a total of nine hundred and seventy-five (975) hours at the hourly rate of pay during a period of employment provided that the maximum rate 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 paragraph.

****APPENDIX "B"**

CS - COMPUTER SYSTEMS GROUP
WEEKLY, DAILY AND HOURLY RATES OF PAY

\$) Effective May 1st, 1999

CS-01

Annual:	A	27114	28575	30033	31494	32960	34418
Weekly:	\$	519.66	547.67	575.61	603.61	631.71	659.65
Daily:		103.93	109.53	115.12	120.72	126.34	131.93
Hourly:		13.86	14.60	15.35	16.10	16.85	17.59

CS-01 (cont'd)

Annual:	A	35886	37352	38809	40272	41734	43186	44637	46089
Weekly:	\$	687.79	715.88	743.81	771.85	799.87	827.70	855.51	883.34
Daily:		137.56	143.18	148.76	154.37	159.97	165.54	171.10	176.67
Hourly:		18.34	19.09	19.83	20.58	21.33	22.07	22.81	23.56

CS-02

Annual:	A	45092	46652	48221	49787	51355	52923	54490
Weekly:	\$	864.23	894.13	924.20	954.21	984.26	1014.32	1044.35
Daily:		172.85	178.83	184.84	190.84	196.85	202.86	208.87
Hourly:		23.05	23.84	24.65	25.45	26.25	27.05	27.85

CS-03

Annual:	A	53052	55055	57058	59049	61040	63032	65024
Weekly:	\$	1016.79	1055.18	1093.57	1131.73	1169.89	1208.07	1246.24
Daily:		203.36	211.04	218.71	226.35	233.98	241.61	249.25
Hourly:		27.11	28.14	29.16	30.18	31.20	32.22	33.23

CS-04

Annual:	A	60861	63158	65442	67726	70008	72290	74573
Weekly:	\$	1166.46	1210.48	1254.25	1298.03	1341.77	1385.50	1429.26
Daily:		233.29	242.10	250.85	259.61	268.35	277.10	285.85
Hourly:		31.11	32.28	33.45	34.61	35.78	36.95	38.11

CS-05

Annual:	A	69771	72616	75463	78305	81146	83990	86833	89675
Weekly:	\$	1337.22	1391.75	1446.32	1500.79	1555.24	1609.74	1664.23	1718.70
Daily:		267.44	278.35	289.26	300.16	311.05	321.95	332.85	343.74
Hourly:		35.66	37.11	38.57	40.02	41.47	42.93	44.38	45.83

APPENDIX “C”

PENOLOGICAL FACTOR ALLOWANCE

General

1. The Penological Factor Allowance (PFA) is used to provide additional compensation to an incumbent of a position who, by reason of duties being performed in a penitentiary, as defined in the *Penitentiary Act* as amended from time to time, assumes additional responsibilities for the custody of inmates other than those exercised by the Correctional Group, and is exposed to immediate hazards of physical injury by assault and other disagreeable conditions.

Degrees of Exposure

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

- | | |
|-----------|---|
| Continual | means fulfilment of the conditions described in Section 1 above throughout the working day and recurring daily. |
| Frequent | means fulfilment of the conditions described in Section 1 above for part or parts of the working day and generally recurring daily. |
| Limited | means fulfilment of the conditions described in Section 1 above on an occasional basis. |

Penological Factor

3. The value of X is set at one thousand and six hundred dollars (\$1,600) per annum. This allowance shall be paid on the same basis as that for the employee’s regular pay.

Amount of PFA

Formula

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

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

Application of PFA

5. Penological Factor Allowance shall only be payable to the incumbent of a position on the establishment of, or loaned to, Correctional Staff Colleges, Regional Headquarters and National Headquarters, when the conditions described in Section 1 above are applicable.
6. The applicability of PFA to a position and the position's degree of PFA entitlement shall be determined by the Employer following consultation with the bargaining agent.
7. Except as prescribed in Section 10 below, an employee shall be entitled to receive PFA for any month in which he receives a minimum of ten (10) days' pay in a position(s) to which PFA applies.
8. Except as provided in Section 9 below, PFA shall be adjusted when the incumbent of a position to which PFA applies is appointed or assigned duties in another position to which a different degree of PFA applies, regardless of whether such appointment or assignment is temporary or permanent. For each month in which an employee performs duties in more than one (1) position to which PFA applies, he shall receive the higher allowance, provided he has performed duties for at least ten (10) days as the incumbent of the position to which the higher allowance applies.

9. When the incumbent of a position to which PFA applies is temporarily assigned to a position to which a different degree of PFA, or no PFA, applies, and when the employee's basic monthly pay entitlement in the position to which he is temporarily assigned, plus PFA, if applicable, would be less than his basic monthly pay entitlement plus PFA in his regular position, he shall receive the PFA applicable to his regular position.
10. An employee will be entitled to receive PFA, in accordance with the PFA applicable to his regular position:
 - (a) during any period of paid leave up to a maximum of sixty (60) consecutive calendar days;

or
 - (b) during the full period of paid leave where an employee is granted injury-on-duty leave with pay because of an injury resulting from an act of violence from one or more inmates.
11. PFA shall not form part of an employee's salary except for the purposes of the following benefit plans:

Public Service Superannuation Act
Public Service Disability Insurance Plan
Canada Pension Plan
Quebec Pension Plan
Employment Insurance Act
Government Employees Compensation Act
Flying Accidents Compensation Regulations
12. If, in any month, an employee is disabled or dies prior to establishing an entitlement to PFA, the PFA benefits accruing to him or his estate shall be determined in accordance with the PFA entitlement for the month preceding such disablement or death.

APPENDIX "D"

SPECIAL PROVISIONS

D-1.01 An employee required to report aboard ship sailing from home port outside his normally scheduled working hours and who is not required to work aboard on reporting will be paid a premium of one (1) hour's pay at the straight-time rate.

MARINE DISASTER

D-2.01 Where an employee is assigned to duty aboard a ship and suffers loss of clothing or personal effects (those which can reasonably be expected to accompany the employee aboard ship) because of a marine disaster or shipwreck, he shall be reimbursed for the value of those articles up to a maximum of one thousand dollars (\$1,000).

D-2.02

- (a) An employee shall submit to the Employer a full inventory of his personal effects and shall be responsible for maintaining it in a current state.
- (b) An employee or his estate making a claim under this Article shall submit to the Employer reasonable proof of such loss, and shall submit a signed affidavit listing the individual items and values claimed.
- (c) These provisions shall be effective on the date of signing of the Collective Agreement.

****APPENDIX “E”**

**MEMORANDUM OF UNDERSTANDING
 BETWEEN THE
 TREASURY BOARD
 (HEREINAFTER CALLED THE EMPLOYER)
 AND
 THE PROFESSIONAL INSTITUTE
 OF THE PUBLIC SERVICE OF CANADA
 (HEREINAFTER CALLED THE INSTITUTE)
 IN RESPECT OF
 THE COMPUTER SYSTEMS GROUP BARGAINING UNIT**

Preamble

In an effort to resolve retention problems, the Employer will provide an Allowance to incumbents of positions at the CS-1 through CS-5 levels for the performance of duties in the Computer Systems Group.

Application

1. The parties agree that incumbents of positions identified above shall be eligible to receive a “Terminable Allowance” in the following amounts and subject to the following conditions:

(a) An Allowance to be paid in accordance with the following grid:

TERMINABLE ALLOWANCE		
	Monthly Payment in respect of May 1999	Monthly Payments in respect of June 1999 to April 2000
CS-1	\$438	\$139
CS-2	\$557	\$176
CS-3	\$667	\$212
CS-4	\$782	\$248
CS-5	\$899	\$285

- (b) The Terminable Allowance specified above does not form part of an employee's salary.
 - (c) An employee shall be paid the Terminable Allowance for each calendar month for which the employee receives at least ten (10) days' pay.
 - (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
 - (e) Subject to (f) below, the amount of the Terminable Allowance payable is that amount specified in 1(a) for the level prescribed in the certificate of appointment of the employee's substantive position.
 - (f) When an employee is required by the Employer to perform the duties of a higher classification level within the CS bargaining unit in accordance with clause 47.05, the Terminable Allowance payable shall be proportionate to the time at each level.
2. Part-time employees shall be entitled to the Allowance on a pro rata basis.
 3. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
 4. This Memorandum of Understanding expires on April 30, 2000.


SIGNED AT OTTAWA, this 11th day of the month of June 1999.

THE TREASURY BOARD OF
CANADA


THE PROFESSIONAL
INSTITUTE OF THE PUBLIC
SERVICE OF CANADA



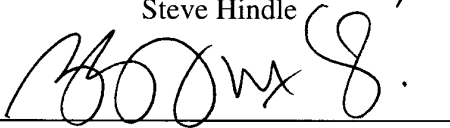
Linda Gobel



Don Graham



Steve Hindle



Blair Stannard