



## **Translation (TR)**

### **Agreement Between the Treasury Board and the Canadian Association of Professional Employees**

**Group: Translation  
(All Employees)**

**Expiry date: 2022-04-18**

**This agreement covers the following group(s):**

<b>Code</b>	<b>Group</b>
313	Translation (TR)

Treasury Board of Canada Secretariat  
Employment Conditions and Labour Relations  
219 Laurier Ave West  
Ottawa ON K1A 0R5

© Her Majesty the Queen in right of Canada,  
represented by the President of the Treasury Board, 2019

Catalogue No.: BT42-313/2022E-PDF  
ISBN: 978-0-660-33131-7

This document is available on the Government of Canada website at:  
[www.tbs-sct.gc.ca/agreements-conventions/index-eng.aspx](http://www.tbs-sct.gc.ca/agreements-conventions/index-eng.aspx)

Canadian Association of Professional Employees  
100 Queen St  
4th Floor  
Ottawa ON K1P 1J9





## **Table of contents**

<b>Article 1: purpose of agreement .....</b>	<b>1</b>
<b>Article 2: interpretation and definitions .....</b>	<b>1</b>
<b>Article 3: application .....</b>	<b>3</b>
<b>Article 4: management rights .....</b>	<b>3</b>
<b>Article 5: rights of employees .....</b>	<b>4</b>
<b>Article 6: appointment of stewards.....</b>	<b>4</b>
<b>Article 7: time off for Union business.....</b>	<b>4</b>
<b>Article 8: use of Employer facilities.....</b>	<b>5</b>
<b>Article 9: information .....</b>	<b>5</b>
<b>Article 10: leave for Association business .....</b>	<b>6</b>
<b>Article 11: deductions on behalf of the Association .....</b>	<b>8</b>
<b>**Article 12: hours of work .....</b>	<b>9</b>
<b>**Article 13: overtime .....</b>	<b>14</b>
<b>**Article 14: travelling time .....</b>	<b>18</b>
<b>Article 15: pay.....</b>	<b>19</b>
<b>**Article 16: designated paid holidays .....</b>	<b>21</b>
<b>Article 17: leave, general .....</b>	<b>22</b>
<b>**Article 18: annual leave.....</b>	<b>23</b>
<b>Article 19: parliamentary leave and interpretation leave .....</b>	<b>27</b>
<b>Article 20: sick leave .....</b>	<b>29</b>
<b>**Article 21: other leave .....</b>	<b>30</b>
<b>Article 22: severance pay .....</b>	<b>51</b>
<b>Article 23: employee performance assessment and employee files ..</b>	<b>53</b>
<b>Article 24: suspension and discipline .....</b>	<b>53</b>
<b>Article 25: health and safety.....</b>	<b>54</b>
<b>Article 26: work areas .....</b>	<b>54</b>

<b>Article 27: reference material .....</b>	<b>54</b>
<b>Article 28: working languages of interpreters .....</b>	<b>54</b>
<b>Article 29: dispute resolution .....</b>	<b>55</b>
<b>Article 30: grievance procedure.....</b>	<b>55</b>
<b>Article 31: consultation.....</b>	<b>61</b>
<b>Article 32: training and development .....</b>	<b>62</b>
<b>Article 33: technological change .....</b>	<b>62</b>
<b>Article 34: part-time employees .....</b>	<b>63</b>
<b>Article 35: illegal strikes .....</b>	<b>65</b>
<b>Article 36: National Joint Council (NJC) agreements.....</b>	<b>65</b>
<b>Article 37: employees on the premises of other employers .....</b>	<b>65</b>
<b>Article 38: professional fees .....</b>	<b>66</b>
<b>Article 39: sexual harassment.....</b>	<b>66</b>
<b>Article 40: statement of duties .....</b>	<b>66</b>
<b>**Article 41: precedence of legislation and the collective agreement .....</b>	<b>66</b>
<b>**Article 42: term of agreement.....</b>	<b>67</b>
<b>**Appendix “A” .....</b>	<b>69</b>
TR: Translation annual rates of pay (in dollars) .....	69
<b>Appendix “B”.....</b>	<b>76</b>
Memorandum of Understanding Between the Treasury Board and the Canadian Association of Professional Employees.....	76
<b>Appendix “C” .....</b>	<b>77</b>
Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement).....	77
<b>Appendix “D”.....</b>	<b>82</b>
Memorandum of Understanding Between the Treasury Board and the Canadian Association of Professional Employees (the Association) with Respect to Work Arrangements for Interpreters ..	82

**Appendix “E” ..... 83**  
    Memorandum of Understanding Between the Treasury Board and  
    the Canadian Association of Professional Employees (the  
    Association) with Respect to Parliamentary Leave ..... 83

**\*\*Appendix “F” ..... 84**  
    Memorandum of Agreement on Supporting Employee Wellness .... 84

**\*\*Appendix “G” ..... 86**  
    Memorandum of Understanding Agreement with Respect to Leave  
    for Union Business: Cost Recovery ..... 86

**\*\*Appendix “H” ..... 88**  
    Memorandum of Understanding Between the Treasury Board  
    and the Canadian Association Professional Employees with  
    Respect to Implementation of the Collective Agreement ..... 88

**\*\*Appendix “I” ..... 91**  
    Memorandum of Understanding Between the Treasury Board of  
    Canada and the Canadian Association of Professional Employees  
    with Respect to Workplace Harassment ..... 91

**\*\*Appendix “J” ..... 92**  
    Memorandum of Understanding Between the Treasury Board of  
    Canada and the Association or Professional Employees ..... 92





## **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 Association and to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this agreement.

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

## **Article 2: interpretation and definitions**

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

**“Association” (association)**

means the Canadian Association of Professional Employees,

**“bargaining unit” (unité de négociation)**

means all employees of the Employer in the Translation Group as described in the certificate issued by the Federal Public Sector Labour Relations and Employment Board on December 17, 2003,

**“common-law partner” (conjoint de fait)**

in relation to an individual, a person who is cohabiting with the individual in a conjugal relationship, having so cohabited for a period of at least one (1) year,

**“continuous employment” (emploi continu)**

has the same meaning as specified in the *Terms and Conditions of Employment Directive*,

**“daily rate of pay” (rémunération quotidienne)**

means an employee’s weekly rate of pay divided by five (5),

**“day of rest” (jour de repos)**

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

**“double time” (tarif double)**

means twice the straight-time hourly rate,

**“employee” (fonctionnaire)**

means a person who is a member of the bargaining unit,

**“Employer” (employeur)**

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,

**“headquarters area” (zone d’affectation)**

has the same meaning as given to the expression in the *Travel Policy*,

**“holiday” (jour férié)**

means:

- a. in the case of a shift that does not commence and end on the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced on a day designated as a paid holiday in this agreement,
- b. in any other case, the twenty-four (24) hour period commencing at 12:01 am of a day designated as a paid holiday in this agreement,

**lay-off (mise en disponibilité)**

means the termination of employment of an employee due to lack of work or the discontinuance of a function,

**“leave” (congé)**

means authorized absence from duty,

**“membership dues” (cotisations syndicales)**

means the dues established pursuant to the constitution of the Association as the dues payable by its members as a consequence of their membership in the Association, and shall not include any initiation fee, insurance premium, or special levy,

**“overtime” (heures supplémentaires)**

means any period of work performed by an employee in excess of his normal hours of work,

**“part-time employee” (fonctionnaire à temps partiel)**

means an employee whose normal scheduled hours of work are less than thirty-seven decimal five (37.5) hours per week,

**“straight-time hourly rate” (tarif simple)**

means the hourly rate of pay obtained by dividing an employee’s weekly rate of pay by thirty-seven decimal five (37.5),

**“time and one half” (tarif et demi)**

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

**“weekly rate of pay” (rémunération hebdomadaire)**

means an employee’s annual rate of pay divided by 52.176.

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

- a. if defined in the *Federal Public Sector Labour Relations Act*, have the same meaning as given to them in the *Federal Public Sector Labour Relations Act*, and
- b. if defined in the *Interpretation Act*, but not defined in the *Federal Public Sector Labour Relations Act*, have the same meaning as given to them in the *Interpretation Act*.

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

**Article 3: application**

**3.01** The provisions of this agreement apply to the Association, employees and the Employer.

**3.02** Both the English and French texts of this agreement are equally authoritative.

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

**Article 4: management rights**

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

## **Article 5: rights of employees**

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

### **5.02 Recognition**

The Employer recognizes the Association as the exclusive bargaining agent for all employees described in the certificate issued by the Federal Public Sector Labour Relations and Employment Board on the 17th day of December 2003, covering employees of the Translation Group.

### **5.03 No discrimination**

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

## **Article 6: appointment of stewards**

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

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

**6.03** The Association shall notify the Employer promptly and in writing of the names of its Stewards and other Association representatives.

## **Article 7: time off for Union business**

**7.01** The Association's representative shall obtain the permission of the Employer before spending time on the following activities during hours of work:

- a. investigate with fellow employees complaints;
- b. meet with an Employer representative for the purpose of dealing with such complaints or problems;  
and
- c. attend meetings called by the Employer.

Such permission shall not be unreasonably withheld. After the Association's representative resumes his duties, he shall so notify the Employer as soon as practicable.

## **Article 8: use of Employer facilities**

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

**8.02** Space on bulletin boards (including electronic bulletin boards where available) will be made available to the Association for the posting of official Association notices, in convenient locations determined by the Employer and the Association. The posting of notices or other material shall require the prior approval of the Employer, except notices of Association business affairs and meetings, and Association elections, the names of the Association's representatives and social and recreational events. The Employer reserves 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.

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

**8.04** Where technically feasible within the existing departmental infrastructure, and subject to security restrictions, the Employer shall establish a hyperlink to the Association's website from the departmental intranet website.

### **8.05**

- a. Subject to the availability of appropriate facilities, the Association may hold general meetings of the local members in Departmental facilities. The location, date and length of those meetings must be approved in advance by the Deputy Head or his/her delegate.
- b. This paragraph does not grant an employee the right to attend those meetings during his scheduled work hours.

## **Article 9: information**

**9.01** The Employer shall provide the Association, on a quarterly basis, with a list of all employees who have entered the bargaining unit and a list of all employees who have left the bargaining unit. The lists referred to herein shall include the name, employing department, geographical location and classification of the employee.

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

**9.03** Employees will be given electronic access to the collective agreement. Where electronic access to the agreement is unavailable or impractical, or upon request, the employee will be supplied with a printed copy of the agreement.

**9.04** Every three (3) months, the Employer shall provide the Association with an up-to-date list of employees indicating the Units to which they are assigned.

## **Article 10: leave for Association business**

### **10.01 Federal Public Sector Labour Relations and Employment Board hearings**

**a. Complaints made to the Federal Public Sector Labour Relations and Employment Board pursuant to Section 190(1) of the *Federal Public Sector Labour Relations Act***

Where operational requirements permit, in cases of complaints made to the Federal Public Sector Labour Relations and Employment Board pursuant to section 190(1) of the FPSLRA alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1) of the FPSLRA, the Employer will grant leave with pay:

- i. to an employee who makes a complaint on his own behalf before the Federal Public Sector Labour Relations and Employment Board,  
and
- ii. to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Association making a complaint.

**b. Applications for certification, representations and interventions with respect to application for certification**

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

- i. to an employee who represents the Association in an application for certification or in an intervention,  
and
- ii. to an employee who makes personal representations with respect to a certification.

**c. Employee called as a witness**

The Employer will grant leave with pay:

- i. to an employee called as a witness by the Federal Public Sector Labour Relations and Employment Board,  
and
- ii. where operational requirements permit, to an employee called as a witness by an employee or the Association.

### **10.02 Arbitration and public interest commission hearings and alternate dispute resolution process**

- a. Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Association before a Public Interest Commission or before the Federal Public Sector Labour Relations and Employment Board with regard to an arbitration proceeding, or in an Alternate Dispute Resolution Process.
- b. **Employee called as a witness**  
The Employer will grant leave with pay to an employee called as a witness by a Public Interest Commission or by the Federal Public Sector Labour Relations and Employment Board with regard to an arbitration proceeding and, where operational requirements permit, leave with pay to an employee called as a witness by the Association.

### **10.03 Adjudication**

- a. **Employee who is a party**  
Where operational requirements permit, the Employer will grant leave with pay to an employee who is a party.
- b. **Employee who acts as representative**  
Where operational requirements permit, the Employer will grant leave with pay to the representative of an employee who is a party.
- c. **Employee called as a witness**  
Where operational requirements permit, the Employer will grant leave with pay to a witness called by an employee who is a party.

### **10.04 Meetings during the grievance process**

- a. **Employee presenting grievance**  
If operational requirements permit, the Employer shall grant leave with pay to any employee whom it calls to a meeting or agrees to meet with.
- b. **Employee who acts as representative**  
Where an employee wishes to represent at a meeting with the Employer, an employee who has presented a grievance, the Employer will, where operational requirements permit, grant leave with pay to the representative when the meeting is held in the headquarters area of the representative and leave without pay when the meeting is held outside that area.
- c. **Grievance investigation**  
Where an employee has asked or is obliged to be represented by the Association in relation to the presentation of a grievance and an employee acting on behalf of the Association wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable leave with pay for this purpose when the discussion takes place in the

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

#### **10.05 Contract negotiations meetings**

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

#### **10.06 Preparatory contract negotiations meetings**

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

#### **10.07 Meetings between the Association and management**

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

#### **10.08 Association meetings**

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend meetings of the Association and organizations to which the Association is affiliated.

#### **10.09 Stewards' training courses**

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

#### **10.10 Full-time Association position**

Where operational requirements permit, the Employer will grant leave without pay to an employee elected to a full-time Association position for the duration of his term of office. Time spent on such leave shall be counted for pay increment and for service for the purpose of calculating vacation leave.

### **Article 11: deductions on behalf of the Association**

#### **11.01**

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



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

**11.02** For the purpose of applying clause 11.01, deductions from pay for each employee in respect of each month will start with the first (1st) full calendar month of employment, to the extent that earnings are available.

**11.03** The Association shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 11.01. The Association shall give at least three (3) months advance notice to the Employer of any amendments to the amount of the authorized monthly deductions.

**11.04** An employee, who satisfies the Association as to the bona fides of his claim and declares in an affidavit that he is a member of a religious organization whose doctrine prevents him as a matter of conscience from making financial contributions to an employee organization, and that he will make contributions equal to dues to a charitable organization registered pursuant to the *Income Tax Act*, shall not be subject to this article provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved. The Association will inform the Employer accordingly.

**11.05** From the date of signing and for the duration of this agreement, no employee organization, as defined in Section 2 of the *Federal Public Sector Labour Relations Act*, other than the Association, shall be permitted to have membership dues as mentioned in clause 11.01, and/or other monies deducted by the Employer from the pay of employees.

**11.06** The amounts deducted in accordance with clause 11.01 shall be remitted to the Association within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

**11.07** The Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Employer in connection with the deduction of the amount equal to the monthly membership dues.

## **\*\*Article 12: hours of work**

### **12.01 Normal workweek**

\*\*

- a. The normal workweek shall be thirty-seven decimal five (37.5) hours Monday through Friday (the normal workday being seven decimal five (7.5) hours worked between

7 am and 6 pm) except for employees covered by Article 19 (parliamentary leave and interpretation leave) or employees engaged in shift work.

- b. To meet ongoing operational requirements, the Employer may, notwithstanding paragraph 12.01(a), ask employees to complete their normal workday between 7 am and 9 pm. The Employer shall consult the Association's head office when it decides to use the present exceptional provision or to change a work schedule implemented according to this paragraph.

\*\*

- c. Before designating employees to work before 7 am or after 6 pm, the Employer shall call for qualified volunteers. In administrative units where no qualified volunteers are available, the Employer shall designate employees to work.
- d. The Employer shall give an employee thirty (30) calendar days' notice of initiation or termination of the work arrangements described in paragraph 12.01(b).
- e. When, due to exceptional circumstances, the Employer changes the employee's schedule pursuant to paragraph 12.01(b) less than thirty (30) calendar days before the coming into force of the new scheduled hours, the employee shall be paid double (2) time for the first (1st) working day of the new scheduled hours. The provisions of Note 5(m) to Appendix "A" shall apply to the rest of the period.
- f. An employee shall not work a schedule of hours pursuant to the terms of paragraph 12.01(b) for more than four (4) months, unless the employee agrees to extend the period and if no qualified person is available to replace him.
- g. Except in cases of emergency, where scheduled hours are to be changed so that they are different from those specified in paragraph 12.01(a) or from a work schedule implemented in accordance with 12.01(b), the Employer shall consult with the Association's head office on such hours of work and shall show that such hours are required to meet its operational requirements.
- h. Upon application by the employee, the Employer may authorize the employee to work his normal workday so it is different from that specified in paragraph 12.01(a). In such a case, the Employer shall consult the Association's head office beforehand.
- i. The employee shall not normally be required to submit an attendance report more than once a month.
- j. The Employer shall grant two (2) rest periods of fifteen (15) minutes each per normal workday, except if operational requirements do not permit it.

## **12.02 Compressed workweek**

- a. Where operational requirements permit and with the approval of the Employer, employees covered by paragraph 12.01(a) may complete their hours of work between 7 am and 8 pm, and other than on a five (5) day basis.
- b. Notwithstanding anything to the contrary contained in this agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to establish the hours of work.

### 12.03 Shift work employees

- a.
  - i. In the case of employees engaged in shift work, the standard hours of work shall be, on average, thirty-seven decimal five (37.5) hours each week, for the shift period.
  - ii. Where operational requirements permit, meal periods shall be granted to employees by the Employer.
  - iii. Where operational requirements permit, the days of rest of an employee shall be consecutive and shall in no case be less than two (2).
  - iv. In this clause, “shift work schedule” means the allocation of shifts over a period not to exceed two (2) consecutive months.
- b. The Employer shall endeavour by all means in its power to allocate shifts in such a way that:
  - i. employees shall rotate through the various shifts in such a manner that the requirements for working night shifts, evening shifts and weekends will be shared, to the extent that operational requirements will permit, by all employees covered by the shift schedule;
  - ii. employees are not required to work less than seven (7) hours or more than nine (9) hours for any one (1) shift;
  - iii. no shift shall be scheduled starting within the sixteen (16) hour period following the end of the employee’s last shift.
- c. Provided it will not result in additional costs to the Employer, employees in the same service may exchange shifts with the permission of the shift supervisor. Such permission shall not be unreasonably withheld. Once the exchange is approved, the work schedule shall then become the official shift work schedule for the service.
- d.
  - i. The Employer agrees that, before any change is made to a shift work schedule, the employees affected by such change shall, wherever possible, receive notice of such change at least seven (7) days in advance.
  - ii. When an employee is required to move from one (1) shift to another without receiving at least twenty-four (24) hours’ notice of such change, he shall be paid time and one half (1 1/2) for the first (1st) day of this new shift.
- e. Within the established rotational system, an employee who performs the functions of substitute may not be so assigned for a period exceeding two (2) consecutive months.

## 12.04 Interpreters

- a. On average, an interpreter's normal workday shall consist of six (6) hours of interpretation when part of a team of three (3) interpreters for a meeting in a single bilingual booth, (or a team of two (2) interpreters for a meeting in a trilingual booth), or approximately four (4) hours of interpretation when part of a team of two (2) interpreters for a meeting in a single bilingual booth.
- b. The number and make-up of the teams of interpreters shall be determined on the basis of the workload.
  - i. For simultaneous interpretation, the minimum number is:
 

In the case of meetings involving two (2) working languages, three (3) interpreters in a single bilingual booth working for up to six (6) hours (it being understood that a team should not normally work for more than four (4) consecutive hours); or

two (2) interpreters working for up to four (4) hours (it being understood that a team should not normally work for more than three (3) consecutive hours).

In the case of meetings involving three (3) working languages, at least two (2) interpreters per unilingual booth working for up to six (6) hours (it being understood that a team should not normally work for more than four (4) consecutive hours).

In the case of meetings involving four (4) working languages, at least two (2) interpreters per unilingual booth working for up to six (6) hours, and three (3) interpreters where conditions warrant (it being understood that a team should not normally work for more than four (4) consecutive hours).

At the House of Commons, teams shall consist of three (3) interpreters per booth and should not normally work for more than six (6) consecutive hours. The Employer, after consultation with the Association, shall establish the roster of interpreters accordingly.
  - ii. For consecutive, elbow or escort interpretation, the number of interpreters on the team shall normally be at least two (2) interpreters working a six (6) hour day.
- c. The total hours of work may vary depending on operational requirements. However, the hours of work shall be balanced on a monthly basis or, when possible, twice a month, with the Employer making every reasonable effort not to assign more than thirty-seven decimal five (37.5) hours of work per week, as a general rule. Work shall be calculated in hours, with one hour of interpretation equalling one decimal two five (1.25) hours of work in the case of a team of three (3) interpreters and one decimal eight seven five (1.875) hours of work in the case of a team of two (2) interpreters in a meeting involving two working languages working in a single bilingual booth.

For elbow, consecutive or escort interpretation, one (1) hour of interpretation shall equal one decimal eight seven five (1.875) hours of work when the interpreter is alone and one decimal two five (1.25) hours of work when the interpreter is part of a team.

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

- d. As a general rule, interpretation assignments shall be scheduled within time blocks that begin at the time the interpreter is required to report for duty and end twelve (12) hours later. The interpretation time of each assignment is counted in minutes, beginning at the time recorded on the interpreter's program and ending at the time the interpreter's presence is no longer required.
- e. Where operational requirements allow it, the Employer, when scheduling the interpreter's program, shall normally allow for a twelve (12) hour interval between the end of the interpreter's workday and the start of his or her next time block.
- f. Where operational requirements allow it, the Employer shall grant the interpreter two (2) consecutive days of rest during each seven (7) calendar day period. Should it not be possible to grant such a rest period, these days of rest shall be reinstated as soon as possible through the operation of the monthly balancing process set out in paragraph (c) above.
- g. Pursuant to paragraph (c), the Employer shall post the interpreters' weekly and cumulative hours worked. Moreover, where the Conference Interpretation Service is concerned, the Employer shall post fortnightly the assignment program for the next two (2) weeks.
- h. An interpreter whose interpretation assignment is cancelled and who is not reassigned for an equivalent period during the same time block shall be deemed to have performed duties other than interpretation during the idle portion of the scheduled assignment.
- i. An interpreter who is required by the Employer to be on standby for a specified period shall remain available for the duration of that period at a known telephone number and shall stand ready to report for duty as quickly as possible if called. This period shall be deemed part of the time block for the purposes of paragraph (d).

#### **12.05 Special work arrangement for the translators**

- a.
  - i. Notwithstanding clause 12.01, following a call for qualified volunteers issued by the Employer to meet operational requirements, or at the request of the employee, with the concurrence of the manager, an employee may adopt a five-day week which includes Saturday or Sunday or those two (2) days and may work between seven (7) am and midnight.
  - ii. Notwithstanding paragraph 12.02(a), the employee may work a compressed workweek in accordance with the conditions outlined in subparagraph 12.05(a)(i).
  - iii. An employee who adopts a workweek in accordance with subparagraph 12.05(a)(i) will be given at least two consecutive days of rest.

- iv. The provisions of Note (n) to Appendix “A” apply.
- b.
- i. Where an employee agrees to change his normal workweek pursuant to paragraph 12.05(a), the Employer shall allow thirty (30) calendar days before the change takes effect.
  - ii. An employee who has adopted a work schedule under paragraph 12.05(a) may terminate the arrangement by giving thirty (30) calendar days’ notice.
  - iii. The Employer may terminate the work arrangement adopted under paragraph 12.05(a) by giving the employee thirty (30) calendar days’ notice.
  - iv. The thirty (30) days’ notice may be changed if there is mutual consent regarding the transition arrangements.
  - v. Subject to operational requirements, the Employer may authorize telework for an employee who has voluntarily agreed to a special work arrangement.

## **\*\*Article 13: overtime**

### **13.01 Exclusion**

This article does not apply to employees covered by Article 19 (parliamentary leave and interpretation leave).

### **13.02 General**

- a. All calculations for overtime shall be based on each completed quarter (1/4) hour.
- b. Employees shall record starting and finishing times of overtime work in a form determined by the Employer.
- c. Except in cases of emergency, call-back, or mutual agreement, the Employer shall, wherever possible, give at least twelve (12) hours’ notice of any requirement for the performance of overtime.
- d. Where operational requirements permit, the Employer shall make every reasonable effort to allocate overtime work on an equitable basis among employees who are deemed qualified by the Employer, provided the Employer endeavours to allocate overtime first to those employees who have indicated a willingness to work overtime.
- e. The Employer will endeavour to make payments for overtime in the month following the month in which the overtime was worked.

### **13.03 Compensation**

- a. The employee required to work overtime during the normal workweek shall be granted compensation at time and one half (1 1/2) for the first seven decimal five (7.5) consecutive hours of overtime worked on a normal workday and double (2) time after that.

- b. If, exceptionally, an employee is asked to work more than twenty-four (24) hours without interruption, every hour in excess of twenty-four (24) is compensated at double (2) time until the Employer makes the necessary arrangements to ensure the employee gets an eight (8) hour period during which he does not have to work. If the Employer calls an employee back to work before the end of said eight (8) hour period, the employee goes on receiving compensation at double (2) time.

### **13.04 Compensation for work on day of rest**

Subject to clause 13.02:

- a. An employee who is required to work on a day of rest shall be compensated at time and one half (1 1/2) for the first seven decimal five (7.5) hours and double (2) time after that;
- \*\*
- b. an employee who is required to work on a second (2nd) day of rest shall be compensated at double (2) time. Second (2nd) day of rest means the second (2nd) day in an unbroken series of consecutive and contiguous calendar days of rest;
- \*\*
- c. notwithstanding paragraph (b) above, if, within an uninterrupted series of consecutive and contiguous calendar days of rest, the Employer authorizes the employee to work the required overtime on a day of rest requested by the employee, the employee shall be paid time and one half (1 1/2) for the first (1st) day of work;
  - d. when an employee works on a day of rest consecutive and contiguous to a designated paid holiday on which he also worked all or part of the day, he shall be compensated at double (2) time for all the hours worked on that day of rest;
  - e. where an employee is required to and does report for work on a day of rest, the employee shall be paid the greater of the following:
    - i. three (3) hours' compensation at the applicable overtime rate, only once during an eight (8) hour period,
    - or
    - ii. compensation at the applicable overtime rate for the hours actually worked.

### **13.05 Compensation for work on a designated paid holiday**

- a. When an employee is required to work on a designated paid holiday, he shall be paid, in addition to his normal daily rate of pay, on the basis of time and one half (1 1/2) for the first seven decimal five (7.5) hours and double (2) time after that;
- b. when an employee works on a designated paid holiday consecutive and contiguous to a day of rest on which he also worked all or part of the day, he shall be paid, in addition to his normal straight-time hourly rate, on the basis of double (2) time;

- c. when an employee works on a second (2nd) designated paid holiday consecutive and contiguous to a first (1st) designated paid holiday on which he also worked all or part of the day, he shall be paid, in addition to his normal straight-time hourly rate, on the basis of double (2) time for all the hours worked on the second (2nd) designated paid holiday. Second (2nd) designated paid holiday means the second (2nd) day in an unbroken series of consecutive and contiguous calendar designated paid holidays.
- d. where an employee is required to and does report for work on a designated paid holiday, the employee shall be paid the greater of the following:
  - i. three (3) hours compensation at the applicable overtime rate, only once during an eight (8) hour period,
  - or
  - ii. compensation at the applicable rate under paragraphs 13.05(a), (b) or (c).

### **13.06 Compensation for shift work**

Employees working shifts shall be granted compensation as follows:

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

### **13.07 Call-back pay**

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

- a. three (3) hours' compensation at the applicable overtime rate, only once during an eight (8) hour period,
- or
- b. compensation at the applicable overtime rate for the hours actually worked.

### **13.08 Standby pay**

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



- b. An employee on standby who is called in to work by the Employer and who reports for work shall be compensated in accordance with clause 13.07.
- c. An employee required to be on standby duty shall be available during the period of standby at a known telephone number and be able to report for duty as quickly as possible if called.
- d. No standby duty payment shall be granted if the employee is unable to report for duty when required.
- e. The Employer shall endeavour to allocate standby duties equitably among employees and shall first call for volunteers within the service where standby is required. Except in cases of emergency, the Employer shall also endeavour to give reasonable advance notice to the employee required to be on standby.

**13.09** Payments made under paragraph 13.04(c) and clauses 13.07 and 13.08 shall not be pyramided; that is, an employee shall not receive more than one (1) compensation for the same service.

### **13.10 Compensatory leave**

- a. At the employee's request, compensation earned under this article is paid or converted into compensatory leave credits. Such credits being granted subject to operational requirements.
- b. Compensatory leave credits are calculated by dividing the compensation to which the employee is entitled under this article by the straight-time hourly rate which applies to the employee.
- c. Compensatory leave credits earned but not used by the end of a twelve (12)-month period, as determined by the Employer and that remain outstanding by the end of the next four (4)-month period, shall be converted and paid by multiplying the number of credit hours by the straight-time hourly rate which applied to the employee on the last day of the twelve (12)-month period.

Compensatory leave credits earned under this paragraph shall be used before any other compensatory leave credits earned thereafter.

### **13.11 Meal reimbursement**

- a. An employee who works three (3) or more hours of overtime immediately before or following his scheduled hours of work shall be reimbursed for one (1) meal in the amount of twelve dollars (\$12.00) except when the meal has been provided free to the employee.
- b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one (1) additional meal in the amount of twelve dollars (\$12.00), except when the meal has been provided free to the employee.

- c. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

## **\*\*Article 14: travelling time**

**14.01** Where an employee is required by the Employer to travel outside his headquarters area and on government business, as these expressions are normally defined by the Employer, and when such travel is approved and the means of travel determined by the Employer, the employee shall be compensated only in accordance with clause 14.03, except in the case of employees covered by Article 19, who are not entitled to any additional compensation. However, in the case of interpreters, the travel shall be deemed to be duties other than interpretation for the purposes of clause 12.04 and its duration shall be calculated in accordance with clause 14.02.

**14.02** The travelling time to be compensated is as follows:

- a. for travel by public transportation, the time between the regularly scheduled time of departure and the actual time of arrival at a destination and, in the case of travel by aircraft, the scheduled limousine time to and from the airport;
- b. for travel by privately owned automobile, the normal time as determined by the Employer to drive from the employee's place of residence directly to his destination and return.

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

- a. on a normal workday during which he travels but does not work, he shall receive his normal day's pay;
- b. on a normal workday during which he travels and works, he shall be paid:

- i. at the straight-time hourly rate for the first seven decimal five (7.5) hours, and

\*\*

- ii. at the applicable overtime rate for the additional travelling time in excess of seven decimal five (7.5) hours as mentioned in subparagraph 14.03(b)(i), to a maximum of fifteen (15) hours at the straight-time hourly rate;

\*\*

- c. on a day of rest or a designated paid holiday, he shall be paid at the applicable overtime rate to a maximum of fifteen (15) hours' pay at the straight-time hourly rate.

**14.04** Upon application by the employee, or at the request of the Employer and with the concurrence of the employee, the Employer may meet any obligation to pay compensation to an employee under this article by granting to that employee compensatory leave in lieu of such compensation. Compensatory leave not used by the end of a twelve (12) month period, as determined by the Employer, will be paid by multiplying the number of hours to be cashed by

the straight-time hourly rate which applied to the employee on the last day of this twelve (12) month period.

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

**14.06** 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.

**14.07 Travel status leave**

- a. An employee who is required to travel outside his headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for forty (40) nights during a fiscal year shall be granted one (1) day off with pay. The employee shall be credited with one (1) additional day off for each additional twenty (20) nights that the employee is away from his permanent residence to a maximum of eighty (80) additional nights.
- b. The maximum number of days off earned under this clause shall not exceed five (5) days in a fiscal year and shall accumulate as compensatory leave with pay.
- c. This leave with pay is deemed to be compensatory leave and is subject to paragraph 13.10(c).
- d. The provisions of this clause do not apply when the employee travels to attend courses, training sessions, professional conferences and seminars.

**Article 15: pay**

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

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

- a. the pay specified in Appendix "A" for the classification of the position to which he is appointed, if the classification coincides with that prescribed in his letter of offer,  
or
- b. the pay specified in Appendix "A" for the classification prescribed in his letter of offer, if that classification and the classification of the position to which he is appointed do not coincide.

**15.03**

- a. The rates of pay set forth in Appendix "A" shall become effective on the dates specified.

- b. Where the rates of pay set forth in Appendix “A” have an effective date prior to the date of signing of this agreement, the following shall apply:
- i. “retroactive period” for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before 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 the case of death, the estates of former employees who were employees in the bargaining unit during the retroactive period;
  - iii. for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is immediately shown below the rate of pay being received prior to the revision;
  - iv. for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the *Terms and Conditions of Employment Directive*, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay immediately shown below the rate of pay being received prior to the revision;
  - v. no payment or no notification shall be made pursuant to paragraph 15.03(b) for one dollar (\$1.00) or less.

**15.04** The qualifying period for the payment of acting pay for employees is three (3) consecutive working days or shifts. This payment will be made in accordance with existing regulations.

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

**15.06** When an employee at the TR-02, TR-03 or TR-04 level who is not an interpreter is assigned by the Employer to interpretation duties for a temporary period, he shall be entitled to an amount of forty dollars (\$40.00) per day in addition to his regular pay but such amount shall not be granted for the time spent in training for such duties.

#### **15.07 Shift premium**

- a. An employee who works shifts shall receive a shift premium of two dollars (\$2.00) per hour for all hours worked between 4 pm and 8 am, including overtime. This premium shall not be paid for hours worked between 8 am and 4 pm.
- b. An employee who works shifts shall receive an additional premium of two dollars (\$2.00) per hour for hours of work regularly scheduled and worked on Saturdays and/or Sundays. This premium shall not apply to overtime hours.

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

**\*\*Article 16: designated paid holidays**

**16.01** Subject to clause 16.02, the following days shall be designated paid holidays for employees:

- a. New Year's Day,
- b. Good Friday,
- c. Easter Monday,
- d. the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
- e. Canada Day,
- f. Labour Day,
- g. the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- h. Remembrance Day,
- i. Christmas Day,
- j. Boxing Day,
- k. one (1) additional day that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first (1st) Monday in August, and
- l. one (1) additional day when proclaimed by an act of Parliament as a National Holiday.

\*\*

**For more clarity, employees who do not work on a designated paid holiday are entitled to receive seven decimal five (7.5) hours' pay calculated at straight time.**

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

**16.03 Holiday falling on a day of rest**

- a. When a day designated as a paid holiday under clause 16.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first (1st) normal day of work following his day of rest. When a day designated as a paid holiday is moved to a day on which the employee is on paid leave, the day shall be counted as a holiday and not as a day of leave.

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

**16.04** For the purposes of paragraph 12.04(c), the day designated as a paid holiday counts as seven decimal five (7.5) hours of duties other than interpretation, in addition to the hours of work the interpreter may have performed that day.

## **Article 17: leave, general**

### **17.01**

- a. When an employee becomes subject to this agreement, his earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this agreement, his earned hourly leave credits shall be reconverted into days, with one (1) day being equal to seven decimal five (7.5) hours.
- b. Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.

### **17.02**

- a. Leave is counted in hours, the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
- b. Notwithstanding the above, in clause 21.02 (bereavement leave), a “day” will mean a calendar day.

**17.03** When the employment of an employee who has been granted more annual or sick leave with pay than he has earned is terminated by death or by lay-off after two (2) or more complete years of continuous employment, the employee is considered to have earned the amount of leave with pay granted to him.

**17.04** In the event of termination of employment, the Employer recovers from any monies owed to the employee an amount equivalent to annual, sick, parliamentary or interpretation leaves granted to the employee but not earned by him.

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

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

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

**17.08** Except as otherwise indicated in this agreement, when leave without pay of a duration exceeding three (3) months is granted to an employee for reasons other than illness, the total duration of the leave granted shall be deducted from the calculation of the employee's period of continuous employment for the purpose of calculating severance pay and of service for the purpose of calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes.

## **\*\*Article 18: annual leave**

### **18.01 Credits**

- a. An employee who has earned at least seventy-five (75) hours' pay for each calendar month of a fiscal year shall earn annual leave at the following rates:
  - i. nine decimal three seven five (9.375) hours at the employee's straight-time hourly rate until the month in which the anniversary of the employee's eighth (8th) year of service occurs (fifteen (15) days per year);
  - ii. twelve decimal five (12.5) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's eighth (8th) year of service occurs (twenty (20) days per year);
  - iii. thirteen decimal seven five (13.75) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's sixteenth (16th) year of service occurs (twenty-two (22) days per year);
  - iv. fourteen decimal three seven five (14.375) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's seventeenth (17th) year of service occurs (twenty-three (23) days per year);
  - v. fifteen decimal six two five (15.625) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's eighteen (18th) year of service occurs (twenty-five (25) days per year);
  - vi. sixteen decimal eight seven five (16.875) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the

- employee's twenty-seventh (27th) year of service occurs (twenty-seven (27) days per year);
- vii. eighteen decimal seven five (18.75) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's twenty-eight (28th) year of service occurs (thirty (30) days per year).

\*\*

- b. For the purpose of paragraph (a) only, all service within the public service, at the Library of Parliament or at the Office of the Parliamentary Budget Officer, whether continuous or discontinuous, shall count toward annual leave, except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the public service within one (1) year following the date of lay-off.

For greater certainty, severance termination benefits taken under clauses 22.05 to 22.08 of Appendix C, or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not left the public service.

- c. For the purpose of paragraph (b) only, effective April 1, 2012, on a go-forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.

## 18.02 Granting of annual leave

- a. In granting annual leave with pay to an employee the Employer shall, subject to the operational requirements of the service, make every reasonable effort:
- i. to schedule the employee's annual leave during the fiscal year in which it is earned if so requested by the employee before May 1;
  - ii. to schedule the annual leave for at least two (2) consecutive weeks, if so requested by the employee before May 1;
  - iii. to comply with any request made by an employee before January 31 that he be permitted to use in the following fiscal year any period of annual leave of four (4) days or more earned by him in the current year;
  - iv. to schedule annual leave when specified by the employee if the period of annual leave requested is less than a week, and if the employee gives the Employer at least two (2) days' advance notice for each day of annual leave requested.
- b. The Employer may for good and sufficient reason grant annual leave on shorter notice than that provided for in paragraph (a).
- c. During his first six (6) months of continuous employment, an employee is only entitled to annual leave with pay to the extent of his earned credits.



- d. An employee with six (6) months of continuous employment may take in advance a number of days of annual leave equal to the credits he is expected to earn during the year in question.
- e. With respect to employees to whom Article 19 applies, the granting of annual leave is subject to operational requirements and such leave must normally be taken during periods of low demand in the fiscal year for which it is granted.

### **18.03 Displacement of annual leave**

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

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

### **18.04 Carry-over, exhaustion and conversion of annual leave**

- a. Employees must normally take all of their annual leave during the fiscal year in which it is earned.
- b. Where in any fiscal year, an employee has not been granted all of the annual leave credited to him, the unused portion of his annual leave shall be carried over into the following year, except that the unused portion of annual leave in excess of two hundred and twenty-five (225) hours shall be automatically converted and paid, by multiplying the number of days to which the excess leave credits correspond by the daily rate of pay which applied to the employee on the last day of the preceding fiscal year.
- c. Upon written application by the employee and approval by the Employer, earned but unused annual leave credits of less than two hundred and twenty-five (225) hours days shall be converted and paid. The amount shall be calculated by multiplying the number of days to which the unused portion of annual leave credits correspond by the daily rate of pay which applied to the employee on the last day of the preceding fiscal year.

### **18.05 Recall from annual leave**

- a. Where operational requirements permit, the Employer shall make every reasonable effort not to recall an employee to duty after he has proceeded on annual leave.

- b. Where, during any period of annual leave, an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs:
  - i. in proceeding to his place of duty,  
and
  - ii. in returning to the place from which he was recalled if he immediately resumes his annual leave upon completing the assignment for which he was recalled,

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

#### **18.06 Cancellation of annual leave**

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

#### **18.07 Conversion and payment of annual leave credits when employment terminates**

- a. Upon termination of employment, the employee shall receive an amount equal to the product obtained by multiplying the number of days of earned but unused annual leave by the daily rate of pay which applied to the employee on the day on which his employment was terminated. Where an employee dies, this amount will be paid to his estate.
- b. Notwithstanding paragraph (a), an employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in paragraph (a) if he requests it within six (6) months following the date upon which his employment is terminated.
- c. Notwithstanding paragraph (a), an employee who resigns to accept an appointment with a separate Employer covered by Schedule V of the *Financial Administration Act* may choose not to be paid for his earned but unused annual leave, provided that the separate Employer agrees to accept such credits.

#### **18.08 Complementary leave without pay**

- a. If an employee has used all the annual, parliamentary and interpretation leave credits to which he is entitled in the year, the Employer may at its discretion grant the employee, during the current fiscal year, a maximum of seventy-five (75) hours of complementary leave without pay, to be taken consecutively or otherwise.

- b. The employee shall give two (2) days' advance notice for each day of complementary leave without pay requested.
- c. The Employer may for good and sufficient reason grant complementary leave without pay on shorter notice than that provided for in paragraph (b).
- d. An employee may not take complementary leave without pay during his first six (6) months of continuous employment.

### **18.09**

- a. The employee shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in paragraph 18.01(b).
- b. The vacation leave credits provided in paragraphs 18.09(a) above shall be excluded from the application of paragraph 18.04 dealing with the carry-over and/or liquidation of vacation leave.

### **18.10 Employer notice**

The Employer shall give an employee as much notice as is practicable and reasonable of approval, denial or cancellation of a request for vacation leave. In the case of denial, alteration or cancellation of such leave, the Employer shall give the written reason thereof, upon written request from the employee.

## **Article 19: parliamentary leave and interpretation leave**

### **19.01 Parliamentary leave and interpretation leave**

- a.
  - i. In addition to their annual leave, employees assigned to parliamentary service and who are normally required to perform workdays of varying length with irregular hours shall receive special compensation in the form of parliamentary leave pro-rated to the number of days worked by the employee for the Employer during the fiscal year.
  - ii. Employees assigned to parliamentary service and who normally translate documents other than the debates of the House of Commons and of the Senate are subject to Article 19 on the same basis as employees contemplated by subparagraph (i) regardless of the hours of work set by the Employer.
  - iii. In addition to their annual leave, interpreters assigned to the interpretation of conferences or to the visual service shall receive special compensation in the form of interpretation leave pro-rated to the number of days worked by the interpreter for the Employer during the fiscal year.
  - iv. Notwithstanding the provisions of paragraph 19.01(a), an employee at the TR-01 level assigned to the parliamentary service, to the interpretation of conferences or to the visual service within the context of an Employer's training program for

parliamentary translation or interpretation is only covered by this article during the second (2nd) year of said program. During the first (1st) year of the training program he is subject to those provisions of the agreement that do not apply to employees covered by the present article.

- b. The maximum number of days of parliamentary or interpretation leave is forty (40) per fiscal year, except in the case of employees with more than twelve (12) years of employment in parliamentary service or in interpretation, in which case the maximum is fifty (50) days per fiscal year, and except in the case of TR-01 employees mentioned in (iv) above, in which case the maximum is twenty (20) days per fiscal year.
- c. An employee is entitled to the maximum number of days of parliamentary or interpretation leave if, during the fiscal year, he has worked a minimum number of days obtained by subtracting from two hundred and sixty-one (261) days the number of designated paid holidays, the number of annual and parliamentary or interpretation leave credits carried over and the maximum number of annual and parliamentary or interpretation leave credits for which the employee is normally eligible for the current fiscal year.
- d. The granting of parliamentary or interpretation leave is subject to operational requirements and such leave must normally be taken during periods of low demand in the fiscal year for which it is granted. If operational requirements do not permit the Employer to grant parliamentary or interpretation leave during the fiscal year, such leave must be granted before the end of the following fiscal year.
- e. If an employee is granted parliamentary or interpretation leave in advance and, at the end of the fiscal year, has been granted more leave of this type than earned, the maximum number of days referred to in paragraph (b) shall be reduced accordingly.
- f. Where operational requirements permit, the Employer shall make every reasonable effort to grant an employee entitled under this clause, once per fiscal year, a period of eight (8) consecutive weeks of parliamentary or interpretation leave or a combination of such leave and annual leave.

#### **19.02 Call-back from parliamentary leave or interpretation leave**

- a. Where operational requirements permit, the Employer shall make every reasonable effort not to call back an employee once he is on parliamentary leave or interpretation leave.
- b. When an employee is called back to work, during any period of his parliamentary or his interpretation leave, he shall be reimbursed reasonable expenses, as usually defined by the Employer, incurred by him:
  - i. to go to his work location,  
and
  - ii. to return to the point whence he was called back if he resumes his leave immediately after performing the duties for which he was called back, subject to submitting vouchers usually required by the Employer.

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

### **19.03 Meal**

- a. The Employer agrees to provide a meal to Debates employees when the Senate and the House of Commons sit for a combined total of more than thirteen (13) hours; if no meal is provided, the Employer shall pay employees a meal allowance of twelve dollars (\$12.00).
- b. For parliamentary service, with the exception of Debates employees, the Employer agrees to provide a meal to employees who work for a continuous period of ten decimal five (10.5) hours or more. If no meal is provided, the Employer shall pay employees a meal allowance of twelve dollars (\$12.00).
- c. If the interpreter's hours are extended by three or more hours over what had been scheduled, the Employer, if failing to provide a meal, provides him with a meal allowance of twelve dollars (\$12.00).

### **19.04 Notice from the Employer**

The Employer notifies the employee as soon and as reasonably in advance as possible regarding the approval, refusal or cancellation of a request for parliamentary leave or interpretation leave. In the event of a refusal of, change to or cancellation of those leaves, the Employer, upon written request from the public servant, provides the reason for it in writing.

### **19.05 Cancellation of a parliamentary leave or interpretation leave**

When the Employer cancels or changes a period of parliamentary or interpretation leave that it had previously approved in writing, it reimburses the employee for the non-refundable portion of the vacation contracts that the latter had signed and the reservations that he/she had made for the period in question, subject to submission of any documents that the Employer may require. The employee must do his/her utmost to limit the losses that he/she incurred and, if possible, provide the Employer with evidence of his/her efforts for that purpose.

## **Article 20: sick leave**

### **20.01 Credits**

- a. An employee shall earn sick leave credits at the rate of one and one quarter (1 1/4) days for each calendar month for which he receives pay for at least ten (10) days.
- b. An employee working shifts shall earn additional sick leave credits at the rate of one sixth (1/6) of a day for each calendar month during which he works shifts and receives pay for at least ten (10) days. Such credits shall not be carried over in the next fiscal

year and are available only if the employee has already used fifteen (15) sick leave credits during the current fiscal year.

### **20.02 Granting of sick leave**

- a. An employee shall be granted sick leave with pay when he is unable to perform his duties because of illness or injury provided that:
  - i. he satisfies the Employer of this condition in such a manner and at such a time as may be determined by the Employer, and
  - ii. he has the necessary sick leave credits.
- b. Unless the employee is otherwise informed by the Employer, a statement signed by him stating that because of this illness or injury he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirements of subparagraph (i).
- c. An employee shall not be granted sick leave with pay during any period in which he is on leave without pay, or under suspension.

### **20.03 Advance of credits**

- a. When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 20.02, advanced sick leave with pay may, at the discretion of the Employer, be granted to an employee to cover one or several periods of sick leave for a total overdraft of twenty-five (25) days, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- b. 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, and the number of days of injury-on-duty leave granted is added back to his sick leave credits.

### **20.04 Reinstatement of credits**

Sick leave credits earned but unused by an employee who was terminated by reason of layoff shall be restored if the employee is reappointed in the public service within two (2) years from the date of layoff.

## **\*\*Article 21: other leave**

### **21.01 General**

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

## 21.02 Bereavement leave

\*\*

For the purposes of this clause, “family” is defined as any relative permanently residing in the employee’s household or with whom the employee permanently resides, and the employee’s father, mother (or, alternatively, stepfather, stepmother, or foster parent), brother, sister, stepbrother, stepsister, spouse, (including common-law partner resident with the employee), child, (including child of common-law partner), stepchild, ward of the employee or foster child, grandchild, grandparent, son-in-law, daughter-in-law, father-in-law, mother-in-law, and a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

- a. When a member of his family dies, an employee shall be granted a bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death. During such period he shall be paid for those days which are not regularly scheduled days of rest for that employee. In addition, the employee may be granted up to three (3) days’ leave with pay for the purpose of travel related to the death.
- b. At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.
- c. When requested to be taken in two (2) periods:
  - i. The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
  - ii. The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony;
  - iii. The employee may be granted no more than three (3) days’ leave with pay, in total, for the purposes of travel for these two (2) periods.

\*\*

- d. An employee is entitled to one (1) day’s bereavement leave with pay for the purpose related to the death of his brother-in-law, sister-in-law and grandparents of spouse.

\*\*

- e. If, during a period of paid leave, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave with pay under this article, the employee shall be granted bereavement leave with pay and his paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- f. 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 or in a manner other than that provided for in this article.

\*\*

- g. An employee is entitled to one (1) day's bereavement leave with pay for the purpose of the death of a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee only once in the employee's total employment period in the public service.

### **21.03 Maternity leave without pay**

- a. An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
- b. Notwithstanding paragraph (a):
  - i. where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
  - or
  - ii. where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.

- c. The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- d. The Employer may require an employee to submit a medical certificate certifying pregnancy.
- e. An employee who has not commenced maternity leave without pay may elect to:
  - i. use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
  - ii. use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 20 (sick leave). For purposes of this subparagraph, the terms "illness" or "injury" used in Article 20 (sick leave) shall include medical disability related to pregnancy.



- f. An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- g. Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

#### **21.04 Maternity allowance**

- a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
  - i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
  - ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer, and
  - iii. has signed an agreement with the Employer stating that:

\*\*

- A. she will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*, on the expiry date of her maternity leave without pay unless the return-to-work date is modified by the approval of another form of leave;
- B. following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;

\*\*

- C. should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer

for an amount determined as follows:

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

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A), within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- b. For the purpose of sections (a)(iii)(B) and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
  - i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
  - ii. for each week that the employee receives a maternity benefit under the Employment Insurance or the Quebec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate of pay and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period, and
  - iii. where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
- d. At the employee's request, the payment referred to in subparagraph 21.04(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Quebec Parental Insurance Plan maternity benefits.
- e. The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be

required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance* in Quebec.

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

#### **21.05 Special maternity allowance for totally disabled employees**

- a. An employee who:
  - i. fails to satisfy the eligibility requirement specified in subparagraph 21.04(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance or Quebec Parental Insurance Plan maternity benefits, and
  - ii. has satisfied all of the other eligibility criteria specified in subparagraph 21.04(a), other than those specified in sections (A) and (B) of subparagraph 21.04(a)(iii),

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

- b. An employee shall be paid an allowance under this clause and under clause 21.04 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or the Quebec Parental Insurance Plan had she not been disqualified from Employment Insurance or Quebec Parental Insurance Plan maternity benefits for the reasons described in subparagraph (a)(i).

### **21.06 Parental leave without pay**

\*\*

- a. Where an employee has or will have the actual care and custody of a newborn child (including the newborn child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for either:
  - i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option),  
or
  - ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option)

beginning on the day on which the child is born or the day on which the child comes into the employee's care.

\*\*

- b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for either:
  - i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option),  
or
  - ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option)

beginning on the day on which the child comes into the employee's care.

\*\*

- c. Notwithstanding paragraphs (a) and (b) above, at the request of an employee, the parental leave can be taken in two (2) periods of consecutive weeks.
- d. Notwithstanding paragraphs (a) and (b):
  - i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave

without pay,

or

- ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

- e. An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the commencement date of such leave.
- f. The Employer may:
  - i. defer the commencement of parental leave without pay at the request of the employee;
  - ii. grant the employee parental leave without pay with less than four (4) weeks' notice;
  - iii. require an employee to submit a birth certificate or proof of adoption of the child.
- g. Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

## 21.07 Parental allowance

\*\*

Under the Employment Insurance (EI) benefit plan, parental allowance is payable under two options, either:

- Option 1: standard parental benefits, clause 21.07, paragraphs (c) to (k),  
or
- Option 2: extended parental benefits, clause 21.07, paragraphs (l) to (t).

Once an employee elects the standard or extended parental benefits and the weekly benefit top-up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.

Under the Quebec Parental Insurance Plan (QPIP), parental allowance is payable only under Option 1: standard parental benefits.

### Parental allowance administration

- a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), or (l) to (r), providing he or she:
  - i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
  - ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance Plan or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer,  
and

\*\*

- iii. has signed an agreement with the Employer stating that:
  - A. the employee will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*, on the expiry date of his/her parental leave without pay, unless the return-to-work date is modified by the approval of another form of leave;
  - B. following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the standard parental allowance, in addition to the period of time referred to in section 21.04(a)(iii)(B), if applicable. Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 21.04(a)(iii)(B), if applicable.

\*\*

- C. should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

(allowance received)	X	(remaining period to be worked as specified in (B) following his or her return to work)
		[total period to be worked as specified in (B)]

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A), within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

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

\*\*

### **Option 1: standard parental allowance**

- c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee on parental leave without pay as described in subparagraph 21.06(a)(i) and (b)(i), has elected to receive Standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for the waiting period, less any other monies earned during this period;
  - ii. for each week the employee receives parental, adoption or paternity benefits under the Employment Insurance or the Quebec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate of pay and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
  - iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity under the Quebec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period

- of up to two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period;
- iv. where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Quebec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period;
  - v. where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance Plan and thereafter remains on parental leave without pay, she/he is eligible to receive a further parental allowance at ninety-three per cent (93%) of his or her weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1) week allowance contained in subparagraph 21.04(c)(iii) for the same child;
  - vi. where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraphs 21.04(c)(iii) and 21.07(c)(v) for the same child.
- d. At the employee's request, the payment referred to in subparagraph 21.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance Plan.
  - e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance* in Quebec.
  - f. The weekly rate of pay referred to in paragraph (c) shall be:
    - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
    - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
  - g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.



- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- i. Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- k. The maximum combined, shared maternity and standard parental allowances payable under this collective agreement shall not exceed fifty-seven (57) weeks for each combined maternity and parental leave without pay.

\*\*

### **Option 2: extended parental allowance**

- 1. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
  - i. where an employee on parental leave without pay as described in subparagraph 21.06(a)(ii) and (b)(ii), has elected to receive Extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for the waiting period, less any other monies earned during this period;
  - ii. for each week the employee receives parental benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate (and the recruitment and retention "terminable allowance" if applicable) and the parental benefit, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;
  - iii. where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 21.04(c)(iii) for the same child.
  - iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of

one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 21.04(c)(iii) for the same child;

- m. At the employee’s request, the payment referred to in subparagraph 21.07(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- o. The weekly rate of pay referred to in paragraph (l) shall be:
  - i. for a full-time employee, the employee’s weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;
  - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee’s straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- p. The weekly rate of pay referred to in paragraphs (l) shall be the rate (and the recruitment and retention “terminable allowance” if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.
- q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee’s deferred remuneration or severance pay.
- t. The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

### **21.08 Special parental allowance for totally disabled employees**

- a. An employee who:
  - i. fails to satisfy the eligibility requirement specified in subparagraph 21.07(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the

Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Quebec Parental Insurance Plan benefits, and

- ii. has satisfied all of the other eligibility criteria specified in paragraph 21.07(a), other than those specified in sections (A) and (B) of subparagraph 21.07(a)(iii),

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

- b. An employee shall be paid an allowance under this clause and under clause 21.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Quebec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Quebec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

### **21.09 Leave without pay for the care of family**

An employee shall be granted leave without pay for the care of immediate family in accordance with the following conditions:

\*\*

- a. For the purpose of this clause, family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of spouse or common-law partner), stepchild or ward of the employee, foster child, grandchildren, parents (including step-parents or foster parent), brother, sister, stepbrother, stepsister, mother-in-law, father-in-law, grandparents of the employee or any relative permanently residing in the employee's household or with whom the employee permanently resides, and a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.
- b. Subject to paragraph (a), up to five (5) years leave without pay during an employee's total period of employment in the public service may be granted under this article. Leave granted under this paragraph shall be for a minimum period of three (3) weeks.
- c. An employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given.
- d. An employee who has proceeded on leave without pay may change his return-to-work date if such change does not result in additional costs to the Employer.

- e. Leave granted for a period of less than one (1) year shall be scheduled in a manner which ensures continued service delivery.

\*\*

### **21.10 Caregiving leave**

- a. An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults may be granted leave without pay while in receipt of or awaiting these benefits.
- b. The leave without pay described in paragraph 21.10(a) shall not exceed twenty-six (26) weeks for compassionate care benefits, thirty-five (35) weeks for family caregiver benefits for children and fifteen (15) weeks for family caregiver benefits for adults, in addition to any applicable waiting period.
- c. When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been accepted.
- d. When an employee is notified that their request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been denied, paragraph 21.10(a) above ceases to apply.
- e. Leave granted under this clause shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

### **21.11 Leave without pay for personal needs**

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

- a. Where operational requirements permit, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs. Leave granted under this clause shall be counted for the calculation of continuous employment for the purpose of calculating severance pay and service for the purpose of calculating annual leave. Time spent on such leave shall be counted for pay increment purposes.
- b. Where operational requirements permit, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.
- c. An employee is entitled to leave without pay for personal needs twice under each of (a) and (b) of this clause during his total period of employment in the public service. At least ten (10) years must have elapsed before the second use of the leave as provided under each of (a) and (b) of this clause. Leave without pay granted under this clause

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

### **21.12 Leave without pay for relocation of spouse or common-law partner**

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

### **21.13 Leave with pay for family-related responsibilities**

\*\*

- a. For the purposes of subparagraphs (c)(i), (ii), (iii) and (iv) only, “family” is defined as any relative residing in the employee’s household or with whom the employee permanently resides, any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee, and the employee’s spouse (or common-law partner resident with the employee), children (including foster children and children of legal or common-law partner), stepchild or ward of the employee, foster child, grandchildren, and parents (including step-parents or foster parents), mother-in-law, father-in-law, brother, sister, stepbrother, stepsister and grandparents of the employee and a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.
- b. The total leave with pay which may be granted under this article shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.
- c. The employee shall be granted leave with pay as follows:
  - i. to take a family member for medical or dental appointment, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
  - ii. to provide for the immediate and temporary care of a sick member of his family and to provide an employee with time to make alternative care arrangements where the illness is of a longer duration;
  - iii. for needs directly related to the birth or to the adoption of his child;
  - iv. to provide for the immediate and temporary care of an elderly member of the employee’s family;

\*\*

- v. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;

\*\*

- vi. to provide for the employee's child care in case of an unforeseeable closure of the school or daycare facility.
- d. Seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph 21.12(b) above may be used to attend an appointment with a legal representative for non-employment-related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment.
- e. Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under 21.12(c) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

#### **21.14 Court leave**

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

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

#### **21.15 Examination leave**

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

### 21.16 Personnel selection leave

Where an employee participates as a candidate in a personnel selection process for a position in the public service, as defined in the *Federal Public Sector Labour Relations Act*, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required. Such leave will only be granted for those periods the employee would normally be on duty.

### 21.17 Education leave

- a. An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, for additional or special study in an academic or professional institution or for a program of special study in order to permit such an employee to improve his professional skills. The purpose of this leave is to enable the employee to perform his duties more adequately and therefore such leave shall be directly related to the needs and interests of the Employer.
- b. At the discretion of the Employer, an employee on education leave under this clause may receive an allowance in lieu of salary of up to one hundred per cent (100%) of his annual rate of pay as provided for in Appendix "A" of this agreement, depending on the degree to which the education leave is deemed by the Employer to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowances may be reduced. In such cases the amount of reduction shall not exceed the amount of the grant, bursary or scholarship.
- c. Any allowance already being received by the employee and not part of his basic salary shall not be used in the calculation of the allowance for education leave without pay.
- d. Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave and the employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- e. As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer and stay at his service for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:
  - i. fails to complete the course,
  - ii. does not resume his employment with the Employer on completion of the course,  
or
  - iii. ceases to be employed before termination of the period he has undertaken to serve after completion of the course,

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

- f. Time spent on such leave shall be counted for pay increment and for service for the purpose of calculating vacation leave.

### **21.18 Career development leave**

- a. An employee invited to give courses or lectures on matters related to his field of employment or to take part in seminars and conventions pertaining to translation or interpretation and related to his employment may, at the discretion of the Employer, be given leave with pay for such attendance. "Leave with pay" means the employee's normal compensation including any increase for which he may become eligible during his absence.
- b. An employee shall not be entitled to any compensation under Articles 13 (overtime), and 14 (travelling time) in respect of hours he is in attendance at or travelling to or from a conference, convention, course or lecture under the provisions of this clause.

### **21.19 Injury-on-duty leave**

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

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

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

### **21.20 Maternity-related reassignment or leave**

- a. An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child.
- b. An employee's request under paragraph (a) must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.



- c. An employee who has made a request under paragraph (a) is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
  - i. modifies her job functions or reassigns her,  
or
  - ii. informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- d. Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.
- e. Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.
- f. An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks' notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

### **21.21 Medical appointment for pregnant employees**

- a. Up to half (1/2) a day of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.
- b. Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

### **21.22 Religious observance**

- a. The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his religious obligations.
- b. Employees may, in accordance with the provisions of this agreement, request annual leave, compensatory leave, leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.
- c. Notwithstanding paragraph (b), at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

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

### **21.23 Personal leave**

Subject to operational requirements as determined by the Employer and with an advanced notice of at least five (5) working days, the employee shall be granted, in each fiscal year, fifteen (15) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.

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

\*\*

### **21.24 Domestic violence leave**

For the purposes of this clause domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from someone with whom the employee has or had an intimate relationship.

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence from someone with whom the employee has or had an intimate relationship shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
  - i. to seek care and/or support for themselves or their dependent child in respect of a physical or psychological injury or disability;
  - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
  - iii. to obtain professional counselling;
  - iv. to relocate temporarily or permanently;
  - or
  - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- c. The total domestic violence leave with pay which may be granted under this clause shall not exceed seventy-five (75) hours in a fiscal year.
- d. The Employer may, in writing and no later than fifteen (15) days after an employee's return to work, request the employee to provide documentation to support the reasons

for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

- e. Notwithstanding paragraphs 21.24(b) and 21.24(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

## **21.25 Leave with or without pay for other reasons**

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

## **Article 22: severance pay**

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

### **a. Lay-off**

- i. In the case of a first (1st) lay-off for the first (1st) completed year of continuous employment two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each additional completed year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- ii. In the case of an employee who is laid off for a second (2nd) or subsequent time, the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which he has already been granted severance pay under subparagraph (i) above.

### **b. Termination for cause for reasons of incapacity or incompetence**

- i. When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to Section 12(1)(e) of the *Financial Administration Act*, he shall be entitled to severance pay on the basis of one (1) week's pay for each completed year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), up to a maximum of twenty-eight (28) weeks.

- ii. When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to the provisions of Section 12(1)(d) of the *Financial Administration Act*, he shall be entitled to severance pay on the basis of one (1) week's pay for each completed year of continuous employment up to a maximum of twenty-eight (28) weeks.

**c. Rejection on probation**

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

**22.02 Severance pay on death**

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

**22.03 General**

- a. The period of continuous employment used in the calculation of severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee had already been granted severance pay, retiring leave, rehabilitation leave or a cash gratuity in lieu thereof by the public service, a Federal Crown Corporation, the Canadian Forces or the Royal Canadian Mounted Police.
- b. For greater certainty, payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) made pursuant to clause 22.05 to 22.08 of Appendix C or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of paragraph 22.03(a).
- c. Except as otherwise specified in this agreement periods of leave without pay in excess of three (3) months shall not be counted as continuous employment for the purpose of calculating severance pay.
- d. In this article "pay" means the rate of pay of the employee's substantive position.
- e. Under no circumstances shall the maximum severance pay provided under this article be pyramided.

#### **22.04 Appointment to a separate agency**

An employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* shall be paid any outstanding payment in lieu of severance, if applicable under Appendix C.

**22.05** For employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment, the former provisions outlining the payment in lieu are found at Appendix C.

### **Article 23: employee performance assessment and employee files**

#### **23.01**

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

**23.02** Upon written request by an employee, he shall be granted access to his personal file for review in the presence of an authorized representative of the Employer.

### **Article 24: suspension and discipline**

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

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

**24.03** When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him, the employee is entitled to have, at his request, a representative of the Association attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.

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

**24.05** Any document relating to disciplinary action that is placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no other disciplinary action has been recorded during this period. This period will automatically be extended by the length of any period of leave without pay.

## **Article 25: health and safety**

**25.01** The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees and agrees to correct within a reasonable delay any situation which can be detrimental to their health or safety. The Employer will welcome suggestions on the subject from the Association and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

### **25.02**

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

## **Article 26: work areas**

The Employer shall undertake to consult in the spirit of clauses 31.02, 31.03 and 31.04 of this collective agreement the Association's head office as soon as possible and throughout the process prior to finalizing plans to move or rearrange work areas, to familiarize himself with the employees' concerns.

## **Article 27: reference material**

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

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

## **Article 28: working languages of interpreters**

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

## **Article 29: dispute resolution**

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

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

## **Article 30: grievance procedure**

**30.01** 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 15 of the NJC by-laws.

### **30.02 Individual grievances**

Subject to and as provided in section 208 of the *Federal Public Sector Labour Relations Act*, an employee may present an individual grievance to the Employer if he or she feels aggrieved:

- a. by the interpretation or application, in respect of the employee, of
  - i. a provision of a statute or regulation, or of a direction or other instrument made or issued by the Employer, that deals with terms and conditions of employment; or
  - ii. a provision of the collective agreement or an arbitral award; or
- b. as a result of any occurrence or matter affecting his or her terms and conditions of employment.

### **30.03 Group grievances**

Subject to and as provided in section 215 of the *Federal Public Sector Labour Relations Act*, the Association may present a group grievance to the Employer on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of the collective agreement or an arbitral award.

- a. In order to present a group grievance, the Association must first obtain the written consent of each of the employees concerned.
- b. A group grievance must relate to employees in a single portion of the federal public administration.

### **30.04 Policy grievances**

Subject to and as provided in section 220 of the *Federal Public Sector Labour Relations Act*, the Association or the Employer may present a policy grievance in respect of the interpretation or application of the collective agreement or of an arbitral award.

A policy grievance may be presented by the Association only at the final step of the grievance procedure, to an authorized representative of the Employer. The Employer shall inform the Association of the name, title and address of this representative.

The grievance procedure for a policy grievance by the Employer shall also be composed of a single step, with the grievance presented to an authorized representative of the Association. The Association shall inform the Employer of the name, title and address of this representative.

### **30.05**

- a. For the purposes of this article, a grievor is an employee or, in the case of a group or policy grievance, a steward, Association staff person or other authorized representative appointed by the Association.
- b. No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause a grievor to abandon a grievance or refrain from exercising the right to present a grievance, as provided in this collective agreement.
- c. The parties recognize the value of informal discussion between employees and their supervisors and between the Association and the Employer to the end that problems might be resolved without recourse to a formal grievance. When notice is given that an employee or the Association, within the time limits prescribed in clause 30.18, 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.



**30.06** A grievor wishing to present a grievance at any prescribed step in the grievance procedure, shall transmit this grievance to the employee's 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 grievor with a receipt stating the date on which the grievance was received.

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

**30.08** Subject to and as provided for in the *Federal Public Sector Labour Relations Act*, a grievor who feels treated unjustly or 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 30.06, except that:

- a. where there is another administrative procedure provided by or under any act of Parliament to deal with the grievor's 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, an employee is not entitled to present the grievance unless he has the approval of and is represented by the Association.

**30.09** A grievance may not be presented in respect of which an administrative procedure for redress is provided under any act of Parliament, other than the *Canadian Human Rights Act*.

**30.10** Despite clause 30.09, a grievance may not be presented in respect of the right to equal pay for work of equal value.

**30.11** An employee may not present an individual grievance relating to the interpretation or application, in respect of the employee, of a provision of a collective agreement or an arbitral award unless the employee has the approval of and is represented by the bargaining agent for the bargaining unit to which the collective agreement or arbitral award applies.

**30.12** Where an employee, in respect of any matter, has availed himself or herself of a complaint procedure established by a policy of the Employer, neither a group nor an individual grievance may be presented on behalf of that employee in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from presenting an individual grievance under this article.

**30.13** A grievance relating to any action taken under any instruction, direction or regulation 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 may not be presented.

**30.14** For the purposes of clause 35.13, an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation 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.

**30.15** 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 an authorized representative.

**30.16** 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 Association.

**30.17** An employee who so desires, may be assisted and/or represented by the Association when presenting a grievance at any step. The Association shall have the right to consult with the Employer with respect to a grievance at each or any step of the grievance procedure.

**30.18** A grievor may present a grievance to the first step of the procedure in the manner prescribed in clause 30.06, not later than the twenty-fifth (25th) day after the date on which the grievor is notified or on which the grievor first becomes aware of the action or circumstances giving rise to the grievance. The Employer may present a policy grievance in the manner prescribed in clause 30.04 not later than the twenty-fifth (25th) day after the date on which the Employer is notified orally or in writing or on which the Employer first becomes aware of the action or circumstances giving rise to the policy grievance.

**30.19** A grievor 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 the grievor, within ten (10) days after that decision or settlement has been conveyed in writing to the grievor by the Employer,  
or
- b. where the Employer has not conveyed a decision to the grievor within the time prescribed in clause 30.20, within fifteen (15) days after presentation by the grievor of the grievance at the previous step.

**30.20** The Employer shall normally reply to a 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 except in the case of a policy grievance, to which the Employer shall normally respond within thirty (30) days. The Association shall normally reply to a policy grievance presented by the Employer within thirty (30) days.

**30.21** Where an employee has been represented by the Association in the presentation of the employee's grievance, the Employer will provide the appropriate representative of the Association 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.

**30.22** 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 *Federal Public Sector Labour Relations Act*.

**30.23** 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.

**30.24** Where the provisions of clause 30.06 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 the grievance at the next higher step shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

**30.25** The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the grievor and, where appropriate the Association representative, except as provided in clause 30.27.

**30.26** 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 grievor, and, where applicable, the Association.

**30.27** Where the Employer demotes or terminates an employee pursuant to paragraph 12(1)(c), (d) or (e) 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 Association.

**30.28** A grievor may by written notice to the immediate supervisor or officer-in-charge abandon a grievance.

**30.29** Any grievor 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 the grievor's control, the grievor was unable to comply with the prescribed time limits.

**30.30** Where a grievance has been presented up to and including the final step in the grievance procedure with respect to:

- a. the interpretation or application of a provision of this collective agreement or related Arbitral Award,  
or
- b. termination of employment or demotion pursuant to paragraph 12(1)(c), (d) or (e) of the *Financial Administration Act*,  
or
- c. disciplinary action resulting in suspension or financial penalty,

and the grievance has not been resolved, it may be referred to adjudication in accordance with the provisions of the *Federal Public Sector Labour Relations Act* and Regulations.

**30.31** Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of the employee of a provision of this agreement or an Arbitral Award, the employee is not entitled to refer the grievance to adjudication unless the Association 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.

### **30.32 Expedited adjudication**

The parties agree that any adjudicable grievance may be referred to the following expedited adjudication process:

The Association and the Treasury Board Secretariat agree to establish a process of Expedited Adjudication, which may be reviewed at any time by the parties and the Federal Public Sector Labour Relations and Employment Board (FPSLREB). The framework is set out below.

- a. At the request of either party, a grievance that has been referred to adjudication may be dealt with through Expedited Adjudication with the consent of both parties.

- b. Future cases may be identified for this process by either party, subject to the consent of the parties.
- c. When the parties agree that a particular grievance will proceed through Expedited Adjudication, the Association will submit to the FPSLREB the consent form signed by the grievor or the bargaining agent.
- d. The parties may proceed with or without an Agreed Statement of Facts. When the parties arrive at an Agreed Statement of Facts it will be submitted to the FPSLREB or to the Adjudicator at least forty-eight (48) hours prior to the start of the hearing.
- e. No witnesses will testify.
- f. The Adjudicator will be appointed by the FPSLREB from among any of the members of the Chairperson group, or any of its members who have had at least two years' experience as a member of the Board.
- g. Each Expedited Adjudication session will take place in Ottawa unless the parties and the FPSLREB agree otherwise. The cases will be scheduled jointly by the parties and the FPSLREB, and will appear on the FPSLREB hearing schedule.
- h. The Adjudicator will make an oral determination at the hearing which will be recorded and initialled by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.
- i. The Adjudicator's determination will be final and binding on all the parties, but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.

## **Article 31: consultation**

**31.01** The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to consult on matters of common interest upon request from either party, for example, contemplated changes in conditions of employment or working conditions not governed by this agreement, without prejudice to the position the Employer or the Association may wish to take in the future as to the desirability of having those subjects dealt with through provisions in collective agreements. The parties may also consult on other issues, by mutual consent.

**31.02** The parties recognize moreover that consultation affords them an opportunity to better understand their respective interests, as well as the decisions and positions each will come to following their discussions.

**31.03** To be efficient, consultation must take place as soon as possible before the final decision is made; as much as possible, it must begin as soon as an issue is raised or a problem arises and before parties start formulating their conclusions. It must continue at each stage of the process.

**31.04** Parties in a consultation process listen with an open mind and discuss substantively the issues raised during consultation. When a party comes to a decision on an issue that was subject to consultation, it informs the other party of its decision and of the underlying reasons before making it public.

## **Article 32: training and development**

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

**32.02** The Employer shall consult the Association's head office at the beginning of the fiscal year on implementation of the training policy during that year.

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

## **Article 33: technological change**

**33.01** In this article "technological change" means:

- a. the introduction by the Employer of equipment or material of a different nature than that previously utilized;  
and
- b. a change in the Employer's operation directly related to the introduction of that equipment or material.

**33.02** 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.

**33.03** The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ninety (90) days' written notice to the Association of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

**33.04** The written notice provided for in clause 33.03 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.

**33.05** As soon as reasonably practicable after notice is given under clause 33.03, the Employer shall consult with the Association concerning the effects of the technological change referred to in clause 33.03 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.

**33.06** 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.

## **Article 34: part-time employees**

### **34.01 General**

- a. Part-time employees shall be entitled to the benefits provided under this agreement in the same proportion as their normal scheduled weekly hours of work compare with the normal weekly hours of work of full-time employees, unless otherwise specified.
- b. Notwithstanding paragraph 34.01(a), there shall be no pro-rating of a "day" in clause 21.02 (bereavement leave).
- c. Part-time employees shall be paid at the straight-time hourly rate of pay for all work performed up to seven decimal five (7.5) hours in a day or thirty-seven decimal five (37.5) hours in a week.
- d. Except in cases of emergency, call-back, or mutual agreement, the Employer shall, wherever possible, give at least twelve (12) hours' notice of any requirement for the part-time employee to work on a day which is not part of his normal scheduled weekly hours of work.
- e. The days of rest provisions of this collective agreement apply only in a week when a part-time employee has worked five (5) days and a minimum of thirty-seven decimal five (37.5) hours in a week at the straight-time hourly rate of pay.
- f. Leave will only be provided:
  - i. during those periods in which employees are scheduled to perform their duties;  
or
  - ii. where it may displace other leave as prescribed by this agreement.
- g. The Employer shall grant two (2) rest periods of fifteen (15) minutes each per normal workday, as defined in paragraph 12.01(a), except if operational requirements do not permit it.

### **34.02 Designated holidays**

- a. A part-time employee shall not be paid for the designated holidays but shall, instead, receive a four decimal two five per cent (4.25%) allowance for all straight-time hours worked during the period of part-time employment.
- b. When a part-time employee is required to work on a designated holiday he shall be paid according to the provisions of clause 13.05 for all the hours worked on the holiday.

### 34.03 Overtime

- a. "Overtime" means authorized work performed in excess of seven decimal five (7.5) hours a day or thirty-seven decimal five (37.5) hours a week but does not include time worked on a holiday.
- b. A part-time employee who is required to work overtime shall be compensated according to the provisions of this article and of clauses 13.03 and 13.04. The provisions of clause 13.10 shall apply.

### 34.04 Annual leave

A part-time employee shall earn annual leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee's normal workweek, at the rate for years of employment established in paragraph 18.01(a), pro-rated and calculated as follows:

- a. when the entitlement is nine decimal three seven five (9.375) hours a month, .250 multiplied by the number of hours in the employee's workweek per month;
- b. when the entitlement is twelve decimal five (12.5) hours a month, .333 multiplied by the number of the hours in the employee's workweek per month;
- c. when the entitlement is thirteen decimal seven five (13.75) hours a month, .367 multiplied by the number of hours in the employee's workweek per month;
- d. when the entitlement is fourteen decimal three seven five (14.375) hours a month, .383 multiplied by the number of hours in the employee's workweek per month;
- e. when the entitlement is fifteen decimal six two five (15.625) hours a month, .417 multiplied by the number of hours in employee's workweek per month;
- f. when the entitlement is sixteen decimal eight seven five (16.875) hours a month, .450 multiplied by the number of hours in the employee's workweek per month;
- g. when the entitlement is eighteen decimal seven five (18.75) hours a month, .500 multiplied by the number of hours in the employee's workweek per month.

### 34.05 Sick leave

A part-time employee shall earn sick leave credits at the rate of one quarter (1/4) of the number of hours in an employee's normal workweek for each calendar month in which the employee has received pay for at least twice (2) the number of hours in the employee's normal workweek.

### 34.06 Annual and sick leave administration

- a. For the purposes of administration of clauses 34.04 and 34.05, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average calculated on a monthly basis.
- b. An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn annual or sick leave credits in excess of the entitlement of a full-time employee.



### **34.07 Severance pay**

To establish the period of continuous employment eligible for severance pay part-time periods shall be consolidated to equivalent full-time. The equivalent full-time period in years, including a fraction, shall be used the calculation of severance pay.

### **Article 35: illegal strikes**

An employee who takes part in an illegal strike as defined in the *Federal Public Sector Labour Relations Act* is liable to the penalties provided for in the said act and to disciplinary action up to and including termination of employment pursuant to the provisions of Section 12(1)(c) of the *Financial Administration Act*.

### **Article 36: National Joint Council (NJC) agreements**

Agreements concluded by the National Joint Council of the Public Service on items which may be included in a collective agreement, and which the parties to this agreement have endorsed after December 6, 1978, as amended from time to time, will form part of this agreement, subject to the *Federal Public Sector Labour Relations Act* (FPSLRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any act specified in Section 113(b) of the FPSLRA.

NJC items which may be included in a collective agreement are those items which the parties to the NJC agreements have designated as such, as amended from time to time, and are listed in the Appendix "E" of the NJC Memorandum of Understanding which took effect as of May 5, 1994.

All 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 Secretariat, form part of the collective agreement. The list can be found on the National Joint Council website: [www.njc-cnm.gc.ca](http://www.njc-cnm.gc.ca).

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

Grievances in regard to NJC directives, policies or regulations shall be filed in accordance with clause 30.01 of this collective agreement.

### **Article 37: employees on the premises of other employers**

**37.01** If employees are prevented for performing their duties because of a strike or a lock-out on the premises of another employer, the employees shall report the matter to the Employer and the Employer will make every 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 38: professional fees**

**38.01** Upon receipt of proof of payment, the Employer shall reimburse the employee up to six hundred dollars (\$600) for the annual dues payable to one (1) of the professional Association members of the Canadian Translators, Terminologists and Interpreters Council when the payment of such dues is required for the performance of the duties of that employee's position.

**38.02** If payment of said dues is not required for the performance of the duties of that employee's position, but eligibility for the professional status conferred by one (1) of these associations constitutes a qualification under the selection and evaluation standards for the Translation Group, the Employer shall reimburse the employee for the annual dues paid, up to the amount set in 38.01.

### **Article 39: sexual harassment**

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

#### **39.02**

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

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

**39.04** Upon request by the complainant(s) and/or respondent(s) an official copy of the investigation report shall be provided to them by the Employer subject to the *Access to Information and Privacy Act*.

### **Article 40: statement of duties**

**40.01** Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his position, including the classification level and, where applicable, the point rating allotted by factor to his position, and an organization chart depicting the position's place in the organization.

### **\*\*Article 41: precedence of legislation and the collective agreement**

**41.01** In the event that any law passed by Parliament applying to employees of the public service subject to this collective agreement renders null and void any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement.

**\*\*Article 42: term of agreement**

\*\*

**42.01** The duration of this collective agreement shall be from the date it is signed to April 18, 2022.

**42.02** Unless otherwise expressly stipulated, this collective agreement shall become effective on the date it is signed.

**42.03** The present agreement may be amended by mutual agreement.

**42.04** The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of signing.

Signed at Ottawa, this 28th day of the month of August, 2019.

**The Treasury Board of Canada**

Sandra Hassan  
Yves Beaupré  
Daniel Cyr  
Daniel Daoust  
Louis-André Lepage  
Nathalie Laliberté  
Marc Olivier  
Nathalie Lemieux  
Joel Marsolais-Chartrand

**The Canadian Association of Professional  
Employees**

Greg Phillips  
Claude Poirier  
Hélène Paris  
Isabelle Girouard  
Olivier Alarie  
Paule Antonelli  
Desmond Fisher  
André Picotte  
Marie-Claude Molyneaux

## \*\*Appendix “A”

### TR: Translation annual rates of pay (in dollars)

#### Table legend

- §) Effective April 19, 2017
- X) \*Effective April 19, 2018 – Wage Adjustment
- A) \*Effective April 19, 2018
- Y) \*Effective April 19, 2019 – Wage Adjustment
- B) \*Effective April 19, 2019
- C) Effective April 19, 2020
- D) Effective April 19, 2021

#### TR-01 - Annual Rates of Pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
§) Effective April 19, 2017	54,921	56,350	57,773	59,196	60,618
X) Effective April 19, 2018 – Wage Adjustment*	55,360	56,801	58,235	59,670	61,103
A) Effective April 19, 2018*	56,467	57,937	59,400	60,863	62,325
Y) Effective April 19, 2019 – Wage Adjustment*	56,580	58,053	59,519	60,985	62,450
B) Effective April 19, 2019*	57,712	59,214	60,709	62,205	63,699
C) Effective April 19, 2020	58,578	60,102	61,620	63,138	64,654
D) Effective April 19, 2021	59,457	61,004	62,544	64,085	65,624

\* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix “H”, rates prior to the salary change will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.8% wage adjustment for a compounded total of 2.816%. Changes to the pay rates will not appear on employees’ pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase and a 0.2% wage adjustment for a compounded total of 5.082%. The revised pay rate will be reflected on the employee’s pay statements upon implementation of prospective salary increases.

#### TR-02 - Annual Rates of Pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) Effective April 19, 2017	60,053	62,752	65,460	68,158	70,865	73,560
X) Effective April 19, 2018 – Wage Adjustment*	60,533	63,254	65,984	68,703	71,432	74,148
A) Effective April 19, 2018*	61,744	64,519	67,304	70,077	72,861	75,631
Y) Effective April 19, 2019 – Wage Adjustment*	61,867	64,648	67,439	70,217	73,007	75,782
B) Effective April 19, 2019*	63,104	65,941	68,788	71,621	74,467	77,298
C) Effective April 19, 2020	64,051	66,930	69,820	72,695	75,584	78,457
D) Effective April 19, 2021	65,012	67,934	70,867	73,785	76,718	79,634

**TR-02 - Annual Rates of Pay (in dollars) - continued**

Effective Date	Step 7	Step 8
<b>§) Effective April 19, 2017</b>	76,266	79,321
<b>X) Effective April 19, 2018 – Wage Adjustment*</b>	76,876	79,956
<b>A) Effective April 19, 2018*</b>	78,414	81,555
<b>Y) Effective April 19, 2019 – Wage Adjustment*</b>	78,571	81,718
<b>B) Effective April 19, 2019*</b>	80,142	83,352
<b>C) Effective April 19, 2020</b>	81,344	84,602
<b>D) Effective April 19, 2021</b>	82,564	85,871

\* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix “H”, rates prior to the salary change will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.8% wage adjustment for a compounded total of 2.816%. Changes to the pay rates will not appear on employees’ pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase and a 0.2% wage adjustment for a compounded total of 5.082%. The revised pay rate will be reflected on the employee’s pay statements upon implementation of prospective salary increases.

**TR-03 - Annual Rates of Pay (in dollars)**

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
<b>§) Effective April 19, 2017</b>	73,621	76,843	80,057	83,275	86,495
<b>X) Effective April 19, 2018 – Wage Adjustment*</b>	74,210	77,458	80,697	83,941	87,187
<b>A) Effective April 19, 2018*</b>	75,694	79,007	82,311	85,620	88,931
<b>Y) Effective April 19, 2019 – Wage Adjustment*</b>	75,845	79,165	82,476	85,791	89,109
<b>B) Effective April 19, 2019*</b>	77,362	80,748	84,126	87,507	90,891
<b>C) Effective April 19, 2020</b>	78,522	81,959	85,388	88,820	92,254
<b>D) Effective April 19, 2021</b>	79,700	83,188	86,669	90,152	93,638

**TR-03 - Annual Rates of Pay (in dollars) - continued**

Effective Date	Step 6	Step 7
<b>§) Effective April 19, 2017</b>	89,721	93,357
<b>X) Effective April 19, 2018 – Wage Adjustment*</b>	90,439	94,104
<b>A) Effective April 19, 2018*</b>	92,248	95,986
<b>Y) Effective April 19, 2019 – Wage Adjustment*</b>	92,432	96,178
<b>B) Effective April 19, 2019*</b>	94,281	98,102
<b>C) Effective April 19, 2020</b>	95,695	99,574
<b>D) Effective April 19, 2021</b>	97,130	101,068

\* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix “H”, rates prior to the salary change will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.8% wage adjustment for a compounded total of 2.816%. Changes to the pay rates will not appear on employees’ pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase and a 0.2% wage adjustment for a compounded total of 5.082%. The revised pay rate will be reflected on the employee’s pay statements upon implementation of prospective salary increases.

**TR-04 - Annual Rates of Pay (in dollars)**

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>§) Effective April 19, 2017</b>	80,739	83,827	86,912	89,998	93,083	96,171
<b>X) Effective April 19, 2018 – Wage Adjustment*</b>	81,385	84,498	87,607	90,718	93,828	96,940
<b>A) Effective April 19, 2018*</b>	83,013	86,188	89,359	92,532	95,705	98,879
<b>Y) Effective April 19, 2019 – Wage Adjustment*</b>	83,179	86,360	89,538	92,717	95,896	99,077
<b>B) Effective April 19, 2019*</b>	84,843	88,087	91,329	94,571	97,814	101,059
<b>C) Effective April 19, 2020</b>	86,116	89,408	92,699	95,990	99,281	102,575
<b>D) Effective April 19, 2021</b>	87,408	90,749	94,089	97,430	100,770	104,114

**TR-04 - Annual Rates of Pay (in dollars) - continued**

Effective Date	Step 7	Step 8
<b>§) Effective April 19, 2017</b>	99,851	103,404
<b>X) Effective April 19, 2018 – Wage Adjustment*</b>	100,650	104,231
<b>A) Effective April 19, 2018*</b>	102,663	106,316
<b>Y) Effective April 19, 2019 – Wage Adjustment*</b>	102,868	106,529
<b>B) Effective April 19, 2019*</b>	104,925	108,660
<b>C) Effective April 19, 2020</b>	106,499	110,290
<b>D) Effective April 19, 2021</b>	108,096	111,944

\* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix "H", rates prior to the salary change will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.8% wage adjustment for a compounded total of 2.816%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase and a 0.2% wage adjustment for a compounded total of 5.082%. The revised pay rate will be reflected on the employee's pay statements upon implementation of prospective salary increases.

**TR-05 - Annual Rates of Pay (in dollars)**

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
<b>§) Effective April 19, 2017</b>	101,205	104,052	106,898	109,747	112,598
<b>X) Effective April 19, 2018 – Wage Adjustment*</b>	102,015	104,884	107,753	110,625	113,499
<b>A) Effective April 19, 2018*</b>	104,055	106,982	109,908	112,838	115,769
<b>Y) Effective April 19, 2019 – Wage Adjustment*</b>	104,263	107,196	110,128	113,064	116,001
<b>B) Effective April 19, 2019*</b>	106,348	109,340	112,331	115,325	118,321
<b>C) Effective April 19, 2020</b>	107,943	110,980	114,016	117,055	120,096
<b>D) Effective April 19, 2021</b>	109,562	112,645	115,726	118,811	121,897

\* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix "H", rates prior to the salary change will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.8% wage adjustment for a compounded total of 2.816%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase and a 0.2% wage adjustment for a compounded total of 5.082%. The revised pay rate will be reflected on the employee's pay statements upon implementation of prospective salary increases.

## **Pay notes**

### **Pay adjustments**

#### **1. Adjustments respecting TR-01s, TR-02s, TR-03s, TR-04s and TR-05s**

Subject to notes (2) and (3), an employee being paid in the TR-01, TR-02, TR-03, TR-04, or TR-05 scale of rates shall be paid, as of the effective dates of the A, B or C scales, at the rate shown immediately below his rate the day before.

### **Pay increment for full-time and part-time employees**

#### **2. Employee paid in the TR-02, TR-03, TR-04 or TR-05 scale of rates**

The pay increment period for an employee paid in the TR-02, TR-03, TR-04 or TR-05 scale of rates is twelve (12) months. The pay increment shall be to the next rate in the applicable scale, unless the maximum has been reached.

A part-time employee in the TR-02, TR-03, TR-04 or TR-05 scale of rates who on the date of signing of the collective agreement, has been at his actual rate of pay for at least twelve (12) months shall receive one pay increment effective at the date of signing, unless the maximum has been reached. The next pay increment will be calculated from this date.

#### **3. Employee paid in the TR-01 scale of rates**

The pay increment period for an employee paid in the TR-01 scale of rates is six (6) months. The pay increment shall be to the next rate in the pay scale, unless the maximum has been reached.

A part-time employee in the TR-01 scale of rates who on the date of signing of the collective agreement, has been at his actual rate of pay for at least six (6) months shall receive one pay increment effective at the date of signing, unless the maximum has been reached. The next pay increment will be calculated from this date.

#### **4. First pay increment**

The pay increment date for an employee, appointed on or after the date of signing of this collective agreement, to a position in the bargaining unit upon promotion, demotion or from outside the public service, shall be the anniversary date of such an appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to the signing date of this collective agreement, remains unchanged.



## Pay supplements

5.

- a. A supplement of seven per cent (7%) of the employee's pay shall be added to the pay of the employee classified as TR-02 who is in:
  - i. a combined translator-interpreter position where the work requires significant additions to the responsibilities of translators' positions, in the form of simultaneous interpretation functions corresponding to at least twenty-five per cent (25%) of working time;
  - or
  - ii. a position of translator assigned to parliamentary services, in the evening or at night, under pressure at all times, and in accordance with production standards which are qualitatively and quantitatively reasonable as determined by the Employer.
- b.
  - i. An employee at the TR-02 level who on May 15, 1998, the date of signature of the agreement in principle on renewal of the Translation Group collective agreement which expired on April 18, 1997, was the incumbent of a designated specialist position, shall be entitled to salary protection equivalent to a seven per cent (7%) supplement calculated on the pay of this present agreement. This salary protection shall also apply to an employee at the TR-02 level who, as of the above-mentioned date, had made a written request for a review of his case for the purpose of obtaining this supplement, and is subsequently granted it as a result of the review.
  - ii. This salary protection shall continue as long as the employee remains in the same bargaining unit.
  - iii. The protection granted under subparagraph (i) above shall continue in effect following a lateral transfer or a reinstatement at the TR-02 level.
  - iv. Salary protection shall be definitively withdrawn from an employee referred to in subparagraph (i) on a written request by the employee.
- c. A supplement of four per cent (4%) of the employee's pay shall be added to the pay of the employee classified as TR-03 who is the head of an isolated sub-section.
- d.
  - i. A supplement of four per cent (4%) of the employee's pay shall be added to the pay of the employee classified as TR-02 or TR-03 who is in a multilingual position or who is assigned to the multilingual service and who translates:
    - A. from two (2) official languages to one (1) Aboriginal or foreign language,
    - or

- B. from one (1) Aboriginal or foreign language to two (2) official languages,  
or
  - C. from two (2) Aboriginal or foreign languages to one (1) official language,  
or
  - D. from one (1) official language to two (2) Aboriginal or foreign languages.  
or
- ii. A supplement of seven per cent (7%) of the employee's pay shall be added to the pay of the employee classified as TR-02 or TR-03 who is in a multilingual position or who is assigned to the multilingual service and who translates from at least six (6) Aboriginal or foreign languages to one (1) official language, or vice versa.
  - iii. For the purpose of interpreting this paragraph, "translates" means translation, revision or quality control.
- e. A supplement of four per cent (4%) of the employee's pay shall be added to the pay of the employee classified as TR-02 or TR-03 who occupies a terminologist position or is assigned to the terminology service and has oral and written proficiency in a third (3rd) language which he uses in the performance of his duties in addition to the two (2) official languages.
  - f. A supplement of sixty dollars (\$60) shall be added to the pay of an employee who occupies an official languages interpreter position for each day during which, at the Employer's discretion, he performs foreign language interpretation, regardless of the type or duration of such interpretation. This supplement shall be paid annually after the end of the fiscal year.
  - g. A supplement of seven dollars (\$7) for each gross hour of interpretation shall be paid to an employee interpreting a debate or conference that is broadcast live. This supplement shall be paid twice (2) each fiscal year. For that purpose, the total interpretation time during a live broadcast shall be calculated to the nearest quarter (1/4) hour.
  - h. A supplement of five dollars and fifty cents (\$5.50) for each gross hour of interpretation shall be paid to an employee who interprets the debates of the House of Commons. This supplement shall be paid twice (2) each fiscal year. For this purpose, total interpretation time shall be calculated daily to the nearest quarter (1/4) hour.
  - i. Article 15 shall apply to an employee who performs the functions of a position described in this clause on a temporary basis.
  - j. A supplement of four per cent (4%) of the employee's pay shall be added to the pay of the employee classified as TR-03 assigned to the parliamentary service and who usually work in the evening or at night, under pressure at all times, or who also works in the evening or at night and can be assigned to the parliamentary debates service at a moment notice.
  - k. A supplement of seven per cent (7%) of the employee's pay shall be added to the pay of the employee classified as TR-03 who occupies a position in conference interpretation in foreign languages.

- l. The above-mentioned supplements shall be rounded to the nearest dollar and shall be considered as pay for all purposes.
  - m. An employee who completes his normal workday in accordance with the provisions of paragraph 12.01(b) shall receive an allowance of seven dollars (\$7) per hour for each hour worked before 8 am and after 6 pm. This allowance shall be rounded up on a daily basis to the half-hour (1/2) above. It shall not apply to overtime hours.
  - n. An employee who is subject to the special work arrangement for translation and who completes his normal workday under conditions other than the normal conditions for his service shall receive an allowance of seven dollars (\$7) per hour for all hours worked between 6 pm and midnight and on Saturday and Sunday. The allowance is not applicable to overtime.
- 6.
- a. Supplements 5(a), (b), (c), (d), (e), (i) and (j) are calculated from the A, B, C or D scales in Appendix "A."

## **Appendix “B”**

### **Memorandum of Understanding Between the Treasury Board and the Canadian Association of Professional Employees**

If at any time during the life of the Translation Group collective agreement, the House of Commons changes its work schedule, the parties thereto agree to re-open Article 12 (hours of work) and Article 19 (parliamentary leave and interpretation leave) upon request of either one.

## Appendix “C”

### Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement)

This appendix is to reflect the arbitral award between the Employer and the Canadian Association of Professional Employees for the elimination of severance pay for voluntary separations (resignation and retirement) on August 10, 2012. These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

#### Article 22: severance pay

Effective on August 10, 2012, paragraphs 22.01(b) and (c) are deleted from the collective agreement.

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

##### a. Lay-off

- i. In the case of a first (1st) lay-off for the first (1st) completed year of continuous employment two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each additional completed year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- ii. In the case of an employee who is laid off for a second (2nd) or subsequent time, the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which he has already been granted severance pay under subparagraph (i) above.

##### b. Retirement

- i. an employee who, on retirement, is entitled to an immediate annuity, or an employee is entitled to an immediate annual allowance under the *Public Service Superannuation Act*,
- or
- ii. a part-time employee, who regularly works more than thirteen decimal five (13.5) but less than thirty (30) hours a week, and who, if he were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity or to an immediate annual allowance,

shall be paid, on termination of employment, severance pay equal to the product obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of continuous employment and, in the case of a partial year of continuous employment, by the number of days of continuous employment divided by three hundred and sixty-five (365), up to a maximum of thirty (30) years.

**c. Resignation**

- i. An employee who, at the time of his resignation, has ten (10) or more years of continuous employment is, subject to paragraph (b), entitled to be paid severance pay equal to the amount obtained by multiplying half (1/2) of his weekly rate of pay on resignation by the number of completed years of continuous employment up to a maximum of twenty-six (26).
- ii. Notwithstanding subparagraph (i), an employee who resigns to accept an appointment with a separate Employer covered by Schedule V of the *Financial Administration Act* may decide not to accept severance pay, provided that the separate Employer will accept, for the purpose of calculating severance pay, the years of service accumulated by the employee within an organization covered by Schedule I and IV of the *Financial Administration Act*.

**d. Termination for cause for reasons of incapacity or incompetence**

- i. When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to Section 12(1)(e) of the *Financial Administration Act*, he shall be entitled to severance pay on the basis of one (1) week's pay for each completed year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), up to a maximum of twenty-eight (28) weeks.
- i. When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to the provisions of Section 12(1)(d) of the *Financial Administration Act*, he shall be entitled to severance pay on the basis of one (1) week's pay for each completed year of continuous employment up to a maximum of twenty-eight (28) weeks.

**e. Rejection on probation**

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

### **22.02 Severance pay on death**

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

### **22.03 General**

- a. The period of continuous employment used in the calculation of severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee had already been granted severance pay, retiring leave, rehabilitation leave or a cash gratuity in lieu thereof by the Public Service, a Federal Crown Corporation, the Canadian Forces or the Royal Canadian Mounted Police.
- b. For greater certainty, payments made pursuant to clauses 22.05 to 22.08 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of paragraph 22.03(a).
- c. Except as otherwise specified in this agreement periods of leave without pay in excess of three (3) months shall not be counted as continuous employment for the purpose of calculating severance pay.
- d. In this article "pay" means the rate of pay of the employee's substantive position.
- e. Under no circumstances shall the maximum severance pay provided under this article be pyramided.

### **22.04 Appointment to a separate agency**

An employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* shall be paid all severance payments resulting from the application of paragraph 22.01(c) (prior to August 10, 2012) or paragraphs 22.05 to 22.08 (commencing on August 10, 2012).

### **22.05 Severance termination**

- a. Subject to clause 22.03 above, indeterminate employees on August 10, 2012, shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.
- b. Subject to 22.03 above, term employees on August 10, 2012, shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

## **Terms of payment**

### **22.06 Options**

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- a. as a single payment at the rate of pay of the employee's substantive position as of August 10, 2012,  
or
- b. as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration,  
or
- c. as a combination of paragraphs (a) and (b), pursuant to paragraph 22.07(c).

### **22.07 Selection of option**

- a. The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- b. The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- c. The employee who opts for the option described in paragraph 22.06(c) must specify the number of complete weeks to be paid out pursuant to paragraph 22.06(a) and the remainder shall be paid out pursuant to paragraph 22.06(b).
- d. An employee who does not make a selection under paragraph 22.07(b) will be deemed to have chosen option 22.06(b).

### **22.08 Appointment from a different bargaining unit**

This clause applies in a situation where an employee is appointed into a position in the TR bargaining unit from a position outside the TR bargaining unit where, at the date of appointment, provisions similar to those in paragraphs 22.01(b) and (c) are still in force, unless the appointment is only on an acting basis.

- a. Subject to clause 22.03 above, on the date an indeterminate employee becomes subject to this agreement after August 10, 2012, the employee shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.



- b. Subject to clause 22.03 above, on the date a term employee becomes subject to this agreement after August 10, 2012, the employee shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- c. An employee entitled to severance termination benefits under paragraph (a) or (b) shall have the same choice of options outlined in clause 22.06, however, the selection of which option must be made within three (3) months of being appointed to the bargaining unit.
- d. An employee who does not make a selection under paragraph 22.08(c) will be deemed to have chosen option 22.06(b).

## **Appendix “D”**

### **Memorandum of Understanding Between the Treasury Board and the Canadian Association of Professional Employees (the Association) with Respect to Work Arrangements for Interpreters**

This Memorandum confirms the agreement reached by the parties at the bargaining table regarding collaboration between the Translation Bureau and the Association to look into the matter of work arrangements for Interpreters.

## **Appendix “E”**

### **Memorandum of Understanding Between the Treasury Board and the Canadian Association of Professional Employees (the Association) with Respect to Parliamentary Leave**

This Memorandum confirms the agreement reached by the parties at the bargaining table regarding collaboration between the Translation Bureau and the Association to look into the matter of parliamentary leave.

## **\*\*Appendix “F”**

### **Memorandum of Agreement on Supporting Employee Wellness**

This Memorandum of Agreement is to give effect to the agreement reached between the Employer and the Bargaining Agent (hereinafter referred to as “the parties”) regarding issues of employee wellness. This MOA replaces the prior Employee Wellness MOA previously signed.

The parties have engaged in meaningful negotiations and co-development of comprehensive EWSP language and program design to capture the key features and other recommendations agreed to by the technical committee and steering committee, which is reflected in the Plan Document agreed to by the parties on May 26, 2019.

The program and its principles focus on improving employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury. The previous MOA identified the following key features:

- contained in collective agreements;
- benefits for up to 26 weeks (130 working days) with income support replacement at 100%;
- the annual allotment shall be 9 days of paid sick leave for illness or injury that falls outside of the parameters of the EWSP;
- 100% income replacement during the 3 day (working) qualification period when the employee’s claim is approved;
- qualifying chronic or episodic illnesses will be exempt of the waiting period;
- the qualification period will be waived in cases of hospitalization or recurrence of a prior illness or injury approved under EWSP within 30 days;
- employees are entitled to carry over a maximum of 3 days of unused sick leave credits remaining at the end of the fiscal year, for use in the following fiscal year;
- the accumulation of current sick leave credits will cease once the EWSP is implemented. Employees with banked sick leave in excess of 26 weeks, will be entitled to carry over those excess days to provide extended coverage at 100% income replacement prior to accessing LTD;
- travel time for diagnosis and treatment;
- internal case management and return-to-work services focused on supporting employees when ill or injured;
- an employee on EWSP will be considered to be on leave with pay;
- full costs of administering the EWSP to be borne by Employer;
- and
- increase the quantum of family related leave by one (1) day.

The Plan Document approved on May 26, 2019, takes precedence over the principles if there’s a difference in interpretation.

**Process**

The parties agree to continue the work of the TBS / Bargaining Agent Employee Wellness Support Program (EWSP) Steering Committee, which will focus on finalizing a service delivery model for program implementation, including its governance, for the improvement of employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.

As required, the Steering Committee will direct a sub-committee to make recommendations on the overall implementation, service delivery and governance issues of the Program. As a first priority, the Steering Committee will develop a planning framework with timelines to guide work toward the timely implementation of the new EWSP. A governance model will be developed taking in to account there will be only one (1) EWSP.

The Steering Committee will complete the necessary work on overall implementation, including service delivery and governance issues no later than March 21, 2020, a date which can be moved based on mutual agreement of the parties.

If accepted by the Steering Committee, the recommendation(s) concerning program implementation, including service delivery and governance, as well as the proposal for the EWSP itself, approval will be sought on these elements from the Treasury Board of Canada and by the bargaining units.

If approved by both parties, the parties mutually consent to re-open the collective agreement to vary the agreement only insofar as to include the EWSP wording, and include consequential changes. No further items are to be varied through this reopener; the sole purpose will be EWSP-related modifications. The EWSP Program would be included in the relevant collective agreements only as a reopener.

Should the parties not be able to reach agreement on EWSP, the existing sick leave provisions, as currently stipulated in collective agreements, will remain in force.

For greater certainty, this MOA forms part of the collective agreement.

## **\*\*Appendix “G”**

### **Memorandum of Understanding Agreement with Respect to Leave for Union Business: Cost Recovery**

**Translation (TR): exp. April 18, 2022**

This Memorandum of Agreement (MOA) is to give effect to an agreement reached between the Treasury Board (the Employer) and the Canadian Association of Professional Employees (the Association) to implement a system of cost recovery for leave for union business.

The parties agree to this MOA as a direct consequence of current concerns regarding the implementation of the Phoenix pay system regarding the administration of leave without pay for union business.

- Leave granted to an employee under the following clauses of the TR collective agreement:
  - 10.01(b),
  - 10.05,
  - 10.06,
  - 10.08,
  - 10.09

will be considered leave with pay for periods up to a maximum of three (3) months per fiscal year.

- It is agreed that leave with pay granted under the above-noted clauses for union business will be paid for by the Employer pursuant to this MOA effective on the date of signing.
- The Association shall then compensate the Employer by remitting an amount equivalent to the actual gross salary paid for each person-day, in addition to which shall also be paid the Employer by the Association an amount equal to six per cent (6%) of the actual gross salary for each person-day, which sum represents the Employer’s contribution for the benefits the employee acquired at work during the paid leave period, as per the terms established in this MOA.
- On a bi-monthly basis and within one hundred and twenty (120) days of the end of the relevant period of leave, the hiring department/agency will invoice the Association for the amount owed to them by virtue of this understanding. The amount of the gross salaries and the number of days of leave taken for each employee will be included in the statement.
- The Association agrees to reimburse the department/agency for the invoice within sixty (60) days of the date of the invoice.

---

Yves Beaupré  
Treasury Board of Canada

---

Claude Poirier  
Canadian Association of  
Professional Employees

---

February 5th, 2019

---

February 5th, 2019

## **\*\*Appendix “H”**

### **Memorandum of Understanding Between the Treasury Board and the Canadian Association Professional Employees with Respect to Implementation of the Collective Agreement**

Notwithstanding the provisions of clause 15.03 on the calculation of retroactive payments and clause 42.04 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and Canadian Association Professional Employees (CAPE) regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

#### 1. Calculation of retroactive payments

- a. Retroactive calculations that determine amounts payable to employees for a retroactive period shall be made based on all transactions that have been entered into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment.
- b. Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement rather than based on pay tables in agreement annexes. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of retroactive amount will not affect pension entitlements or contributions relative to previous methods, except in respect of the rounding differences.
- c. Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration, and will maintain their pensionable status as applicable. The elements of salary included in the historical salary records and therefore included in the calculation of retroactivity include:
  - substantive salary
  - promotions
  - deployments
  - acting pay
  - extra duty pay / overtime
  - additional hours worked
  - maternity leave allowance
  - parental leave allowance
  - vacation leave and extra duty pay cash-out
  - severance pay
  - salary for the month of death
  - Transition Support Measure
  - eligible allowances and supplemental salary depending on collective agreement



- d. The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.
- e. Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.

## 2. Implementation

- a. The effective dates for economic increases will be specified in the agreement. Other effective provisions of the collective agreement will be as follows:
  - i. All components of the agreement unrelated to pay administration will come into force on signature of agreement.
  - ii. Changes to existing compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under subparagraph 2(b)(i).
  - iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come in to force as stipulated in subparagraph 2(a)(ii).
- b. Collective agreement will be implemented over the following timeframes:
  - i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of agreement where there is no need for manual intervention.
  - ii. Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.
  - iii. Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five hundred and sixty (560) days after signature of agreement. Manual intervention is generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.

### 3. Employee recourse

- a. An employee who is in the bargaining unit for all or part of the period between the first (1st) day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of four hundred dollars (\$400) payable within one hundred and eighty (180) days of signature, in recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.
- b. Employees in the bargaining unit for whom the collective agreement is not implemented within one hundred and eighty-one (181) days after signature will be entitled to a fifty-dollar (\$50) non-pensionable amount; these employees will be entitled to an additional fifty-dollar (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented, to a total maximum of nine (9) payments. These amounts will be included in their final retroactive payment. For greater certainty, the total maximum amount payable under this paragraph is four hundred and fifty dollars (\$450).
- c. If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of four hundred dollars (\$400); for any period under 3(b), the employee may receive one (1) fifty-dollar (\$50) payment, to a maximum total payment of four hundred and fifty dollars (\$450).
- d. Should the Employer negotiate higher amounts for paragraphs 3(a) or 3(b) with any other bargaining agent representing core public administration (CPA) employees, it will compensate CAPE members for the difference in an administratively feasible manner.
- e. Late implementation of the 2018 collective agreements will not create any entitlements pursuant to the Agreement between the CPA Bargaining Agents and the Treasury Board of Canada with regard to damages caused by the Phoenix Pay System.
- f. Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one hundred and eighty (180) days after signature of the agreement.
- g. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the departmental compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the CAPE regarding the format of the detailed breakdown.
- h. In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay.

**\*\*Appendix “I”****Memorandum of Understanding Between the Treasury Board of Canada and the Canadian Association of Professional Employees with Respect to Workplace Harassment**

This memorandum is to give effect to the agreement reached between the Treasury Board and the Canadian Association of Professional Employees (CAPE).

Both parties share the objective of creating healthy work environments that are free from harassment and violence. In the context of the passage of Bill C-65 *An Act to amend the Canada Labour Code* by the Government of Canada, as well as the Clerk of the Privy Council’s initiative to take action to eliminate workplace harassment, the Treasury Board is developing a new directive covering both harassment and violence situations.

During this process, the Treasury Board will consult with the members of National Joint Council (NJC) on the following:

- mechanisms to guide and support employees through the harassment resolution process;
- redress for the detrimental impacts on an employee resulting from an incident of harassment;
- and
- ensuring that employees can report harassment without fear of reprisal.

Should the CAPE request, the Employer would, in addition to the NJC consultations, agree to bilateral discussions with CAPE. Following such discussions, a report will be provided to the NJC.

The implementation and application of this directive do not fall within the purview of this memorandum or the collective agreement.

This memorandum expires upon issuance of the new directive or on April 18, 2022, whichever comes first.

## **\*\*Appendix “J”**

### **Memorandum of Understanding Between the Treasury Board of Canada and the Association of Professional Employees**

This Memorandum of Understanding (MOU) is to give effect to a good faith understanding between the Employer and the Canadian Association of Professional Employees (CAPE) with respect to the process to be followed for the purpose of addressing some differences that exist between the terms and conditions of employment of the bargaining units as indicated below and the terms and conditions of employment that currently apply to the civilian members of the Royal Canadian Mounted Police (RCMP) represented by CAPE:

- Economics and Social Science Services (EC)
- Translation (TR)

As notices to bargain have been served since the parties entered into on December 1, 2017, the parties have agreed that the negotiations are now being conducted as part of the broader bargaining unit negotiations. This Memorandum replaces the December 1, 2017, memorandum.

The parties agree that:

1. The terms and conditions of employment applicable to RCMP civilian members shall remain applicable until the date of deeming. The Check-Off provisions (Article 10 (EC); Article 11 (TR)), use of Employer facilities (Article 9 (EC); Article 8 (TR)) and contract negotiations meetings and others (Articles 14.10, 14.11 and 14.12 (EC); Articles 10.05, 10.06 and 10.07 (TR)) of the collective agreements continue to apply. It is also understood that any increases to rates of pay and allowances provided to bargaining units prior to deeming will be extended to the corresponding pay-matched civilian member occupational groups.
2. Should an agreement (RCMP CM MOA) to address transition measures applicable to RCMP civilian members be reached prior to the ratification of any tentative agreements with the TR and/or EC groups, the terms and conditions of employment applicable to RCMP civilian members shall remain applicable until the date of deeming, notwithstanding the collective agreement.
3. Should an RCMP CM MOA not be reached prior to the ratification of any tentative agreements with the TR and/or EC groups, a re-opener clause will be included in the collective agreement(s) to address transitional provisions related to vacation leave, sick leave, relocation on retirement, and funeral and burial entitlements. The deadline for reaching a RCMP CM MOA shall be the date of deeming. Should no agreement be reached, the provisions of the applicable collective agreement will apply as of that date.
4. The RCMP CM MOA will be included as a Memorandum of Agreement and appendix in the two TBS group collective agreements.
  - a. The RCMP CM MOA shall not be altered by the bargaining units; and,
  - b. Any subsequent amendments to the RCMP CM MOA shall require the agreement of CAPE and the Employer.

5. If a group collective agreement is not signed prior to deeming, the expired collective agreement will apply to the deemed RCMP Civilian Members in the group on the date of deeming, except that the terms and conditions of employment included in the RCMP CM MOA will be extended to RCMP civilian members.
6. The application of the collective agreements for civilian members, including the RCMP CM MOA, may be brought into force prior to the date of deeming by mutual consent of the two parties, if the May 21, 2020, deeming date is delayed.

Signed in Ottawa on the 20th day of June, 2019.