



Treasury Board of Canada  
Secrétariat

Conseil du Trésor du Canada  
Secrétariat

*Wages eff.  
April 19/87*

SOURCE	<i>Treas. Bd.</i>		
EFF.	<i>88</i>	<i>08</i>	<i>30</i>
TERM.	<i>90</i>	<i>04</i>	<i>18</i>
No. OF EMPLOYEES	<i>925</i>		
NOMBRE D'EMPLOYÉS	<i>925</i>		

**Group:**

TRANSLATION  
(all employees)

Agreement between  
the Treasury Board and  
the Canadian Union  
of Professional and  
Technical Employees

Code: 313/88

Expiry date:  
April 18, 1990

**Canada**

*Coded 04/02/88 @ 666802*



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Ottawa, Ontario  
K1A 0S5

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Available in Canada through

Authorized Bookstore Agents  
and other bookstores

or by mail from

Canadian Government Publishing Centre  
Supply and Services Canada  
Ottawa Canada K1A 0S9

Catalogue No. BT42-313/1990  
ISBN 0-660-54-250-1

Price subject to change without notice

CUPTE,  
Suite 909,  
77 Metcalfe St  
Ottawa, Ontario  
K1P 5L6

(i)

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\*\* Asterisks denote changes from previous Agreement.

ARTICLE 1

PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union 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 employees of the Employer in the Translation Group, Administrative and Foreign Service Category, as described in the certificate issued by the Public Service Staff Relations Board on July 25, 1978; (unit@ de négociation)
  - (b) a "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person of the opposite sex, publicly represented that person to be his/her spouse,

and lives and intends to continue to live with that person as if that person were his/her spouse; (conjoint de fait)

- (c) "Continuous Employment" has the same meaning as specified in the Public Service Terms and Conditions of Employment Regulations; (emploi continu)
- (d) "daily rate of pay" means an employee's weekly rate of pay divided by five (5); (taux de remuneration journalier)
- (e) "day of rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence; (jour de repos)
- (f) "double time" means twice the straight-time hourly rate; (tarif double)
- (g) "employee" means a person who is a member of the bargaining unit; (employé)
- (h) "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)
- (i) "Group" means the Translators, Interpreters and Terminologists Group of the Union; (groupe)
- (j) "headquarters area" has the same meaning as given to the expression in the Travel Regulations; (region du lieu d'affectation)
- (k) "holiday" means: (jour férié)

- (i) in the case of a shift that does not commence and end on the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced on a day designated as a paid holiday in this Agreement;
  - (ii) in any other case, the twenty-four (24) hour period commencing at 12:01 am. of a day designated as a paid holiday in this Agreement;
- (l) "lay-off" means the termination of employment of an employee due to lack of work or the discontinuance of a function; (mise en disponibilité)
  - (m) "leave of absence" means permission to be absent from duty; (cong )
  - (n) "membership dues" means the dues established pursuant to the constitution of the Union as the dues payable by its members as a consequence of their membership in the Union, and shall not include any initiation fee, insurance premium, or special levy; (cotisations syndicales)
  - (o) "overtime" means work performed by an employee in excess of his normal hours of work; (heures suppl mentaires)
  - (p) "straight-time hourly rate" means the hourly rate of pay obtained by dividing an employee's weekly rate of pay by thirty-seven and one-half (37 1/2); (tarif horaire normal)
  - (q) "time and one-half" means one and one-half (1 1/2) time the straight-time hourly rate; (tarif et demi)
  - (r) "Union" means the Canadian Union of Professional and Technical Employees; (le Syndicat)



- (s) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176; (taux de rémunération hebdomadaire)
- (t) unless otherwise indicated by the context, what is formulated in the masculine gender includes the feminine gender and vice versa.

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

#### APPLICATION

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

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

ARTICLE 4

MANAGEMENT RIGHTS

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

ARTICLE 5

RIGHTS OF EMPLOYEES

5.01 Nothing in this Agreement shall be construed as limiting or eliminating any rights or obligations whatever, recognized or conferred upon any employee, under any Federal or Provincial statutes, present or future.

5.02 Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the 25th day of July 1978, covering employees of the Translation Group.

\*\* 5.03 No Discrimination

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

1/1

ARTICLE 6

APPOINTMENT OF STEWARDS

6.01 The Employer acknowledges the right of the Union to appoint employees as Stewards.

6.02 The Employer and the Union shall determine the geographical area of jurisdiction of each Steward, having regard to the plan of organization, the distribution of employees at the work place, the administrative structure and/or any other relevant factor.

6.03 The Union shall notify the Employer promptly and in writing of the names of its Stewards.

ARTICLE 7

TIME OFF FOR STEWARDS

\*\* 7.01 A Steward shall obtain the permission of his immediate supervisor before leaving his work to:

- (a) investigate with fellow employee complaints of an urgent nature;
- (b) meet with local management for the purpose of dealing with such complaints or problems; and
- (c) 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 8

USE OF EMPLOYER FACILITIES

8.01 A duly-accredited representative of the Union may be permitted access to the Employer's premises on stated Union business and to attend meetings called by management.

8.02 Reasonable space on bulletin boards will be made available to the Union for the posting of official notices in convenient locations determined by the Employer. Notices or other material shall require the prior approval of the Employer. The Employer shall have the right to refuse the posting of any information which he considers adverse to his interests or to the interests of any of his representatives.

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

ARTICLE 9

INFORMATION

9.01 The Employer agrees to provide the Union, as soon as is practicable, with a list of all employees in the bargaining unit and thereafter will provide on a quarterly basis a list of all employees who have entered the bargaining unit together with a list of all employees who have left the bargaining unit. The lists referred to herein shall include the name, employing department, geographical location and classification of the employee.

9.02 The Employer shall endeavour to provide accurate lists but shall not be held responsible by the Union for any errors in these lists.

9.03 The Employer agrees to supply each employee with a copy of the Collective Agreement and any amendments thereto and will endeavour to do so within one (1) month after receipt from the printer.

9.04 The employing department will provide to the Group every three months an up-to-date list of employees by section in the bargaining unit.

ARTICLE 10

LEAVE FOR UNION BUSINESS

PUBLIC SERVICE STAFF RELATIONS BOARD HEARINGS

10.01

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

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

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

- (b) Applications for Certification, Representations and Interventions with respect to Application for Certification

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

(i) to an employee who represents the Union in an application for certification or in an intervention,

and

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

(c) Employee called as a Witness

The Employer will grant leave with pay:

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

and

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

ARBITRATION BOARD AND CONCILIATION BOARD HEARINGS

10.02

(a) Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Union before an Arbitration Board or Conciliation Board.

(b) Employee called as a Witness

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

ADJUDICATION

## 10.03

(a) Employee who is a Party

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

(b) 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.

(c) 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.

MEETINGS DURING THE GRIEVANCE PROCESS

## 10.04

(a) Employee Presenting Grievance

If operational requirements permit, the Employer shall grant leave with pay to any employee whom it calls to a meeting or agrees to meet with.

(b) Employee who Acts as Representative

Where an employee wishes to represent at a meeting with the Employer, an employee who has presented a grievance, the Employer will, where operational requirements permit, grant leave with pay to the 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.

(c) Grievance Investigations

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and an employee acting on behalf of the Union 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.

CONTRACT NEGOTIATIONS MEETINGS

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p-3*

10.05 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 Union.

PREPARATORY CONTRACT NEGOTIATIONS MEETINGS

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

MEETINGS BETWEEN THE UNION AND MANAGEMENT

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

GROUP EXECUTIVE MEETINGS, UNION EXECUTIVE MEETINGS AND UNION CONVENTIONS

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p-3*

10.08 Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend Group Executive meetings, Union Executive meetings and Union Conventions.



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STEWARDS' TRAINING COURSES

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

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FULL-TIME UNION POSITION

10.10 Where operational requirements permit, the Employer will grant leave without pay to an employee elected to a full-time union position for the duration of his term of office.

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ARTICLE 11

CHECK-OFF

11.01 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 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.

11.02 For the purpose of applying clause 11.01, deductions from pay for each employee in respect of each month will start with the first full calendar month of employment, to the extent that earnings are available.

11.03 The Union shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 11.01. The Union shall give at least three (3)

months advance notice to the Employer of any amendments to the amount of the authorized monthly deductions.

11.04 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.

11.05 From the date of signing and for the duration of this Agreement, no employee organization, as defined in Section 2 of the Public Service Staff Relations Act, other than the Union, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

11.06 The amounts deducted in accordance with clause 11.01 shall be remitted to the Union 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.

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

11.08 The Union 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 connection with the deduction of the amount equal to the monthly membership dues.

ARTICLE 12

HOURS OF WORK

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\*\* 12.01

- (a) The normal work week shall be thirty-seven and one-half (37 1/2) hours Monday through Friday except for employees entitled to sessional leave or interpretation leave under Article 19 and employees engaged in shift work. The daily hours of work shall be seven and one-half (7 1/2) hours and shall be worked between the hours of 8:00 a.m. and 6:00 p.m.
- (b) Where scheduled hours are to be changed so that they are different from those specified in sub-clause 12.01(a), the employing department, except in cases of emergency, shall consult in advance with the union on such hours of work and in such consultation, shall show that such hours are required to meet its operational requirements.
- (c) The employee shall not normally be required to submit an attendance report more than once a month.

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12.02 Provided operational requirements are met and after successful consultation between the employing department and the representatives of the employees, with the exception of employees excluded from the operation of clause 12.01, employees may work according to a system of flexible hours between the hours of 7:00 a.m. and 6:30 p.m., and other than on a five-day basis.

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.

## 12.03

- (a) For employees assigned to interpretation duties, the daily interpretation workload shall generally include two (2) sessions of approximately three (3) hours each, or a total of approximately six (6) hours to be worked by a team of three (3) interpreters in a single "bilingual" booth, or by teams of two (2) interpreters in double or multiple "unilingual" booths, except at the House of Commons of the Parliament of Canada, where the teams are made up of three (3) interpreters per booth. A team of interpreters should not normally work for more than four (4) consecutive hours.
- (b) If, because of exceptional circumstances, only two interpreters perform the work required in a single "bilingual" booth, the daily interpretation workload shall not include more than two sessions of approximately two (2) hours each. In such event, the team shall be composed in such a way that the task can be distributed fairly between the interpreters.
- (c) In the performance of their other duties, interpreters shall abide by the provisions of clause 12.01. Such a work day counts for two (2) units for purpose of the provisions of clause 12.04.

## 12.04

- (a) Work records for interpreters shall be computed in work units each of which represents assignment to interpretation for an average of two and one-half (2 1/2) hours,

or other services performed during a period of three and three-quarters (3 3/4) hours; such services shall primarily include duly authorized training and documentation activities performed in an appropriate place and the performance of administrative work and procedures associated with the function of interpreter. In general, twelve (12) work units worked in five (5) consecutive days shall represent a normal work week.

- (b) An employee who is not assigned either to interpretation duties or to office work because he has appreciably more units to his credit than his colleagues shall not be considered on leave unless approval is given. However, an employee may not refuse an assignment on the basis of such credit.
- (c) All approved leave shall be credited to the employee at the rate of one unit for each half (1/2) day and two (2) units for each full day.
- (d) The weekly and cumulative statistics on interpreters\* work units shall be posted regularly together with the final version of the monthly assignment program.

**12.05 Where operational requirements permit, an employee shall be granted two (2) consecutive days of rest during each seven(7)-day period.**

12.06

- (a) Interpreters assigned to official language services as of the signing date of the collective agreement, shall provide, on a regular rotational basis, tours of duty to the Parliament of Canada; the interpreter who has completed three (3) full months of sessional work may expect to be transferred at the re-opening of Parliament following the next adjournment of Parliament.

- (b) Between sessions, translators-interpreters are called upon to work as conference interpreters when all available TR-3 interpreters have received interpretation assignments. The assignment of translators-interpreters to a conference shall not, however, be cancelled in the event an interpreter unexpectedly becomes available.

Shift Work Employees

12.07

- (a) In the case of employees engaged in shift work, the average standard hours of work, for the shift period, shall be thirty-seven and one-half (37 1/2) hours each week.
- (b) Where operational requirements permit, meal periods shall be granted to employees by the Employer.
- (c) Where operational requirements permit, the days of rest of an employee shall be consecutive and shall in no case be less than two (2).
- (d) In these articles, "shift work schedule" means the allocation of shifts over a period not to exceed two (2) consecutive months.

12.08 The Employer shall endeavour by all means in its power to allocate shifts in such a way that:

- (a) employees shall rotate through the various shifts in such a manner that the requirements for working night shifts, evening shifts and weekends will be shared, to the extent that operational requirements will permit, by all employees covered by the shift schedule;

- (b) employees are not required to work less than seven (7) hours or more than nine (9) hours for any one shift;
- (c) no shift shall be scheduled starting within the sixteen (16)-hour period following the end of the employee's last shift.

Provided it will not result in additional costs to the Employer, employees in the same service may exchange shifts with the permission of the shift supervisor. Such permission shall not be unreasonably withheld. Once the exchange is approved, the work schedule shall then become the official shift work schedule for the service.

#### 12.09

- (a) The Employer agrees that, before any change is made to a shift work schedule, the employees affected by such change shall, wherever possible, receive notice of such change at least seven (7) days in advance.
- (b) When an employee is required to move from one shift to another without receiving notice of such change at least twenty-four (24) hours before the coming into force of the modified shift schedule, he shall be paid time and one-half (1 1/2) for the first shift worked under the new schedule,

12.10 Within the established rotational system, an employee who performs the functions of "substitute" may not be so assigned for a period exceeding two (2) consecutive months.

ARTICLE 13

OVERTIME


Compensation

13.01 The TR-1s, TR-2s and TR-3s who are required to work overtime during the normal work week are granted compensation at time and one-half (1 1/2) for each hour worked beyond their normal weekly hours of work.

The TR-4s included in the bargaining unit shall be entitled to leave equivalent in duration to the overtime worked.

Compensation for Work on Day of Rest

13.02 Subject to clause 13.09,

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

Compensation for Work on a Designated Holiday

13.03 Where an employee works overtime on a designated holiday, he shall be paid, in addition to the pay that he would have been granted had he not worked on the holiday, on the basis of time and one-half (1 1/2) for all hours worked by him on the holiday.



Compensation or Shift Work

13.04 Employees working on shift shall be granted compensation as follows:

- (a) Time and one-half (1 1/2) for each hour worked beyond the normal hours of work in each work week.
- (b) Time and one-half (1 1/2) for each hour worked on the first day of rest and double time for each hour worked on additional and consecutive days of rest.
- (c) Double time (2) for each hour performed on a designated holiday.

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Compensation for Call-Back and Standby

13.05

- (a) An employee who is called back by the Employer to work at any time after he has completed his normal work day and/or before commencement of his next formal work day shall be granted compensation at the appropriate rate for his overtime. Such compensation shall be calculated on the basis of the time spent in work, with a minimum period of four (4) hours' credit. An employee is considered to be called back to work if he reports for duty after leaving the employer's premises at the end of his normal workday or before the start of his normal workday.
- (b) (i) When the Employer requires an employee to be available on standby during off-duty hours, the employee shall be compensated at the rate of one (1) hour for each eight (8) hour period or portion thereof for which he has been designated as being on standby duty;

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D

- (ii) An employee on standby who is called in to work by the Employer and who reports for work shall be compensated in accordance with paragraph 13.05 (a);
- (iii) An employee required to be on standby duty shall be available during the period of standby at a known telephone number and be able to return for duty as quickly as possible if called;
- (iv) No standby duty payment shall be granted if the employee is unable to report for duty when required;
- (v) Payments made under this clause shall not be pyramided; that is an employee shall not receive more than one compensation for the same service.

Compensatory Leave

- 13.06 Upon application by the employee and where operational requirements permit, compensation earned under this Article may be taken in the form of compensatory leave.
- 13.07 Compensatory leave taken in accordance with the present article will be calculated at the applicable premium rate laid down in this Article.
- 13.08 Compensatory leave with pay not used by the end of a twelve (12)-month period, as determined by the Employer, will be paid for in cash. Such compensation will be calculated at the applicable premium rate as of the last day of the twelve (12)-month period in which the overtime had been worked.

General

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

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

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

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

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\*\* 13.13 An employee who works three (3) or more hours of overtime immediately before or following his scheduled hours of work shall be reimbursed his expenses for one meal in the amount of five dollars (\$5.00) except when the meal has been provided free to the employee. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

#### ARTICLE 14

##### TRAVELLING TIME

14.01 Where an employee is required by the Employer to travel outside his headquarters area and on government business, as these expressions are normally defined by the Employer, and when such travel is approved and the means of travel determined by the Employer, the employee is entitled to be compensated only in accordance with clause 14.03, except for employees entitled to sessional leave or interpretation leave under clauses 19.01 and 19.02.

14.02 For purposes of clause 14.03 the travelling time to be compensated is as follows:

- (a) For travel by public transportation, the time between the regularly scheduled time of departure and the regularly scheduled time of arrival at a destination, except that for travel by aircraft, the scheduled limousine time to and from the airports will also be considered as travel time.
- (b) For travel by privately-owned automobile, the normal time as determined by the Employer to drive from the employee's place of residence directly to his destination and return.

14.03 If an employee is required to travel in accordance with the provisions of clauses 14.01 and 14.02;

- (a) on a normal work day during which he travels but does not work, he will receive his normal day's pay;
- (b) on a normal work day during which he travels and works, he will receive:
  - (i) his normal day's pay for a period of travel and work not exceeding seven and one-half (7 1/2) hours;
  - (ii) the applicable overtime rate for the additional travelling time in excess of a period of travel and work of seven and one-half (7 1/2) hours, but the maximum paid in respect of this additional travelling time shall not exceed seven and one-half (7 1/2) hours' pay at the straight-time rate in any given day;
- (c) on a day of rest or a designated paid holiday, he will be paid at the applicable overtime rate for the hours spent in travel to a maximum of seven and one-half (7 1/2) hours' pay at the straight-time rate.

14.04 Upon application by the employee, the Employer may meet any obligation to pay compensation to an employee under this Article by granting to that employee compensatory leave in lieu of such compensation. ~~Compensatory leave~~ with pay not used by the end of a twelve (12)-month period, as determined by the Employer, will be paid in cash.

14.05 All calculations for travel time shall be based on each completed half (1/2) hour of travel.

14.06 ~~No~~ travel compensation will be paid for travel in connection with courses, training sessions, conferences and seminars, or for periods of travelling time of less than one (1) hour's duration within twenty-four (24) hours.

14.07 Employees excluded from the provisions of clause 14.03 by the application of clause 14.01 shall receive, for purposes of calculating their service as provided in clause 12.03 (Hours of Work), travel credits calculated as follows:

- (a) ~~one unit for each travel period of three and three-quarter (3 3/4) hours or less;~~
- (b) ~~three units for each complete day spent away from home; this maximum total may include any combination of travel periods, work and rest.~~

Travel periods shall be calculated in accordance with the provisions of clause 14.02.

## ARTICLE 15

### PAY

15.01 Except as provided in clauses 15.02, 15.03, 15.04 and 15.05, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

15.02 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.

15.03

(a) The rates of pay set forth in Appendix "A" of the Agreement shall become effective on the dates specified in the said Agreement.

(b) Where the rates of pay set forth in Appendix "A" of the Agreement have an effective date prior to the date of signing of the Agreement, the following shall apply:

(i) "retroactive period" for the purposes of clauses (i) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the Agreement is signed;

(ii) a retroactive upward revision in rates of pay shall apply to employees and former employees during the retroactive period or, in the case of death, to their estate;

- (iii) retroactive pay shall be paid in a single amount equal to the difference between what an employee received and what he would have received on the effective date of the revision in rates of pay;
  - (iv) in order for former employees covered by (ii) or their estate to receive payment in accordance with clause (iii), the Employer shall notify such individuals, be registered mail sent to 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 with respect to such payment ceases;
  - (v) no payment or notification shall be made pursuant to clause (b) for one dollar or less.
- (c) **Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with Appendix "A".**

$\frac{47}{10}$  15.04 The qualifying period for the payment of acting pay for employees at levels TR-1, TR-2 and TR-3 is ten (10) consecutive working days and for employees at level TR-4 is twenty (20) consecutive working days. This payment will be made in accordance with existing regulations.

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

15.06 When a translator is assigned by the Employer to interpretation duties for a temporary period, he shall be entitled to an amount of twenty-five dollars (\$25.00) per day in addition to his regular pay but such amount shall not be granted for the time spent in training for such an assignment. The current practices shall be respected.

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Shift Premium

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\*\* 15.07 An employee shall receive a shift premium of fifty (506) cents an hour for all hours worked, including overtime worked on shifts in which half (1/2) or more of the time is regularly scheduled between 6:00 p.m. and 6:00 a.m., except that an employee working on a shift regularly scheduled to start between 10:00 p.m. and 2:00 a.m. shall receive instead a shift premium of sixty (60¢) cents an hour for all hours worked.

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15.08

- \*\* (a) An employee shall receive an additional premium of sixty (60¢) cents an hour for hours worked on Saturdays and/or Sundays, as provided in b) below.
- (b) The weekend premium shall be payable for all regularly scheduled hours worked at the straight-time rate on Saturday and/or Sunday.

15.09 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 Union the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

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ARTICLE 16

DESIGNATED PAID HOLIDAYS

16.01 Subject to clause 16.02, 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
- (1) one additional day when proclaimed by an Act of Parliament as a National Holiday.

16.02 Clause 16.01 does not apply to an employee who is absent without pay on both the normal working day immediately preceding and the normal working day immediately following the designated holiday, except in the case of an employee who is granted time off without pay under the provisions of Article 10.

Holiday Falling on a Day of Rest

16.03 When a day designated as a holiday under clause 16.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first normal day of work following his day of rest.

16.04 When a day designated **as** a paid holiday for an employee is moved to another day under the provisions of clause 16.03:

(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.

Holiday Coinciding with a Day of Paid Leave

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

ARTICLE 17VACATION LEAVEAccumulation of Vacation Leave

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

- 54  
01-03 (i) one and one-quarter (1 1/4) days until the month in which the anniversary of his eighth (8th) year of employment occurs;
- 08-04 (ii) one and two-thirds (1 2/3) days commencing with the month in which his eighth (8th) anniversary of employment occurs;
- 8808-8903  
20-05 (iii) two and one-twelfth (2 1/12) days commencing with the month in which his twentieth (20th) anniversary of employment occurs;
- \*\*  
8904-8917  
19-05 (iv) effective April 1, 1989, two and one-twelfth (2 1/12) days commencing with the month in which his nineteenth (19th) anniversary of employment occurs.

17.02 An employee who has not received at least ten (10) days' pay for each calendar month of a fiscal year will earn vacation leave at one-twelfth (1/12) of the rate referred to in clause 17.01 for each calendar month for which he received at least ten (10) days' pay.

- \*\* 17.03 For the purpose of clause 17.01 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.

Granting of Vacation Leave

17.04 In granting vacation leave with pay to an employee the Employer shall, subject to the operational requirements of the service, make every reasonable effort:

- (a) to schedule the employee's vacation leave during the fiscal year in which **it is** earned if so requested by the employee before May 1;
- (b) to schedule the vacation leave for at least two (2) consecutive weeks, **if** so requested by the employee before May 1;
- (c) to comply with any request made by an employee before January 31 that he be permitted to **use** in the following fiscal year any period of vacation leave of four (4) days or more earned by him in the current year;
- (d) to schedule vacation leave when specified by the employee if:
  - (i) the period of vacation leave requested is less than a week,
  - and
  - (ii) the employee gives the Employer at least two (2) days' advance notice for each day of vacation leave requested.

17.05 The Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in clause 17.04.

17.06 An employee earns but is not entitled to take vacation leave with pay during his first six (6) months of continuous employment.

Displacement of Vacation Leave

17.07

- (a) If, during any period of vacation leave, an employee is granted bereavement leave or leave with pay for illness in the immediate family, the period of vacation leave will be displaced.
- (b) Sick leave, on production of a medical certificate, can displace annual leave for any period in excess of one (1) day of sickness per week of vacation leave.

The period of vacation leave displaced in accordance with paragraphs (a) and (b) of this clause shall either be added to the vacation leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

Carry-over of Vacation Leave

17.08 The parties agree that ~~it~~ <sup>it</sup> is preferable for employees to take their vacation leave during the fiscal year in which it is earned.

\*\* 17.09

- (a) ~~When~~ <sup>Where</sup> in any fiscal year, an employee has not been granted all of the vacation leave credited to him, the unused portion of his vacation leave shall be carried over into the following vacation year. Any carry-over beyond one (1) year shall be by mutual consent.

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

Recall from Vacation Leave

17.10 Subject to operational requirements, the Employer will make every reasonable effort not to recall an employee to duty after he has proceeded on vacation leave.

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

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

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

17.12 The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 17.11 to be reimbursed for reasonable expenses incurred by him.

Cancellation of Vacation Leave

- \*\* 17.13 When the Employer cancels or alters a period of vacation 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.

Vacation Leave when Employment Terminates

\*\* 17.14 Where an employee dies, he or his estate shall, in lieu of earned vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment.

17.15 Notwithstanding clause 17.14, an employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in clause 17.14 if he requests it within six (6) months following the date upon which his employment is terminated.

Advance Payments

17.16 The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.

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

ARTICLE 18SICK LEAVE13  
15-997Credits

18.01 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 he receives pay for at least ten (10) days.

Granting of Sick Leave

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

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

and

(b) he has the necessary sick leave credits.

\*\* 18.03 Unless the employee is otherwise informed by the Employer, a statement signed by him describing the nature of his illness or injury and stating that because of this illness or injury he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 18.02 (a), if the period of leave does not exceed five (5) days.

18.04 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.

18.05 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.



Advance of Credits

18.06 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 18.02, sick leave with pay may, at the discretion of the Employer, be granted:

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

or

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

subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for other than death or lay-off, the recovery of the advance from any monies owed the employee.

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

ARTICLE 19SESSIONAL AND INTERPRETATION LEAVESessional Leave

## 19.01

(a) In addition to any annual leave, an employee who is normally required to perform work days of varying length with irregular hours, because he works on parliamentary debates or carries out duties that require his periodic

assignment to Parliament, shall receive special compensation in the form of sessional leave, the number of days of which in one fiscal year shall be calculated in the following manner:

Forty (40) days, multiplied by a fraction in which the numerator corresponds to the number of work days that coincide with days on which the House of Commons was in session, worked by the employee during the fiscal year, and the denominator corresponds to the total number of days the House of Commons was in session during the fiscal year.

The granting of sessional leave is subject to departmental requirements and such leave must normally be taken during intersessional periods in the fiscal year for which it is granted. If departmental requirements do not permit the Employer to grant sessional leave during the fiscal year, such leave must be granted before the end of the following fiscal year.

- (b) No cash payments will be granted under Article 13 (Overtime) of this Agreement to employees who receive sessional leave or interpretation leave.
- (c) Employees who were entitled to sessional leave on September 30, 1971 shall have their sessional leave calculated in the following manner:

Fifty (50) days, multiplied by a fraction in which the numerator corresponds to the number of work days that coincide with days on which the House of Commons was in session, worked by the employee during the

fiscal year, and the denominator corresponds to the total number of days the House of Commons was in session during the fiscal year.

- (d) No leave, annual or sessional, shall be granted to an employee entitled to sessional leave under paragraph (a) above while Parliament is in session, unless the Employer approves or offers it because the circumstances of the request justify it.
- (e) Subject to departmental requirements the Employer shall make every reasonable effort to grant an employee entitled under this clause once annually a period of eight (8) weeks' consecutive vacation, in the form of sessional leave or a combination of credits for this type of leave and annual leave.
- (f) For purposes of calculating the credits provided for by paragraphs (a) and (c) of this clause, the days of leave granted in accordance with paragraphs (d) and (e) shall be counted as sessional work days if they coincide with days on which Parliament is in session.

#### Interpretation Leave

##### 19.02

- (a) In addition to any annual leave, interpreters not assigned to a Parliamentary Section or the Multilingual Interpretation Section shall receive special compensation in the form of interpretation leave, accrued at the rate of 1.04 days for every five (5) days worked, the total of such leave not to exceed 40 days in any fiscal year. For interpreters who were entitled to sessional leave on September 30, 1971, interpretation leave shall be accrued at the rate of 1.36 days for every five (5)

days worked, the total of such leave not to exceed 50 days in any fiscal year. This section does not apply to trainees.

- (b) The granting of interpretation leave is subject to operational requirements and such leave must normally be taken in the fiscal year for which it is granted. If operational requirements do not permit the Employer to grant interpretation leave during the fiscal year, such leave must be granted before the end of the following fiscal year.
- (c) No cash payments will be granted under Article 13 (Overtime) of this Agreement to employees who receive sessional leave or interpretation leave.

Call Back from Sessional or Interpretation Leave

19.03 Subject to operational requirements, the Employer shall make every reasonable effort not to call back an employee once he is on sessional leave or interpretation leave.

19.04 When an employee is called back to work, during any period of his sessional or his interpretation leave, he shall be reimbursed reasonable expenses, as usually defined by the Employer, incurred by him

- (a) to go to his work location
- and
- (b) to return to the point where he was called back if he resumes his leave immediately after performing the duties for which he was called back, subject to submitting vouchers usually required by the Employer.

19.05 An employee shall not be considered as being on sessional or interpretation leave during any period entitling him, under the provisions of clause 19.04, to the repayment of reasonable expenses incurred by him.

## ARTICLE 20

### OTHER LEAVE

20.01 In respect of any requests for leave under this Article, the employee, when required by the Employer, must provide satisfactory validation of the circumstances necessitating such requests.

#### 20.02 Bereavement Leave With Pay

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

- (a) When a member of his immediate family dies, an employee shall be granted bereavement leave for a period of four (4) consecutive calendar days which does not extend beyond the day following the day of the funeral. During such period he shall be paid for those days which are not regularly scheduled days of rest for that employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

- (b) In special circumstances and at the request of the employee, the four (4)-day bereavement period ~~may~~ be moved beyond the day following the day of the funeral but must include the day of the funeral.
- (c) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Deputy Head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clause 20.02(a) and (c).

20.03 Maternity Leave Without Pay

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- (A) (i) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than twenty-six (26) weeks after the termination date of pregnancy, subject to the Paternity Leave Without Pay clause.
  - (ii) At its discretion, the Employer ~~may~~ require an employee to submit a medical certificate certifying pregnancy.
  - (iii) An employee who has not commenced maternity leave without pay ~~may~~ elect to:

- (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,
  - (b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provision 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.
- (iv) 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 her 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.
- (v) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- (B) (i) After completion of six (6) months' continuous employment, an employee who agrees to return to work for a period of at least six months and who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to section 30, Unemployment

Insurance Act, 1971, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.

- (ii) An applicant under clause 20.03(B)(i) shall sign an agreement with the Employer, providing:
    - (a) that she will return to work and work for a period of at least six (6) months less any period in respect of which she is granted leave with pay;
    - (b) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Employer's consent.
  - (iii) Should the employee fail to return to work as per the provisions of clause 20.03(B)(ii) for reasons other than death or lay-off, the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance.
- (c) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (i) where the employee is subject to a waiting period of two (2) weeks before receiving unemployment insurance maternity benefits, ninety-three percent (93%) of her weekly rate of pay for each week of the two-week waiting period; and/or

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- (ii) up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the gross amount of the weekly benefit rate payable pursuant to the Unemployment Insurance Act and ninety-three percent (93%) of her weekly rate of pay;
- (iii) (a) for a full-time employee the weekly rate of pay referred to in clause 20.03(C)(i) and (ii) shall be the weekly rate of pay, to which she is entitled for the classification prescribed in her certificate of appointment, on the day immediately preceding the commencement of the maternity leave;
- (b) for a part-time employee the weekly rate of pay referred to in clause 20.03(C)(i) and (ii) shall be the prorated weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment averaged over the six (6)-month period of continuous employment immediately preceding the commencement of the maternity leave;
- (iv) where an employee becomes eligible for an annual increment during the period of maternity leave, payments under clause 20.03(C)(i) and (ii) shall be adjusted accordingly.

#### 20.04 Paternity Leave Without Pay

- (a) An employee who intends to request paternity leave shall notify the Employer at least fifteen (15) weeks in advance of the expected date of the birth of his child.

- (b) An employee shall, upon request and subject to sections (c), (d) and (e) of this clause, be granted paternity leave without pay for a period beginning on or after the date of birth of his child and ending not later than twenty-six (26) weeks after the date of the birth of his child.
- (c) An employee shall inform the Employer in writing of his plans for taking paternity leave without pay at least four (4) weeks prior to the expected date of the birth of his child.
- (d) At its discretion, the Employer may require the employee to submit the birth certificate of the child.
- (e) Paternity leave without pay and maternity leave without pay after the termination of pregnancy utilized by a Public Service employee-couple in conjunction with the birth of their child shall not exceed a total of twenty-six (26) **weeks** for both employees combined.
- (f) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

**Adoption Leave Without Pay**

**20.05**

- (a) An employee who intends to request adoption leave shall notify the Employer as soon as the application for adoption has been approved by the adoption agency.

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(b) An employee shall, upon request and subject to sections (c), (d) and (e) of this clause, be granted adoption leave without pay for a period beginning on or after the date of acceptance of custody of a child and ending no later than twenty-six (26) weeks after the date of such acceptance of custody.

(c) An employee shall inform the Employer in writing of his plans for taking adoption leave without pay at least four (4) weeks prior to the acceptance of custody of a child.

(d) At its discretion, the Employer may:

(i) require the employee to submit proof of adoption;

(ii) grant the employee adoption leave with less than four (4) weeks written notice prior to acceptance of custody.

(e) Adoption leave without pay utilized by a Public Service employee-couple in conjunction with the adoption of a child shall not exceed a total of twenty-six (26) weeks for both employees combined.

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

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

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20.06 At the request of an employee, leave without pay shall be granted for the care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- (i) an employee shall notify the Employer in writing four (4) weeks in advance of the commencement date of such leave;
- (ii) leave granted under this clause shall be for a minimum period of three (3) months;
- (iii) 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;
- (iv) only the leave without pay which is for a period of more than three (3) months, granted under this clause, shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

Leave Without Pay for Personal Needs

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

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

Leave Without Pay for Relocation of Spouse

20.08

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

Leave With Pay for Family-Related Responsibilities

20.09

- (a) From 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 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) up to one-half (1/2) day of leave with pay for an appointment to take a family member as defined in (a) above, for a medical or dental appointment when the 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 make every reasonable effort to schedule the appointment to minimize or preclude time away from work, and must notify his supervisor of the appointment as far in advance as possible;
- (ii) up to two (2) consecutive days of leave with pay to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make 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.

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- (iv) After the completion of one (1) year's continuous employment in the Public Service, five (5) days' marriage leave for the purpose of getting married provided that the employee gives the Employer at least five (5) days' notice.
- (c) The total leave with pay which may be granted under sub-clauses (b){i}, (ii), (iii) and (iv) shall not exceed five (5) days in a fiscal year.

Court Leave

20.10 Leave of absence with pay shall be given to an employee who is required:

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B-1  
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- (a) to be available for jury selection and to serve on a jury,
- or
- (b) by subpoena or summons to attend as a witness in any proceeding held
- (i) in or under the authority of a court of justice or before a grand jury,
- (ii) before a court, judge, justice magistrate or coroner,
- (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of his position,

(iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,

or

(v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

#### Examination and Personnel Selection Leave

20.11 Leave with pay may be granted to an employee for the purpose of taking an examination 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 professional qualifications.

Where an employee participates as a candidate in a personnel selection process for a position in the Public Service, as defined in the Public Service Staff Relations Act, the employee is entitled to leave of absence 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. Such leave will only be granted for those periods the employee would normally be on duty.

#### Education Leave

20.12

(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, for additional or special study in



an academic or professional institution or for a program of special study in order to permit such an employee to improve his professional skills. The purpose of this leave is to enable the employee to perform his duties more adequately and therefore such leave shall be directly related to the needs and interests of the Employer.

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- (b) At the discretion of the Employer, an employee on education leave under this clause may receive an allowance in lieu of salary of up to one hundred percent (100%) of his annual rate of pay as provided for in Appendix "A" of this Agreement, 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 allowances may be reduced. In such cases the amount of reduction shall not exceed the amount of the grant, bursary or scholarship.
- (c) Any allowance already being received by the employee and not part of his basic salary shall not be used in the calculation of the allowance for education leave without pay.
- (d) Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave and the employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- (e) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer,

- (i) fails to complete the course,
  - (ii) does not resume his employment with the Employer on completion of the course,
- or
- (iii) ceases to be employed 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 during the education leave or such lesser sum as shall be determined by the Employer.

Career Development Leave

20.13 An employee invited to give courses or lectures on matters related to his field of employment or to take part in seminars and conventions pertaining to translation or interpretation and related to his employment may, at the discretion of the Employer, be given leave of absence with pay for such attendance. Leave of absence with pay means the employee's normal compensation including any increase for which he may become eligible during his absence.

An employee shall not be entitled to any compensation under Articles 13 (Overtime) and 14 (Travelling Time) in respect of hours he is in attendance at or travelling to or from a conference, convention, course or lecture under the provisions of this clause.

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Injury-on-duty Leave

**20.14** 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 decided 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.

Leave With **or** Without Pay for Other Reasons

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

ARTICLE 21

LEAVE - GENERAL

21.01 When the employment of an employee who has been granted more vacation, sick or special 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.

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

21.03 An employee must be informed at least once in each fiscal year, of the balance of his vacation, and sick leave with pay credits.

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

21.05 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.

21.06 Notwithstanding anything contained in Article 17 (Vacation Leave), Article 18 (Sick Leave), Article 19 (Sessional and Interpretation Leave), and Article 20 (Other Leave), an employee shall not be granted vacation leave, sick leave, special leave or other types of leave with pay while he is on leave of absence without pay or under suspension.

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ARTICLE 22

SEVERANCE PAY

Under the following circumstances of termination of employment, an employee shall receive severance benefits.

Lay-Off

22.01 An employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid severance pay at the time of lay-off.

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22.02 In the case of an employee who is laid off for the first time following the signing of this Agreement, the amount of severance pay shall be two (2) weeks' pay for the first and one (1) week's pay for each succeeding complete year of continuous employment, but the total amount of severance pay which may be paid under this clause shall not exceed twenty-eight (28) weeks' pay.

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22.03 In the case of an employee who is laid off for a second or subsequent time following the signing of this Agreement, the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment, but the total amount of severance pay which may be paid under this clause shall not exceed twenty-seven (27) weeks' pay.

Resignation

e

22.04 Provided an employee gives not less than two (2) months' notice of his intention to resign or such shorter period as the Employer may agree, an employee who has ten (10) or more years of continuous employment is, subject to clause 22.05, entitled to be paid on resignation from the Public Service severance pay equal to the amount obtained by multiplying half (1/2) of his weekly rate of pay on resignation by the number of completed years of his continuous employment to a maximum of twenty-six (26).

Retirement

22.05 On termination of employment an employee who is entitled to an immediate annuity, or an employee who has attained fifty-five (55) years of age and is entitled to an immediate annual allowance, under the Public Service Superannuation Act, shall be paid severance pay equal to the product 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-eight (28).

Release for Incapacity F

22.06 An employee released for incapacity shall, on termination of his employment, be entitled to severance pay on the basis of one (1) week's pay for each complete year of continuous employment to a maximum of twenty-eight (28) weeks.

Rejection on Probation G

22.07 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 entitled to one (1) week's pay for each complete year of continuous employment to a maximum of twenty-six (26) weeks.

Severance Pay on Death L

22.08 If an employee dies, there shall be paid to his estate an amount determined in accordance with clause 22.05 regardless of any other benefit payable.

22.09 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee had already been granted severance pay, retiring leave, rehabilitation leave or a cash gratuity in lieu thereof by the Public Service, a Federal Crown

Corporation, the Canadian Forces or the Royal Canadian Mounted Police. Under no circumstances shall the maximum severance pay provided under this article be pyramided.

- \*\* 22.10 Except as otherwise specified in the Collective Agreement periods of leave without pay in excess of three (3) months shall not be counted as "continuous employment" for the purpose of calculating severance pay.

ARTICLE 23

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

\*\* 23.01

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

23.02 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document of the existence of which the employee was not aware.

23.03 Upon request, an employee shall be granted access to his personal file at least once a year, in the presence of an authorized representative of the Employer.

#### ARTICLE 24

##### SAFETY AND HEALTH

24.01 The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees and agrees to correct within a reasonable delay any situation which can be detrimental to the health or to the safety of an employee. The Employer will welcome suggestions on the subject from the Union 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.

24.02 The employee may be relieved by the unit head of any interpretation assignment involving technical equipment or facilities which do not meet the minimum standards laid down by the technical committee of the Canadian Government Specifications Board. The Employer shall make available to the interpreter without cost, for the duration of his employment with the Government of Canada, an individual headset the specifications of which shall be such as to guarantee the protection of his hearing.



ARTICLE 25

YORK AREAS

25.01 The Employer shall undertake to consult the representatives of the Union prior to finalizing plans to move or rearrange work areas.

ARTICLE 26

PUBLICATIONS

26.01 The Employer agrees that employees shall have access to all publications or other documentation considered necessary to their work by the Employer.

26.02 When operational requirements permit, the Employer shall allow interpreters prior familiarization with the subject matter and nature of the meeting to which they are assigned, by obtaining from organizers any necessary reference material and by arranging for appropriate information and briefing sessions. The Employer shall give interpreters the opportunity to prepare effectively for their duties by assigning them to reference work whenever necessary.

ARTICLE 27

WORKING LANGUAGES

27.01 Considering that skill to work both from English to French and from French to English meets the standards of the Bureau for Translations, the employer shall not require knowledge of a third language from interpreters recruited for work in both Canadian official languages.

ARTICLE 28

GRIEVANCE PROCEDURE

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

28.02 An employee who wishes to present a grievance at any prescribed step in the grievance procedure, shall transmit this grievance to 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.

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

28.04 Subject to and as provided in Section 90 of the Public Service Staff Relations Act, an employee who feels that he has been treated unjustly or considers himself aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in Clause 28.02, 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 Union.

28.05 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) Step 2 - (and 3 in departments or agencies where such a step is established)  
• intermediate step(s);
- (c) Final Step - Deputy Head or his authorized representative.

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

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

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

28.08 An employee may present a grievance to the first step of the procedure in the manner prescribed in Clause 28.02, not later than the twenty-fifth

(25th) day after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to grievance.

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

(a) where the decision or settlement is not satisfactory to 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 28.10, within fifteen (15) days after he presented the grievance at the previous step.

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

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

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

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

28.14 Where the provisions of Clause 28.02 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency concerned. Similarly the Employer shall be deemed to have delivered a reply at any step on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his grievance at the next higher step shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

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

28.16 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular step of grievance procedure, any or all the steps except the Final Step may be eliminated by agreement of the Employer and the employee, and, where applicable, the Union.

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

- (a) the grievance may be presented at the Final Step only,

and

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

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

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

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

28.21 Where an employee has presented a grievance up to and including the Final Step in the grievance procedure with respect to:

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

or

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

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

28.22 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him

of a provision of this Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the Union signifies in prescribed manner:

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

and

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

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

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**ARTICLE 29**

**JOINT CONSULTATION**

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

29.02 The subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties.

**\*\* 29.03 National Joint Council (NJC) Agreements**

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

Act (PSSRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in Schedule III of the PSSRA.

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

The following directives, policies or regulations, as amended from time to time by National Joint Council recommendation and which have been approved by the Treasury Board of Canada, form part of the collective agreement.

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



Health/Safety Standards (12/27)

- (12) Boilers and Pressure Vessels
- (13) Dangerous Substances;
- (14) Electrical;
- (15) Elevating Devices;
- (16) First Aid;
- (17) Hand Tools and Portable Power Tools
- (18) Hazardous Confined Spaces;
- (19) Machine Guarding;
- (20) Materials Handling;
- (21) Motor Vehicle Operations;
- (22) Noise Control and Hearing Conservation;
- (23) Personal Protective Equipment;
- (24) Pesticides;
- (25) Elevated Work Structures;
- (26) Use and Occupancy of Buildings;
- (27) Sanitation;
- (28) Work Force Adjustment Policy.

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

Grievances in regard to the above directives, policies or regulations shall be filed in accordance with clause 28.23 of this Collective Agreement.

ARTICLE 30

TECHNOLOGICAL CHANGE

- \*\* 30.01 Both parties recognize the overall advantages of technological change. Both parties will, therefore, encourage and promote technological change and improvements in the field of translation, interpretation and terminology.
- \*\* 30.02 The Employer agrees to provide as much advance notice as is practicable but not less than three (3) months' notice to the Union of any major technological change in equipment which would result in significant changes in the employment status or working conditions of employees. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change.

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ARTICLE 31

PART-TIME EMPLOYEES

Definition

31.01 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.

General

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

31.03 Part-time employees shall be paid at the hourly rate of pay for all work performed up to seven and one-half (7 1/2) hours in a day or thirty-seven and one-half (37 1/2) hours in a week.

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

31.05 Leave will only be provided

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

or

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

Designated Holidays

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

31.07 ~~When~~ a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 16.01 of this Agreement, the employee shall be paid time and one-half (1 1/2) the hourly rate of pay for the first seven and one-half (7 1/2) hours worked on the holiday.

Overtime

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

31.09 A part-time employee ~~who~~ is required to work overtime shall be paid at time and one-half (1 1/2) for all overtime hours worked.

Vacation Leave

31.10 A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal work week, at the rate for years of employment established in clause 17.01, prorated and calculated as follows:

- (a) when the entitlement is one and one-quarter (1 1/4) days a month, one-quarter of the hours in the employee's work week per month;
- (b) when the entitlement is one and two-thirds (1 2/3) days a month, one-third of the hours in the employee's work week per month;
- (c) when the entitlement is two and one-twelfth (2 1/12) days a month, five-twelfths of the hours in the employee's work week per month.

Sick Leave

31.11 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

31.12

- (a) For the purposes of administration of clause 31.10 and 31.11, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

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Severance Pay

31.13 Notwithstanding the provisions of Article 22 (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, including a fraction, shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

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ARTICLE 32

ILLEGAL STRIKE

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

ARTICLE 33

TERM OF AGREEMENT

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33.01 The duration of this Agreement shall be from the date it is signed to April 18, 1990.

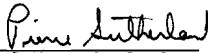
33.02 Unless otherwise expressly stipulated, this Agreement shall become effective on the date it is signed.

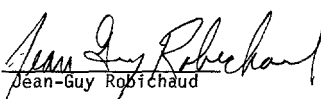
33.03 The present Agreement may be amended by mutual agreement.

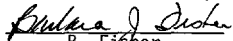
SIGNED AT OTTAWA, this 30th day of the month of  
August 1988.

THE TREASURY BOARD  
OF  
CANADA


CANADIAN UNION OF  
PROFESSIONAL AND TECHNICAL  
EMPLOYEES

  
P.W. Sutherland

  
Jean-Guy Robichaud


  
B. Fisher

  
Michel Dubois


  
M. Brazeau

  
Lucette Carpentier

  
G. Melanson

  
Johanne Falardeau

  
Alex MacQuarrie

  
Michel Roy

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APPENDIX "A"

TRANSLATION GROUP

RATES OF PAY

- A - Effective April 19, 1987
- B - Effective April 19, 1988
- C - Effective April 19, 1989

TR-1

From: \$ 15700 to 32739\*  
 To: A 18000 to 33970  
 V B 18000 to 35190  
 C 18000 to 36350

\* (With intermediate steps at intervals of \$10)

TR-2

From: \$ 30686 32193 33703 35210 36721 38226 39735  
 To: A 31837 33400 34967 36530 38098 39659 41225  
 B 32983 34602 36226 37845 39470 41087 42709  
 C 34071 35744 37421 39094 40773 42443 44118

TR-3

From: \$ 38259 40058 41853 43649 45448 47245  
 To: A 39694 41560 43422 45286 47152 49017  
 B 41123 43056 44985 46916 48849 50782  
 C 42480 44477 46470 48464 50461 52458

TR-4

From: \$ 42234 43957 45336 47402 49068 50634  
 To: A 43818 45605 47036 49180 50908 52533  
 B 45395 47247 48729 50950 52741 54424  
 C 46893 48806 50337 52631 54481 56220

NOTES ON REMUNERATION

PAY ADJUSTMENT PROCEDURE

- (1) An employee being paid in the TR-1 scale of rates who was initially appointed
  - (a)
    - i) at the 1987 university recruiting rates shall not have his rate of pay adjusted in accordance with the new April 19, 1987 scale of rates ;
    - ii) at the 1988 university recruiting rates shall not have his rate of pay adjusted in accordance with the new April 19, 1988 scale of rates ;
    - iii) at the 1989 university recruiting rates shall not have his rate of pay adjusted in accordance with the new April 19, 1989 scale of rates;
  - (b)
    - i) an employee being paid in the TR-1 scale of rates who was recruited in 1987 at the 1987 university recruiting rate shall have his rate of pay adjusted on January 1, 1988 by an increase at least equal to the difference between the 1987 and 1988 university recruiting rates;
    - ii) an employee being paid in the TR-1 scale of rates who was recruited in 1988 at the 1988 university recruiting rate shall have his rate of pay adjusted on January 1, 1989 by an increase at least equal to the difference between the 1988 and 1989 university recruiting rates;



iii) an employee being paid in the TR-1 scale of rates who was recruited in 1989 at the 1989 university recruiting rate shall have his rate of pay adjusted on January 1, 1990 by an increase at least equal to the difference between the 1989 and 1990 university recruiting rates.

(2) Adjustment respecting TR-1s who are not appointed during the retroactive period (at intervals of \$10)

Subject to the provisions of note (1), an employee being paid in the TR-1 scale of rates shall be paid:

- (a) in the (A) scale of rates at the rate which is nearest to three point seventy-five percent (3.75%) higher than his former rate, from April 19, 1987 onwards, provided that the last rate in the scale of rates is not exceeded;
- (b) in the (B) scale of rates at the rate which is nearest to three point six percent (3.6%) higher than his former rate, from April 19, 1988 onwards, provided that the last rate in the scale of rates is not exceeded;
- (c) in the (C) scale of rates at the rate which is nearest to three point three percent (3.3%) higher than his former rate, from April 19, 1989 onwards, provided that the last rate in the scale of rates is not exceeded.

- (3) Adjustments respecting TR-2s, TR-3s and TR-4s who are not appointed during the retroactive period

Subject to notes (6) and (7), an employee being paid in the TR-2, TR-3 and TR-4 scale of rates shall be paid in the (A), (8) and (C) scale of rates at the rate shown immediately below his former rate at the applicable adjustment date.

- (4) Adjustments respecting employees appointed during the retroactive period

At the discretion of the Employer, the rate of an employee

- (a) who was initially appointed, transferred or promoted during the retroactive period,

and

- (b) who, after application of the conditions governing application of pay in accordance with Article 15, would receive a lower rate than that shown immediately below the rate he was receiving before the adjustment,

may be paid at any rate up to and including the rate shown immediately below the rate he was receiving before the adjustment. Such an increment shall not affect the pay increment period to which an employee is entitled.

PAY INCREMENT PROCEDURE

- (5) Employees paid in the TR-2, TR-3 and TR-4 scale of rates

The pay increment period for employees paid in the TR-2, TR-3 and TR-4 scale of rates is twelve (12) months. A pay increment shall be to the next rate in the scale of rates.

(6) Employees paid in the TR-1 scale of rates

The pay increment period for employees paid in the TR-1 scale of rates is six (6) months, and the pay increments shall be to the rate which is three hundred dollars (\$300) higher than his former rate, or failing such a rate, to the maximum of the TR-1 scale of rates.

(7) First pay increment

Employees appointed to a bargaining unit position after the signature of this agreement, whether they have been promoted, demoted or are newly entering the Public Service, shall receive their increment on the first Monday after the increment periods defined in notes (5) and (6) on remuneration, as from the date of the promotion, demotion or entry into the Public Service.

PAY SUPPLEMENT

(8) Application

(a) A pay supplement of seven per cent (7%) of the employee's pay in salary scales (A), (B) and (C) shall be added to the pay of an employee classified as TR-2, who is in

(i) a position classified as specialized, in which the employee must have specific skills in a discipline directly related to the activities of the Section;

or

(ii) a combined translator-interpreter position where the work requires significant additions to the responsibilities of translators' positions, in the form of simultaneous interpretation functions corresponding to at least twenty-five per cent (25%) of working time;

or

(iii) a position of parliamentary translator working in the debates branch of the Senate or House of Commons, where the employee must work in the evening or at night, under pressure at all times, and meet production standards which are qualitatively and quantitatively reasonable as determined by the Employer.

(b) A pay supplement of four per cent (4%) of the employee's pay in salary scale (A), (B) and (C) shall be added to the pay of an employee classified as RR-3, who is in a reviser position and is the chief of an isolated sub-section.

(c) Article 15 shall apply to an employee who performs the functions of a position described in paragraph (a) on a temporary basis.

**(9) Observations on payment**

The pay supplement of seven per cent (7%) or four per cent (4%) shall be rounded to the nearest dollar and shall be considered as pay for all purposes.