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Treasury Board of Canada  
Secretariat

Secrétariat du Conseil du Trésor  
du Canada

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

Group: Purchasing and Supply  
(all employees)

CODE: 309/98  
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\*\*Asterisks denote changes from the previous Collective Agreement.

## ARTICLE 1

### PURPOSE OF AGREEMENT

**1.01** The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Institute, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting all employees described in the certificate issued by the Public Service Staff Relations Board on the 20<sup>th</sup> day of October, 1993 covering employees of the Purchasing and Supply (PG) Sub-Group of the General Administration (GE) Group.

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

## ARTICLE 2

### INTERPRETATION AND DEFINITIONS

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

- (a) **“bargaining unit”** means the employees of the Employer in the group described in Article 25 - Recognition;
- (b) **“continuous employment”** has the same meaning as specified in the *Public Service Terms and Conditions of Employment Regulations* on the date of signing of this Agreement;
- (c) **“daily rate of pay”** means an employee’s weekly rate of pay divided by five (5);
- (d) **“day of rest”** in relation to an employee means a day, other than a designated paid holiday, on which that employee is not ordinarily required to perform the duties of the employee’s position other than by reason of the employee being on leave;

- (e) **“employee”** means a person so defined by the *Public Service Staff Relations Act* and who is a member of the bargaining unit;
- (f) **“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**;
- (g) **“headquarters area”** has the same meaning as given to the expression in the Travel Policy;
- (h) **“designated paid holiday”** means the twenty-four (**24**) hour period commencing at 00:01 hours of a day designated as a holiday in this Agreement;
- (i) **“hourly rate of pay”** means a full-time employee’s weekly rate of pay divided by thirty-seven and one-half ( $37 \frac{1}{2}$ );
- (j) **“Institute”** means the Professional Institute of the Public Service of Canada;
- (k) **“lay-off”** means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function;
- (l) **“leave”** means authorized absence from duty;
- (m) **“membership dues”** means the dues established pursuant to the by-laws and regulations of the Institute as the dues payable by its members as a consequence of their membership in the Institute, and shall not include any initiation fee, insurance premium, or special levy;
- (n) **“weekly rate of pay”** means an employee’s annual rate of pay divided by 52.176;
- (o) a **“common-law spouse”** relationship is said to exist when, for a continuous period of at least one year, an employee has **lived with a** person of the opposite sex, publicly represented that person to be his/her spouse, and lives and intends to continue to live with that person **as if** that person were his/her spouse;
- (p) **“double time”** means two (**2**) times the employee’s hourly rate of pay;
- (q) **“time and one-half”** means one and one half ( $1 \frac{1}{2}$ ) times the employee’s hourly rate of pay;

- (r) **“overtime”** means work required by the Employer, to be performed by the employee in excess of his daily hours of work.
- (s) **“compensatory leave”** means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee’s hourly rate of pay as calculated from the classification prescribed in the employee’s certificate of appointment on the day immediately prior to the day on which leave is taken;
- (t) **“straight-time rate”** means the employee’s hourly rate of pay;
- (u) **“spouse”** will, when required, be interpreted to include “common-law spouse” except, for the purposes of the Foreign Service Directives, the definition of “spouse” will remain as specified in Directive 2 of the Foreign Service Directive;

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

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

### **ARTICLE 3 OFFICIAL TEXTS**

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

### **ARTICLE 4 APPLICATION**

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



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

## **ARTICLE 5 MANAGEMENT RIGHTS**

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

## **ARTICLE 6 RIGHTS OF EMPLOYEES**

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

## **ARTICLE 7 PUBLICATIONS AND AUTHORSHIP**

### **Preamble**

For the purpose of this article: "Publication" shall include, for example, scientific and professional papers, articles, manuscripts, monographs, audio and visual products, and computer software.

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

**7.02** The Employer agrees that publications prepared by an employee, within the scope of his employment, will be retained on appropriate departmental files for the normal life of such files. The Employer will not unreasonably withhold permission for publication. At the Employer's discretion, recognition of authorship will be given where practicable in departmental publications.

**7.03** When an employee acts as a sole or joint author or editor of a publication, the authorship or editorship shall normally be acknowledged on such publication.

**7.04**

- (a) The Employer may suggest revisions to a publication and may withhold approval to publish.
- (b) When approval for publication is withheld, the author(s) shall be so informed in writing of the reasons, if requested by the employee.
- (c) Where the Employer wishes to make changes in a publication with which the author does not agree, the employee shall not be credited publicly if the employee so requests.

**ARTICLE 8**  
**HOURS OF WORK**

**8.01 General**

For the purpose of this Article, a week shall consist of seven (7) consecutive days beginning at 00:01 hours Monday and ending at 24:00 hours Sunday. The day is a twenty-four (24) hour period commencing at 00:01 hours.

Where operational requirements permit, the Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.

**8.02 Non Shift Work**

34  
37 1/2

The scheduled work week shall be thirty-seven and one-half (37 1/2) hours and the scheduled work day shall be seven and one-half (7 1/2) consecutive hours, exclusive of a meal period, between the hours of 7:00 a.m. and 6:00 p.m. The normal work week shall be Monday to Friday inclusive.

**8.03 Flexible Hours**

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Upon the request of an employee and the concurrence of the Employer, an employee may work flexible hours on a daily basis so long as the daily hours amount to seven and one-half (7 1/2).

**8.04 Days of Rest**

An employee shall be granted two (2) consecutive days of rest during each seven (7) day period unless operational requirements as determined by the Employer do not so permit.

**8.05 Monthly Attendance Registers**

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

**8.06 Compressed Work Week**

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x.

Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his weekly hours of employment in a period of other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven and one-half (37 1/2) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for him.

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

**8.07 Shift Premium**

44+45  
100

An employee working on shifts, half or more of the hours of which are regularly scheduled between 4:00 p.m. and 8:00 a.m., will receive a shift premium of one dollar (\$1.00) per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

**8.08 Weekend Premium**

42+43  
100.75

- (a) Employees shall receive an additional premium of seventy-five (75) cents per hour for work on a Saturday and/or Sunday for hours worked as stipulated in 8.08(b) below;
- (b) Weekend premium shall be payable in respect **of** all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.

## ARTICLE 9 OVERTIME

### 9.01 Assignment of Overtime Work

- (a) Subject to the operational requirements of the Service, the Employer shall **make** every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis among readily available qualified employees.
- (b) Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, whenever possible, give at least four (4) hours' notice of any requirement for overtime work.

### 9.02 Overtime Compensation

Subject to clause 9.04, an employee at level PG 1, 2, 3, 4, 5 or 6 who is required to work overtime on normal workdays is entitled to compensation at time **and** one-half (1 1/2) for all overtime hours worked.

### 9.03 Subject to clause 9.04 below

- (a) an employee who is required to work on a first day of rest is entitled to compensation at time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours and double (2) time thereafter;
- (b) an employee who is required to work on a second or subsequent day **of** rest is entitled to compensation at double (2) time. Second or subsequent day of rest means the second or subsequent day in **an** unbroken series of consecutive and contiguous calendar days of rest.

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**9.04** An employee is entitled to overtime compensation under clauses 9.02 and 9.03 for each completed period of fifteen (15) minutes of overtime worked by the employee:

- (a) when the overtime work is authorized in advance by the Employer,  
and
- (b) when the employee does not control the duration of the overtime work.

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

**9.06** Overtime shall be compensated in cash except where, upon mutual agreement between the employee and the Employer, overtime may be compensated in compensatory leave with pay.

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The Employer shall grant compensatory time off at times convenient to both the employee and the Employer.

Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for in cash at the employee's current rate of pay.

The Employer will endeavour to pay cash compensation for overtime within two (2) months from the pay period in which it is earned.

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**9.07**

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(a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's normal hours of work be reimbursed expenses for one meal in the amount of seven dollars (\$7.00), except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work and such time shall be paid at the overtime rate where applicable.

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995

(b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one additional meal in the amount of seven dollars (\$7.00), except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work and such time shall be paid at the overtime rate where applicable.

**ARTICLE 10  
CALL-BACK**

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**10.01** When an employee is called back to work or when an employee who is on stand-by duty is called back to work by the Employer any time outside his normal working hours he shall be entitled to the greater of:

- (a) a minimum of three (3) hours' pay at the applicable overtime rate
- or
- (b) compensation at the applicable overtime rate for each hour worked.

**10.02** Upon application by the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this Article. 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.

**10.03** When a payment is being made as a result of the application of this Article, the Employer will endeavour to make **such** payment within **six (6)** weeks following the end of the pay period for which the employee requests payment, or, if payment is required to liquidate compensatory leave outstanding at the expiry of the fiscal year, the Employer will endeavour to make such payment within **six (6)** weeks of the commencement of the first pay period after September 30 of the next following fiscal year.

**10.04** Other than 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 his or her residence shall not constitute time worked.

**ARTICLE 11  
STANDBY**

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/ 200

**11.01** 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.

**11.02** An employee on standby who is called in to work by the Employer and who reports for work shall be compensated in accordance with Article 10 – Call-Back of this Agreement.

**11.03** An employee required to be on standby duty shall be available during his period of standby at a known telephone number and be able to return for duty as quickly as possible if called.

**11.04** No standby duty payment shall be granted **if** any employee is unable to report for duty when required.

**11.05** Other than 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 or her residence shall not constitute time worked.

## ARTICLE 12

### DESIGNATED PAID HOLIDAYS

#### Grandfather Protection

In accordance with the definition of Grandfather Protection of Appendix “C”, there is an additional provision to clause 12.05 for certain employees. See Appendix “C” for protected provision.

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

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

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/ 011

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

**12.02** An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 30, Leave For Staff Relations Matters.

**12.03** When a day designated as a holiday under clause 12.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

When two (2) days designated as holidays under clause 12.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

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

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



and

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

**12.05** When an employee works on a holiday, he or she shall be paid:

- $\frac{37e}{0}$  (a) time and one-half (1 1/2) for all hours worked up to the regular daily scheduled hours of work and double (2) time thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday,

or

- (b) upon request, and with the approval of the Employer, the employee may be granted:

- (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday,

and

- (ii) pay at one and one-half (1 1/2) times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work,

and

- (iii) pay at two (2) times the straight-time rate of pay for all hours worked by him or her on the holiday in excess of the regular daily scheduled hours of work. ✓

(c)

- (i) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.

- (ii) When in a fiscal year an employee has not been granted all of **his** or her lieu days as requested **by** him or her, at the employee's option, such lieu days shall be paid off at his or her straight-time rate of pay or carried over for one year. In **all** other cases unused

lieu days shall be paid off at the employee's straight-time rate of pay.

- (iii) The straight-time rate of pay referred to in 12.05(c)(ii) shall be the rate in effect when the lieu day was earned.

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

- (a) compensation in accordance with the provisions of clause 12.05;
- or
- (b) three (3) hours pay at the applicable overtime rate of pay.

**12.08** Other than 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 his or her residence shall not constitute time worked.

**12.09** Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

**12.10** Where operational requirements permit, the Employer shall not schedule an employee to work both December 25 and January 1 in the same holiday season.

## **ARTICLE 13**

### **TRAVELLING TIME**

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

**13.02** When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 13.03 and 13.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than three (3) hours.

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

For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.

For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place.

In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

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

- (a) **On** a normal working day on which the employee travels but does not **work**, the employee shall receive his or her regular **pay** for the day.
- (b) On a normal working day on which the employee travels and works, the employee shall be paid:
  - (i) **his** regular pay for ~~the~~ day for a combined period of travel and work not exceeding his or her regular scheduled working hours, and
  - (ii) at the applicable overtime rate **for** additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the straight-time 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 hours travelled to a maximum of eight (8) hours' pay at the straight-time rate of pay.

**13.05** Travelling Time shall be compensated in cash except where, upon mutual agreement between the employee and the Employer, overtime may be compensated in compensatory leave with pay.

The Employer shall grant compensatory time off at times convenient to both the employee and the Employer.

Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for in cash at the employee's current rate of pay.

The Employer will endeavour to pay cash compensation for overtime within two (2) months from the pay period in which it is earned.

**13.06** This Article does not apply to an employee when the employee travels by any type of transport in which he or she is required to perform work, and/or which also serves as his or her living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of

- (a) on a normal working day, his or her regular pay for the day,  
or
- (b) pay for actual hours worked in accordance with Article 12, Designated Paid Holidays and the Overtime provisions of this Agreement.

**13.07** Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.

## **ARTICLE 14**

### **LEAVE - GENERAL**

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

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

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

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

**14.05** An employee shall not be granted two (2) different types of leave with pay in respect of the same period of time.

**14.06** An Employee is not entitled to leave with pay during periods he is on leave without pay, on educational leave or under suspension.

**ARTICLE 15  
VACATION LEAVE**

**15.01** The vacation year shall be from April 1<sup>st</sup> to March 31<sup>st</sup>, inclusive.

\*\*

**15.02 Accumulation of Vacation Leave Credits**

An employee shall earn vacation leave credits for each calendar month during which the employee receives pay for at least ten (10) days at the following rate:

(a) one and one-quarter (1 1/4) days until the month in which the employee's eighth (8<sup>th</sup>) anniversary of service occurs;

(b) one and two-thirds (1 2/3) days commencing with the month in which the employee's eighth (8<sup>th</sup>) anniversary of service occurs;

(c) two and one-twelfth (2 1/12) days commencing with the month in which the employee's nineteenth (19<sup>th</sup>) anniversary of service occurs;

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(d) two and one-half (2 1/2) days per month commencing with the month in which the employee's twenty-ninth (29<sup>th</sup>) anniversary of service occurs;

(e) However, **an** employee who is entitled to or who has received furlough leave shall have the vacation leave credits earned under this Article, reduced by five-twelfths (5/12<sup>ths</sup>) of a day per month from the beginning of the month in which the employee completes his twentieth (20<sup>th</sup>) year of continuous employment until the beginning of the month in which the

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employee completes his twenty-fifth (25<sup>th</sup>) year of continuous employment.

### **15.03**

- (a) For the purpose of clause 15.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one (1) year following the date of lay-off.
- (b) Notwithstanding (a) above, an employee who was a member of the bargaining unit on May 17, 1989 or an employee who became a member of the bargaining unit between May 17, 1989 and May 31, 1990 shall retain, for the purpose of “service” and of establishing his or her vacation entitlement pursuant to this Article, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the Public Service is terminated.

### **15.04 Entitlement to Vacation Leave With Pay**

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

### **15.05 Provision for Vacation Leave**

- (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- (b) In order to maintain operational requirements, the Employer reserves the right to schedule an employee’s vacation leave but shall make every reasonable effort:
  - (i) to provide an employee’s vacation leave in an amount and at such time as the employee may request;
  - (ii) not to recall an employee to duty after he has proceeded on vacation leave.

### 15.06 Replacement of Vacation Leave

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

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

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.

### 15.07 Carry Over

Where in any vacation year all of the vacation leave credits to an employee has not been scheduled, the employee may carry-over into the following vacation year up to a maximum of thirty-five (35) days credit. **All** vacation leave credits in excess of thirty-five (35) days will be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on the last day of the vacation year.

### 15.08 Liquidation

During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of fifteen (15) days 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.

### 15.09 Recall From Vacation Leave

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

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

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

#### **15.11 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 the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action, when available, to the Employer.

#### **15.12 Advance Payments**

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

#### **15.13 Leave When Employment Terminates**

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



**15.14 Vacation Leave Credits for Severance Pay**

Where the employee requests, the Employer shall grant the employee his unused vacation leave credits prior to termination of employment if this will enable him, for purposes of severance pay, to complete the first (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.

**15.15 Abandonment**

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

**15.16 Recovery on Termination**

In the event of the termination of employment for reasons other than death or lay-off the Employer shall recover from any monies owed the employee, an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the rate of pay applicable to his classification on the date of termination.

**ARTICLE 16****SICK LEAVE****16.01 Credits**

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

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

- (a) he satisfies the Employer of this condition in such a manner and at such a time as may be determined by the Employer,
- and
- (b) he has the necessary sick leave credits.

**16.03** Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of clause 16.02 above, if the period of leave with pay requested does not exceed five (5) days, but no employee shall be granted more than ten (10) days' sick leave with pay in a fiscal year solely on the basis of statements signed by the employee.

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

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

**16.06** Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 16.02, sick leave with pay may, at the discretion of the Employer, be granted:

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

or

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

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

**16.07** 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 is reappointed in the Public Service within one (1) year from the date of lay-off.

**16.08** 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

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period if requested by the employee and approved by the Employer or reinstated for use at a later date.

**16.09** The Employer agrees that an employee recommended for release from employment pursuant to Section 11(2)(g) of the *Financial Administration Act* for incapacity by reason of ill-health shall not be released at a date earlier than the date at which the employee will have utilized the employee's accumulated sick leave credits.

## ARTICLE 17 OTHER LEAVE WITH OR WITHOUT PAY

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### 17.01 Validation

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

### 17.02 Bereavement Leave With Pay

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

(a) When a member of his immediate family dies, **an** employee:

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- (i) shall be entitled to a bereavement period of four **(4)** consecutive calendar days which does not extend beyond the day following the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for that employee;
- (ii) in addition, the employee may be granted up to three **(3)** days' leave with pay for the purpose of travel related to the death.

- (b) In special circumstances and at the request of the employee, the four **(4)** day bereavement period may be moved beyond the day following the day of the funeral but must include the day of the funeral.
- (c) **An** employee is entitled to up to one (1) day's bereavement leave with pay for the purpose related to the death of the employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Deputy Head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clause 17.02(a)(i) **and** (c) above.

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**17.03 Maternity Leave without Pay**

(A)

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

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- (a) Notwithstanding sub-clause (A)(1) above:
  - (i) where the employee's newborn child is hospitalized within the period defined in sub-clause (A)(1) above, and
  - (ii) where the employee has proceeded on maternity leave without pay and then, upon request and with the concurrence of the Employer, returns to work for all or part of the period during which her newborn child is hospitalized,

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

which the employee returned to work, to a maximum of 17 weeks.

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(b) The extension described in sub-clause (A)(1)(a) above shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

(2) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.

(3) An employee who has not commenced maternity leave without pay may elect to:

(a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,

(b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave With Pay Article. For purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.

(B) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.

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

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**17.04 Maternity Allowance**

(A) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in 17.04(B), provided that she

- (1) has completed six **(6)** months of continuous employment before the commencement of her maternity leave without pay,
  - (2) provides the Employer with proof that she has applied for and **is** in receipt of Employment Insurance (EI) pregnancy benefits pursuant to Section **22** of the *Employment Insurance Act* in respect of insurable employment with the Employer; and
  - (3) **has** signed an agreement with the Employer stating that
    - (a) she will return to work on the expiry date of her maternity leave **without** pay unless the return to work date is modified with **the** Employer's consent.
    - (b) within eighteen **(18)** months following her return from maternity leave without pay, she will work an amount of hours paid at straight time calculated by multiplying the number of hours in the work week on which her maternity allowance was calculated by twenty **six** (26)
    - (c) should she fail to return to work in accordance with the provisions of clauses **17.04(A)(3)(a)** and **17.04(A)(3)(b)** for reasons other than death, lay-off, or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for the amount received as a maternity allowance, proportionate to the amount **of** hours not worked in relation to the hours to be worked as specified in (b) above.
  - (4) for the purposes of (3)(b), periods of leave with pay shall count as time worked.
- (B)** Maternity allowance payments made in accordance with the **SUB** Plan will consist of the following:
- (1)
    - (a) where an ~~employee~~ is subject to a waiting period of two (2) weeks before receiving EI maternity benefits, ninety-three per cent **(93%)** of her weekly rate of pay for each week of the waiting period, less any other moneys earned during this period; and

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- (b) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the EI benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other moneys earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
- (2) the maternity allowance to which an employee is entitled is limited to that provided in (1) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *EI Act*.
- (3) The weekly rate of pay referred to in clause 17.04(B)(1) shall be:
- (a) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
- (b) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in (a) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (4)
- (a) The weekly rate of pay referred to in (3) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (b) Notwithstanding (4)(a), and subject to (3)(b), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four months, the weekly rate shall be the rate she was being paid on that day.

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

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#### **17.05 Special Maternity Allowance for Totally-Disabled Employees**

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

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

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

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#### **17.06 Parental Leave Without Pay**

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



twenty-four (24) consecutive weeks beginning on or after the date of the child's birth or the date of acceptance of custody of the child for adoption.

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- (B) The period of parental leave without pay shall end
- (1) no later than forty-one (41) weeks after the child is born, or, in the case of adoption, no later than twenty-four (24) weeks after the date of acceptance of custody of the child for adoption.
  - (2) where a period of maternity leave without pay as described in subsection 17.03(A)(1) above is extended in accordance with subsection 17.03(A)(1)(a), is followed by a period of parental leave without pay taken by the employee or by the employee's spouse, no later than fifty-two (52) weeks after the day the child is born.
- (C) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the child or as soon as the application for adoption has been approved by the adoption agency.
- (D)
- (1) The Employer may require an employee to submit a birth certificate or proof of adoption for the child.
  - (2) Parental leave without pay taken by a Public Service couple shall not exceed a total of twenty-four (24) weeks for both employees combined.
- (E) Leave granted under **this** clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

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#### 17.07 Parental Allowance

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

- (1) has completed six (**6**) months of continuous employment before the commencement of parental leave without pay;
  - (2) provides the Employer with proof that he or she has applied for and **is** in receipt of Employment Insurance (EI) parental benefits pursuant to Section **23** of the *Employment Insurance Act* in respect of insurable employment with the Employer; and
  - (3) has signed an agreement with the Employer stating that he or she
    - (a) will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified with the Employer's consent.
    - (b) within ten (10) months **of** his or her return from parental leave without pay, the employee will work **an** amount of hours paid at straight time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by fifteen (15).
    - (c) should the employee fail to return to work in accordance with the provisions of clauses **17.07(A)(3)(a)** and **17.07(A)(3)(b)** for reasons other than death, lay-off, or having become disabled as defined in the *Public Service Superannuation Act*, the employee will be indebted to the Employer for the amount received as a parental allowance, proportionate to the amount of hours not worked in relation to the hours to be worked as specified in (b) above
  - (4) for the purposes of (3)(b), periods **of** leave with pay shall count as time worked.
- (B) Parental Allowance payments made in accordance with the **SUB** Plan will consist of the following:
- (1)
    - (a) Where an employee is subject to a waiting period of two (**2**) weeks before receiving EI parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay

for each week of the waiting period, less any other moneys earned during this period.

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- (b) Other than as provided in (c) below, for each week in respect of which the employee receives EI parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross amount of the EI parental benefits he or she is initially eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay, less any other moneys earned during this **period** which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
- (c) Where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *EI Act*, the parental allowance payable under the **SUB** Plan described in 17.07(B)(b) will be extended by the number of weeks of extended benefits which the employee receives under that Subsection.
- (2) the parental allowance to which an employee is entitled is limited to that provided in (1) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *EI Act*.
- (3) The weekly rate of pay referred to in clause 17.07(B)(1) shall be:
- (a) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without **pay**,
- (b) for **an** employee who has been employed on a part-time or on **a** combined full time and part-time basis during the **six (6)** month period preceding the commencement **of** maternity or parental leave without pay, the rate obtained by multiplying the weekly rate **of** pay in (a) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.

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

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

- (A) An employee who:
- (1) fails to satisfy the eligibility requirement specified in clause 17.07(A)(2) solely because a concurrent entitlement to benefits under the *Disability Insurance* (DI) Plan, the *Long-term Disability (LTD) Insurance* portion of ~~the~~ *Public Service Management Insurance Plan (PSMIP)* or via the *Government Employees Compensation Act* prevents the employee from receiving EI parental benefits; and
  - (2) **has** satisfied **all** of the other eligibility criteria specified in clause 17.07(A), other than those specified in subsections 17.07(A)(3)(a) and 17.07(A)(3)(b);

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

DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

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

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

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

- (i) an employee shall notify the Employer in writing as far in advance as possible but not less than four **(4)** weeks in advance of the commencement date ~~of~~ such leave, unless such notice cannot be given, because of ~~an~~ urgent ~~or~~ unforeseeable circumstance;
- (ii) leave granted under this clause shall be for a **minimum period of six (6)** weeks;
- (iii) the total leave granted under this clause shall not exceed five **(5)** years during an employee's total period of employment in the Public Service;
- (iv) leave granted under this clause for a period of more than three **(3)** months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance **pay** and ~~from~~ the calculation of "service" for the purpose of calculating vacation leave;
- (v) time spent on such leave shall not be counted for pay increment purposes.

### **17.10 Leave Without Pay for Personal Needs**

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

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- (a) Subject to operational requirements, leave without pay for a period of up to three **(3)** months will be granted to an employee for personal needs.

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

**17.11 Leave Without Pay for Relocation of Spouse**

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

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**17.12 Leave With Pay for Family-Related Responsibilities**

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including

stepparents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.

- (b) The Employer shall grant leave with pay under the following circumstances:
- (i) an employee is expected to make every reasonable effort to schedule medical or dental appointments for dependent family members to minimize or preclude his absence from work; however, when alternate arrangements are not possible an employee shall be granted up to one-half (1/2) day for a medical or dental appointment when the dependent family member is incapable of attending the appointment alone, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;
- \*\*
- (ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- 63 e, f (iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;
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- 63 h (iv) five (5) days' marriage leave for the purpose of getting married provided that the employee gives the Employer at least five (5) days' notice.
- \*\*
- (c) The total leave with pay which may be granted under sub-clause (b)(i), (ii), (iii) and (iv) shall not exceed five (5) days in a fiscal year.

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**17.13 Leave Without Pay for the Long-Term Care of a Parent**

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

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

**17.14 Court Leave With Pay**

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

- (a) to be available for jury selection;
- (b) to serve on a jury;
- (c) **by** subpoena or summons to attend as a witness in any proceeding held:
  - (i) in or under the authority of a court of justice or before a grand jury;
  - (ii) before a court, judge, justice, magistrate or coroner;

63b  
/63c  
/



- (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance **of** the duties of his position;
  - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
- or
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

\*\*

#### **17.15 Personnel Selection Leave With Pay**

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

\*\*

#### **17.16 Injury-on-Duty Leave With Pay**

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

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

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

#### 17.17 Examination Leave

Leave with pay to take examinations or defend dissertations may be granted by the Employer to **an** employee who is not on education 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.

#### 17.18 Other Leave With Pay

At its discretion, the Employer may grant leave with pay for purposes other than those specified in this Agreement, including military or civil defence training, emergencies affecting the community or place of work, and when circumstances not directly attributable to the employee prevent his reporting for duty.

#### 17.19 Other Leave Without Pay

At its discretion, the Employer may grant leave without pay for purposes other than those specified in this Agreement, including enrolment in the Canadian Armed Forces and election to a full-time municipal office.

### ARTICLE 18

#### CAREER DEVELOPMENT

##### 18.01 General

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

##### 18.02 Education Leave

- (a) An employee may be granted education leave without pay for varying periods **up** to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable him to fill his present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

(b) <sup>62a</sup>  
1 An employee on Education Leave without pay under this clause shall receive an allowance in lieu of salary of up to one hundred per cent (100%) of his basic salary. The per centage of the allowance is at the discretion of the Employer. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

(c) Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances **are** to be continued in whole or in part.

(d) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:

(i) fails to complete the course,

(ii) does not resume employment with the Employer on completion of the course,

or

(iii) ceases to be employed, except by reason of death or lay-off, before termination of the period he has undertaken to serve after completion of the course,

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

### **18.03 Attendance at Conferences and Conventions**

(a) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.

- (b) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions which are related to his field of specialization, subject to operational constraints.
- (c) The Employer may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- (d) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.
- (e) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his payment of convention or conference registration fees and reasonable travel expenses.
- (f) An employee shall not be entitled to any compensation under Article 9 (Overtime) and 13 (Travelling Time) in respect of hours he is in attendance at or travelling to or from a conference or convention under the provisions of this clause, except as provided by paragraph (d).

#### **18.04 Professional Development**

- (a) The parties to this Agreement share a desire to improve professional standards by giving the employees the opportunity on occasion:
  - (i) to participate in workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields,
  - (ii) to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer,

- (iii) to carry out research in the employee's field of specialization not specifically related to his assigned work projects when in the opinion of the Employer such research is needed to enable the employee to fill his present role more adequately.
- (b) Subject to the Employer's approval **an** employee shall receive leave with pay in order to participate in the activities described in clause 18.04(a) above.
- (c) An employee may apply at any time for professional development under this clause, and the Employer may select **an** employee at any time for such professional development.
- (d) When an employee is selected by the Employer for professional development under this clause the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- (e) An employee selected for professional development under this clause shall continue to receive his normal compensation including any increase for which he may become eligible. The employee shall not be entitled to any compensation under Articles 9 (Overtime) and 13 (Travelling Time) of this Agreement while on professional development under this clause.
- (f) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

#### **18.05 Selection Criteria**

- (a) The Employer shall establish selection criteria for granting leave under clauses 18.02, 18.03 and 18.04. Upon request, a copy of these criteria will be provided to an employee **and/or** the Institute Representative.
- (b) All applications for leave under clauses 18.02, 18.03, 18.04 of this article, will be reviewed by the Employer. A list of the names of the applicants to whom the Employer grants leave under clauses 18.02, 18.03 and 18.04 will, be provided to the Institute Representative on the Departmental Career Development Consultation Committee.

**18.06 Departmental Career Development Consultation Committee**

- (a) The parties to this collective Agreement acknowledge the mutual benefits to be derived from consultation on Career Development. To this effect the parties agree that such consultation will be held at the departmental level either through the existing Joint Consultation Committee or through the creation of a Departmental Career Development Consultation Committee. A consultation committee as determined by the parties, may be established at the local, regional or national level.
- (b) The Departmental Consultation Committee shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.
- (c) Employees forming the continuing membership of the Departmental Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.
- (d) The Employer recognizes the use of such committees for the purpose of providing information, discussing the application of policy, promoting understanding and reviewing problems,
- (e) It is understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

**18.07 Joint Institute/Treasury Board Career Development Committee**

- (a) In addition to consultation on career development at the departmental level referred to in clause 18.06, the representatives of the Employer and the Institute agree to establish a joint Institute/Treasury Board Career Development Committee,
- (b) In establishing this committee, it is understood by the parties that Departments are responsible for the application of the policies related to Career Development.

- (c) It is understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

**ARTICLE 19**  
**SEVERANCE PAY**

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

**(a) Lay-off.**

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

$\frac{32}{1}$

- (ii) On second or subsequent lay-off after (1) week's pay for each complete year of continuous employment, less any period in respect of which the employee was granted Severance Pay under 19.01(a)(i) above.

**(b) Resignation**

$\frac{31}{c}$

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

**(c) Retirement**

$\frac{31}{d}$

On retirement, when an employee is entitled to an immediate annuity or to an immediate annual allowance under the *Public Service Superannuation Act*, a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied

$\frac{32}{30}$  by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay.

(d) **Death**

$\frac{31}{L}$  If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

\*\*

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

$\frac{31}{P}$  (i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause by reasons of incapacity pursuant to Section 11(2)(g) of the *Financial Administration Act*, one week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

$\frac{31}{g}$  (ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reasons of termination for cause for reasons of incompetence pursuant to Section 11(2)(g) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

**19.02** Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted 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 19.01 be pyramided.



**19.03** The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in his certificate of appointment, immediately prior to the termination of his employment.

\*\*

**19.04 Appointment To A Separate Employer Organization**

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

**ARTICLE 20  
STATEMENT OF DUTIES**

**20.01** Upon written request, an employee shall be entitled to a complete and current statement of the duties and responsibilities of the employee's position, including the position's classification level and the position rating form.

**ARTICLE 21  
REGISTRATION FEES**

**21.01** The Employer shall reimburse an employee for the employee's payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.

**ARTICLE 22  
IMMUNIZATION**

**22.01** The Employer shall provide the employee with immunization against communicable diseases where there is a **risk** of incurring such diseases in the performance of the employee's duties.

**ARTICLE 23**  
**TECHNOLOGICAL CHANGE**

22/e

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

**23.02** In this Article “Technological Change” means:

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

or

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

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

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

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

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

- (c) the location or locations involved.

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

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

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

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## ARTICLE 24 SAFETY AND HEALTH

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

## ARTICLE 25 RECOGNITION

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**25.01** The Employer recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the 20<sup>th</sup> day of October 1993 covering employees of the Purchasing and Supply (PG) Group.

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

**ARTICLE 26**  
**CHECK-OFF**

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**26.01** The Employer will, as a condition of employment, deduct an amount equal to the amount of the membership dues from the monthly pay of all employees in the bargaining unit.

**26.02** The Institute shall inform the Employer in writing of the authorized monthly deduction to be checked-off for each employee defined in clause 26.01 above.

**26.03** For the purpose of applying clause 26.01 above, deductions from pay for each employee in respect of each month will start with the first full month of employment to the extent that earnings are available.

\*\*

**26.04** An employee who satisfies the Employer to the extent that he or she declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or 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 the employee is countersigned by an official representative of the religious organization involved. A copy of the affidavit will be provided to the Institute.

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

**26.06** The amounts deducted in accordance with clause 26.01 above shall be remitted to the Institute by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

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

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

**26.09** When it is mutually acknowledged that **an** error has been committed, the Employer shall endeavour to correct such error within the two **(2)** pay periods following the acknowledgement of error.

**26.10** Where an employee does not have sufficient earnings in respect of any month to permit deductions under this Article the Employer shall not be obligated to make such deductions **for** that month from subsequent salary.

## **ARTICLE 27**

### **USE OF EMPLOYER FACILITIES**

#### **27.01 Access by an Institute Representative**

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

**\*\***

#### **27.02 Bulletin Boards**

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

any information which it considers adverse to its interests or to the interests of any of its representatives.

**27.03 Institute Literature**

The Employer will continue its practice of making available to the Institute a specific location on its premises for the storage and placement of a reasonable quantity of Institute files and literature.

**ARTICLE 28  
INFORMATION**

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

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**28.02** The Employer agrees to supply each employee with a copy of the collective agreement and any amendments thereto. For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to the collective agreement.

**28.03** Upon the written request of an employee, the Employer shall make available at a mutually satisfactory time National Joint Council Agreements listed in clause 35.03 (National Joint Council Agreements) which have a direct bearing on the requesting employee's terms and conditions of employment.

**ARTICLE 29  
EMPLOYEE REPRESENTATIVES**

**29.01** The Employer acknowledges the right of the Institute to appoint employee representatives from amongst the members of bargaining units for which the Institute is the certified bargaining agent.

**29.02** The Employer and the Institute shall, by mutual agreement, determine the area of jurisdiction of each employee representative, having regard to the plan of organization and the distribution of employees.

**29.03** The Institute shall inform the Employer promptly and in writing of the names of its employee representatives, their jurisdiction, and of any subsequent changes.

**29.04 Leave for Employee Representatives**

Operational requirements permitting, the Employer shall grant leave with pay to an employee to enable the employee to carry out the employee's functions as **an** employee representative on the Employer's premises. When the discharge of these functions require an employee who is **an** employee representative to leave **his** normal place of **work**, the employee shall report his return to his supervisor whenever practicable.

**ARTICLE 30**

**LEAVE FOR STAFF RELATIONS MATTERS**

**30.01 Public Service Staff Relations Board Hearings**

**Complaints Made to the Public Service Staff Relations Board Pursuant to Section 23 of the *Public Service Staff Relations Act***

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

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

**30.02 Applications for Certification, Representations and Interventions With Respect to Applications for Certification**

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

- (a) to an employee who represents the Institute in an application for certification or in **an** intervention,

and

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

### **30.03 Employee Called as a Witness**

The Employer will grant leave with pay:

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

and

- (b) where operational requirements permit, to an employee called as a witness by an employee or the Institute.

\*\*

### **30.04 Arbitration Board, Conciliation Board Hearings and Alternative Dispute Resolution Process**

Where operational requirements permit, the Employer will grant leave with pay to an employee representing the Institute before **an** Arbitration Board, Conciliation Board or an Alternative Dispute Resolution Process.

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### **30.05 Employee Called as a Witness**

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

### **30.06 Adjudication**

Where operational requirements permit, the Employer will grant leave with pay to **an** employee who is:

- (a) a party to an adjudication,
- or
- (b) the representative of an employee who is a party to **an** adjudication,



or

- (c) a witness called by an employee who is party to an adjudication.

### **30.07 Meetings During the Grievance Process**

#### **Employee Presenting Grievance**

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

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

and

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

### **30.08 Employee Who Acts as Representative**

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

### **30.09 Grievance Investigations**

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

**30.10 Contract Negotiations Meetings**63d  
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Where operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiations meetings on behalf of the Institute.

**30.11 Preparatory Contract Negotiations Meetings**

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

**30.12 Meetings Between the Institute and Management**

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

**30.13 Institute Executive Council Meetings and Conventions**

Where operational requirements permit, the Employer will grant leave without pay to an employee to attend Executive Council Meetings and Conventions of the Institute.

**30.14 Employee Representatives' Training Courses**62d  
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Where operational requirements permit, the Employer will grant leave without pay to employees appointed as Employee Representatives by the Institute, to undertake training sponsored by the Institute related to the duties of a Employee Representative.

- (2) Where operational requirements permit, the Employer will grant leave with pay to employees appointed as Employee Representatives by the Institute, to attend training sessions concerning Employer-employee relations sponsored by the Employer.

**ARTICLE 31****JOB SECURITY**

**31.01** 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 32**  
**PRECEDENCE OF LEGISLATION**  
**AND THE COLLECTIVE AGREEMENT**

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

**ARTICLE 33**  
**INTERPRETATION OF AGREEMENT**

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

**ARTICLE 34**  
**GRIEVANCE PROCEDURE**

**34.01** In cases of alleged misinterpretation or misapplication arising out of Agreements concluded by the National Joint Council of the Public Service on items which may be included in a Collective Agreement and which the parties to this Agreement have endorsed, the grievance procedure will be in accordance with Section 7.0 of the NJC by-laws.

**34.02** The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When an employee, within the time limits prescribed in clause 34.09 below, gives notice that he wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

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

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

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

**34.05** Subject to and as provided in Section 91 of the *Public Service Staff Relations Act*, an employee who feels that he has been treated unjustly or considers himself aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 34.03 above, except that:

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

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

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

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

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

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

**34.09** An employee may present a grievance to the first step of the procedure in the manner prescribed in clause 34.03 above, 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 the grievance.

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

(a) where the decision or settlement is not satisfactory to him, within ten (10) days after that decision or settlement has been conveyed in writing to him by the Employer,

or

(b) where the Employer has not conveyed a decision to him within the time prescribed in clause 34.11 below, within fifteen (15) days after he presented the grievance at the previous step.

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

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

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

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

**34.15** Where the provisions of clause 34.03 above cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency concerned. Similarly, the Employer shall be deemed to have delivered a reply at any step on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his grievance at the next higher step shall be calculated **from** the date on which the Employer's reply was delivered to the address shown on the grievance form.

**34.16** The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate the Institute representative, except as provided in clause 34.18 below.

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

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**34.18** 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:

(a) the grievance may be presented at the final step only, and

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

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

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

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

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

- (a) the interpretation or application in respect of the employee of a provision of this Collective Agreement or 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.

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

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

**ARTICLE 35**  
**NATIONAL JOINT COUNCIL AGREEMENTS**

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

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

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

- (1) Foreign Service Directives;
- (2) Travel Policy;
- (3) Withdrawal from Work in Imminent Danger Policy and Procedures;
- (4) Isolated Posts Directive; 52
- (5) Clothing Policy;
- (6) Living Accommodation Charges Policy;
- (7) First Aid to the General Public - Allowance for Employees;
- (8) Memorandum of Understanding on the Definition of the Word "Spouse";





- (9) Relocation Policy;
- (10) Commuting Assistance Policy;
- (11) Bilingualism Bonus Policy;
- (12) Work Force Adjustment Directive;

**Health/Safety Standards (13 to 28)**

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

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

Grievances in regard to the above directives, policies or regulations **shall** be filed in accordance with clause 34.01 of the Article on grievance procedure in this Collective Agreement.

## **ARTICLE 36**

### **JOINT CONSULTATION**

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

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

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

#### **36.04 Joint Consultation Committee Meetings**

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

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

**36.06** Joint Consultation Committees are prohibited from agreeing to items which would alter any provision **of** this collective agreement.

## **ARTICLE 37**

### **STANDARDS OF DISCIPLINE**

**37.01** Where written departmental standards of discipline are developed or amended, the Employer agrees to supply sufficient information on the standards **of** discipline to each employee and to the Institute.

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

**37.03** The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document concerning the conduct or performance of an employee the existence of which the employee was not aware at the time of filing or within a reasonable time thereafter.

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

**37.05** When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer shall endeavor to give such notification at the time of suspension.

## ARTICLE 38

### EMPLOYEES ON OTHER EMPLOYERS' PREMISES

**38.01** If employees are prevented from performing their duties because of a strike or lock-out on the premises of a provincial, municipal, commercial or industrial 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 39

### PART-TIME EMPLOYEES

#### Definition

**39.01** Part-time employee means a person whose normal hours of work are less than those established in the Hours of Work Article of this Agreement, but not less than those prescribed in the *Public Service Staff Relations Act*.

## General

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

**39.03** Part-time employees shall be paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours for a full-time employee.

**39.04** The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days and the weekly hours specified in this Agreement.

**39.05** Leave will only be provided

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

or

(b) where it may displace other leave as prescribed in this Agreement.

## Designated Holidays

**39.06** A part-time employee shall not be paid for the designated holidays but shall, instead be paid four decimal two five (**4.25**) per cent for all straight-time hours worked.

**39.07** When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 12.01 of this Agreement, the employee shall be paid at ~~time~~ and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work and double (2T) thereafter.

**39.08** A part-time employee who reports for ~~work~~ as directed on a day which is prescribed as a designated paid holiday for a full-time employee in clause 12.01 of this Agreement, shall be paid for the time actually worked in accordance with clause 39.07, or a minimum of four (**4**) hours pay at the straight-time rate, whichever is greater.

### Overtime

**39.09** Overtime means authorized work performed in excess of the normal daily or weekly hours **of** work, of a full-time employee, but does not include time worked on a holiday.

**39.10** Subject to 39.09 a part-time employee who is required to work overtime shall be paid overtime as specified in Article 9 of this Agreement.

### Call-Back

**39.11** When a part-time employee meets the requirements to receive call-back pay in accordance with Article 10 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

### Reporting Pay

**39.12** Subject to 39.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with the reporting pay provision of this Agreement, and **is** entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four **(4)** hours pay at the straight-time rate **of** pay.

### Bereavement Leave

**39.13** Notwithstanding clause 39.02, there shall be no prorating of a "day" in clause 17.02 - Bereavement Leave With Pay.

### Vacation Leave

**39.14** A part-time employee shall earn vacation leave credits for each month in which the employee receives **pay** for at least twice the number of hours in the employee's normal workweek, at the rate for years of service established in the vacation leave entitlement clause of this Agreement, prorated and calculated as follows:

- (a) when the entitlement is five-sixths (5/6) **of** a day a month, one-sixth (1/6) **of** the hours in the employee's workweek per month;
- (b) when the entitlement is one and one-quarter (1 1/4) days a month, one-quarter of the hours in the employee's workweek per month;

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- (c) when the entitlement is one and two-thirds ( $1\frac{2}{3}$ ) days a month, one-third of the hours in the employee's workweek per month;
- (d) when the entitlement is two and one-twelfth ( $2\frac{1}{12}$ ) days a month, five-twelfths of the hours in the employee's workweek per month;
- (e) when the entitlement is two and a half ( $2\frac{1}{2}$ ) days a month, one-half of the hours in the employee's workweek per month;
- (f) however, a part-time employee who has received or is entitled to receive furlough leave shall have his or her vacation leave credits earned reduced by one-twelfth of the hours in the part-time workweek, beginning in the month in which the twentieth ( $20^{\text{th}}$ ) anniversary of service occurs until the beginning of the month in which his or her twenty-fifth ( $25^{\text{th}}$ ) anniversary of service occurs.

### Sick Leave

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

### 39.16 Vacation and Sick Leave Administration

- (a) For the purposes of administration of clauses 39.14 and 39.15, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

### Severance Pay

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**39.17** Notwithstanding the provisions of Article 19 (Severance Pay) of this Agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full- **and** part-time employment or varying levels of part-time employment, the benefit shall be calculated **as** follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the

full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

## ARTICLE 40

### EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

**40.01** For the purpose of this Article,

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

**40.02**

- (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. An employee's signature on his assessment form shall be considered to be an indication only that its contents have been read and shall not indicate **his** concurrence with the statements contained on the form.

The employee shall be provided a copy of the assessment form at the time the assessment form is signed by the employee.

- (b) The Employer's representative(s) who assesses **an** employee's performance must have observed or been aware **of** the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.

**40.03** When an employee disagrees with the assessment and/or appraisal of his work he shall have the right to present written counter arguments to the manager(s) or committee(s) responsible for the assessment and/or appraisal decision. An employee has the right to make written comments to be attached to the Performance review form.

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

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

## **ARTICLE 41 EMPLOYMENT REFERENCES**

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

## **ARTICLE 42 SEXUAL HARASSMENT**

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

**42.02**

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



**ARTICLE 43**  
**NO DISCRIMINATION**

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

**43.02**

- (a) Any step in the grievance procedure shall be waived if the person hearing the grievance is the subject of the complaint.
- (b) If by reason of 43.02(a) above a step in the grievance procedure is waived, no other step shall be waived except by mutual agreement.

**ARTICLE 44**  
**PENOLOGICAL FACTOR ALLOWANCE**

**General**

A Penological Factor Allowance shall be payable to incumbents in some positions in the bargaining units which are in the Canadian Penitentiary Service, subject to the following conditions.

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

**44.02 Degrees of Exposure**

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

- Continual - means fulfillment of the conditions described in clause 44.01 above throughout the working day and recurring daily,
- Frequent - means fulfillment of the conditions described in clause 44.01 above for part or parts of the working day and generally recurring daily.
- Limited - means fulfillment of the conditions described in clause 44.01 above on **an** occasional basis.

**44.03** The payment of the allowance for the Penological Factor is determined by the following formula:

**Penological Factor (X)**

**Type of Institution**

Degree of Contact	Maximum		Medium		Minimum	
	Percentage	Amount	Percentage	Amount	Percentage	Amount
Continual	100%	X (\$1600)	50%	X (\$800)	30%	X (\$480)
Frequent	50%	X (\$800)	30%	<b>X (\$480)</b>	20%	<b>X (\$320)</b>
Limited	30%	X (\$480)	20%	<b>X (\$320)</b>	10%	X (\$160)

**44.04** The value of “X” is set at \$1600 per annum. This allowance shall be paid on the same basis as that for the employee’s regular pay.

**44.05 Application of PFA**

Penological Factor Allowance shall only be payable to the incumbent of a position on the establishment of, or loaned to, Correctional Staff Colleges, Regional Headquarters, and National Headquarters, when the conditions described in clause 44.01 above are applicable.

**44.06** The applicability of PFA to a position and the position’s degree of PFA entitlement, shall be determined by the Employer following consultation with the bargaining agent.

**44.07** Except as prescribed in clause 44.10 below, an employee shall be entitled to receive PFA for any month in which he receives a minimum of ten (10) days' pay in a position(s) to which PFA applies.

**44.08** Except as provided in clause 44.09 below, PFA shall be adjusted when the incumbent of a position to which PFA applies, is appointed or assigned duties in another position to which a different degree of PFA applies, regardless of whether such appointment or assignment is temporary or permanent, and for each month in which an employee performs duties in more than one position to which PFA applies, he shall receive the higher allowance, provided he has performed duties for at least ten (10) days as the incumbent of the position to which the higher allowance applies.

**44.09** When the incumbent of a position to which PFA applies, is temporarily assigned to a position to which a different degree of PFA, or no PFA, applies, and when the employee's basic monthly pay entitlement in the position to which he is temporarily assigned, plus PFA, if applicable, would be less than his basic monthly pay entitlement plus PFA in his regular position, he shall receive the PFA applicable to his regular position.

**44.10** An employee will be entitled to receive PFA, in accordance with the PFA applicable to his regular position:

- (a) during any period of paid leave up to a maximum of sixty (60) consecutive calendar days,
- or
- (b) during the full period of paid leave where an employee is granted injury-on-duty leave with pay because of an injury resulting from an act of violence from one or more inmates.

**44.11** PFA shall not form part of an employee's salary except for the purposes of the following benefit plans:

*Public Service Superannuation Act*  
 Public Service Disability Insurance Plan  
 Canada Pension Plan  
 Quebec Pension Plan  
 Employment Insurance  
*Government Employees Compensation Act*  
*Flying Accident Compensation Regulations*

**44.12** If, in any month, an employee is disabled or dies prior to establishing an entitlement to PFA, the PFA benefits accruing to him or his estate shall be determined in accordance with the PFA entitlement for the month preceding such disablement or death.

**ARTICLE 45**  
**ILLEGAL STRIKES**

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

**ARTICLE 46**  
**STATE SECURITY**

**46.01** Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulations given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

**ARTICLE 47**  
**AGREEMENT RE-OPENER**

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

**ARTICLE 48**  
**PAY ADMINISTRATION**

**48.01** Except as provided in clauses 48.01 to 48.06 inclusive, and the Notes to Appendix “A” of this Agreement, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

**48.02** An employee is entitled to be paid for services rendered at:

(a) the pay specified in Appendix “A” for the classification of the position to which he is appointed, if the classification coincides with that prescribed in his certificate of appointment,

or

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

**48.03** The rates of pay set forth in Appendix “A” shall become effective on the date specified therein.

**48.04 Pay Administration**

When two or more of the following actions occur on the same date, namely appointment, pay increment, pay revision, the employee’s rate of pay shall be calculated in the following sequence:

(a) he shall receive his pay increment;

(b) his rate of pay shall be revised;

(c) his rate of pay on appointment shall be established in accordance with this Agreement.

**48.05 Rates of Pay**

(a) This clause supersedes the Retroactive Remuneration Directives. Where the rates of pay set forth in Appendix “A” have an effective date prior to the date of signing of the collective agreement the following **shall** apply:

(i) “retroactive period” for the purpose of clauses (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and **ending** on the day **the** collective agreement is signed or when an arbitral award is rendered therefor;

- (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in case of death the estates of former employees, who were employees in the bargaining unit during the retroactive period;
- (iii) rates of pay shall be paid in an amount equal to what would have been paid had the collective agreement been signed or an 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 clause (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 nor notification shall be made pursuant to clause 48.05 for one dollar (\$1.00) or less.

**48.06** This Article is subject to the Memorandum of Understanding signed by the Employer and the Professional Institute of the Public Service of Canada dated July 21, 1982 in respect of red-circled employees,

**48.07 Acting Pay**

When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for ten (10) consecutive working days, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts.

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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.

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**48.08 Initial Appointment – Pay Above Minimum**

Where, during the retroactive period, an employee was paid on initial appointment to the Public Service at a rate of pay above the minimum, or was promoted or transferred and paid at a rate of pay above the rates specified by the regulations for promotion or transfer, the employee shall be paid in the new scale of rates at the rate of pay shown immediately below the former rate on the applicable adjustment date unless the employee was informed in writing prior to the appointment that a negotiated pay increase would not apply to the employee, in which case the employee shall be paid at the rate of pay nearest to but not less than the rate at which the employee was appointed.

**ARTICLE 49**

**DURATION**

**49.01** The duration of this Collective Agreement shall be from the date it is signed to June 21, 1999.

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

SIGNED AT OTTAWA, this 21<sup>st</sup> day of the month of December, 1998.

THE TREASURY BOARD OF  
CANADA

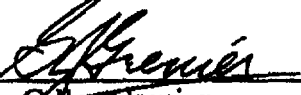
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OF THE PUBLIC SERVICE OF  
CANADA



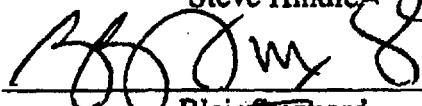
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Steve Hindle



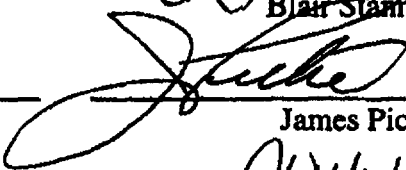
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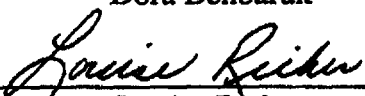
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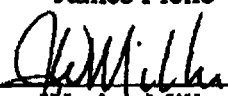
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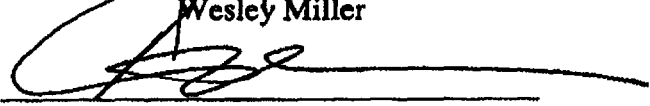
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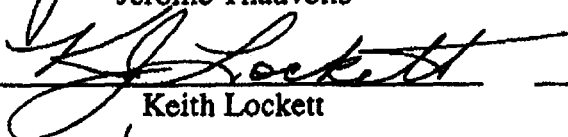
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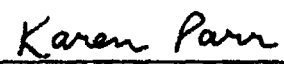
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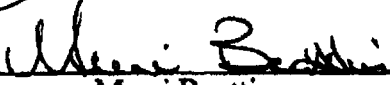
Tim Nadeau



Keith Lockett



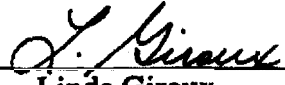
Karen Parr



Merri Beattie



Robert Guay



Linda Giroux



Sue Ramsay



Andy Zajchowski

Malcolm Brown



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

**PG - PURCHASING AND SUPPLY**  
**ANNUAL RATES OF PAY**  
**(in dollars)**

**B)**      Effective June 22, 1997  
             Effective June 22, 1998

*5012*  
*ue*  
*T*

**PG - TECHNOLOGICAL INSTITUTE RECRUITMENT**

From:	\$	16781	to	25383
To:	A	17201	to	26018
	B	17545	to	26538

\* (with increments of \$60)

**PG - DEVELOPMENT**

From:	\$	18597	to	28572
To:	A	19062	to	29286
	B	19443	to	29872

\* (with increments of \$60)

**PG-01**

*B.R.*

From:	\$	21766	23168	24577	25979	27383	28778
To:	A	22310	23747	25191	26628	28068	29497
	B	22756	24222	25695	27161	28629	30087

From:	\$	30182	31586	32990	34396	35798
To:	A	30937	32376	33815	35256	36693
	B	31556	33024	34491	35961	37427

**PG-02**

From:	\$	35969	37564	39166	40762
To:	A	36868	38503	40145	41781
	B	37605	39273	40948	42617

**PG-03**

From:	\$	40028	41821	43606	45386
To:	A	41029	42867	44696	46521
	B	41850	43724	45590	47451

**PG-04**

From:	\$	47493	49612	51737	53865
To:	A	48680	50852	53030	55212
	B	49654	51869	54091	56316

**PG-05**

From:	\$	55887	58399	60905	63253
To:	A	57284	59859	62428	64834
	B	58430	61056	63677	66131

**PG-06\***

From:	\$	63045	64328	65518	66706
To:	A	64621	65936	67156	68374
	B	65913	67255	68499	69741

<b>From:</b>	\$	67898	69079	70265	
To:	A	69595	70806	72022	
	B	70987	72222	73462	

\*

Performance Pay - To apply to employees subject to the *Performance Pay Regulations*.

**PAY NOTES****PAY INCREMENT****Full-Time Employees**

1.

- (a) The pay increment period is 26 weeks for full-time employees at levels PG-TIRL and PG-DEV and 52 weeks for full-time employees at levels PG-1 to PG-6. A pay increment shall be to the next rate in the scale of rates.
- (b) The pay increment date for a full-time employee, appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after June 27, 1979 shall be the first Monday following the pay increment period as calculated from the date of the promotion, demotion or appointment from outside the Public Service. The pay increment periods listed in **Pay** Note 1(a) above will continue to apply to employees appointed prior to June 27, 1979.

2.

- (a) For employees in the Purchasing and Supply - Technological Institute Recruitment range, an increase at the end of an increment period shall be to a rate in the pay range which is one hundred and twenty dollars (\$120) higher than the rate at which the employee is being paid or, if there is no such rate, to the maximum of the pay range.
- (b) For employees in the Purchasing and Supply - Development range, an increase at the end of an increment period shall be to a rate in the pay range which is two hundred and forty dollars (~~\$240~~) higher than the rate at which the employee is being paid or, if there is no such rate, to the maximum of the pay range.

**Part-Time Employees**

3. A part-time employee shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this clause.

**PAY ADJUSTMENT (PG-TIRL AND PG-DEV)**

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4. An employee being paid in the Purchasing and Supply - Technological Institute Recruitment or Development ranges shall be paid:
- (a) effective June 22, 1997, in the "A" scale of rates which is nearest to but not more than 2.5% higher than the employee's former rate of pay, rounded to the nearest \$10;
  - (b) effective June 22, 1998, in the "B" scale of rates which is nearest to but not more than 2.0% higher than the employee's former rate of pay, rounded to the nearest \$10.

SOA  
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**\*\*APPENDIX “B”**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE TREASURY BOARD  
AND  
THE PROFESSIONAL INSTITUTE OF THE  
PUBLIC SERVICE OF CANADA -  
HOURS OF WORK**

The Employer and the Professional Institute of the Public Service of Canada agree that for those employees to whom the provisions of clause 8.06 of Article 8 (Hours of Work) apply, the provisions of the Collective Agreement which specifies days shall be converted to hours. Where the Collective Agreement refers to a “day”, it **shall** be converted to seven and one-half (7 1/2) hours.

For greater certainty, the following provisions shall be administered **as** provided herein:

**ARTICLE 2 – INTERPRETATION AND DEFINITIONS**

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

**ARTICLES 9 & 13 – OVERTIME - AND TRAVELLING TIME**

Compensation shall only be applicable on a normal **work** day for hours in excess of the employee’s scheduled daily hours of work.

On a day of rest, compensation shall be granted on the basis of time and one-half (1 1/2) except that compensation shall be at double (2) time on a Sunday.

**ARTICLE 12 – DESIGNATED PAID HOLIDAYS**

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

**ARTICLE 14 – LEAVE – GENERAL**

Effective the date on which clause 8.06 of Article 8 applies or ceases to apply to an employee, the accrued vacation and sick leave credits shall be converted to days or hours, as applicable.

**ARTICLES 15 & 16 – VACATION LEAVE – SICK LEAVE**

The converted amounts are as follows:

- (a) one and one-quarter ( $1 \frac{1}{4}$ ) days - nine decimal three seven five (**9.375**) hours;
- (b) one and two-thirds ( $1 \frac{2}{3}$ ) days - twelve decimal five zero (12.50) hours;
- (c) two and one-twelfth ( $2 \frac{1}{12}$ ) days - fifteen decimal six two five (15.625) hours;
- (d) five-twelfths ( $\frac{5}{12}$ ) day - three decimal one two five (**3.125**) hours;
- (e) two and one-half ( $2 \frac{1}{2}$ ) days - eighteen decimal seven five (18.75) hours.

The Memorandum of Agreement shall be effective on the date of signing of the Collective Agreement to June 21, 1999.

**\*\*APPENDIX "C"****GRANDFATHER PROTECTION**

The benefits as specified in this Appendix are grandfathered for all employees in the bargaining unit on the October 29, 1986. However, this grandfathering continues only for so long **as an** employee remains in the bargaining unit. Without limiting the generality of the foregoing, employees, for example, who are promoted or transferred out of the bargaining unit lose the grandfathering protection.

This clause ~~is~~ in addition to clause 12.05 of the Agreement:

When an employee works on a holiday, which is not his scheduled day of work, contiguous to a day of rest on which he also worked and received overtime in accordance with clause 9.03(b), he shall be paid **in** addition to the pay that he would have been granted had he not worked on the holiday, two (2) times his hourly rate of pay for all time worked.

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