



Treasury Board of Canada  
Secretariat

Secrétariat du Conseil du Trésor  
du Canada

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

Group: Translation  
(all employees)

CODE: 313/98  
Expiry Date: 18 April 1999

**Canada**

Treasury Board of Canada Secretariat  
Labour Relations Division  
Human Resources Branch  
L'Esplanade Laurier  
140 O'Connor Street  
Ottawa, Ontario.  
K1A 0R5

©Minister of Public Works and Government Services Canada 1998

Catalogue No. BT 42-313/1998  
ISBN 0-660-60661-5

This document is available on the Treasury Board of Canada  
Secretariat Internet Site at the following address:

<http://www.tbs-sct.gc.ca>

Canadian Union of Professional and  
Technical Employees (CUPTE)  
85 Albert Street, Suite 1610  
Ottawa, Ontario  
K1P 6A4



## TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1	PURPOSE OF AGREEMENT .....	1
2	INTERPRETATION AND DEFINITIONS.....	1
3	APPLICATION .....	3
4	MANAGEMENT RIGHTS.....	4
5	RIGHTS OF EMPLOYEES .....	4
6	APPOINTMENT OF STEWARDS.....	4
7	TIME OFF FOR STEWARDS .....	5
8	USE OF EMPLOYER FACILITIES.....	5
9	INFORMATION.....	6
10	LEAVE FOR UNION BUSINESS .....	6
**11	DEDUCTIONS ON BEHALF OF THE UNION .....	10
**12	HOURS OF WORK.....	11
**13	OVERTIME .....	16
14	TRAVELLING TIME .....	19
**15	PAY.....	21
16	DESIGNATED PAID HOLIDAYS .....	23
17	LEAVE - GENERAL .....	25
**18	ANNUAL LEAVE .....	26

19	PARLIAMENTARY LEAVE AND INTERPRETATION LEAVE .....	30
20	SICK LEAVE .....	33
**21	OTHER LEAVE .....	34
22	SEVERANCE PAY .....	51
23	EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES.....	53
24	SUSPENSION AND DISCIPLINE .....	54
25	HEALTH AND SAFETY .....	55
26	WORK AREAS.....	55
27	REFERENCE MATERIAL.....	55
28	WORKING LANGUAGES OF INTERPRETERS.....	56
**29	DISPUTE RESOLUTION .....	56
30	GRIEVANCE PROCEDURE .....	56
31	JOINT CONSULTATION.....	61
**32	TRAINING AND DEVELOPMENT .....	63
33	TECHNOLOGICAL CHANGE .....	64
34	PART-TIME EMPLOYEES.....	64
35	ILLEGAL STRIKES .....	66
**36	TERM OF AGREEMENT .....	67

**\*\*APPENDIX "A" .....70**  
TRANSLATION GROUP RATES OF PAY (IN DOLLARS).....70  
**\*\*APPENDIX "B" .....76**  
MEMORANDUM OF UNDERSTANDING .....76

\*\*Asterisks denote changes from the previous Collective Agreement.

## **ARTICLE 1**

### **PURPOSE OF AGREEMENT**

**1.01** The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union and 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,

"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 (unité de négociation),

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

"continuous employment" has the same meaning as specified in the *Public Service Terms and Conditions of Employment Regulations* (emploi continu),

"daily rate of pay" means an employee's weekly rate of pay divided by five (5) (rémunération quotidienne),

"day of rest" in relation to an employee means a day (other than a holiday or a day of leave) on which that employee is not ordinarily required to work (jour de repos),

"double time" means twice the straight-time hourly rate (tarif double),

"employee" means a person who is a member of the bargaining unit (fonctionnaire),

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

"headquarters area" has the same meaning as given to the expression in the Travel Policy (zone d'affectation),

"holiday" (jour férié) means

- (a) 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,
- (b) in any other case, the twenty-four (24)-hour period commencing at 12:01 a.m. of a day designated as a paid holiday in this Agreement,

"lay-off" means the termination of employment of an employee due to lack of work or the discontinuance of a function (mise en disponibilité),

"leave" means authorized absence from duty (congé),

"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),

"overtime" means any period of work performed by an employee in excess of his normal hours of work (heures supplémentaires),

"part-time employee" means an employee whose normal scheduled hours of work are less than thirty-seven and one-half hours (37 1/2) per week (fonctionnaire à temps partiel),

"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 simple),

"time and one-half" means one and one-half (1 1/2) times the straight-time hourly rate (tarif et demi),

"Union" means the Canadian Union of Professional and Technical Employees (syndicat),

"weekly rate of pay" means an employee's annual rate of pay divided by 52.176 (rémunération hebdomadaire).

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

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

and

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

**2.03** Unless otherwise indicated by the context, what is formulated in the masculine gender includes the feminine gender and vice versa.

### **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 equally authoritative.

**3.03** In this Agreement, only those provisions preceded by two (2) asterisks (\*\*) constitute new law.



**ARTICLE 4**  
**MANAGEMENT RIGHTS**

**4.01** The Employer retains all the functions, rights, powers and authority which are not explicitly abridged, delegated or modified by this Agreement, including his right to assign human resources to meet operational requirements.

**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.

**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 the Employer before leaving his work to:

- (a) investigate with fellow employees 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 the Employer 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 shall provide the Union, on a quarterly basis, with a list of all employees who have entered the bargaining unit and 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** Every three (3) months, the Employer shall provide the Union with an up-to-date list of employees indicating the Units to which they are assigned.

**ARTICLE 10**  
**LEAVE FOR UNION BUSINESS**

**10.01 Public Service Staff Relations Board Hearings**

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

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

- (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.

**10.02 Arbitration and Conciliation Hearings**

- (a)** Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Union before a Conciliation Board or before the Public Service Staff Relations Board with regard to an arbitration proceeding.

**(b) Employee called as a Witness**

The Employer will grant leave with pay to an employee called as a witness by a Conciliation Board or by the Public Service Staff Relations Board with regard to an arbitration proceeding and, where operational requirements permit, leave with pay to an employee called as a witness by the Union.

**10.03 Adjudication****(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.

**10.04 Meetings During the Grievance Process****(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 the representative and leave without pay when the meeting is held outside that area.

**(c) Grievance Investigation**

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 the aggrieved employee and leave without pay when it takes place outside that area.

**10.05 Contract Negotiations Meetings**

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

**10.06 Preparatory Contract Negotiations Meetings**

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

**10.07 Meetings Between the Union and Management**

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.

**10.08 Union Conventions and Executive Meetings**

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

**10.09 Stewards' Training Courses**

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 on the duties of a Steward.

**10.10 Full-Time Union Position**

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.

**ARTICLE 11**  
**DEDUCTIONS ON BEHALF OF THE UNION**

**11.01**

- (a) Subject to the provisions of this Article, the Employer shall, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit.
- (b) 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 by submitting an affidavit declaring that he is a member of a religious organization whose doctrine prevents him as a matter of conscience from making financial contributions to an employee organization, and that he will make contributions equal to dues to a charitable organization registered pursuant to the *Income Tax Act*, shall not be subject to this Article provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved.

**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.

**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**

\*\*

### **12.01 Normal Work Week**

- (a) The normal work week shall be thirty-seven and one-half (37 1/2) hours Monday through Friday (the normal work day being seven and one-half (7 1/2) hours worked between 8:00 a.m. and 6:00 p.m.) except for employees covered by Article 19 (Parliamentary Leave and Interpretation Leave) or employees engaged in shift work.
- (b) To meet operational requirements, the Employer may, notwithstanding paragraph 12.01(a), ask employees to complete their normal work day between 7:00 a.m. and 9:00 p.m. The Employer shall notify the Union when it decides to use the present exceptional provision.
- (c) Before designating employees to work before 8:00 a.m. or after 6:00 p.m., the Employer shall call for qualified volunteers. In administrative units where no qualified volunteers are available, the Employer shall designate employees to work.
- (d) The Employer shall give an employee thirty (30) calendar days' notice of initiation or termination of the work arrangements described in paragraph 12.01(b).



- (e) When an employee is required to adopt new scheduled hours pursuant to paragraph 12.01(b) without receiving notice of such change at least thirty (30) calendar days before the coming into force of the new scheduled hours, he shall be paid time and one-half (1 1/2) for the first working day of the new hours. The provisions of Note 7 to Appendix "A" shall apply to the rest of the period.
- (f) An employee shall not work a schedule of hours pursuant to the terms of paragraph 12.01(b) for more than four (4) months, unless the employee agrees to extend the period and if no qualified person is available to replace him.
- (g) Except in cases of emergency, where scheduled hours are to be changed so that they are different from those specified in paragraphs (a) and (b), the Employer shall consult in advance with the Union on such hours of work and shall show that such hours are required to meet its operational requirements.
- (h) The employee shall not normally be required to submit an attendance report more than once a month.

**12.02 Compressed Work Week**

- (a) Where operational requirements permit and with the approval of the Employer, employees covered by paragraph 12.01(a) may complete their hours of work between 7:00 a.m. and 8:00 p.m., and other than on a five-day basis.
- (b) 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 establish the hours of work.

\*\*

**12.03 Shift Work Employees**

- (a)
  - (i) In the case of employees engaged in shift work, the standard hours of work shall be, on average, thirty-seven and one-half (37 1/2) hours each week, for the shift period.

- (ii) Where operational requirements permit, meal periods shall be granted to employees by the Employer.
  - (iii) Where operational requirements permit, the days of rest of an employee shall be consecutive and shall in no case be less than two (2).
  - (iv) In this clause, "shift work schedule" means the allocation of shifts over a period not to exceed two (2) consecutive months.
- (b) The Employer shall endeavour by all means in its power to allocate shifts in such a way that:
- (i) 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;
  - (ii) employees are not required to work less than seven (7) hours or more than nine (9) hours for any one shift;
  - (iii) no shift shall be scheduled starting within the sixteen (16)-hour period following the end of the employee's last shift.
- (c) 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.
- (d)
- (i) 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.
  - (ii) When an employee is required to move from one shift to another without receiving at least twenty-four (24) hours notice of such change, he shall be paid time and one-half (1 1/2) for the first day of this new shift.

- (e) 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.

\*\*

#### **12.04 Interpreters**

- (a) On average over a period of one week, an interpreter's normal work day shall consist of approximately six (6) hours of interpretation in a team of three (3) interpreters (or in a team of two (2) interpreters in a double or multiple unilingual booth) or of approximately four hours of interpretation in a team of two (2) interpreters in a single bilingual booth.
- (b)
  - (i) A team of three (3) interpreters (or a team of two (2) interpreters in a double or multiple unilingual booth) should not normally work for more than four (4) consecutive hours and a team of two (2) interpreters in a single bilingual booth not more than three (3) consecutive hours.
  - (ii) At the House of Commons, teams shall consist of three (3) interpreters per booth and should not normally work for more than six (6) consecutive hours.

Each of these interpreters shall have an uninterrupted meal break of one (1) hour. The Employer shall organize interpreter rotation accordingly, after consulting with the Union.

The Employer may reduce the numbers of a team subject to the unanimous agreement of the interpreters in the team and provided that they are assigned to other interpretation duties.

- (c) The total hours of work may vary depending on operational requirements. However, hours of work shall be balanced on a monthly basis, with the Employer making every reasonable effort not to impose more than thirty-seven and one-half (37 1/2) hours of work per week, as a general rule. The work shall be calculated in minutes, with one minute of interpretation equalling one point twenty-five (1.25) minutes of work in the case of a team of three (3) interpreters (or a team of two (2) interpreters working in a double or multiple unilingual booth) and one point eight seven five

(1.875) minutes of work in the case of a team of two (2) interpreters working in a single bilingual booth.

For elbow, consecutive or escort interpretation, one minute of interpretation shall equal (1.875) minutes of work when the interpreter is assigned alone and one point twenty-five (1.25) minutes of work when he is part of a team.

The calculation of hours of work shall include all duties expressly authorized by the Employer, and leaves and holidays.

- (d) As a general rule, interpretation assignments shall be scheduled within time blocks which shall begin at the time the interpreter is required to report for duty and end twelve (12) hours later. The interpretation time of each assignment is counted in minutes beginning at the time recorded on the interpreter's program and ending at the time the interpreter's presence is no longer required, excluding breaks.
- (e) Where operational requirements permit, the Employer shall normally, in scheduling the interpreter's program, allow for a twelve (12)-hour interval between the end of the interpreter's work day and the start of his next time block.
- (f) Where operational requirements permit, an interpreter shall be granted two (2) consecutive days of rest or, on occasions, forty-eight (48) consecutive hours, during each seven (7) calendar day period. If it is impossible to grant such a rest period, these days or hours of rest shall be reinstated as soon as possible through the operation of the monthly balancing process set forth in paragraph (c) above.
- (g) At the end of each month, the Employer shall post the interpreters' weekly and cumulative hours worked. In addition, in the Conference Interpretation Service, the Employer shall post fortnightly the assignment program for the next two (2) weeks.
- (h) An interpreter whose interpretation assignment is cancelled and who is not reassigned for an equivalent period during the same time block shall be deemed to have performed duties other than interpretation during the idle portion of the scheduled assignment.
- (i) An interpreter who is required by the Employer to be on standby for a specific period shall be available during that period at a known telephone

number and shall be able to report for duty as quickly as possible if called. Such standby periods shall not be counted in the hours worked under paragraph (c) but shall be included in the time blocks under paragraph (d).

## **ARTICLE 13**

### **OVERTIME**

#### **13.01 Exclusion**

This article does not apply to employees covered by Article 19 (Parliamentary Leave and Interpretation Leave).

#### **13.02 General**

- (a) All calculations for overtime shall be based on each completed half (1/2) hour.
- (b) Employees shall record starting and finishing times of overtime work in a form determined by the Employer.
- (c) 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.
- (d) The Employer will endeavour to make cash payments for overtime in the month following the month in which the overtime was worked.

\*\*

#### **13.03 Compensation**

The employee required to work overtime during the normal work week shall be granted compensation at time and one-half (1 1/2) for each hour worked beyond his normal weekly hours of work.

#### **13.04 Compensation for Work on Day of Rest**

Subject to clause 13.02,

- (a) an employee who is required to work on a day of rest shall be compensated at time and one-half (1 1/2);

- (b) an employee who is required to work on a second day of rest shall be compensated 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.
- (c) where an employee is required to and does report for work on a day of rest, the employee shall be paid the greater of the following:
  - (i) three (3)-hour compensation at the applicable overtime rate, only once during an eight (8)-hour period,
  - or
  - (ii) compensation at the applicable overtime rate for the hours actually worked.

### **13.05 Compensation for Work on a Designated Paid Holiday**

Where an employee is required to work on a designated paid holiday, he shall be paid, in addition to his scheduled normal daily hours of work, on the basis of time and one-half (1 1/2) for all hours worked by him on the holiday.

### **13.06 Compensation for Shift Work**

Employees working shifts 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 (2) time for each hour worked on additional and consecutive days of rest;
- (c) double time (2) for each hour performed on a designated holiday.

### **13.07 Call-Back Pay**

An employee who is called back to work by the Employer without advance notice, after he has completed his normal work day and has left his place of work, and who returns to work, shall be granted compensation at the applicable overtime rate provided that the period worked does not directly follow or precede the employee's normal hours of work, on either the day in question or the

following day. Under such circumstances, the employee shall be paid the greater of the following:

(a) three (3)-hour compensation at the applicable overtime rate, only once during an eight (8)-hour period,

or

(b) compensation at the applicable overtime rate for the hours actually worked.

\*\*

**13.08 Standby Pay**

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

(b) 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 13.07.

(c) 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 report for duty as quickly as possible if called.

(d) No standby duty payment shall be granted if the employee is unable to report for duty when required.

**13.09** Payments made under paragraph 13.04(c) and clauses 13.07 and 13.08 shall not be pyramided; that is an employee shall not receive more than one compensation for the same service.

\*\*

**13.10 Compensatory Leave**

(a) At the employee's request, compensation earned under this Article is paid in cash or converted into compensatory leave credits. Such credits being granted subject to operational requirements.

- (b) Compensatory leave credits are calculated by dividing the compensation to which the employee is entitled under this Article by the applicable straight-time hourly rate.
- (c) Compensatory leave credits not used by the end of a twelve (12)-month period, as determined by the Employer, shall be converted into cash by multiplying the number of credit hours by the straight-time hourly rate in effect on the last day of that period.

\*\*

### **13.11 Meal Reimbursement**

An employee who works three (3) or more hours of overtime immediately before or following his scheduled hours of work shall be reimbursed for one meal in the amount of seven dollars (\$7.00) 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 shall be compensated only in accordance with clause 14.03, except in the case of employees covered by Article 19, who are not entitled to any additional compensation. However, in the case of interpreters working in the official languages, the travel shall be deemed to be duties other than interpretation for the purposes of clause 12.04 and its duration shall be calculated in accordance with clause 14.02.

**14.02** 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 actual time of arrival at a destination and, in the case of travel by aircraft, the scheduled limousine time to and from the airport;



- (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 shall receive his normal day's pay;
- (b) on a normal work day during which he travels and works, he shall be paid:
  - (i) at the straight-time hourly rate for the first seven and one-half (7 1/2) hours,  
  
and
  - (ii) at the applicable overtime rate for the additional travelling time in excess of seven and one-half (7 1/2) hours, to a maximum of seven and one-half (7 1/2) hours at the straight-time hourly rate;
- (c) on a day of rest or a designated paid holiday, he shall be paid at the applicable overtime rate to a maximum of seven and one-half (7 1/2) hours' pay at the straight-time hourly 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 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 shall be paid for travel in connection with courses, training sessions, conferences or seminars, or for periods of travelling time of less than one (1) hour's duration within each twenty-four (24)-hour period.

## 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 (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the 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, by 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".

\*\*

**15.04** The qualifying period for the payment of acting pay for employees is five (5) 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 an employee who is not an interpreter is assigned by the Employer to interpretation duties for a temporary period, he shall be entitled to an amount of forty dollars (\$40.00) per day in addition to his regular pay but such amount shall not be granted for the time spent in training for such duties.

**15.07 Shift Premium**

- (a) An employee who works shifts shall receive a shift premium of one dollar (\$1.00) per hour for all hours worked between 4:00 p.m. and 8:00 a.m., including overtime. This premium shall not be paid for hours worked between 8:00 a.m. and 4:00 p.m.
- (b) An employee who works shifts shall receive an additional premium of seventy-five (75¢) cents per hour for hours of work regularly scheduled and worked on Saturdays and/or Sundays. This premium shall not apply to overtime hours.

**15.08** 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.

**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 that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first Monday in August,

and

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

**16.02** The designated holiday shall not be paid to an employee on leave without pay on both the normal working days immediately preceding and immediately following the designated holiday, except in the case where such leave has been granted under Article 10.

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

- (a) When a day designated as a paid 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. When a day designated as a paid holiday is moved to a day on which the employee is on paid leave, the day shall be counted as a holiday and not as a day of leave.
- (b) When a day designated as a paid holiday for an employee is moved to another day under the provisions of paragraph (a):
  - (i) 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
  - (ii) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.
- (c) Paragraph (b) does not apply to employees covered by Article 19 (Parliamentary leave and Interpretation Leave)..

**16.04** For the purposes of paragraph 12.04(c), the day designated as a paid holiday counts as seven and one-half (7 1/2) hours of duties other than interpretation, in addition to the hours of work the interpreter may have performed that day.

**ARTICLE 17**  
**LEAVE - GENERAL**

**17.01** When an employee becomes subject to this Agreement, his earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his earned hourly leave credits shall be reconverted into days, with one day being equal to seven and one-half (7 1/2) hours.

**17.02** Leave is counted in hours, the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.

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

**17.04** When the employment of an employee who has been granted more annual 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.

**17.05** An employee must be informed at least once in each fiscal year of the balance of his annual and sick leave with pay credits.

**17.06** 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.

**17.07** Notwithstanding anything contained in Article 18 (Annual Leave), Article 19 (Parliamentary and Interpretation Leave), Article 20 (Sick Leave) and Article 21 (Other Leave), an employee shall not be granted annual leave, sick leave, or other types of leave with pay while he is on leave without pay or under suspension.

**17.08** Except as otherwise indicated in clauses 21.03 (Maternity Leave Without Pay) and 21.06 (Parental Leave Without Pay), when leave without pay of a duration exceeding three (3) months is granted to an employee, the total duration of the leave granted shall be deducted from the calculation of the employee's period of continuous employment.

**ARTICLE 18**  
**ANNUAL LEAVE**

**18.01 Credits**

- (a) An employee who has earned at least ten (10) days' pay for each calendar month of a fiscal year shall earn annual leave at the following rates:
  - (i) one and one-quarter (1 1/4) days until the month in which the anniversary of his eighth (8th) year of service occurs;
  - (ii) one and two-thirds (1 2/3) days commencing with the month in which his eighth (8th) anniversary of service occurs;
  - (iii) two and one-twelfth (2 1/12) days commencing with the month in which his nineteenth (19th) anniversary of service occurs;
  - (iv) two and one-half (2 1/2) days commencing with the month in which his thirtieth (30) anniversary of service occurs, effective on the date of the signing of this Agreement.
- (b) For the purpose of paragraph (a) only, all service within the Public Service, whether continuous or discontinuous, shall count toward annual 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.

**18.02 Granting of Annual Leave**

- (a) In granting annual leave with pay to an employee the Employer shall, subject to the operational requirements of the service, make every reasonable effort:
  - (i) to schedule the employee's annual leave during the fiscal year in which it is earned if so requested by the employee before May 1;
  - (ii) to schedule the annual leave for at least two (2) consecutive weeks, if so requested by the employee before May 1;

- (iii) 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 annual leave of four (4) days or more earned by him in the current year;
  - (iv) to schedule annual leave when specified by the employee if the period of annual leave requested is less than a week, and if the employee gives the Employer at least two (2) days' advance notice for each day of annual leave requested.
- (b) The Employer may for good and sufficient reason grant annual leave on shorter notice than that provided for in paragraph (a).
  - (c) An employee earns but is not entitled to take annual leave with pay during his first six (6) months of continuous employment.
  - (d) An employee with six (6) months of continuous employment may take in advance a number of days of annual leave equal to the credits he is expected to earn during the year in question.

#### **18.03 Displacement of Annual Leave**

- (a) If, during any period of annual leave, an employee is granted bereavement leave or leave with pay for illness in the immediate family, the period of annual 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 annual leave.

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

#### **18.04 Carry-over, Exhaustion and Conversion of Annual Leave**

- (a) Employees must normally take all of their annual leave during the fiscal year in which it is earned.
- (b) Where in any fiscal year, an employee has not been granted all of the annual leave credited to him, the unused portion of his annual leave shall be carried over into the following year, except that the unused portion of annual leave in excess of thirty (30) days shall be automatically converted



into cash, by multiplying the number of days to which the excess leave credits correspond by the daily rate of pay applicable to the classification prescribed in the employee's certificate of appointment of his substantive position in effect on the last day of the preceding fiscal year.

- (c) Upon written application by the employee and approval by the Employer, earned but unused annual leave credits of less than thirty (30) days shall be converted to cash. The amount shall be calculated by multiplying the number of days to which the unused portion of annual leave credits correspond by the daily rate of pay applicable to the classification prescribed in the employee's certificate of appointment of his substantive position in effect on the last day of the preceding fiscal year.

#### **18.05 Recall from Annual Leave**

- (a) Where operational requirements permit, the Employer shall make every reasonable effort not to recall an employee to duty after he has proceeded on annual leave.
- (b) Where, during any period of annual leave, an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs:
  - (i) in proceeding to his place of duty,
  - and
  - (ii) in returning to the place from which he was recalled if he immediately resumes his annual leave upon completing the assignment for which he was recalled,

after submitting such accounts as are normally required by the Employer.
- (c) The employee shall not be considered as being on annual leave during any period in respect of which he is entitled under paragraph (b) to be reimbursed for reasonable expenses incurred by him.

#### **18.06 Cancellation of Annual Leave**

When the Employer cancels or alters a period of annual 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.

#### **18.07 Conversion of Annual Leave Credits to Cash when Employment Terminates**

- (a) Upon termination of employment, the employee shall receive an amount equal to the product obtained by multiplying the number of days of earned but unused annual leave by the daily rate of pay applicable to the employee on the day on which his employment was terminated. Where an employee dies, this amount will be paid to his estate.
- (b) Notwithstanding paragraph (a), 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 paragraph (a) if he requests it within six (6) months following the date upon which his employment is terminated.
- (c) Notwithstanding paragraph (a), an employee who resigns to accept an appointment with a separate Employer covered by Part II of Schedule I of the *Public Service Staff Relations Act* may choose not to be paid for his earned but unused annual leave, provided that the separate Employer agrees to accept such credits.

#### **18.08 Advance Payments**

The Employer agrees to issue advance payments of estimated net salary for annual leave 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 annual leave period commences.

Providing the employee has been authorized to proceed on annual leave for the period concerned, pay in advance of going on annual leave 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.

\*\*

**18.09 Complementary Leave Without Pay**

- (a) If an employee has used all the annual, parliamentary and interpretation leave credits to which he is entitled in the year, the Employer may at its discretion grant the employee, during the current fiscal year, a maximum of ten (10) days of complementary leave without pay, to be taken consecutively or otherwise.
- (b) The employee shall give two (2) days' advance notice for each day of complementary leave without pay requested.
- (c) The Employer may for good and sufficient reason grant complementary leave without pay on shorter notice than that provided for in paragraph (b).
- (d) An employee may not take complementary leave without pay during his first six (6) months of continuous employment.

**ARTICLE 19  
PARLIAMENTARY LEAVE AND  
INTERPRETATION LEAVE**

**19.01 Parliamentary Leave**

- (a)
  - (i) In addition to their annual leave, employees assigned to parliamentary service and who are normally required to perform work days of varying length with irregular hours shall receive special compensation in the form of parliamentary leave prorated to the number of days worked by the employee for the Employer during the fiscal year.
  - (ii) Employees assigned to parliamentary service and who normally translate documents other than the debates of the House of Commons and of the Senate are subject to Article 19 on the same basis as employees contemplated by sub-paragraph (i) regardless of the hours of work set by the Employer.

- (b) The maximum number of days of parliamentary leave is forty (40) per fiscal year, except in the case of employees with more than twelve (12) years of employment in parliamentary service or in interpretation in both (2) official languages, in which case the maximum is fifty (50) days per fiscal year.
- (c) An employee is entitled to the maximum number of days of parliamentary leave if, during the fiscal year, he has worked a minimum number of days obtained by subtracting from 261 days the number of designated paid holidays, the number of annual and parliamentary leave credits carried over and the maximum number of annual and parliamentary leave credits for which the employee is normally eligible for the current fiscal year.
- (d) The granting of parliamentary leave is subject to operational requirements and such leave must normally be taken during periods of low demand in the fiscal year for which it is granted. If operational requirements do not permit the Employer to grant parliamentary leave during the fiscal year, such leave must be granted before the end of the following fiscal year.
- (e) If an employee is granted parliamentary leave in advance and, at the end of the fiscal year, has been granted more leave of this type than earned, the maximum number of days referred to in paragraph (b) shall be reduced accordingly.
- (f) Where operational requirements permit, the Employer shall make every reasonable effort to grant an employee entitled under this clause, once per fiscal year, a period of eight (8) consecutive weeks of parliamentary leave or a combination of such leave and annual leave.

#### **19.02 Interpretation Leave**

- (a) In addition to their annual leave, interpreters assigned to the interpretation of conferences in both official languages shall receive special compensation in the form of interpretation leave prorated to the number of days worked by the interpreter for the Employer during the fiscal year.
- (b) The maximum number of days of interpretation leave is forty (40) per fiscal year, except in the case of employees with more than twelve (12) years of employment in parliamentary service or in interpretation in both official languages, in which case the maximum is fifty (50) days per fiscal year.

- (c) An employee is entitled to the maximum number of days of interpretation leave if, during the fiscal year, he has worked a minimum number of days obtained by subtracting from 261 days the number of designated paid holidays, the number of annual and interpretation leave credits carried over and the maximum number of annual and interpretation leave credits for which the employee is normally eligible for the current fiscal year.
- (d) The granting of interpretation leave is subject to operational requirements and such leave must normally be taken during periods of low demand 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.
- (e) If an employee is granted interpretation leave in advance and, at the end of the fiscal year, has been granted more leave of this type than was earned, the maximum number of days referred to in paragraph (b) shall be reduced accordingly.
- (f) Where operational requirements permit, the Employer shall make every reasonable effort to grant an employee entitled under this clause, once per fiscal year, a period of eight (8) consecutive weeks of interpretation leave or a combination of such leave and annual leave.

### **19.03 Call Back from Parliamentary Leave or Interpretation Leave**

- (a) Where operational requirements permit, the Employer shall make every reasonable effort not to call back an employee once he is on parliamentary leave or interpretation leave.
- (b) When an employee is called back to work, during any period of his parliamentary or his interpretation leave, he shall be reimbursed reasonable expenses, as usually defined by the Employer, incurred by him
  - (i) to go to his work location
  - and
  - (ii) to return to the point whence 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.

- (c) An employee shall not be considered as being on parliamentary or interpretation leave during any period entitling him, under the provisions of paragraph (b), to the repayment of reasonable expenses incurred by him.

**ARTICLE 20**  
**SICK LEAVE**

**20.01 Credits**

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

**20.02 Granting of Sick Leave**

- (a) An employee shall be granted sick leave with pay when he is unable to perform his duties because of illness or injury provided that:
  - (i) he satisfies the Employer of this condition in such a manner and at such a time as may be determined by the Employer,
  - and
  - (ii) he has the necessary sick leave credits.
- (b) 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 sub-paragraph (i), if the period of leave does not exceed five (5) days.
- (c) An employee shall not be granted sick leave with pay during any period in which he is on leave without pay, or under suspension.
- (d) When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

**20.03 Advance of Credits**

- (a) Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of paragraph 20.02(a), sick leave with pay may, at the discretion of the Employer, be granted:
  - (i) 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
  - (ii) 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.
- (b) 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 21  
OTHER LEAVE**

**21.01** 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.

**21.02 Bereavement Leave With Pay**

For the purposes 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 any 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 paragraphs 21.02(a) and (c).

\*\*

**21.03 Maternity Leave without Pay**

- (a)
  - (i) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.
    - (A) Notwithstanding sub-paragraph (a)(i) above:
      - (1) where the employee's newborn child is hospitalized within the period defined in sub-paragraph (a)(i) above,



and

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

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

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

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

\*\*

#### **21.04 Maternity Allowance**

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in 21.04(b), provided that she
- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
  - (ii) provides the Employer with proof that she has applied for and is in receipt of Employment Insurance (EI) pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer;
- and
- (iii) has signed an agreement with the Employer stating that
    - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified with the Employer's consent.
    - (B) within eighteen (18) months following her return from maternity leave without pay, she will work an amount of hours paid at straight time calculated by multiplying the number of hours in the work week on which her maternity allowance was calculated by twenty-six (26).
    - (C) should she fail to return to work in accordance with the provisions of 21.04(a)(iii)(A) and 21.04(a)(iii)(B) for reasons other than death, lay-off, or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for the amount received as a maternity allowance, proportionate to the

number of hours not worked in relation to the hours to be worked as specified in (B) above.

- (iv) for the purposes of (iii)(B), periods of leave with pay shall count as time worked.
- (b) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (i)
    - (A) where an employee is subject to a waiting period of two (2) weeks before receiving EI maternity benefits, ninety-three percent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
    - and
    - (B) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the EI benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
  - (ii) the maternity allowance to which an employee is entitled is limited to that provided in (i) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *EI Act*.
  - (iii) The weekly rate of pay referred to in sub-paragraph 21.04(b)(i) shall be:
    - (A) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,

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

\*\*

#### **21.05 Special Maternity Allowance for Totally Disabled Employees**

- (a) An employee who:
  - (i) fails to satisfy the eligibility requirement specified in subparagraph 21.04(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving EI maternity benefits;

and

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 21.04(a), other than those specified in 21.04(a)(iii)(A) and 21.04(a)(iii)(B);

shall be paid, in respect of each week of maternity allowance not received for the reason described in 21.05(a)(i), the difference between ninety-three percent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or under the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 21.04 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the *EI Act* had she not been disqualified from EI maternity benefits for the reasons described in sub-paragraph 21.05(a)(i) above.

\*\*

#### **21.06 Parental Leave Without Pay**

- (a) An employee who becomes a parent through the birth of a child or the adoption of a child below the age of majority shall, upon request, be granted parental leave without pay for a single period of up to twenty-four (24) consecutive weeks beginning on or after the date of the child's birth or the date of acceptance of custody of the child for adoption.
- (b) The period of parental leave without pay shall end:
  - (i) no later than forty-one (41) weeks after the child is born, or, in the case of adoption, no later than twenty-four (24) weeks after the date of acceptance of custody of the child for adoption;
  - (ii) where a period of maternity leave without pay as described in sub-paragraph 21.03(a)(i) above is extended in accordance with sub-paragraph 21.03(a)(i)(A) and is followed by a period of parental leave without pay taken by the employee or by the employee's spouse, no later than fifty-two (52) weeks after the day the child is born.

- (c) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the child or as soon as the application for adoption has been approved by the adoption agency.
- (d)
  - (i) The Employer may require an employee to submit a birth certificate or proof of adoption for the child.
  - (ii) Parental leave without pay taken by a Public Service couple shall not exceed a total of twenty-four (24) weeks for both employees combined.
- (e) Leave granted under this clause shall count for the calculation of continuous employment for the purpose of calculating severance pay and service for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

\*\*

**21.07 Parental Allowance**

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

and

  - (iii) has signed an agreement with the Employer stating that he or she
    - (A) will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified with the Employer's consent.

- (B) within ten (10) months of his or her return from parental leave without pay, the employee will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by fifteen (15).
  - (C) should the employee fail to return to work in accordance with the provisions of 21.07(a)(iii)(A) and 21.07(a)(iii)(B) for reasons other than death, lay-off, or having become disabled as defined in the *Public Service Superannuation Act*, the employee will be indebted to the Employer for the amount received as a parental allowance, proportionate to the amount of hours not worked in relation to the hours to be worked as specified in (B) above.
- (iv) for the purposes of (iii)(B), periods of leave with pay shall count as time worked.
- (b) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (i)
    - (A) Where an employee is subject to a waiting period of two (2) weeks before receiving EI parental benefits, ninety-three percent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period.
    - (B) Other than as provided in (C) below, for each week in respect of which the employee receives EI parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross amount of the EI parental benefits he or she is initially eligible to receive and ninety-three percent (93%) of his or her weekly rate of pay, less any other monies earned during this period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.

- (C) Where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *EI Act*, the parental allowance payable under the SUB Plan described in 21.07(b)(i)(B) will be extended by the number of weeks of extended benefits which the employee receives under that Subsection.
- (ii) the parental allowance to which an employee is entitled is limited to that provided in (i) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *EI Act*.
- (iii) The weekly rate of pay referred to in sub-paragraph 21.07(b)(i) shall be:
  - (A) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay,
  - (B) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in (A) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (iv)
  - (A) The weekly rate of pay referred to in (iii) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
  - (B) Notwithstanding (A), and subject to (iii)(B), if on the day immediately preceding the commencement of parental leave without pay an employee has been on an acting assignment for at least four months, the weekly rate shall be the rate the employee was being paid on that day.



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

\*\*

**21.08 Special Parental Allowance for Totally Disabled Employees**

- (a) An employee who:
  - (i) fails to satisfy the eligibility requirement specified in sub-paragraph 21.07(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving EI parental benefits;
  - and
  - (ii) has satisfied all of the other eligibility criteria specified in paragraph 21.07(a), other than those specified in 21.07(a)(iii)(A) and 21.07(a)(iii)(B);

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in 21.08(a)(i), the difference between ninety-three percent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 21.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the *EI Act*, had the employee not been disqualified from EI parental benefits for the reasons described in sub-paragraph 21.08(a)(i) above.

**21.09 Leave Without Pay for the Care and Nurturing of the employee's Pre-School Age Children**

At the request of an employee, leave without pay shall be granted so that the employee may personally care for and nurture his pre-school age children in accordance with the following conditions:

- (a) the employee shall notify the Employer in writing four (4) weeks in advance of the commencement date of such leave, and the anticipated date of return to work may not be modified without mutual agreement;
- (b) leave granted under this clause shall be for a minimum period of three (3) months;
- (c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (d) 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 annual leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

**21.10 Leave Without Pay for Personal Needs**

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

- (a) Where operational requirements permit, 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 annual leave. Time spent on such leave shall be counted for pay increment purposes.
- (b) Where operational requirements permit, 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 annual leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

#### **21.11 Leave Without Pay for Relocation of Spouse**

- (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 annual 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.

\*\*

#### **21.12 Leave With Pay for Family-Related Responsibilities**

- (a) For the purposes 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 employee shall be granted leave with pay as follows:
  - (i) up to one-half (1/2) day of leave with pay for an appointment to take a member of his family 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 sub-paragraph 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 five (5) consecutive days of leave with pay to provide for the immediate and temporary care of a sick member of his 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 his child. This leave may be divided into two (2) periods and granted on separate days.
  - (iv) five (5) days' marriage leave for the purpose of getting married provided that the employee gives the Employer at least five (5) days' notice and has completed one (1) year of continuous employment in the Public Service.
- (c) The total leave with pay which may be granted under sub-paragraphs (b)(i), (ii), (iii) and (iv) shall not exceed five (5) days in a fiscal year.

\*\*

### **21.13 Leave Without Pay for Long-term Care of a Parent**

At the discretion of the Employer, an employee may be granted leave without pay for the long-term personal care of the employee's parents, including step-parents or foster parents, in accordance with the following conditions:

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

**21.14 Court Leave**

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

- (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, other than a proceeding in which the employee is a party, 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.

**21.15 Examination Leave**

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.

**21.16 Personnel Selection Leave**

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 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.

#### **21.17 Education Leave**

- (a) An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, 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.
- (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 and stay at his service 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.

#### **21.18 Career Development Leave**

(a) 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 with pay for such attendance. "Leave with pay" means the employee's normal compensation including any increase for which he may become eligible during his absence.

(b) 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.

#### **21.19 Injury-on-duty Leave**

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.

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

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

**ARTICLE 22**  
**SEVERANCE PAY**

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

**(a) Lay-Off**

- (i) When an employee has completed one (1) year or more of continuous employment and is laid off, he is entitled to be paid severance pay at the time of lay-off.
- (ii) In the case of an employee who is laid off for the first time, the amount of severance pay shall be two (2) weeks' pay for the first completed year of continuous employment and one (1) week's pay for each additional completed year of continuous employment.
- (iii) In the case of an employee who is laid off for a second or subsequent time, the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment, less any period in respect of which he has already been granted severance pay under sub-paragraph (ii) above.

**(b) Retirement**

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 continuous employment up to a maximum of thirty (30) years.

**(c) Resignation**

- (i) 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, at the time of his resignation, has ten (10) or more years of continuous employment is, subject to paragraph (b), entitled to be paid 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 continuous employment up to a maximum of twenty-six (26).
- (ii) Notwithstanding sub-paragraph (i), an employee who resigns to accept an appointment with a separate Employer covered by Part II of Schedule I of the *Public Service Staff Relations Act* may decide not to accept severance pay, provided that the separate Employer will accept, for the purpose of calculating severance pay, the years of service accumulated by the employee within an organization covered by Part I of Schedule I of the Act.

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

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

**(e) Rejection on Probation**

When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, he shall be entitled to severance pay on the basis of one (1) week's pay for each completed year of continuous employment up to a maximum of twenty-seven (27) weeks.

**22.02 Severance Pay on Death**

If an employee dies, there shall be paid to his estate an amount determined in accordance with paragraph 22.01(b) regardless of any other benefit payable.

**22.03 General**

- (a) 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.
- (b) Except as otherwise specified in this 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** 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**

### **SUSPENSION AND DISCIPLINE**

**24.01** When an employee is suspended from duty, the Employer shall provide the reason for the suspension in writing and shall endeavour to do so at the time of the suspension.

**24.02** The Employer shall notify the Union as soon as possible that such suspension has occurred.

**24.03** When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him, the employee is entitled to have, at his request, a representative of the Union attend the meeting. Where practicable, the employee shall receive a minimum of one day's notice of such a meeting.

**24.04** The Employer agrees not to introduce as evidence at a hearing relating to disciplinary action any document from the employee's file the content of which was not made known to the employee at the time it was placed on his file or within a reasonable time thereafter.

**24.05** Any document relating to disciplinary action that is placed on the Personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no other disciplinary action has been recorded during this period.

**ARTICLE 25**  
**HEALTH AND SAFETY**

**25.01** 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 their health or safety. 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.

**25.02**

- (a) An interpreter may be relieved by the unit head of any interpretation work when the technical equipment or the facilities do not meet the minimum standards of the Canadian General Standards Board.
- (b) The Employer shall make a headset available to the interpreter without cost.

**ARTICLE 26**  
**WORK AREAS**

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

**ARTICLE 27**  
**REFERENCE MATERIAL**

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

**27.02** Where 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 28**  
**WORKING LANGUAGES OF INTERPRETERS**

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

**ARTICLE 29**  
**DISPUTE RESOLUTION**

The Employer and the Union are agreed that it is appropriate, as often as possible, to resolve disputes at the level where they occur without necessarily invoking the filing of a grievance, with the participation of the employee and a representative of the Employer, and preferably at the lowest possible level of management. Accordingly, and subject to agreement between the employee and the Employer's representative, an alternative dispute resolution process, characterized by open co-operation, frank exchanges of views and a quest for innovative solutions, may be used.

The employee and the Employer's representative may decide to seek the co-operation of a neutral third party not associated with the dispute. The role of this third party will be to attempt to reconcile the parties, promote open and full discussion and identify solutions that satisfy both parties. Paragraph 30.02 shall apply throughout the alternative dispute resolution process.

**ARTICLE 30**  
**GRIEVANCE PROCEDURE**

**30.01 Presentation**

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

- (i) 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
  - (ii) 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.
- (b) 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:
- (i) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate step,  
  
and
  - (ii) provide the employee with a receipt stating the date on which the grievance was received by him.
- (c) 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.

### **30.02 Right to Representation**

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

### **30.03 Steps in the Procedure**

- (a) There shall be no more than four (4) steps in the grievance procedure. These steps shall be as follows:
  - (i) Step 1 - first level of management;

- (ii) Step 2 - (and 3 in departments or agencies where such a step is established) - one (or two) intermediate step(s);
  - (iii) Final Step - Deputy Head or his authorized representative.
- (b)
- (i) 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.
  - (ii) 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.

#### **30.04 Time Limits**

- (a) An employee may present a grievance to the first step of the procedure in the manner prescribed in paragraph 30.01(b), not later than the twenty-fifth (25th) day after the date
  - (i) on which he is notified orally or in writing,
  - or
  - (ii) on which he first becomes aware of the action or circumstances giving rise to grievance.
- (b) An employee may present a grievance at each succeeding step in the grievance procedure beyond the first step either:
  - (i) 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

- (ii) where the Employer has not conveyed a decision to him within the time prescribed in paragraph 30.04(c), within fifteen (15) days after he presented the grievance at the previous step.
- (c) 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.
- (d) 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.
- (e) 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 30.06.
- (f) 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.

### **30.05 Grievance by Mail**

- (a) Where the provisions of paragraph 30.01(b) 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.
- (b) 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.

### **30.06 Grievance on Discharge**

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



- (a) the grievance is 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.

**30.07 Referral to Adjudication**

- (a) Where an employee has presented a grievance up to and including the Final Step in the grievance procedure with respect to:
  - (i) the interpretation or application in respect of him of a provision of this Collective Agreement or a related arbitral award,  
  
or
  - (ii) 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*.

- (b) 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 the prescribed manner:
  - (i) its approval of the reference of the grievance to adjudication,  
  
and
  - (ii) its willingness to represent the employee in the adjudication proceedings.

**30.08 National Joint Council Grievance**

In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) of the Public Service on items

which may be included in a collective agreement and which the parties to this agreement have endorsed, the grievance procedure will be in accordance with Section 14 of the NJC By-Laws.

**30.09 General**

- (a) 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.
- (b) Where it appears that the nature of the grievance is such that a decision cannot be given below a particular step of the 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.
- (c) 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*.
- (d) An employee may by written notice to his immediate supervisor or officer-in-charge abandon a grievance.
- (e) 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.

**ARTICLE 31**

**JOINT CONSULTATION**

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

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

### **31.03 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 6 December 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 II 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 and are listed in the NJC Memorandum of Understanding which took effect as of 5 May 1994.

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) Bilingual Bonus;
- (2) Boilers and Pressure Vessels
- (3) Commuting Assistance
- (4) Committees and Representatives
- (5) Dangerous Substances
- (6) Electrical
- (7) Elevating Devices
- (8) Elevated Work Structures
- (9) First Aid
- (10) First Aid Allowance Directive;
- (11) Foreign Service Directives;
- (12) Hazardous Confined Spaces
- (13) Isolated Posts Directives;
- (14) Living Accommodation Charges

- (15) Materials-Handling
- (16) Memorandum of Understanding on Definition of Spouse
- (17) Motor Vehicle Operations
- (18) Noise Control and Hearing Conservation
- (19) Personal Protective Equipment and Clothing Directive
- (20) Pesticides
- (21) Refusal to Work
- (22) Relocation Directive;
- (23) Sanitation
- (24) Tools and Machinery Safety and Health Standard
- (25) Travel Directive
- (26) Uniforms Directive
- (27) Use and Occupancy of Buildings
- (28) Work Force Adjustment Directive

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 30.08 of this Collective Agreement.

## **\*\*ARTICLE 32**

### **TRAINING AND DEVELOPMENT**

**32.01** The parties acknowledge the contribution of training to the development of individual and organizational capacity.

**32.02** The Employer shall consult the Union at the beginning of the fiscal year on implementation of the training policy during that year.

**32.03** The Employer shall consult each employee once a year regarding his training needs.

**ARTICLE 33**  
**TECHNOLOGICAL CHANGE**

**33.01** 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.

**33.02** 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.

**ARTICLE 34**  
**PART-TIME EMPLOYEES**

**34.01 General**

- (a) 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.
- (b) Part-time employees shall be paid at the straight-time 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.
- (c) 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 straight-time hourly rate of pay.
- (d) Leave will only be provided
  - (i) during those periods in which employees are scheduled to perform their duties;

or

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

#### **34.02 Designated Holidays**

- (a) A part-time employee shall not be paid for the designated holidays but shall, instead, receive a four point twenty-five per cent (4.25%) allowance for all straight-time hours worked during the period of part-time employment.
- (b) 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 at time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours worked on the holiday.

#### **34.03 Overtime**

- (a) "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.
- (b) A part-time employee who is required to work overtime shall be paid at time and one-half (1 1/2) for all overtime hours worked. The provisions of clause 13.10 shall apply.

#### **34.04 Annual Leave**

A part-time employee shall earn annual 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 paragraph 18.01(a), 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;

- (d) when the entitlement is two and a half (2 1/2) days a month, one half of the hours in the employee's work week per month.

#### **34.05 Sick Leave**

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

#### **34.06 Annual and Sick Leave Administration**

- (a) For the purposes of administration of clauses 34.04 and 34.05, 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 annual or sick leave credits in excess of the entitlement of a full-time employee.

#### **34.07 Severance Pay**

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.

## **ARTICLE 35**

### **ILLEGAL STRIKES**

An employee who takes part in an illegal strike as defined in the *Public Service Staff Relations Act* is liable to the penalties provided for in the said Act and to disciplinary action up to and including termination of employment pursuant to the provisions of Section 11(2)(f) of the *Financial Administration Act*.

**ARTICLE 36**  
**TERM OF AGREEMENT**

\*\*

**36.01** The duration of this Collective Agreement shall be from the date it is signed to 18 April 1999.

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

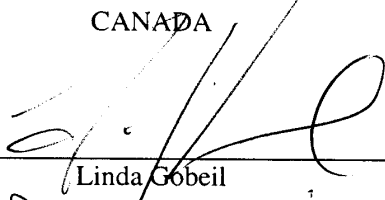
**36.03** The present Agreement may be amended by mutual agreement.



SIGNED AT OTTAWA, this 9<sup>th</sup> day of the month of July 1998.

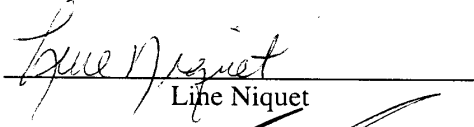
THE TREASURY BOARD OF  
CANADA

CANADIAN UNION OF  
PROFESSIONAL AND  
TECHNICAL EMPLOYEES



---

Linda Gobeil



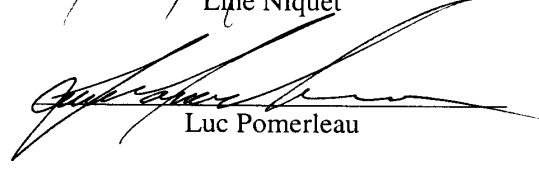
---

Line Niquet




---

Daniel Langevin



---

Luc Pomerleau



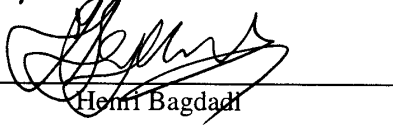
---

Anyot Bachand



---

Lucette Carpentier



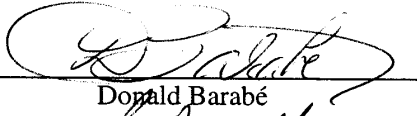
---

Henri Bagdadi



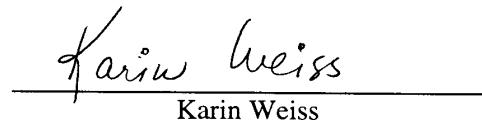
---

Gilles Gervais



---

Donald Barabé



---

Karin Weiss



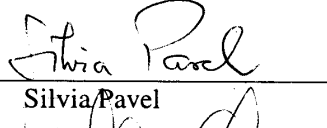
---

Gilles Martel



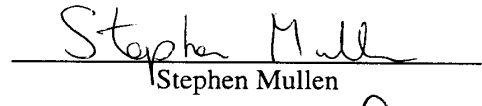
---

Suzanne Dumas



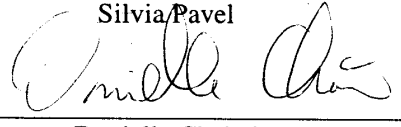
---

Silvia Pavel



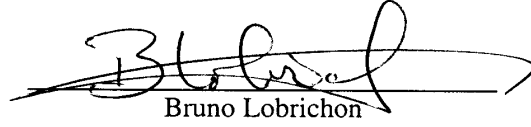
---

Stephen Mullen



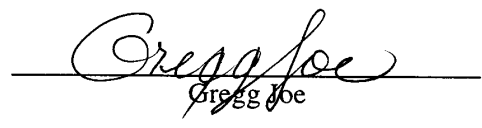
---

Danielle Chainé



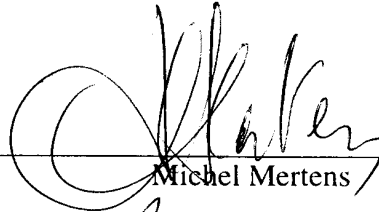
---

Bruno Lobrichon



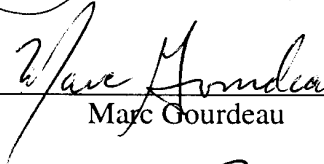
---

Gregg Joe



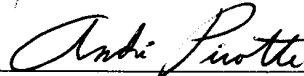
---

Michel Mertens



---

Marc Gourdeau




---

André Picotte



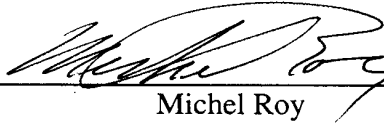
---

Alex MacQuarrie



---

Henriette Gravelle



---

Michel Roy

**\*\*APPENDIX "A"**

**TRANSLATION GROUP  
RATES OF PAY  
(IN DOLLARS)**

- X) Restructure**  
**A) Effective 19 April 1997**  
**B) Effective 19 April 1998**

**TR-1**

From: \$	22660	to	39200
X	22660	to	36742
A	22964	to	37234
B	23341	to	37845

**(With intermediate steps as define in Note 5)**

**TR-2**

From: \$	36742	38547	40355	42159	43970	45771	47578	
X	36742	38547	40355	42159	43970	45771	47578	48530
A	37234	39064	40896	42724	44559	46384	48216	49180
B	37845	39705	41567	43425	45290	47145	49007	49987

**TR-3**

From: \$	45811	47964	50114	52264	54418	56572	
X	45811	47964	50114	52264	54418	56572	57703
A	46425	48607	50786	52964	55147	57330	58476
B	47186	49404	51619	53833	56051	58270	59435

**TR-4**

From: \$	50570	52633	54695	56758	58821	60883	
X	50570	52633	54695	56758	58821	60883	62101
A	51248	53338	55428	57519	59609	61699	62933
B	52088	54213	56337	58462	60587	62711	63965

**PAY NOTES**

**Pay Adjustments**

\*\*

**(1) Adjustments respecting TR-1s who are not appointed during the retroactive period [at intervals of ten dollars (\$10)]**

The pay of an employee being paid in the TR-1 scale shall be increased

- (a) as of 19 April 1997, by 1.34%, but not to exceed the maximum of the A scale;
- (b) as of 19 April 1998, by 1.64%, but not to exceed the maximum of the B scale.

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

Subject to notes (5) and (6), an employee being paid in the TR-2, TR-3 or TR-4 scale of rates shall be paid, as of the effective date of the A or B scale, at the rate shown immediately below his rate the day before.

**(3) Adjustments respecting employees appointed during the retroactive period**

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

- (a) who was initially appointed, or transferred or promoted during the retroactive period,  
  
and
- (b) who, after application of Article 15, would receive a lower rate of pay than that shown immediately below the rate he was receiving before the adjustment,

may be 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 the employee is entitled.

### **Pay Increments**

\*\*

#### **(4) 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. The pay increment shall be to the next rate in the applicable scale, unless the maximum has been reached.

Employees who have been at the maximum of their level for at least one (1) year on 18 April 1997 move retroactively to additional step on 19 April 1997.

\*\*

#### **(5) Employees paid in the TR-1 scale of rates**

The pay increment period for employees paid in the TR-1 scale of rates is one (1) year. The increment shall be two thousand dollars (\$2,000) for the first three (3) periods and five (5) hundred dollars (\$500) for the following periods, to the maximum of the TR-1 scale of rates.

#### **(6) First Pay Increment**

Employees appointed 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 (4) and (5) as from the date of the promotion, demotion or entry into the Public Service.

\*\*

### **Pay Supplements**

(7)

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

- (ii) a position of translator assigned to parliamentary service to translate the debates of the Senate and of the House of Commons, in the evening or at night, under pressure at all times, and in accordance with production standards which are qualitatively and quantitatively reasonable as determined by the Employer.
- (b)
- (i) An employee at the TR-2 level who on May 15, 1998, the date of signature of the agreement in principle on renewal of the Translation Group collective agreement, was the incumbent of a designated specialist position, shall be entitled to salary protection equivalent to a 7% supplement calculated on the pay shown in scale (B) of the present agreement. This salary protection shall also apply to an employee at the TR-2 level who, as of the above-mentioned date, had made a written request for a review of his case for the purpose of obtaining this supplement, and is subsequently granted it as a result of the review.
  - (ii) This salary protection shall continue as long as the employee remains in the same bargaining unit.
  - (iii) The protection granted under (i) above shall continue in effect following a lateral transfer or a reinstatement at the TR-2 level.
  - (iv) Salary protection shall be definitively withdrawn from an employee referred to in paragraph (i) on a written request by the employee.
- (c) A supplement of four per cent (4%) of the employee's pay in scale A or B shall be added to the pay of the employee classified as TR-3 who is the head of an isolated sub-section.

- (d)
- (i) A supplement of four per cent (4%) of the employee's pay in scale B shall be added to the pay of the employee classified as TR-2 or TR-3 who is in a multilingual position or who is assigned to the multilingual service and who translates
    - (A) from two (2) official languages to one (1) aboriginal or foreign language,
    - or
    - (B) from one (1) aboriginal or foreign language to two (2) official languages,
    - or
    - (C) from two (2) aboriginal or foreign languages to one (1) official language,
    - or
    - (D) from one (1) official language to two (2) aboriginal or foreign languages
    - or
  - (ii) A supplement of seven per cent (7%) of the employee's pay in scale B shall be added to the pay of the employee classified as TR-2 or TR-3 who is in a multilingual position or who is assigned to the multilingual service and who translates from at least six (6) aboriginal or foreign languages to one (1) official language, or vice-versa.
  - (iii) For the purpose of interpreting this paragraph, "translates" means translation, revision or quality control.
- (e) A supplement of four per cent (4%) of the employee's pay in scale B shall be added to the pay of the employee classified as TR-2 or TR-3 who occupies a terminologist position or is

assigned to the terminology service and has oral and written proficiency in a third language which he uses in the performance of his duties in addition to the two official languages.

- (f) A supplement of thirty-five dollars (\$35) shall be added to the pay of an employee who occupies an official languages interpreter position for each day during which, at the Employer's discretion, he performs foreign language interpretation, regardless of the type or duration of such interpretation, up to a maximum of four per cent (4%) of his annual pay. This supplement shall be paid annually after the end of the fiscal year. For this purpose, the total of days and parts of days shall be rounded up to the half-day above.
- (g) A supplement of seven dollars (\$7) for each gross hour of televised interpretation shall be paid to an employee who interprets a debate or conference in the minority language as the sole interpreter assigned, or who interprets a debate or conference in the majority language as a member of a two-person team. This supplement shall be paid twice each fiscal year. For this purpose, total televised interpretation time shall be calculated to the nearest minute.
- (h) An employee who completes his normal work day in accordance with the provisions of paragraph 12.01(b) shall receive an allowance of seven dollars per hour for each hour worked before 8:00 a.m. and after 6:00 p.m. This allowance shall be rounded up on a daily basis to the half-hour above. It shall not apply to overtime hours.
- (i) Article 15 shall apply to an employee who performs the functions of a position described in this clause on a temporary basis.
- (j) The above-mentioned supplements shall be rounded to the nearest dollar and shall be considered as pay for all purposes.



**APPENDIX "B"**

**Memorandum of Understanding  
between  
the Treasury Board  
and  
the Canadian Union of Professional and Technical Employees**

If at any time during the life of the Translation Group Collective Agreement signed on 9 July 1998, the House of Commons changes its work schedule, the parties thereto agree to reopen articles 12 (Hours of work) and 19 (Parliamentary leave and interpretation leave), upon request of either one.

THE TREASURY BOARD OF  
CANADA

CANADIAN UNION OF  
PROFESSIONAL AND  
TECHNICAL EMPLOYEES

---

Daniel Langevin

---

Luc Pomerleau