



Treasury Board of Canada  
Secretariat

Secrétariat du Conseil du Trésor  
du Canada

# **Agreement between the Treasury Board and The Professional Association of Foreign Service Officers**

Group: Foreign Service  
(All employees)

CODE: 312

Expiry Date: June 30, 2003

**Canada**





# **Agreement between the Treasury Board and The Professional Association of Foreign Service Officers**

Group: Foreign Service  
(All employees)

CODE: 312  
Expiry Date: June 30, 2003

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 2003

Catalogue No. BT42-312/2003  
ISBN 0-660-62164-9

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

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

The Professional Association  
of Foreign Service Officers  
412 - 47 Clarence Street  
Ottawa, Ontario  
R1N 9K1

Tel.: (613) 241-4396  
Fax.: (613) 241-5911  
E-mail: [info@pafso.com](mailto:info@pafso.com)



**LIST OF CHANGES TO THE AGREEMENT BETWEEN  
THE TREASURY BOARD AND THE  
PROFESSIONAL ASSOCIATION OF FOREIGN SERVICE OFFICERS**

---

**ARTICLE 2  
INTERPRETATION AND DEFINITIONS**

**2.01** For the purpose of this Agreement:

\*\*

**“common-law partner”** a “common-law partner” relationship exists when, for a continuous period of at least one (1) year, an employee has lived with a person and continues to live with the person as if that person were his or her spouse (conjoint de fait),

\*\*

**“spouse”** will, when required, be interpreted to include “common-law partner” except, for the purposes of the Foreign Service Directives, in which case the definition of “spouse” will remain as specified in Directive 2 of the Foreign Service Directives (époux),

**ARTICLE 4  
PROVISION OF COMMUNICATION FACILITIES**

\*\*

**4.05 Bulletin Boards**

Reasonable space on bulletin boards, in convenient locations, including electronic bulletin boards where available, will be made available to the Association for the posting of official Association notices. The Association shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Association, including the names of Association representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

**ARTICLE 7**  
**SUSPENSION AND DISCIPLINE**

\*\*

**7.01** An employee who is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning her or to render a disciplinary decision concerning her, shall:

- (a) where practicable, receive in writing a minimum of one day's notice of such a meeting, as well as its purpose,  
  
and
- (b) at her request, have a representative of the Association attend the meeting, when the representative is readily available.

**ARTICLE 10**  
**HOURS OF WORK**

**10.03 Special Hours of Work**

\*\*

(e) **Special Hours of Work Premium**

Effective July 1, 2002, an employee working on workdays will receive a premium of two dollars (\$2.00) per hour for all hours worked between 4:00 p.m. and 8:00 a.m., including overtime hours. This premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

\*\*

(f) **Weekend Premium**

Effective July 1, 2002, employees shall receive an additional premium of two dollars (\$2.00) per hour for all regularly scheduled hours worked at the straight-time hourly rate on Saturday and/or Sunday. Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.

**ARTICLE 11**  
**VARIABLE HOURS OF WORK**

**11.03 General Terms**

\*\*

- (d) The maximum life of a schedule established under clause 10.03 shall be six (6) months, except at missions abroad when the normal weekly and daily hours of work are varied by the Employer to allow for summer and winter hours, in which case the life of a schedule shall be one (1) year.

**11.04 Specific Application of this Agreement**

**Designated Paid Holidays**

\*\*

- (b) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the normal daily hours' pay specified by this Agreement, time and one-half (1 1/2) for each completed period of fifteen (15) minutes worked by her.

**ARTICLE 12**  
**OVERTIME**

\*\*

**12.01 Exclusion**

The provisions of this Article do not apply where an employee attends social engagements unless the employee has received prior authorization and is required to attend by the Employer.

**12.02 General**

\*\*

- (a) Subject to clause 12.01, an employee is entitled to overtime compensation for each completed period of fifteen (15) minutes of overtime worked by him:
- (i) when the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions,

and

- (ii) when the employee does not control the duration of the overtime work.

\*\*

### **12.03 Overtime Compensation on A Scheduled Work Day**

Subject to clause 12.02, an employee who is required by the Employer to work overtime on a scheduled work day shall be granted compensation at time and one-half (1 1/2) for each completed period of fifteen (15) minutes of overtime worked.

\*\*

### **12.04 Overtime Compensation on A Day Of Rest**

- (a) Subject to clause 12.02, an employee who is required by the Employer to report for duty and works on his days of rest shall be compensated for each completed period of fifteen (15) minutes of overtime worked by him on his days of rest;
- (b) on the employee's first day of rest, at the rate of time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours of overtime worked and at the double (2) time rate for each contiguous hour thereafter;
- (c) on the employee's second or subsequent day of rest:
  - (i) at the basis of double (2) time for each hour of overtime worked. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;
  - (ii) notwithstanding paragraph (b) and sub-paragraph (c)(i) above, if, in an unbroken series of consecutive and contiguous calendar days of rest, the Employer permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time and one-half (1 1/2) for the first (1<sup>st</sup>) day worked.



\*\*

### **12.05 Reporting Pay**

Subject to clause 12.02, an employee who is required by the Employer to report for duty and reports on a day of rest shall be paid the greater of:

- (a) compensation for each completed period of fifteen (15) minutes worked at the applicable overtime rate of pay;

or

- (b) compensation for a minimum period of three (3) hours at the applicable overtime rate of pay, except that this minimum shall apply only the first time that he reports for work during a period of eight (8) hours starting with his first reporting.

### **12.07 Compensatory Leave**

\*\*

- (c) Compensatory leave earned in a fiscal year and outstanding on September 30 of the next following fiscal year shall be paid at the employee's daily rate of pay on September 30.

### **12.09 Overtime Meal Allowance**

\*\*

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed for one meal in the amount of ten dollars (\$10), except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to his place of work.

\*\*

- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, he shall be reimbursed for one additional meal in the amount of ten dollars (\$10), except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

**ARTICLE 13**  
**CALL-BACK PAY**

\*\*

**13.01 Exclusion**

An employee who receives a call to duty or responds to a telephone or data line call at any time outside of his or her scheduled hours of work, may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

- (a) compensation at the applicable overtime rate for any time worked,
- or
- (b) compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first (1<sup>st</sup>) time an employee performs work during an eight (8) hour period, starting when the employee first commences the work.

**13.02**

(a)

\*\*

- (v) compensation at the applicable rate of overtime compensation for each completed period of fifteen (15) minutes worked,

**ARTICLE 14**  
**STANDBY**

\*\*

**14.01 Exclusion**

An employee who is on standby and receives a call to duty or is required to respond to telephone calls or data line calls, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees, and receive compensation for time worked in accordance with

subparagraph 14.05(b). In such instances, the employee shall not be entitled to compensation under subparagraph 14.05(a)(ii).

**14.05**

(a)

\*\*

- (i) the applicable overtime rate for each completed period of fifteen (15) minutes worked,

or

- (ii) the minimum of three (3) hours' pay at the applicable overtime rate, except that this minimum shall apply only the first (1<sup>st</sup>) time he reports for work during a period of standby of eight (8) hours, starting with his first (1<sup>st</sup>) reporting. This compensation does not apply to part-time employees, who receive a minimum payment in accordance with clause 17.08.

\*\*

- (b) An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:
  - (i) compensation at the applicable overtime rate for any time worked,

or

  - (ii) compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first (1<sup>st</sup>) time an employee performs work during an eight (8) hour period, starting when the employee first (1<sup>st</sup>) commences the work.

**ARTICLE 15**  
**DESIGNATED PAID HOLIDAYS**

\*\*

**15.01 Exclusion**

Clauses 15.05 and 15.06 do not apply where an employee attends social engagements unless the employee has received prior authorization and is required to attend by the Employer.

\*\*

**15.06 Compensation for work on a Designated Paid Holiday**

- (a) An employee who is required by the Employer to report for duty and works on a designated paid holiday shall receive, in addition to the pay that she would have received had she not worked on the holiday, compensation for each completed period of fifteen (15) minutes worked by her on the holiday at time and one-half (1 1/2).
  
- (b) When an employee works on a designated paid holiday which is not her scheduled day of work, immediately following a day of rest on which she also worked and received overtime in accordance with paragraph 12.04(b), she shall receive in addition to the pay that she would have been granted had she not worked on the holiday, compensation for each completed period of fifteen (15) minutes worked at double time (2).

**ARTICLE 16**  
**TRAVELLING TIME**

\*\*

**16.01** Subject to clause 34.05, no travel compensation will be paid for travel in connection with postings, courses, training sessions, professional conferences and seminars unless, in the case of courses, training sessions, professional conferences or seminars, the employee is required to attend by the Employer.

**16.04**

(b)

\*\*

(ii) at the applicable overtime rate for each completed period of fifteen (15) minutes travelled in excess of his regularly scheduled hours of work and travel, to a maximum payment of twelve (12) hours pay at the straight-time hourly rate of pay,

\*\*

(c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for each completed period of fifteen (15) minutes travelled to a maximum of twelve (12) hours' pay at the straight-time hourly rate of pay.

**ARTICLE 17**

**PART-TIME EMPLOYEES**

\*\*

**17.05 Designated Holidays**

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

\*\*

**17.06** Notwithstanding clause 17.02, 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 Article 15 she shall be paid at time and one-half (1 1/2) for each completed period of fifteen (15) minutes worked.

\*\*

**17.09 Vacation Leave**

A part-time employee shall earn vacation leave credits for each month in which she receives pay for at least twice (2) the number of hours in her normal work week, at the rate for years of service established in clause 20.02, prorated and calculated as follows:

- (a) when the entitlement is one decimal twenty-five (1.25) days a month, 0.250 multiplied by the number of hours in the employee's work week per month;
- (b) when the entitlement is one decimal sixty-seven (1.67) days a month, 0.333 multiplied by the number of hours in the employee's work week per month;
- (c) when the entitlement is one decimal eighty-four (1.84) days a month, 0.367 multiplied by the number of hours in the employee's work week per month;
- (d) when the entitlement is one decimal ninety-two (1.92) days a month, 0.383 multiplied by the number of hours in the employee's work week per month;
- (e) when the entitlement is two decimal zero nine (2.09) days a month, 0.417 multiplied by the number of hours in the employee's work week per month;
- (f) when the entitlement is two decimal twenty-five (2.25) days a month, 0.450 multiplied by the number of hours in the employee's work week per month;
- (g) when the entitlement is two decimal fifty (2.50) days a month, 0.500 multiplied by the number of hours in the employee's work week per month;
- (h) however, a part-time employee who has received or is entitled to receive furlough leave shall have her vacation leave credits earned reduced by 0.083 multiplied by the number of hours in the part-time workweek, beginning in the month in which the twentieth (20<sup>th</sup>) anniversary of service occurs until the beginning of the month in which her twenty-fifth (25<sup>th</sup>) anniversary of service occurs.

**ARTICLE 18**  
**SEVERANCE PAY**

**18.02**

\*\*

- (a) On first lay-off, two (2) weeks' pay for the first year of continuous employment and one (1) week's pay for each additional complete year of continuous employment, and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

\*\*

- (b) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment, and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under (a) above.

**ARTICLE 19**  
**LEAVE GENERAL**

\*\*

**19.03** Except as otherwise specified in this Agreement, where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave.

\*\*

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

\*\*

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

## **ARTICLE 20 VACATION LEAVE**

\*\*

### **20.02 Accumulation of Vacation Leave**

An employee who has earned at least ten (10) days' regular pay during any calendar month of a vacation year shall earn vacation leave credits at the following rates in respect of that month:

- (a) one decimal twenty-five (1.25) days per month until the month in which the anniversary of his eighth (8<sup>th</sup>) year of service occurs;
- (b) one decimal sixty-seven (1.67) days per month commencing with the month in which his eighth (8<sup>th</sup>) anniversary of service occurs;
- (c) one decimal eighty-four (1.84) days commencing with the month in which his sixteenth (16<sup>th</sup>) anniversary of service occurs;
- (d) one decimal ninety-two (1.92) days per month commencing with the month in which his seventeenth (17<sup>th</sup>) anniversary of service occurs;
- (e) two decimal zero nine (2.09) days per month commencing with the month in which his eighteenth (18<sup>th</sup>) anniversary of service occurs;
- (f) two decimal twenty-five (2.25) days commencing with the month in which his twenty-seventh (27<sup>th</sup>) anniversary of service occurs;
- (g) two decimal fifty (2.50) days per month commencing with the month in which his twenty-eighth (28<sup>th</sup>) anniversary of service occurs;
- (h) notwithstanding the provisions of clauses (a), (b), (c), (d) and (e), an employee who is entitled to or who has received furlough leave, shall have his vacation leave credits earned under this Article, reduced by zero



decimal forty-two (0.42) of a day per month from the beginning of the month in which he completes his twentieth (20<sup>th</sup>) year of service until the beginning of the month in which he completes his twenty-fifth (25<sup>th</sup>) year of service.

\*\*

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

\*\*

**20.14 Advance Payments**

- (a) The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.
- (b) Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to the commencement of leave. 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.

\*\*

**20.15** Notwithstanding clause 20.10, an employee who resigns to accept an appointment with an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* may choose not to be paid for unused vacation and furlough leave credits, provided that the appointing organization will accept such credits.

**ARTICLE 22**

**INJURY-ON-DUTY LEAVE WITH PAY**

\*\*

**22.01** An employee shall be granted injury-on-duty leave with pay for such period as may be reasonably determined by the Employer when a claim has been

made pursuant to the *Government employees Compensation Act* and a Worker's Compensation authority has notified the Employer that it has certified that employee is unable to work because of:

- (a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's wilful misconduct,

or

- (b) an industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Receiver General of Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

## **\*\*ARTICLE 25**

### **LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY**

**25.01** Both parties recognize the importance of access to leave for the purpose of care for the immediate family.

**25.02** For the purpose of this article, family is defined as spouse (or common-law spouse resident with the employee), children (including foster children or children of legal or common-law spouse) parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.

**25.03** Subject to paragraph 25.02, an employee shall be granted leave without pay for the Care of Family in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (b) leave granted under this Article shall be for a minimum period of three (3) weeks;

- (c) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery;
- (e) time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

**25.04** An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

### **Transitional provisions**

#### **25.05**

These transitional provisions are applicable to employees who have been granted and have proceeded on leave on or after the date of signature of this agreement.

An employee who, on the date of signature of this agreement, is on Leave Without Pay for the Care and Nurturing of Pre-School Age Children (Article 25) or on Leave Without Pay for the Long-Term Care of a Parent and Other Family-Related Needs (Article 27) under the terms of the agreement expired on July 1, 2001, continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.

An employee who becomes a member of the bargaining unit on or after the date of signature of this agreement and who is on Leave Without Pay for the Care and Nurturing of Pre-School Age Children or on Leave Without Pay for the Long-Term Care of a Parent and Other Family-related needs or under the terms of another agreement, continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.

All leave granted under Leave Without Pay for the Long-Term Care of a Parent and Other Family-related Needs or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of previous Foreign Service collective agreements or other agreements will not count towards the calculation of the maximum amount of time allowed for Care of Immediate Family during an employee's total period of employment in the Public Service.

**ARTICLE 26**  
**LEAVE WITH PAY FOR**  
**FAMILY-RELATED RESPONSIBILITIES**

\*\*

**26.01** For the purpose of this Article, family is defined as spouse (or common-law partner resident with the employee), children (including children of legal or common-law partner), foster children, parents (including stepparents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.

**26.03**

\*\*

(a) up to one (1) day to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;

\*\*

(d) two (2) days' leave with pay for needs directly related to the birth or to the adoption of his child, which may be divided into two (2) periods and granted on separate days.

**\*\*ARTICLE 27**  
**LEAVE WITHOUT PAY FOR PERSONAL NEEDS**

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

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) subject to operational requirements, leave without pay for 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 paragraphs (a) and (b) during the employee's total period of employment in the Public Service. Leave without pay granted under this

clause may not be used in combination with maternity or parental leave without the consent of the Employer;

- (d) time spent on such leave in excess of three (3) months shall not be counted for pay increment purposes.

### **ARTICLE 30**

#### **BEREAVEMENT LEAVE WITH PAY**

\*\*

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

\*\*

- (a) When a member of his immediate family dies, an employee shall be entitled to a bereavement period of five (5) consecutive calendar days which must include the day of the funeral. During such period he shall be paid for those days which are not regularly scheduled days of rest for him. In addition, he may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

\*\*

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

\*\*

**30.03** If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave with pay under clauses 30.01 or 30.02, he shall be granted bereavement leave with pay and his compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

**\*\*ARTICLE 37**  
**VOLUNTEER LEAVE**

**37.01** Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, one (1) day of leave with pay to work as a volunteer for a charitable or community organisation or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

**ARTICLE 38**  
**LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

\*\*

**38.02 Personal Leave**

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, one (1) day of leave with pay for reasons of a personal nature.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request.

**ARTICLE 39**  
**FOREIGN SERVICE DIRECTIVES AND**  
**NATIONAL JOINT COUNCIL AGREEMENTS**

\*\*

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

\*\*

**39.05**

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

Bilingualism Bonus Directive;

Commuting Assistance Directive;

Foreign Service Directives;

Public Service Health Care Plan.

**Health/Safety**

Boiler and Pressure Vessels Directive;

Committees and Representatives Directive;

Dangerous Substances Directive;

Electrical Directive;

Elevated Work Structures Directive;

Elevating Devices Directive;

First-Aid Allowance Directive;

First-Aid Safety and Health Directive;

Hazardous Confined Spaces Directive;

Material Handling Directive;

Motor Vehicle Operations Directive;

Noise Control and Hearing Conservation Directive;

Personal Protective Equipment and Clothing Directive;

Pesticides Directive;

Refusal to Work Directive;

Sanitation Directive;

Tools and Machinery Directive;

Use and Occupancy of Buildings Directive;

Isolated Posts Directive;

Living Accommodation Charges Directive;

Relocation Directive;

Travel Directive;

Uniforms Directive.

- (b) During the term of this Agreement, other directives may be added to the above noted list.

\*\*

**39.06** Grievances in regard to the above directives shall be filed in accordance with clause 8.01 of the Article on grievance procedure in this Agreement.

### **\*\*ARTICLE 43**

#### **REGISTRATION FEES**

**43.01** The Employer shall reimburse an employee for his payment of membership or other fees to a professional organization or organizations when the payment of such fees is necessary to maintain a professional qualification required by the Employer for the performance of any duties and/or responsibilities assigned.

### **\*\*ARTICLE 44**

#### **JOB SECURITY**

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



**\*\*ARTICLE 45  
LABOUR DISPUTES**

**45.01** If employees are prevented from performing their duties because of a strike or lock-out on the premises of another employer, the employees shall report the matter to the Employer, and the Employer will make reasonable efforts to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.

**ARTICLE 46  
PAY ADMINISTRATION**

**46.04 In-range Pay Increases**

\*\*

(a) Effective August 1 of each year, commencing August 1, 2001, a full-time employee at the FS-2 level shall receive an in-range pay increment, unless his or her performance is less than fully satisfactory.

**46.06 In-Range Relativity Increase for FS-1 employees**

\*\*

**Effective January 1, 2002, this clause is deleted from the agreement.**

Notwithstanding paragraph 46.04(b)(ii), commencing on December 31, 1998, the pay of an employee at the FS-1 level shall be at least equal to the following rates of pay which are based on completed years of experience at that level as of December 31, 1998:

<b>Completed Years of Experience as of</b>	<b>Dec. 31, 1998</b>	<b>Dec. 31, 1998</b>	<b>Dec. 31, 1999</b>	<b>Dec. 31, 2000</b>	<b>Dec. 31, 2001</b>
<b>1</b>		\$37,794	\$44,671	\$48,986	\$51,507
<b>2</b>		\$39,387	\$46,554	\$51,051	\$51,507
<b>3</b>		\$40,980	\$48,437	\$51,051	\$51,507
<b>4 or more</b>		\$42,572	\$48,437	\$51,051	\$51,507

\*\*

**46.07 Acting Pay**

An employee who is required by the Employer to substantially perform and performs the duties of a position which is classified at a higher classification level on an acting basis for a period in excess of four (4) consecutive working days shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period he acts.

When an acting assignment is in an Executive (EX) position, the employee is excluded from the application of Article 12 (Overtime) for the period where the employee is subject to the Performance Management Program for Executives. For greater certainty, an employee receiving payments provided under Article 12 (Overtime), shall not be subject to the Performance Management Program for Executives for the same time period.

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

**ARTICLE 48**

**TERM OF AGREEMENT**

\*\*

**48.01** The duration of this Agreement shall be from the date it is signed to June 30, 2003.

SIGNED AT OTTAWA, this 13<sup>th</sup> day of the month of August 2002.

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

**FOREIGN SERVICE GROUP**

**PAY RANGES**

(in dollars)

- (X) Pay Adjustment Effective July 1, 2001
- (A) Effective July 1, 2001
- (Y) Pay Restructure Effective January 1, 2002
- (B) Effective July 1, 2002

**Developmental Pay Structure**

From:	\$	39840	44157	50325	52291
To:	X	41782	44851	50592	52666
	A	42952	46107	52009	54141
	B	44026	47260	53309	55495

Level	Minimum of Range (Annual)	Maximum of Range (Annual)
<b>FS - 1</b>		
From:	\$ 37857	51507
To:	X 38727	52666
	A 39811	54141
	Y	54141
	B	55495

**FS - 2**

From:	\$	50475				
To:	X	57160	59675	62301	65042	67904
	A	58760	61346	64045	66863	69805
	B	60229	62880	65646	68535	71550
	\$				75423	
	X	70892	74011	77268	80668	
	A	72877	76083	79432	82927	
	B	74699	77985	81418	85000	

**PAY NOTES**

**1. FS-1 Employees**

Employees who are subject to paragraph 46.06, who are at \$51,507 on December 31, 2001 will move to \$54,141 on January 1, 2002.

**2. Pay Restructure – FS-2 Level**

Employees who have been at the maximum rate of pay for their level for more than twelve (12) months on August 1, 2001, will move to the new maximum rate of pay effective August 1, 2001.

**3. Pay Adjustment – FS-2 Level**

Effective July 1, 2001, an FS-2 employee shall be paid in (X) range of rates at the rate that is nearest to but not less than 4.4% higher than the employee's rate of pay on June 30, 2001.

**TABLE OF CONTENTS**

<b><u>Article</u></b>	<b><u>Subject</u></b>	<b><u>Page</u></b>
<b>PART I - GENERAL .....</b>		<b>1</b>
1	PREAMBLE.....	2
**2	INTERPRETATION AND DEFINITIONS.....	2
<b>PART II - STAFF RELATIONS MATTERS .....</b>		<b>5</b>
3	CHECK-OFF .....	6
**4	PROVISION OF COMMUNICATION FACILITIES .....	7
5	INFORMATION .....	8
6	JOINT CONSULTATION.....	9
**7	SUSPENSION AND DISCIPLINE .....	9
8	GRIEVANCE PROCEDURE .....	10
9	OUTSIDE EMPLOYER.....	14
<b>PART III - WORKING CONDITIONS.....</b>		<b>15</b>
**10	HOURS OF WORK .....	16
**11	VARIABLE HOURS OF WORK.....	18
**12	OVERTIME.....	19
**13	CALL-BACK PAY .....	23
**14	STANDBY .....	24
**15	DESIGNATED PAID HOLIDAYS.....	26

**16	TRAVELLING TIME .....	29
**17	PART-TIME EMPLOYEES .....	30
**18	SEVERANCE PAY .....	33
<b>PART IV - LEAVE .....</b>		<b>36</b>
**19	LEAVE GENERAL.....	37
**20	VACATION LEAVE .....	38
21	SICK LEAVE WITH PAY .....	42
**22	INJURY-ON-DUTY LEAVE WITH PAY .....	43
23	MATERNITY LEAVE WITHOUT PAY .....	44
24	PARENTAL LEAVE WITHOUT PAY .....	49
**25	LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY .....	55
**26	LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES .....	56
**27	LEAVE WITHOUT PAY FOR PERSONAL NEEDS.....	57
28	MARRIAGE LEAVE.....	58
29	LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE .....	58
**30	BEREAVEMENT LEAVE WITH PAY .....	58
31	COURT LEAVE WITH PAY .....	59
32	PERSONNEL SELECTION LEAVE WITH PAY .....	60
33	EDUCATIONAL LEAVE .....	60

34	ATTENDANCE AT CONFERENCES AND CONVENTIONS .....	61
35	PROFESSIONAL DEVELOPMENT .....	62
36	EXAMINATION LEAVE .....	63
**37	VOLUNTEER LEAVE .....	63
**38	LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS .....	63
<b>PART V – OTHER TERMS AND CONDITIONS OF EMPLOYMENT .....</b>		<b>65</b>
**39	FOREIGN SERVICE DIRECTIVES AND NATIONAL JOINT COUNCIL AGREEMENTS .....	66
40	NO DISCRIMINATION .....	68
41	SEXUAL HARASSMENT .....	69
42	EMPLOYEE PERFORMANCE REVIEWS .....	69
**43	REGISTRATION FEES .....	70
**44	JOB SECURITY .....	70
**45	LABOUR DISPUTES .....	70
<b>PART VI - PAY AND DURATION .....</b>		<b>71</b>
**46	PAY ADMINISTRATION .....	72
47	AGREEMENT RE-OPENER .....	75
**48	TERM OF AGREEMENT .....	75
49	RELIGIOUS OBSERVANCE .....	75

50	MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES .....	76
51	MATERNITY RELATED REASSIGNMENT OR LEAVE.....	76
	<b>**APPENDIX "A" .....</b>	<b>79</b>
	FOREIGN SERVICE GROUP, PAY RANGES (in dollars).....	79

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



**PART I - GENERAL**

**ARTICLE 1**  
**PREAMBLE**

**1.01** The parties to this Agreement share a desire to improve the quality of the career foreign service within the Public Service of Canada, to maintain and enhance the professional standards of Foreign Service officers to the end that the people and Government of Canada will be well and effectively served in the furtherance of Canada's national interests in Canada and abroad. Accordingly, they are determined to establish within the framework provided by law an effective working relationship.

**1.02** The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Association and the career foreign service employees it represents, and to set forth certain terms and conditions of employment relating to remuneration, employee benefits and general working conditions affecting employees covered by this Agreement.

**1.03** The Employer will retain all the functions, rights, powers and authority not specifically abridged or modified by this Agreement.

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

**ARTICLE 2**  
**INTERPRETATION AND DEFINITIONS**

**2.01** For the purpose of this Agreement:

**“Association”** means the Professional Association of Foreign Service Officers (Association),

**“bargaining agent”** means the Professional Association of Foreign Service Officers (agent négociateur),

**“bargaining unit”** means the employees of the Employer in the Foreign Service Group as described in the certificate issued by the Public Service Staff Relations Board on March 11, 1968 as amended on May 10, 1999 (unité de négociation),

\*\*

**“common-law partner”** a “common-law partner” relationship exists when, for a continuous period of at least one (1) year, an employee has lived with a person and continues to live with the person as if that person were his or her spouse (conjoint de fait),

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

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

**“double time”** means twice (2) 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),

**“hourly rate of pay”** means an employee’s daily rate of pay divided by seven and one-half (7 1/2) (taux de rémunération horaire),

**“overtime”** (heures supplémentaires) means:

- (a) in the case of a full-time employee, authorized work performed in excess of his scheduled hours of work,  
  
or
- (b) in the case of a part-time employee, authorized work performed in excess of seven and one-half (7 1/2) hours per day or thirty-seven and one-half (37 1/2) hours per week but does not include time worked on a holiday,  
  
or
- (c) for any employee whose normal scheduled hours of work are in excess of seven and one-half (7 1/2) hours per day, authorized work performed in excess of those normal scheduled daily hours or an average of thirty-seven and one-half (37 1/2) hours per week,

**“part-time employee”** means an employee whose normal scheduled hours of work on average are less than thirty-seven and one-half (37 1/2) hours per week, but not less than those prescribed in the *Public Service Staff Relations Act* (fonctionnaire à temps partiel),

\*\*

**“spouse”** will, when required, be interpreted to include “common-law partner” except, for the purposes of the Foreign Service Directives, in which case the definition of “spouse” will remain as specified in Directive 2 of the Foreign Service Directives (époux),

**“time and one-half”** means one and one-half (1 1/2) times the straight-time (tarif et demi),

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

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

- (a) if defined in the *Public Service Staff Relations Act*, have the same meaning as given to them in the *Public Service Staff Relations Act*,
  - (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*,
- and
- (c) if defined in the *Public Service Terms and Conditions of Employment Regulations* but not defined in either the *Public Service Staff Relations Act* or the *Interpretation Act*, have the same meaning as given to them in the *Public Service Terms and Conditions of Employment Regulations* as they are amended from time to time.

**2.03** The parties to this Agreement share a desire to eliminate sexual stereotyping from all government communications and, to this end, have agreed to give equal importance to both sexes in alternating the use of the feminine and masculine genders in the wording of this Agreement. Therefore, unless otherwise indicated by the context, what is formulated in the feminine gender includes the masculine and vice versa.

**2.04** The English and French texts of this Agreement are equally authentic.

**PART II - STAFF RELATIONS MATTERS**

**ARTICLE 3**  
**CHECK-OFF**

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

**3.02** The Association shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 3.01. The Association shall give at least three (3) months' advance notice to the Employer of any amendment to the amount of the authorized monthly deduction.

**3.03**

- (a) For new employees to the bargaining unit, the provisions of clause 3.01 will commence the first (1<sup>st</sup>) full month of employment to the extent that earnings are available.
- (b) Where any employee does not have sufficient earnings in respect of any month to permit deductions, the Employer shall not be obligated to make such deductions from subsequent salary.

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

**3.05** The amounts deducted in accordance with clause 3.01 shall be remitted to the Association by cheque within a reasonable period of time after deductions are made and shall be accompanied by the name and pay number of each employee and the amount of the deductions made on the employee's behalf.

**3.06** The Employer shall provide a monthly revocable check-off of premiums payable on insurance plans, provided by the Association for its members in the bargaining unit, on the basis of presentation of appropriate documentation, provided that the amounts so deducted are combined with membership dues in a single monthly deduction. The Employer will not be required to inform an employee when her insurance plan coverage is affected because of lack of

sufficient earnings to cover deductions or because of her transfer out of or into the bargaining unit.

**3.07** The Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer.

## **ARTICLE 4**

### **PROVISION OF COMMUNICATION FACILITIES**

**4.01** The communication facilities of the Employer are for the delivery of government programs. Nevertheless, in the situations circumscribed by clauses 4.03 and 4.04 and subject to operational requirements, the Employer agrees to cooperate in providing certain facilities for communications between the Association and the employees on foreign assignment.

**4.02** The Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

#### **4.03 Foreign Affairs Mail Distribution Service**

Notwithstanding any restrictions on use of government mail facilities, the departmental internal mail facilities may be used for communications between the Association and the employees on foreign assignment, in conformity with applicable Employer policies as amended from time to time.

#### **4.04 Departmental Electronic Mail Systems**

The use of departmental electronic mail systems will require prior approval of the appropriate departmental authorised representative, and will only be permitted for communications between the Association and the employees on foreign assignment, in the following circumstances:

- (a) Communications between the Association and all of the employees on foreign assignment will be permitted in cases where:
  - (i) as a result of the impending introduction of new Employer policies affecting the welfare of the employees as a whole, the Association needs to consult with the employees on an urgent basis,

or

- (ii) by mutual agreement, it is in the interest of both the Association and the Employer, to communicate urgent messages to all employees on foreign assignment.
- (b) Communications between the Association and individual employees on foreign assignment will be permitted only where commercial telecommunication facilities are not readily available to either the Association or the employee, and provided that the following situations exist:
- (i) statutory or contractual deadlines are involved which cannot be extended by mutual agreement between the Employer and the employee or the Association;
  - (ii) the employee could lose the insurance plan coverage provided through the Association.

\*\*

#### **4.05 Bulletin Boards**

Reasonable space on bulletin boards, in convenient locations, including electronic bulletin boards where available, will be made available to the Association for the posting of official Association notices. The Association shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Association, including the names of Association representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

### **ARTICLE 5 INFORMATION**

**5.01** The Employer agrees to supply the Association each month with the name, geographic location and classification level of each employee who enters or leaves the bargaining unit.

**5.02** The Employer agrees to provide each employee with a copy of this Agreement.



**ARTICLE 6**  
**JOINT CONSULTATION**

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

**6.02** The subjects for joint consultation shall include career development.

**6.03** Without limiting the manner in which the parties agree to consult, the Department of Foreign Affairs and International Trade and the Department of Citizenship and Immigration undertake to maintain a consultation process with the Association in accordance with terms of reference which are mutually agreed upon.

**ARTICLE 7**  
**SUSPENSION AND DISCIPLINE**

\*\*

**7.01** An employee who is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning her or to render a disciplinary decision concerning her, shall:

(a) where practicable, receive in writing a minimum of one day's notice of such a meeting, as well as its purpose,

and

(b) at her request, have a representative of the Association attend the meeting, when the representative is readily available.

**7.02** When an employee is suspended from duty, or terminated in accordance with paragraph 11(2)(f) of the *Financial Administration Act*, the Employer undertakes to notify her in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.

**7.03** The Employer shall notify the Executive Director of the Association that such suspension and, at the written agreement of the employee, that such termination has occurred.

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

**7.05** Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

**8.01** In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement and which the parties to this Agreement have endorsed, the grievance procedure will be in accordance with Part 14 of the NJC By-Laws.

**8.02** 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 any action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 8.05 except that:

- (a) where there is another administrative procedure provided by or under any Act of Parliament to deal with his specific complaint, such procedure must be followed,  
  
and
- (b) where the grievance relates to the interpretation or application of this Agreement or an Arbitral Award, he is not entitled to present the grievance unless he has the approval of and is represented by the Association.

**8.03** Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following levels:

- (a) level 1 - that level of management authorized to respond to grievances at Level 1;

- (b) levels 2 and 3 - intermediate level(s) where such level or levels are established in departments or agencies;
- (c) final level - Deputy Head or his authorized representative.

**8.04** The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Association.

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

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

**8.06** Where 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 date it is delivered to the appropriate office of the department or agency concerned. Similarly the Employer shall be deemed to have delivered a reply at any level 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 level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

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

**8.08** An employee may be assisted and/or represented by the Association when presenting a grievance at any level.

- 8.09** The Association shall have the right to consult with the Employer with respect to a grievance at each level of the grievance procedure. Where consultation is with the deputy head, the deputy head shall render the decision.
- 8.10** An employee may present a grievance to the First Level of the procedure in the manner prescribed in clause 8.05, not later than the twenty-fifth (25<sup>th</sup>) day after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to grievance.
- 8.11** The Employer shall normally reply to an employee's grievance, at any level in the grievance procedure, except the final level, within ten (10) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the employee, he may submit a grievance at the next higher level in the grievance procedure within ten (10) days after that decision or settlement has been conveyed to him in writing.
- 8.12** If the Employer does not reply within fifteen (15) days from the date that a grievance is presented at any level, except the final level, the employee may, within the next ten (10) days, submit the grievance at the next higher level of the grievance procedure.
- 8.13** The Employer shall normally reply to an employee's grievance at the final level of the grievance procedure within thirty (30) days after the grievance is presented at that level.
- 8.14** Where an employee has been represented by the Association in the presentation of his grievance, the Employer will provide the appropriate representative of the Association with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 8.15** The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee unless the grievance is a class of grievance that may be referred to adjudication.
- 8.16** In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.
- 8.17** The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Association representative.

**8.18** Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels, except the final level, may be eliminated by agreement of the Employer and the employee, and, where applicable, the Association.

**8.19** Where the Employer demotes or terminates an employee for cause pursuant to paragraph 11(2)(f) or (g) of the *Financial Administration Act*, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be presented at the final level only.

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

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

**8.22** No person who is employed in a managerial or confidential capacity 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 Agreement.

**8.23** Where an employee has presented a grievance up to and including the Final Level in the grievance procedure with respect to:

- (a) the interpretation or application in respect of the employee of a provision of this Agreement or a related arbitral award,  
or
- (b) disciplinary action resulting in suspension or a financial penalty,  
or
- (c) termination of employment or demotion pursuant to paragraph 11(2)(f) or (g) of the *Financial Administration Act*,

and 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*.

**8.24** 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, he is not entitled to refer the grievance to adjudication unless the Association signifies in the prescribed manner:

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

## **ARTICLE 9 OUTSIDE EMPLOYER**

**9.01** Where, at the request of the Employer, an employee performs duties outside the Public Service the performance of which is not under the direction or control of the Employer the provisions of this Agreement, except for Article 18 (Severance Pay), do not apply to her. Where the employment of such employee is terminated, her severance pay entitlement under Article 18 shall be reduced by the amount of any severance pay she receives from any Employer outside the Public Service under whose direction and control she was performing her duties.

**PART III - WORKING CONDITIONS**

**ARTICLE 10**  
**HOURS OF WORK**

**10.01 Normal Work Week**

- (a) The normal work week shall be thirty-seven and one-half (37 1/2) hours from Monday to Friday inclusive, and the normal work day shall be seven and one-half (7 1/2) hours, exclusive of a lunch period, between the hours of 7:00 a.m. and 6:00 p.m..
- (b) An employee normally shall be granted two (2) consecutive days of rest during each seven (7) day period.
- (c) Subject to operational requirements as determined from time to time by the Employer, an employee shall have the right to select and request flexible hours between 7:00 a.m. and 6:00 p.m. and such request shall not be unreasonably denied.

**10.02 Compressed Work Week**

- (a) Notwithstanding the provisions of clause 10.01, upon request of an employee and the concurrence of the Employer, an employee may complete his weekly hours of employment in a period other than five (5) full days, provided that over a period of twenty-eight (28) calendar days, he works an average of thirty-seven and one-half (37 1/2) hours per week.
- (b) In every twenty-eight (28) day period, such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for him.
- (c) The implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.
- (d) As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer.



**10.03 Special Hours of Work**

- (a) When hours of work other than those provided in clause 10.01 are in existence when this Agreement is signed, the Employer, on request, will advise the Association of such hours of work.
- (b) Where hours of work which were in existence when this Agreement was signed are to be changed so that they are different from those specified in clause 10.01, the Employer, except in cases of emergency, will consult in advance with the Association on such hours of work and, in such consultation, will establish that they are required to meet the needs of the public and/or the efficient operation of the Foreign Service.
- (c) If, as a result of the application of paragraph (b), an employee's hours of work are changed to extend before or beyond the stipulated hours of 7:00 a.m. and 6:00 p.m., as provided in clause 10.01, and the employee has not received at least five (5) days notice in advance of such change, he shall be paid for the first (1<sup>st</sup>) day worked subsequent to such change at time and one-half (1 1/2). Subsequent days worked on the revised hours shall be paid for at straight time, subject to the overtime provisions of this Agreement. The above notice requirement does not apply when the change in hours of work results from a posting abroad or an assignment in Canada, pursuant to a rotational pattern, or from temporary duty abroad or in Canada, if posted abroad.
- (d) employees whose work schedules vary from seven and one-half (7 1/2) hours per day and/or vary from five (5) days per week shall be subject to the Variable Hours of Work provisions established in Article 11 of this Agreement.

\*\*

**(e) Special Hours of Work Premium**

Effective July 1, 2002, an employee working on workdays will receive a premium of two dollars (\$2.00) per hour for all hours worked between 4:00 p.m. and 8:00 a.m., including overtime hours. This premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

\*\*

(f) **Weekend Premium**

Effective July 1, 2002, employees shall receive an additional premium of two dollars (\$2.00) per hour for all regularly scheduled hours worked at the straight-time hourly rate on Saturday and/or Sunday. Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.

**ARTICLE 11**

**VARIABLE HOURS OF WORK**

**11.01** Employer and the Association agree that the following conditions shall apply to employees for whom variable hours of work schedules are approved pursuant to clauses 10.02 and 10.03. This Agreement is modified by these provisions to the extent specified herein.

**11.02** It is agreed that the implementation of any such variation in hours shall not result in any additional expenditure or cost by reason only of such variation.

**11.03 General Terms**

(a) The scheduled hours of work of any day as set forth in a work schedule, may exceed or be less than the normal workday hours specified by this Agreement; starting and finishing times shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.

(b) Such schedules shall provide an average of thirty-seven and one-half (37 1/2) hours and an average of five (5) working days per week over the life of the schedule.

(c) Such schedules shall provide an average of two (2) days of rest per week over the life of the schedule. A minimum of two (2) consecutive calendar days of rest must be provided at any one time, except when days of rest are separated by a designated paid holiday which is not worked.

\*\*

(d) The maximum life of a schedule established under clause 10.03 shall be six (6) months, except at missions abroad when the normal weekly and

daily hours of work are varied by the Employer to allow for summer and winter hours, in which case the life of a schedule shall be one (1) year.

**11.04 Specific Application of this Agreement**

For greater certainty, the following provisions of this Agreement shall be administered as provided herein:

**Interpretation and Definitions**

“Daily rate of pay” - shall not apply.

**Travel**

Overtime compensation referred to in clause 16.04 of this Agreement shall only be applicable on a normal day for hours in excess of the employee’s daily scheduled hours of work.

**Designated Paid Holidays**

- (a) A designated paid holiday shall account for the normal daily hours specified by this Agreement.

\*\*

- (b) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the normal daily hours’ pay specified by this Agreement, time and one-half (1 1/2) for each completed period of fifteen (15) minutes worked by her.

**Acting Pay**

The qualifying period for acting pay as specified in clause 46.08 shall be converted to hours.

**ARTICLE 12**

**OVERTIME**

\*\*

**12.01 Exclusion**

The provisions of this Article do not apply where an employee attends social engagements unless the employee has received prior authorization and is required to attend by the Employer.

**12.02 General**

\*\*

- (a) Subject to clause 12.01, an employee is entitled to overtime compensation for each completed period of fifteen (15) minutes of overtime worked by him:
  - (i) when the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions,  
  
and
  - (ii) when the employee does not control the duration of the overtime work.
- (b) Employees shall record starting time and finishing times of overtime work in a form determined by the Employer.

\*\*

**12.03 Overtime Compensation on A Scheduled Work Day**

Subject to clause 12.02, an employee who is required by the Employer to work overtime on a scheduled work day shall be granted compensation at time and one-half (1 1/2) for each completed period of fifteen (15) minutes of overtime worked.

\*\*

**12.04 Overtime Compensation on A Day Of Rest**

- (a) Subject to clause 12.02, an employee who is required by the Employer to report for duty and works on his days of rest shall be compensated for each completed period of fifteen (15) minutes of overtime worked by him on his days of rest;
- (b) on the employee's first day of rest, at the rate of time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours of overtime worked and at the double (2) time rate for each contiguous hour thereafter;
- (c) on the employee's second or subsequent day of rest:
  - (i) at the basis of double (2) time for each hour of overtime worked. Second or subsequent day of rest means the second or subsequent

day in an unbroken series of consecutive and contiguous calendar days of rest;

- (ii) notwithstanding paragraph (b) and sub-paragraph (c)(i) above, if, in an unbroken series of consecutive and contiguous calendar days of rest, the Employer permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time and one-half (1 1/2) for the first (1<sup>st</sup>) day worked.

\*\*

#### **12.05 Reporting Pay**

Subject to clause 12.02, an employee who is required by the Employer to report for duty and reports on a day of rest shall be paid the greater of:

- (a) compensation for each completed period of fifteen (15) minutes worked at the applicable overtime rate of pay;

or

- (b) compensation for a minimum period of three (3) hours at the applicable overtime rate of pay, except that this minimum shall apply only the first time that he reports for work during a period of eight (8) hours starting with his first reporting.

**12.06** The Employer shall endeavour to pay cash overtime compensation by the eight (8<sup>th</sup>) week after which it is claimed.

#### **12.07 Compensatory Leave**

- (a) Compensation earned under this Article and the Designated Holiday Article shall be compensated in cash or, upon mutual agreement between the employee and the Employer, in equivalent leave with pay.
- (b) The Employer reserves the right to direct an employee to take leave accumulated under this Article but in so doing shall endeavour to grant such leave at times he may request.

\*\*

- (c) Compensatory leave earned in a fiscal year and outstanding on September 30 of the next following fiscal year shall be paid at the employee's daily rate of pay on September 30.

**12.08 Transportation Expenses**

- (a) When an employee is required to report for work and reports under the conditions described in clause 12.05, and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:
- (i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his automobile when the employee travels by means of his own automobile,
  - or
  - (ii) out-of-pocket expenses for other means of commercial transportation.
- (b) Except when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

**12.09 Overtime Meal Allowance**

\*\*

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed for one meal in the amount of ten dollars (\$10), except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to his place of work.

\*\*

- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, he shall be reimbursed for one additional meal in the amount of ten dollars (\$10), except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.
- (c) Paragraphs 12.09(a) and (b) shall not apply to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals.

**ARTICLE 13**  
**CALL-BACK PAY**

\*\*

**13.01 Exclusion**

An employee who receives a call to duty or responds to a telephone or data line call at any time outside of his or her scheduled hours of work, may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

- (a) compensation at the applicable overtime rate for any time worked,  
  
or
- (b) compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first (1<sup>st</sup>) time an employee performs work during an eight (8) hour period, starting when the employee first commences the work.

**13.02**

- (a) If an employee is called back to work:
  - (i) on a designated paid holiday which is not her scheduled day of work,  
  
or
  - (ii) on her day of rest,  
  
or
  - (iii) after she has completed her work for the day and has left her place of work,

and returns to work, she shall be paid the greater of:

- (iv) compensation equivalent to three (3) hours pay at the applicable overtime rate of pay except that this compensation shall apply only the first (1<sup>st</sup>) time that she reports for work during a period

of eight hours, starting with her first (1<sup>st</sup>) reporting; this compensation shall include any reporting pay pursuant to the Reporting Pay provisions of this Agreement,

or

\*\*

- (v) compensation at the applicable rate of overtime compensation for each completed period of fifteen (15) minutes worked,

provided that the period worked by her is not contiguous to her normal hours of work.

- (b) The minimum payment referred to in subparagraph (a)(iv) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 17.07.

**13.03** Except when required by the Employer to use a vehicle of the Employer for transportation to work location other than an employee's normal place of work, time spent by the employee reporting to work or returning to her residence shall not constitute time worked.

## **ARTICLE 14**

### **STANDBY**

\*\*

#### **14.01 Exclusion**

An employee who is on standby and receives a call to duty or is required to respond to telephone calls or data line calls, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees, and receive compensation for time worked in accordance with subparagraph 14.05(b). In such instances, the employee shall not be entitled to compensation under subparagraph 14.05(a)(ii).

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



**14.03** An employee designated for standby duty shall be available during his period of standby at a known telecommunications link number and be able, as specified by the Employer:

(a) to return for duty to a workplace designated by the Employer within a period of time specified by the Employer, if called;

or

(b) to respond to telephone calls or data line calls received from Employer authorized sources.

**14.04** No standby payment shall be granted if an employee is unable to report for duty in accordance with paragraph 14.03(a) when required, or is not available to respond in accordance with paragraph 14.03(b).

**14.05**

(a) An employee on standby who is required to return for duty to a workplace designated by the Employer and so returns and reports for work, shall be paid, in addition to the standby pay, the greater of:

\*\*

(i) the applicable overtime rate for each completed period of fifteen (15) minutes worked,

or

(ii) the minimum of three (3) hours' pay at the applicable overtime rate, except that this minimum shall apply only the first (1<sup>st</sup>) time he reports for work during a period of standby of eight (8) hours, starting with his first (1<sup>st</sup>) reporting. This compensation does not apply to part-time employees, who receive a minimum payment in accordance with clause 17.08.

\*\*

(b) An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

- (i) compensation at the applicable overtime rate for any time worked,

or

- (ii) compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first (1<sup>st</sup>) time an employee performs work during an eight (8) hour period, starting when the employee first (1<sup>st</sup>) commences the work.

**14.06** Except when required by the Employer to use a vehicle of the Employer for transportation to a work location other than an employee's normal place of work, time spent by the employee reporting to work or returning to his residence shall not constitute time worked

## **ARTICLE 15**

### **DESIGNATED PAID HOLIDAYS**

\*\*

#### **15.01 Exclusion**

Clauses 15.05 and 15.06 do not apply where an employee attends social engagements unless the employee has received prior authorization and is required to attend by the Employer.

**15.02** Subject to clause 15.03, the following days shall be designated paid holidays for employees:

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

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

**15.03** Clause 15.02 does not apply to an employee who is absent without pay on both her normal working day immediately preceding and her normal working day immediately following the designated paid holiday.

**15.04 Designated Paid Holiday Falling on a Day of Rest**

When a day designated as a paid holiday under clause 15.02 coincides with an employees' day of rest, the holiday shall be moved to her first normal working day following her day of rest.

**15.05** When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 15.04:

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

\*\*

**15.06 Compensation for work on a Designated Paid Holiday**

- (a) An employee who is required by the Employer to report for duty and works on a designated paid holiday shall receive, in addition to the pay that she would have received had she not worked on the holiday, compensation for each completed period of fifteen (15) minutes worked by her on the holiday at time and one-half (1 1/2).
- (b) When an employee works on a designated paid holiday which is not her scheduled day of work, immediately following a day of rest on which she also worked and received overtime in accordance with paragraph 12.04(b), she shall receive in addition to the pay that she would have been granted had she not worked on the holiday, compensation for each completed period of fifteen (15) minutes worked at double time (2).

**15.07 Reporting Pay**

When an employee is required to report for work and reports on a designated paid holiday, she shall be paid the greater of:

- (a) compensation in accordance with the provisions of clause 15.06,
- or
- (b) compensation for a minimum period of three (3) hours at the applicable overtime rate of pay, except that this minimum shall apply only the first (1<sup>st</sup>) time that she reports for work during a period of eight (8) hours starting with her first (1<sup>st</sup>) reporting.

**15.08** Work performed on a designated paid holiday may be compensated in the equivalent leave with pay in accordance with clause 12.07.

**15.09 Designated Paid Holiday Coinciding with a Day of Paid Leave**

Where a day that is a designated paid holiday for an employee coincides with a day of leave with pay or is moved as a result of the application of 15.04, the holiday shall not count as a day of leave.

**ARTICLE 16**  
**TRAVELLING TIME**

\*\*

**16.01** Subject to clause 34.05, no travel compensation will be paid for travel in connection with postings, courses, training sessions, professional conferences and seminars unless, in the case of courses, training sessions, professional conferences or seminars, the employee is required to attend by the Employer.

**16.02** Where an employee is required by the Employer to travel outside of his headquarters area and on government business, as these expressions are normally defined by the Employer, and such travel is approved and the means of travel determined by the Employer, he is entitled to be paid only in accordance with clause 16.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than three (3) hours.

**16.03** For purposes of clause 16.04, the travel time to be paid is as follows:

- (a) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at destination, except that for travel by aircraft the normal travel time by taxi to and from the airports will also be considered as travel time;
- (b) for travel by privately-owned automobile, the normal time as determined by the Employer to drive from the employee's place of residence or workplace directly to his destination and, upon his return, direct back to his residence or work place;
- (c) in the event that an alternate time of departure, itinerary and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

**16.04** Subject to clause 16.01, if an employee is required to travel as set forth in clauses 16.02 and 16.03:

- (a) on a normal working day on which the employee travels but does not work, he shall receive his regular pay for the day,

- (b) on a normal working day on which the employee travels and works, he shall be paid:
  - (i) his regular pay for the day for a combined period of travel and work not exceeding his regular scheduled working hours,  
  
and
  - \*\*
  - (ii) at the applicable overtime rate for each completed period of fifteen (15) minutes travelled in excess of his regularly scheduled hours of work and travel, to a maximum payment of twelve (12) hours pay at the straight-time hourly rate of pay,  
  
\*\*
- (c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for each completed period of fifteen (15) minutes travelled to a maximum of twelve (12) hours' pay at the straight-time hourly rate of pay.

## **ARTICLE 17**

### **PART-TIME EMPLOYEES**

- 17.01** Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal scheduled weekly hours of work compare with the normal weekly hours of work of full-time employees unless otherwise specified in this Agreement.
- 17.02** Part-time employees shall be paid at the hourly rate of pay for all work performed up to thirty-seven and one-half (37 1/2) hours per week.
- 17.03** The days of rest provisions of this agreement apply only in a week when a part-time employee has worked five (5) days and thirty-seven and one-half (37 1/2) hours.
- 17.04** Leave will only be provided during those periods in which employees are scheduled to perform their duties.

\*\*

**17.05 Designated Holidays**

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

\*\*

**17.06** Notwithstanding clause 17.02, 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 Article 15 she shall be paid at time and one-half (1 1/2) for each completed period of fifteen (15) minutes worked.

**17.07 Call-Back**

When a part-time employee meets the requirements to receive call-back pay in accordance with clause 13.02 and is entitled to receive the minimum payment rather than pay for actual time worked, she shall be paid a minimum payment of four (4) hours pay at the straight-time hourly rate of pay.

**17.08 Reporting Pay**

Subject to clause 17.03, when a part-time employee meets the requirements to receive a minimum payment rather than actual time worked as reporting pay on a day of rest, in accordance with clause 12.05(b), or is entitled to receive a minimum payment rather than pay for actual time worked during a period of standby, in accordance with sub-paragraph 14.05(a)(ii), she shall be paid a minimum payment of four (4) hours pay at the straight-time hourly rate of pay.

\*\*

**17.09 Vacation Leave**

A part-time employee shall earn vacation leave credits for each month in which she receives pay for at least twice (2) the number of hours in her normal work week, at the rate for years of service established in clause 20.02, prorated and calculated as follows:

- (a) when the entitlement is one decimal twenty-five (1.25) days a month, 0.250 multiplied by the number of hours in the employee's work week per month;

- (b) when the entitlement is one decimal sixty-seven (1.67) days a month, 0.333 multiplied by the number of hours in the employee's work week per month;
- (c) when the entitlement is one decimal eighty-four (1.84) days a month, 0.367 multiplied by the number of hours in the employee's work week per month;
- (d) when the entitlement is one decimal ninety-two (1.92) days a month, 0.383 multiplied by the number of hours in the employee's work week per month;
- (e) when the entitlement is two decimal zero nine (2.09) days a month, 0.417 multiplied by the number of hours in the employee's work week per month;
- (f) when the entitlement is two decimal twenty-five (2.25) days a month, 0.450 multiplied by the number of hours in the employee's work week per month;
- (g) when the entitlement is two decimal fifty (2.50) days a month, 0.500 multiplied by the number of hours in the employee's work week per month;
- (h) however, a part-time employee who has received or is entitled to receive furlough leave shall have her vacation leave credits earned reduced by 0.083 multiplied by the number of hours in the part-time workweek, beginning in the month in which the twentieth (20<sup>th</sup>) anniversary of service occurs until the beginning of the month in which her twenty-fifth (25<sup>th</sup>) anniversary of service occurs.

#### **17.10 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 her normal work week for each calendar month in which she has received pay for at least twice (2) the number of hours in her normal work week.

#### **17.11 Vacation and Sick Leave Administration**

- (a) For the purpose of administration of clauses 17.09 and 17.10, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average calculated on a monthly basis.



- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

#### **17.12 Severance Pay**

Notwithstanding the provisions of Article 18 (Severance Pay), where the period of continuous employment in respect of which severance benefit is to be paid consists of both full-time and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in completed years shall be multiplied by the full-time weekly rate of pay for the classification prescribed in the employee's certificate of appointment of her substantive position on the date of the termination of her employment to produce the severance pay benefit.

#### **17.13 Pay**

A part-time employee shall be eligible to receive an in-range pay increase when she has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for her level is not exceeded. The in-range pay increase date shall be the first (1<sup>st</sup>) working day following completion of the hours specified in this clause.

## **ARTICLE 18 SEVERANCE PAY**

**18.01** When calculating entitlements under this Article, the weekly rate of pay referred to in this Article shall be the weekly rate of pay to which the employee is entitled for his classification.

**18.02** Under the following circumstances and subject to clause 18.03 an employee shall receive severance entitlements calculated on the basis of his weekly rate of pay:

\*\*

- (a) On first lay-off, two (2) weeks' pay for the first year of continuous employment and one (1) week's pay for each additional complete year of continuous employment, and in the case of a partial year of continuous

employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

\*\*

- (b) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment, and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under (a) above.
- (c) On resignation, subject to paragraph 18.02(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment with a maximum entitlement of thirteen (13) weeks.
- (d) On retirement, when an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* or when the employee is entitled to an immediate annual allowance, under the *Public Service Superannuation Act*, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), with a maximum benefit of thirty (30) weeks.
- (e) If an employee dies, there shall be paid to his estate, one (1) week's pay for each year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks, regardless of any other entitlements payable.
- (f) 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 or 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 Section 11(2)(g) of the *Financial Administration Act*, one (1) week of pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.
- (g) On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed,

one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) week's pay and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

**18.03** The period of continuous employment used in the calculation of severance entitlements payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which he was already granted any type of termination benefit by the Public Service, a Federal Crown Corporation, the Canadian Forces or the Royal Canadian Mounted Police. Under no circumstances shall the maximum severance pay provided under clause 18.02 be pyramided.

**PART IV - LEAVE**

**ARTICLE 19**  
**LEAVE GENERAL**

**19.01**

- (a) When an employee becomes subject to this Agreement, her earned daily leave credits shall be converted into hours. When she ceases to be subject to this Agreement, her earned hourly leave credits shall be reconverted into days, with one day being equal to seven and one-half (7 1/2) hours.
- (b) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
- (c) Notwithstanding the above, in clause 30.02, Bereavement Leave with Pay, a “day” will mean a calendar day.

**19.02** Except for vacation leave requests, the employee, when required by the Employer, must provide satisfactory validation of the circumstances necessitating any requests for leave with or without pay under this Part, in such manner and at such time as may be determined by the Employer.

\*\*

**19.03** Except as otherwise specified in this Agreement, where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave.

\*\*

**19.04** In the event of termination of employment for reasons other than incapacity, death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in the employee’s certificate of appointment on the date of the termination of the employee’s employment.

\*\*

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

## **ARTICLE 20 VACATION LEAVE**

**20.01** The vacation year shall be from April 1<sup>st</sup> to March 31<sup>st</sup> of the following calendar year, inclusive.

\*\*

### **20.02 Accumulation of Vacation Leave**

An employee who has earned at least ten (10) days' regular pay during any calendar month of a vacation year shall earn vacation leave credits at the following rates in respect of that month:

- (a) one decimal twenty-five (1.25) days per month until the month in which the anniversary of his eighth (8<sup>th</sup>) year of service occurs;
- (b) one decimal sixty-seven (1.67) days per month commencing with the month in which his eighth (8<sup>th</sup>) anniversary of service occurs;
- (c) one decimal eighty-four (1.84) days commencing with the month in which his sixteenth (16<sup>th</sup>) anniversary of service occurs;
- (d) one decimal ninety-two (1.92) days per month commencing with the month in which his seventeenth (17<sup>th</sup>) anniversary of service occurs;
- (e) two decimal zero nine (2.09) days per month commencing with the month in which his eighteenth (18<sup>th</sup>) anniversary of service occurs;
- (f) two decimal twenty-five (2.25) days commencing with the month in which his twenty-seventh (27<sup>th</sup>) anniversary of service occurs;
- (g) two decimal fifty (2.50) days per month commencing with the month in which his twenty-eighth (28<sup>th</sup>) anniversary of service occurs;

- (h) notwithstanding the provisions of clauses (a), (b), (c), (d) and (e), an employee who is entitled to or who has received furlough leave, shall have his vacation leave credits earned under this Article, reduced by zero decimal forty-two (0.42) of a day per month from the beginning of the month in which he completes his twentieth (20<sup>th</sup>) year of service until the beginning of the month in which he completes his twenty-fifth (25<sup>th</sup>) year of service.

**20.03** For the purpose of clause 20.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one year following the date of lay-off.

**20.04 Entitlement to Leave**

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

**20.05 Scheduling of Vacation Leave**

Vacation leave as far as possible will be scheduled at times acceptable to the employee. However, vacation periods shall be designated by the Employer in accordance with operational requirements.

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

- (a) is granted other leave with pay,
- or
- (b) is granted sick leave on the presentation of a medical certificate,

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

**20.07 Carry-Over of Vacation Leave**

- (a) Employees must normally take all their vacation leave during the vacation year in which it is earned.
- (b) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him, the unused portion of his vacation leave up to a maximum of forty (40) days credits shall be carried over into the following vacation year. All vacation leave credits in excess of forty (40) days shall be automatically paid in cash at his daily rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on the last day of the vacation year.
- (c) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on March 31<sup>st</sup> of the previous vacation year.
- (d) Notwithstanding paragraph (b), if on the date an employee becomes subject to this Agreement, he has more than forty (40) days of unused vacation leave credits earned during previous years, a minimum of ten (10) credits per year shall be granted, or paid in cash by August 31<sup>st</sup> of each year, until all vacation leave credits in excess of forty (40) days have been liquidated. Payment shall be in one instalment per year, and shall be at his daily rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on March 31<sup>st</sup>, of the applicable previous vacation year.

**20.08 Recall from Vacation Leave**

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

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



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

**20.09** The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 20.08 to be reimbursed for reasonable expenses incurred by him.

**20.10 Vacation Leave When Employment Terminates**

Where an employee dies or otherwise ceases to be employed, he or his estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation and furlough leave to his credit by the daily rate of pay applicable to him immediately prior to the termination of his employment.

**20.11** Notwithstanding clause 20.10, an employee whose employment is terminated for cause pursuant to Section 11(2)(g) of the *Financial Administration Act* by reason of abandonment of his position is entitled to receive the payment referred to in clause 20.10, if he requests it within a year less one (1) day following the date upon which his employment is terminated.

**20.12 Cancellation of Vacation Leave**

When the Employer cancels or alters a period of vacation or furlough leave which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by him 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 to the Employer.

\*\*

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

\*\*

**20.14 Advance Payments**

(a) The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee

at least six (6) weeks prior to the last pay day before the employee's vacation period commences.

- (b) Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to the commencement of leave. 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.

\*\*

**20.15** Notwithstanding clause 20.10, an employee who resigns to accept an appointment with an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* may choose not to be paid for unused vacation and furlough leave credits, provided that the appointing organization will accept such credits.

## **ARTICLE 21**

### **SICK LEAVE WITH PAY**

#### **21.01 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 she receives pay for at least ten (10) days.

#### **21.02 Granting of Sick Leave**

An employee is eligible for sick leave with pay when she is unable to perform her duties because of illness or injury provided that:

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

and

- (b) she has the necessary sick leave credits.

**21.03** An employee shall not be granted sick leave with pay during any period in which she is on leave without pay, or under suspension.

**21.04** 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 she was not granted sick leave with pay.

**21.05** Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 21.02 above, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to twenty-five (25) days, subject to the deduction of such advanced leave from any sick leave credits subsequently earned 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.

**21.06** Sick leave credits earned but unused by an employee during a previous period of employment in the Public Service shall be restored to an employee whose employment was terminated by reason of lay-off and who was reappointed in the Public Service.

**21.07** The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity pursuant to Section 11(2)(g) of the *Financial Administration Act* at a date earlier than the date at which the employee will have utilized his accumulated sick leave credits, except where the incapacity is the result of an injury or illness for which Injury on Duty Leave has been granted pursuant to Article 22.

**21.08** Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by her and approved by the Employer or reinstated for use at a later date.

## **ARTICLE 22**

### **INJURY-ON-DUTY LEAVE WITH PAY**

\*\*

**22.01** An employee shall be granted injury-on-duty leave with pay for such period as may be reasonably determined by the Employer when a claim has been made pursuant to the *Government employees Compensation Act* and a Worker's Compensation authority has notified the Employer that it has certified that employee is unable to work because of:

- (a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's wilful misconduct,
- or
- (b) an industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Receiver General of Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

## **ARTICLE 23**

### **MATERNITY LEAVE WITHOUT PAY**

#### **23.01 Maternity Leave without Pay**

- (a) 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.
- (b) Notwithstanding paragraph (a):
  - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
  - or
  - (ii) where the employee has proceeded on maternity leave without pay and then 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 paragraph (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
  - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
  - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 21, Sick Leave With Pay. For purposes of this subparagraph, the terms “illness” or “injury” used in Article 21, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (f) 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 unless there is a valid reason why the notice cannot be given.
- (g) 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.

### **23.02 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 paragraph (c) to (j), 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 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 by the approval of another form of leave;
  - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
  - (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

$$\frac{(\text{allowance received}) \times (\text{remaining period to be worked following her return to work})}{[\text{total period to be worked as specified in (B)}]}$$

however, an employee whose specified period of employment expired and who is rehired by the same department within a period of five (5) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall

interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
  - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,  
  
and
  - (ii) 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 Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 23.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
  - (ii) 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 subparagraph (i) 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.

- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) 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.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

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

- (a) An employee who:
  - (i) fails to satisfy the eligibility requirement specified in subparagraph 23.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Longterm Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance pregnancy benefits,
  - and
  - (ii) has satisfied all of the other eligibility criteria specified in paragraph 23.02(a), other than those specified in sections (A) and (B) of subparagraph 23.02(a)(iii),



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

- (b) An employee shall be paid an allowance under this clause and under clause 23.02 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 *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

#### **23.04 Transitional Provisions**

If, on the date of signature of the Memorandum of Agreement modifying the provisions of this Article, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

## **ARTICLE 24**

### **PARENTAL LEAVE WITHOUT PAY**

#### **24.01 Parental Leave Without Pay**

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.

- (c) Notwithstanding paragraphs (a) and (b):
- (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
  - or
  - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,
- the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than fifty-two (52) weeks after the day on which the child comes into the employee's care.
- (d) 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 employee's child (including the child of a common-law partner), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (e) The Employer may:
- (i) defer the commencement of parental leave without pay at the request of the employee;
  - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
  - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (f) Parental leave without pay taken by a couple employed in the Public Service shall not exceed a total of thirty-seven (37) weeks for both individuals combined. For the purpose of this paragraph, Public Service means any portion of the Public Service of Canada specified in Part I of Schedule I of the *Public Service Staff Relations Act*.

- (g) 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.

#### **24.02 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 paragraphs (c) to (j), 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 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:
    - (A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
    - (B) Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 23.02(a)(iii)(B), if applicable;
    - (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having

become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

$$\frac{(\text{allowance received}) \times (\text{remaining period to be worked following his/her return to work})}{[\text{total period to be worked as specified in (B)}]}$$

however, an employee whose specified period of employment expired and who is rehired by the same department within a period of five (5) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
  - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
  - (ii) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance parental benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;

- (iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *Employment Insurance Act*, the parental allowance payable under the SUB Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the *EI Act*.
- (d) At the employee's request, the payment referred to in subparagraph 24.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - (i) 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;
  - (ii) 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 subparagraph (i) 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.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.

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

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

- (a) An employee who:
  - (i) fails to satisfy the eligibility requirement specified in subparagraph 24.02(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 Employment Insurance parental benefits,
 

and
  - (ii) has satisfied all of the other eligibility criteria specified in paragraph 24.02(a), other than those specified in sections (A) and (B) of subparagraph 24.02(a)(iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause 24.02 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 *Employment Insurance Act*, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

**24.04 Transitional Provisions**

If, on the date of signature of the Memorandum of Agreement modifying the provisions of this Article, an employee is currently on parental leave without pay or has requested a period of such leave without pay but has not commenced the leave, he or she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

**\*\*ARTICLE 25****LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY**

**25.01** Both parties recognize the importance of access to leave for the purpose of care for the immediate family.

**25.02** For the purpose of this article, family is defined as spouse (or common-law spouse resident with the employee), children (including foster children or children of legal or common-law spouse) parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.

**25.03** Subject to paragraph 25.02, an employee shall be granted leave without pay for the Care of Family in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (b) leave granted under this Article shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery;
- (e) time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

**25.04** An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

**Transitional provisions**

**25.05**

These transitional provisions are applicable to employees who have been granted and have proceeded on leave on or after the date of signature of this agreement.

An employee who, on the date of signature of this agreement, is on Leave Without Pay for the Care and Nurturing of Pre-School Age Children (Article 25) or on Leave Without Pay for the Long-Term Care of a Parent and Other Family-Related Needs (Article 27) under the terms of the agreement expired on July 1, 2001, continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.

An employee who becomes a member of the bargaining unit on or after the date of signature of this agreement and who is on Leave Without Pay for the Care and Nurturing of Pre-School Age Children or on Leave Without Pay for the Long-Term Care of a Parent and Other Family-related needs or under the terms of another agreement, continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.

All leave granted under Leave Without Pay for the Long-Term Care of a Parent and Other Family-related Needs or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of previous Foreign Service collective agreements or other agreements will not count towards the calculation of the maximum amount of time allowed for Care of Immediate Family during an employee's total period of employment in the Public Service.

**ARTICLE 26**  
**LEAVE WITH PAY FOR**  
**FAMILY-RELATED RESPONSIBILITIES**

\*\*

**26.01** For the purpose of this Article, family is defined as spouse (or common-law partner resident with the employee), children (including children of



legal or common-law partner), foster children, parents (including stepparents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.

**26.02** The total leave with pay which may be granted under this Article shall not exceed five (5) days in a fiscal year.

**26.03** Subject to clause 26.02, an employee shall be granted leave with pay under the following circumstances:

\*\*

- (a) up to one (1) day to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- (b) to provide for the immediate and temporary care of a sick member of his family and to provide him with time to make alternative care arrangements where the illness is of a longer duration;
- (c) to provide for the immediate and temporary care of an elderly member of his family;

\*\*

- (d) two (2) days' leave with pay for needs directly related to the birth or to the adoption of his child, which may be divided into two (2) periods and granted on separate days.

## **\*\*ARTICLE 27**

### **LEAVE WITHOUT PAY FOR PERSONAL NEEDS**

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

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) subject to operational requirements, leave without pay for 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 paragraphs (a) and (b) during the employee's total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer;
- (d) time spent on such leave in excess of three (3) months shall not be counted for pay increment purposes.

**ARTICLE 28**  
**MARRIAGE LEAVE**

**28.01** After the completion of one (1) year's continuous employment in the Public Service, and providing an employee gives the Employer at least five (5) days notice, he shall be granted five (5) days marriage leave with pay for the purpose of getting married.

**28.02** For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed him.

**ARTICLE 29**  
**LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE**

**29.01** At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.

**ARTICLE 30**  
**BEREAVEMENT LEAVE WITH PAY**

\*\*

**30.01** For the purpose of this Article, immediate family is defined as father, mother, (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law partner resident with the employee), child

(including child of common-law partner), stepchild or ward of the employee, grandchild, grand-parent, father-in-law, mother-in-law and relative permanently residing in the employee's household or with whom the employee permanently resides.

\*\*

- (a) When a member of his immediate family dies, an employee shall be entitled to a bereavement period of five (5) consecutive calendar days which must include the day of the funeral. During such period he shall be paid for those days which are not regularly scheduled days of rest for him. In addition, he may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

\*\*

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

\*\*

**30.03** If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave with pay under clauses 30.01 or 30.02, he shall be granted bereavement leave with pay and his compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

**30.04** 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 the department may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clauses 30.01 and 30.02.

## **ARTICLE 31**

### **COURT LEAVE WITH PAY**

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

- (a) to be available for jury selection;
- (b) to serve on a jury;

or

- (c) by subpoena or summons to attend as a witness in any proceeding, except one to which she 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 her position,
    - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel 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.

## **ARTICLE 32**

### **PERSONNEL SELECTION LEAVE WITH PAY**

**32.01** Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the Public Service, as defined in the *Public Service Staff Relations Act*, he is entitled to leave with pay for the period during which his presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for him to travel to and from the place where his presence is so required.

## **ARTICLE 33**

### **EDUCATIONAL LEAVE**

**33.01** Subject to operational and budgetary constraints as determined by the Employer, an employee may be granted educational leave without pay for varying

periods of up to one (1) year to attend a recognized institution for additional or special study in an academic discipline, or for a programme of special study, directly related to the interests of the foreign service of Canada.

**33.02** An employee on such educational leave without pay may receive an educational leave allowance in lieu of salary of up to one hundred per cent (100%) of her basic salary provided that, where she receives a grant, bursary or scholarship, the educational leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

**33.03** Any allowance already being received by the employee and not part of her basic salary shall not be used in the calculation of the allowance for educational leave without pay.

**33.04** Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of educational leave without pay and the employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

**33.05** As a condition to the granting of educational leave without pay an employee shall, if required, give a written undertaking prior to commencement of leave to return to the service of the Employer for a period of not less than the period of the leave granted.

**33.06** Should the employee fail for reasons within her control to complete the course or the programme of special study or to resume her employment with the Employer following completion of the course, or cease to be employed, except by reason of death or lay-off, before termination of the period she has undertaken to serve after completion of educational leave, she shall repay the Employer the allowances paid to her during the educational leave, or such lesser sum as shall be determined by the Employer.

## **ARTICLE 34**

### **ATTENDANCE AT CONFERENCES AND CONVENTIONS**

**34.01** An employee shall have the opportunity, subject to operational requirements and budgetary constraints as determined by the Employer, to attend a reasonable number of conferences or conventions related to his field of specialization in order to benefit from an exchange of knowledge and experience

with his professional colleagues. The Employer may grant leave with pay and reasonable expenses, including registration fees, to attend such gatherings.

**34.02** An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status.

**34.03** An employee invited to participate in a conference or convention in an official capacity such as to present a formal address or to give a course related to his field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his payment of registration fees and reasonable travel expenses.

**34.04** An employee shall not be entitled to any compensation under Article 12 (Overtime) in respect of hours he is in attendance at a conference or convention under the provisions of this Article.

**34.05** Compensation shall not be paid under Article 16 (Travel) in respect of hours travelling to or from a conference or convention under the provisions of this Article, unless the employee is required to attend by the Employer.

## **ARTICLE 35**

### **PROFESSIONAL DEVELOPMENT**

**35.01** Because the parties to this agreement share a desire to improve the quality of the Career Foreign Service and to maintain and enhance the professional standards of Foreign Service Officers, employees may be given the opportunity on occasion:

- (a) to participate in seminars, workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields,
- or
- (b) to conduct research or to perform work related to their specialization in institutions or locations other than those of the Employer.

**35.02** An employee may apply at any time for professional development under this Article, and the Employer may select an employee at any time for professional development. When an employee is selected for professional

development, the Employer will consult with her before determining the location and duration of the program of work or studies to be undertaken.

**35.03** An employee selected for professional development will continue to receive her normal compensation including any increase for which she may become eligible. She shall not be entitled to any compensation under Articles 12 (Overtime) and 16 (Travel) while on professional development under this Article.

**35.04** An employee on professional development under this Article may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

### **ARTICLE 36 EXAMINATION LEAVE**

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

### **\*\*ARTICLE 37 VOLUNTEER LEAVE**

**37.01** Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, one (1) day of leave with pay to work as a volunteer for a charitable or community organisation or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

### **ARTICLE 38 LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

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

\*\*

**38.02 Personal Leave**

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, one (1) day of leave with pay for reasons of a personal nature.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request.



**PART V – OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

**ARTICLE 39**  
**FOREIGN SERVICE DIRECTIVES AND**  
**NATIONAL JOINT COUNCIL AGREEMENTS**

**39.01** The terms and conditions of employment of an employee who is subject to the Foreign Service Directives are those contained in this Agreement, unless they are less favourable to the employee than those contained in the Foreign Service Directives in which case the latter applies.

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

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

\*\*

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

\*\*

**39.05**

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

Bilingualism Bonus Directive;

Commuting Assistance Directive;

Foreign Service Directives;

Public Service Health Care Plan.

**Health/Safety**

- Boiler and Pressure Vessels Directive;
- Committees and Representatives Directive;
- Dangerous Substances Directive;
- Electrical Directive;
- Elevated Work Structures Directive;
- Elevating Devices Directive;
- First-Aid Allowance Directive;
- First-Aid Safety and Health Directive;
- Hazardous Confined Spaces Directive;
- Material Handling Directive;
- Motor Vehicle Operations Directive;
- Noise Control and Hearing Conservation Directive;
- Personal Protective Equipment and Clothing Directive;
- Pesticides Directive;
- Refusal to Work Directive;
- Sanitation Directive;
- Tools and Machinery Directive;
- Use and Occupancy of Buildings Directive;
- Isolated Posts Directive;
- Living Accommodation Charges Directive;

Relocation Directive;

Travel Directive;

Uniforms Directive.

- (b) During the term of this Agreement, other directives may be added to the above noted list.

\*\*

**39.06** Grievances in regard to the above directives shall be filed in accordance with clause 8.01 of the Article on grievance procedure in this Agreement.

## **ARTICLE 40 NO DISCRIMINATION**

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

### **40.02**

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

**40.03** By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement

**ARTICLE 41**  
**SEXUAL HARASSMENT**

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

**41.02**

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

**41.03** By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with sexual harassment. The selection of the mediator will be by mutual agreement.

**ARTICLE 42**  
**EMPLOYEE PERFORMANCE REVIEWS**

**42.01** An employee shall be given an opportunity to read any formal written review of her performance and to sign the document in question to indicate that its contents have been read and understood, and to comment thereon if she so desires. Upon written request of the employee, a copy of her appraisal form shall be provided to her. An employee's signature on the appraisal form shall be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.

**42.02** A committee established by the Employer in consultation with the Association will make a fair review, upon the request of the employee concerned, of her performance assessment for pay purposes when such assessment is less than "Fully Satisfactory". Such a request must be made by the employee concerned within thirty (30) days of the employee being notified of her final performance assessment.

**\*\*ARTICLE 43**  
**REGISTRATION FEES**

**43.01** The Employer shall reimburse an employee for his payment of membership or other fees to a professional organization or organizations when the payment of such fees is necessary to maintain a professional qualification required by the Employer for the performance of any duties and/or responsibilities assigned.

**\*\*ARTICLE 44**  
**JOB SECURITY**

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

**\*\*ARTICLE 45**  
**LABOUR DISPUTES**

**45.01** If employees are prevented from performing their duties because of a strike or lock-out on the premises of another employer, the employees shall report the matter to the Employer, and the Employer will make reasonable efforts to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.

**PART VI - PAY AND DURATION**

**ARTICLE 46**  
**PAY ADMINISTRATION**

**46.01** Except as provided in this Article, the existing terms and conditions governing the application of pay to employees, where applicable, are not affected by this Agreement.

**46.02** An employee is entitled to be paid, for services rendered, within the pay range specified in Appendix "A" for the level prescribed in his certificate of appointment issued by or under the authority of the Public Service Commission.

**46.03 Pay Ranges**

- (a) The pay ranges set forth in Appendix "A" shall become effective on the dates specified therein.
- (b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of the Agreement the following shall apply:
  - (i) "retroactive period" for the purposes of sub-paragraphs (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 or when an arbitral award is rendered therefore;
  - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the bargaining unit during the retroactive period;
  - (iii) rates of pay shall be paid in an amount equal to what would have been paid had the Agreement been signed or an arbitral award rendered therefore on the effective date of the revision in rates of pay;
  - (iv) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with sub-paragraph (b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;



- (v) no payment or no notification shall be made pursuant to this paragraph for one (\$1.) dollar or less.

#### **46.04 In-range Pay Increases**

\*\*

- (a) Effective August 1 of each year, commencing August 1, 2001, a full-time employee at the FS-2 level shall receive an in-range pay increment, unless his or her performance is less than fully satisfactory.
- (b) This clause does not apply to:
  - (i) any employee covered by the Foreign Service Developmental Pay Structure referred to in clause 46.05,
  - (ii) any FS-1 employee as of December 31, 1998,
  - (iii) any FS-2 employee whose salary is at the maximum of his pay range,
  - (iv) any salary-protected employee,
  - (v) an employee on leave without pay for longer than six (6) months.

#### **46.05 Foreign Service Developmental Pay Structure**

- (a) The Foreign Service Developmental Pay Structure applies to new recruits.
- (b) The developmental pay structure comprises the four (4) rates of pay specified in Appendix "A". Recruits are expected to progress to the second, third and fourth rates in the developmental pay structure at months 18, 36 and 48, respectively, from the date of appointment into the developmental pay structure. Progression through the pay structure is governed by the Foreign Service Developmental Pay Plan, which does not form part of this Agreement.

#### **46.06 In-Range Relativity Increase for FS-1 employees**

\*\*

**Effective January 1, 2002, this clause is deleted from the agreement.**

Notwithstanding paragraph 46.04(b)(ii), commencing on December 31, 1998, the pay of an employee at the FS-1 level shall be at least equal to the following rates

of pay which are based on completed years of experience at that level as of December 31, 1998:

<b>Completed Years of Experience as of</b>	<b>Dec. 31, 1998</b>	<b>Dec. 31, 1998</b>	<b>Dec. 31, 1999</b>	<b>Dec. 31, 2000</b>	<b>Dec. 31, 2001</b>
<b>1</b>		\$37,794	\$44,671	\$48,986	\$51,507
<b>2</b>		\$39,387	\$46,554	\$51,051	\$51,507
<b>3</b>		\$40,980	\$48,437	\$51,051	\$51,507
<b>4 or more</b>		\$42,572	\$48,437	\$51,051	\$51,507

\*\*

#### **46.07 Acting Pay**

An employee who is required by the Employer to substantially perform and performs the duties of a position which is classified at a higher classification level on an acting basis for a period in excess of four (4) consecutive working days shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period he acts.

When an acting assignment is in an Executive (EX) position, the employee is excluded from the application of Article 12 (Overtime) for the period where the employee is subject to the Performance Management Program for Executives. For greater certainty, an employee receiving payments provided under Article 12 (Overtime), shall not be subject to the Performance Management Program for Executives for the same time period.

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

#### **46.08 No Additional Payments**

An employee receiving payments provided under Article 12 (Overtime), Article 13 (Call Back), Article 14 (Standby), Article 15 (Designated Paid Holidays) shall not receive more than one compensation for the same service.

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

**46.10 Statement of Duties**

Upon implementation of a new classification standard, following a written request, an employee at the FS-1 and FS-2 levels shall be entitled to an official statement of the duties and responsibilities of the position to which the employee is assigned, including the position's classification level and where applicable, the point rating allotted by factor to the position.

**ARTICLE 47  
AGREEMENT RE-OPENER**

**47.01** This Agreement may be amended by mutual consent.

**ARTICLE 48  
TERM OF AGREEMENT**

\*\*

**48.01** The duration of this Agreement shall be from the date it is signed to June 30, 2003.

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

**ARTICLE 49  
RELIGIOUS OBSERVANCE**

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

**49.02** Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave, leave without pay for other reasons in order to fulfill their religious obligations.

**49.03** Notwithstanding clause 49.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

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

## **ARTICLE 50**

### **MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES**

**50.01** Up to half (1/2) a day of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

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

## **ARTICLE 51**

### **MATERNITY RELATED REASSIGNMENT OR LEAVE**

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

**51.02** An employee's request under clause 51.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.

**51.03** An employee who has made a request under clause 51.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

(a) modifies her job functions or reassigns her,

or

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

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

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

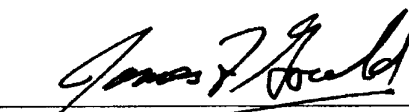
**51.06** An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, except if there is a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

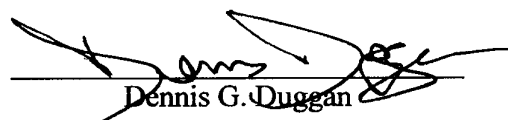
SIGNED AT OTTAWA, this 13<sup>th</sup> day of the month of August 2002.


THE TREASURY BOARD  
OF  
CANADA


THE PROFESSIONAL  
ASSOCIATION OF  
FOREIGN SERVICE OFFICERS

  
\_\_\_\_\_  
Don Graham

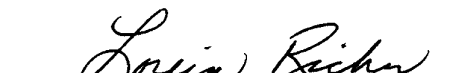
  
\_\_\_\_\_  
Jim Gould

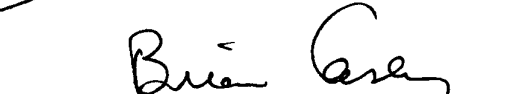
  
\_\_\_\_\_  
Dennis G. Duggan


  
\_\_\_\_\_  
Stefanie Beck

  
\_\_\_\_\_  
Marc Thibodeau


  
\_\_\_\_\_  
John Bonar

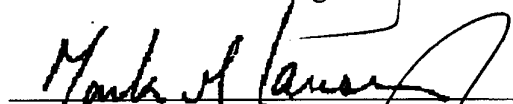
  
\_\_\_\_\_  
Louise Richer


  
\_\_\_\_\_  
Brian Casey

  
\_\_\_\_\_  
Barbara Diener


  
\_\_\_\_\_  
Dan George

  
\_\_\_\_\_  
Robert J. Orr


  
\_\_\_\_\_  
Mark Glauser

  
\_\_\_\_\_  
Jean Bélanger

  
\_\_\_\_\_  
Kathryn Porter

  
\_\_\_\_\_  
Guy Saint-Jacques

  
\_\_\_\_\_  
Ron Cochrane

  
\_\_\_\_\_  
Robert Daoust

**\*\*APPENDIX "A"****FOREIGN SERVICE GROUP****PAY RANGES**

(in dollars)

- (X) Pay Adjustment Effective July 1, 2001  
 (A) Effective July 1, 2001  
 (Y) Pay Restructure Effective January 1, 2002  
 (B) Effective July 1, 2002

**Developmental Pay Structure**

From:	\$	39840	44157	50325	52291
To:	X	41782	44851	50592	52666
	A	42952	46107	52009	54141
	B	44026	47260	53309	55495

Level		Minimum of Range (Annual)		Maximum of Range (Annual)		
<b>FS - 1</b>						
From:	\$	37857		51507		
To:	X	38727		52666		
	A	39811		54141		
	Y			54141		
	B			55495		
<b>FS - 2</b>						
From:	\$	50475				
To:	X	57160	59675	62301	65042	67904
	A	58760	61346	64045	66863	69805
	B	60229	62880	65646	68535	71550
	\$				75423	
	X	70892	74011	77268	80668	
	A	72877	76083	79432	82927	
	B	74699	77985	81418	85000	

**PAY NOTES**

**1. FS-1 Employees**

Employees who are subject to paragraph 46.06, who are at \$51,507 on December 31, 2001 will move to \$54,141 on January 1, 2002.

**2. Pay Restructure – FS-2 Level**

Employees who have been at the maximum rate of pay for their level for more than twelve (12) months on August 1, 2001, will move to the new maximum rate of pay effective August 1, 2001.

**3. Pay Adjustment – FS-2 Level**

Effective July 1, 2001, an FS-2 employee shall be paid in (X) range of rates at the rate that is nearest to but not less than 4.4% higher than the employee's rate of pay on June 30, 2001.