



# **Research (RE) Agreement Between the Treasury Board and the Professional Institute of the Public Service of Canada Group: Research (All Employees) Expiry date: September 30, 2026**

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professionnel de la fonction publique du Canada Groupe : Recherche (toutes les personnes salariées)  
Date d'expiration : le 30 septembre 2026

# Research (RE)

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

**Group: Research  
(all employees)**

**Codes: 212/216/225/229**

**Expiry date: September 30, 2026**

**This Agreement covers the following classifications:**

## **Code Group**

212 Historical Research (HR) (Historical Research)

216 Mathematics (MA) (Mathematics)

225 Scientific Research (SE) (Scientific Research)

229 Defence Scientific Service (DS) (Defence Scientific Service)

## **Note to readers**

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

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# Part 1: general

## Article 1: purpose of agreement

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**1.01** The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Institute, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting 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**

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

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

means the employees of the Employer in the group described in Article 27 (recognition);

\*\*

**b. “common-law partner” (personne conjointe de fait)**

refers to a person cohabitating in a conjugal relationship with an employee for a continuous period of at least one year;

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

has the same meaning as specified in the *Directive on Terms and Conditions of Employment* on the date of signing of this agreement;

**d. “daily rate of pay” (taux de rémunération journalier)**

means an employee's weekly rate of pay divided by five (5);

**e. "day of rest" (jour de repos)**

in relation to an employee means a day, other than a designated paid holiday, on which that employee is not ordinarily required to perform the duties of the employee's position other than by reason of the employee being on leave;

**f. "designated paid holiday" (jour férié désigné payé)**

means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a holiday in this agreement;

**g. "double time" (tarif double)**

means two (2) times the employee's hourly rate of pay;

**h. "employee" (personne salariée)**

means a person so defined by the *Federal Public Sector Labour Relations Act* and who is a member of the bargaining unit;

**i. "Employer" (Employeur)**

means His Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board;

**j. "headquarters area" (région du lieu d'affectation)**

has the same meaning as given to the expression in the *Travel Directive*;

**k. "hourly rate of pay" (taux de rémunération horaire)**

means a full-time employee's weekly rate of pay divided by thirty-seven decimal five (37.5);

**l. "Institute" (Institut)**

means the Professional Institute of the Public Service of Canada;

**m. "layoff" (mise en disponibilité)**

means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;

**n. "leave" (congé)**

means authorized absence from duty;



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

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

**p. “overtime” (heures supplémentaires)**

means work required by the Employer, to be performed by the employee in excess of the employee’s daily hours of work;

\*\*

**q. “sibling” (fratrie)**

refers to the employee’s sisters and brothers;

**r. “spouse” (la personne conjointe)**

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

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

means one and one half (1 1/2) times the employee’s hourly rate of pay;

**t. “weekly rate of pay” (taux de 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** All elements identified in the table of contents form part of this collective agreement.

## **Article 3: official texts**

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**3.01** The English and French texts of this agreement shall be official.

## **\*\*Article 4: application**

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

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**4.02** The provisions of this agreement are intended to be gender-neutral and inclusive wherever possible. The binary nature of the French language does not always allow the designation of a person or a group by a neutral pronoun. The use of gender-neutral and inclusive language in this agreement is not intended to change, under any circumstances, the application, scope or value of any provision of this agreement.

## **Article 5: management rights**

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

## **Article 6: rights of employees**

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

**6.02** Employees shall have the right to express themselves on science and their research, while respecting the *Values and Ethics Code for the Public Sector* adopted on April 2, 2012, without being designated as an official media spokesperson.

## Preamble

The parties recognize the need to promote creativity and innovation. For the purpose of this article, “publication” shall include, for example, scientific and professional papers, data sets, articles, manuscripts, monographs, audio and visual products, and computer software.

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

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

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

### **7.04**

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

# Part 2: working conditions

## **\*\*Article 8: hours of work**

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Clauses 8.03, 8.05, 8.06, 8.07 and 8.08 do not apply to an employee classified as SE who works a flexible work year.

### **General**

**8.01** For the purpose of this article:

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

**8.02** Employees may be required to submit monthly attendance registers; only those hours of overtime and absences need be specified.

\*\*

### **8.03 Day work**

Except as provided for in clauses 8.04, 8.05 and 8.06:

- a. the normal workweek shall be Monday to Friday inclusive;
- b. an employee shall be granted two (2) consecutive days of rest during each seven (7) day period unless operational requirements do not so permit;
- c. the scheduled workweek shall be thirty-seven decimal five (37.5) hours;
- d. the scheduled workday shall be seven decimal five (7.5) consecutive hours, exclusive of a meal period, between the hours of 6 am and 6 pm; and
- e. upon the request of an employee and the concurrence of the Employer, an employee may work flexible hours so long as the daily hours amount to seven decimal five (7.5). These hours may be non-consecutive.

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

#### **8.04 Flexible work year for employees classified as SE**

This clause does not apply to an employee classified as SE covered by clauses 8.03, 8.05, 8.06, 8.07 and 8.08.

- a. The conduct of scientific research requires an adaptable research environment. Accordingly, every reasonable effort will be made to maintain a research environment where working hours can be arranged to meet the needs of research programs.
- b. The normal work year, subject to the leave provisions of this agreement, shall be nineteen hundred and fifty (1,950) hours, from April 1 to March 31 of the following calendar year, inclusive.
- c. Each employee is expected to organize their hours of work, workdays and days of rest in order to suit their individual research project(s), subject to the approval of the Employer.

#### **Variable hours of work for day workers**

##### **8.05 Compressed workweek**

- a. Notwithstanding the provisions of this article, upon request of an employee and the concurrence of the Employer, an employee may complete their weekly hours of employment in a period of other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-eight (28) day period such

an employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.

- 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 schedule any hours of work permitted by the terms of this agreement.

### **8.06 Winter and summer hours**

The weekly and daily hours of work may be varied by the mutual agreement of the Employer and the employee to allow for summer and winter hours provided the annual total is not changed.

### **Terms and conditions governing the administration of variable hours of work for day workers**

**8.07** The Employer and the Institute agree that for those employees to whom the provisions of clauses 8.05 and 8.06 apply, the provisions of this agreement which specifies days shall be converted to hours. Where this agreement refers to a “day,” it shall be converted to seven decimal five (7.5) hours, except in clause 18.02 (bereavement leave with pay), where a day means a calendar day. Whenever an employee changes their variable hours or no longer works variable hours, all appropriate adjustments will be made.

**8.08** For greater clarity, the following provisions of this agreement shall be administered as provided herein:

- a. **Interpretation and definitions (clause 2.01)**

- “Daily rate of pay” shall not apply.

- b. **Overtime (paragraph 9.03(a))**

- Overtime shall be compensated for all work performed in excess of an employee’s scheduled hours of work on normal working days.

- c. **Designated paid holidays (paragraph 9.03(e))**

- A designated paid holiday shall account for seven decimal five

(7.5) hours.

**d. Travel (clause 14.01)**

Overtime compensation referred to in clause 14.01 shall only be applicable on a workday for hours in excess of the employee's daily scheduled hours of work.

**e. Leave**

When leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the employee would normally have been scheduled to work on that day.

The converted amounts are as follows:

- i. one and two thirds ( $1 \frac{2}{3}$ ) days: twelve decimal five zero (12.50) hours;
- ii. two and one twelfth ( $2 \frac{1}{12}$ ) days: fifteen decimal six two five (15.625) hours;
- iii. five twelfths ( $\frac{5}{12}$ ) day: three decimal one two five (3.125) hours;
- iv. two and one half ( $2 \frac{1}{2}$ ) days: eighteen decimal seven five (18.75) hours.

**\*\*Article 9: overtime**

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This article does not apply to employees classified as SE who work a flexible work year.

Clauses 9.02, 9.03 and 9.08 do not apply to the following:

- employees performing field or sea research work;
- employees classified as DS and performing fieldwork.

**General**

**9.01** All calculations for overtime shall be based on each completed period of fifteen (15) minutes.

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

### **9.03 Overtime compensation**

Subject to clauses 9.04 and 9.05, when an employee is required by the Employer to work overtime, the employee shall be compensated as follows:

- a. on the employee's normal workday, at the rate of time and one half (1 1/2) for each hour of overtime worked;
- b. on the employee's first (1st) day of rest, at the rate of time and one half (1 1/2) for each hour of overtime worked;
- c. on the employee's second (2nd) or subsequent day of rest, at double (2) time for each hour of overtime worked. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;
- d. notwithstanding paragraph (c) above, if, in an unbroken series of consecutive and contiguous calendar days of rest, the Employer permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time and one half (1 1/2) for the first (1st) day worked;
- e. compensation for work on a paid holiday will be in accordance with clause 12.05.

### **9.04 Employees on field or sea research work (except DS)**

An employee on field or sea research work who is not classified as DS shall be compensated for authorized overtime performed on an hour-for-hour basis for all hours worked on a designated paid holiday or a day of rest. No remuneration shall be paid for overtime performed during the normal workweek.

### **9.05 Employees classified as DS on fieldwork**



An employee on fieldwork who is classified as DS and is required by the Employer to work overtime shall be compensated as follows:

- a. on their normal workday, at the rate of time and one half (1 1/2) for each hour of overtime worked in excess of thirty-seven decimal five (37.5) hours in any one workweek up to a maximum of three (3) hours' pay at the time and one half (1 1/2) rate on any normal workday;
- b. on a day of rest, at the rate of time and one half (1 1/2) for each hour of overtime worked up to a maximum of nine (9) hours at the time and one half (1 1/2) rate;
- c. on a designated paid holiday, at the rate of time and one half (1 1/2) for each hour of overtime worked up to a maximum of nine (9) hours at the time and one half (1 1/2) rate plus their regular pay for the day.

### **Compensation or leave with pay**

**9.06** Upon request by the employee or the Employer and by mutual agreement, compensation earned under this article may be taken in the form of compensatory leave, which will be calculated at the applicable rate laid down in this article. Compensatory leave earned in a fiscal year and outstanding on September 30 of the next following fiscal year shall be paid at the employee's daily rate of pay on September 30.

**9.07** When a payment is being made as a result of the application of this article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period during which the employee requested payment, or, if payment is required to liquidate compensatory leave outstanding at the expiry of the fiscal year, the Employer will endeavour to make such payment within six (6) weeks of the commencement of the first (1st) pay period after September 30 of the next following fiscal year

### **9.08 Meals**

- a. An employee who works three (3) or more hours of overtime immediately before or immediately following their scheduled hours of work shall be reimbursed for one meal in the amount of twelve dollars (\$12.00), except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to their place of work.
- b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, they shall be reimbursed for one additional meal in the amount of twelve dollars (\$12.00) except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that they may take a meal break either at or adjacent to their place of work.

\*\*

- c. Paragraphs 9.08(a) and (b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals, or to an employee who has obtained authorization to work at the employee's residence or at another place to which the Employer agrees.

\*\*

**9.09** Payments provided under overtime, call-back, and standby provisions of this agreement shall not be pyramided, that is, an employee shall not receive more than one (1) compensation for the same service.

## **Article 10: call-back**

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This article does not apply to the following:

- employees classified as SE who work a flexible work year.
- employees performing field or sea research work.
- employees classified as DS and performing fieldwork.

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

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

**10.02** Upon request by the employee or the Employer and by mutual agreement, compensation earned under this article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this article. Compensatory leave earned in a fiscal year and outstanding on September 30 of the next following fiscal year shall be paid at the employee's daily rate of pay on September 30.

**10.03** When a payment is being made as a result of the application of this article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period during which the employee requested payment, or, if payment is required to liquidate compensatory leave outstanding at the expiry of the fiscal year, the Employer will endeavour to make such payment within six (6) weeks of the commencement of the first (1st) pay period after September 30 of the next following fiscal year.

## **Article 11: standby**

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This article does not apply to the following:

- employees classified as SE who work a flexible work year.
- employees performing field or sea research work.
- employees classified as DS and performing fieldwork.

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

**11.02** An employee on standby who is called in to work by the Employer and who reports for work shall be compensated in accordance with Article 10 (call-back).

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

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

**\*\*Article 12: designated paid holidays**

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

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

**\*\***

- g. National Day for Truth and Reconciliation,
- h. the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- i. Remembrance Day,
- j. Christmas Day,
- k. Boxing Day,
- l. one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the

first (1st) Monday in August,

and

m. one additional day when proclaimed by an act of Parliament as a national holiday.

**12.02** An employee absent without pay on both the employee's full working day immediately preceding and full working day immediately following a designated paid holiday, is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 32 (leave for labour relations matters).

### **12.03 Designated paid holiday falling on a day of rest**

When a day designated as a paid holiday under clause 12.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first (1st) normal working day following their day of rest.

For greater certainty, employees who do not work on a designated paid holiday are entitled to seven decimal five (7.5) hours' pay at the straight-time rate.

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

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

### **12.05 Compensation for work on a paid holiday**

- a. compensation shall be granted on the basis of time and one half (1 1/2) for each hour worked, in addition, to the compensation that the employee would have been granted had the employee not worked on the designated holiday;

or

- b. when an employee works on a holiday, contiguous to a second (2nd) day of rest on which the employee also worked and received overtime in accordance with paragraph 9.03(c), the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on the holiday, two (2) times the employee's hourly rate of pay for all time worked.

### **12.06 Designated paid holiday coinciding with a day of paid leave**

Where a day that is a designated paid holiday for an employee coincides with a day of leave with pay or is moved as a result of the application of clause 12.03, the designated paid holiday shall not count as a day of leave.

## **Article 13: religious observance**

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### **13.01**

- a. The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill religious obligations.
- b. Employees may, in accordance with the provisions of this agreement, request annual leave, compensatory leave, leave without pay for other reasons in order to fulfill their religious obligations.
- c. Notwithstanding paragraph 13.01(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 their 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 article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

**14.01** When the Employer requires an employee to travel outside their headquarters area for the purpose of performing duties, the employee shall be compensated in the following manner:

- a. On a normal working day on which they travel but do not work, the employee shall receive regular pay for the day.
- b. On a normal working day on which they travel and work, the employee shall be paid:
  - i. their regular pay for the day for a combined period of travel and work not exceeding seven decimal five (7.5) hours, and
  - ii. at the applicable overtime rate for additional travel time in excess of a seven decimal five (7.5) hours period of work and travel, with a maximum payment for such additional travel time not to exceed fifteen (15) hours' pay at the straight-time rate in any day.
- c. On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of fifteen (15) hours' pay at the straight-time rate.

**14.02** For the purpose of clause 14.01, the travelling time for which an employee shall be compensated is as follows:

- a. For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.
- b. For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or workplace, as applicable, direct to the employee's destination and, upon their return, direct back to the employee's residence or workplace.

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

**14.03** All calculations for travelling time shall be based on each completed period of fifteen (15) minutes.

**14.04** Upon request by the employee or the Employer and by mutual agreement, compensation earned under this article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this article. Compensatory leave earned in a fiscal year and outstanding on September 30 of the next following fiscal year shall be paid at the employee's daily rate of pay on September 30.

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

**14.06** This article does not apply to an employee required to perform work in any type of transport in which they are travelling. In such circumstances, the employee shall receive pay for actual hours worked in accordance with the "hours of work," "overtime," and "designated paid holidays" articles.

**14.07** Travelling time shall include time necessarily spent at each stopover en route up to a maximum of five (5) hours provided that such stopover does not include an overnight stay.



**14.08** Compensation under this article shall not be paid for travel time to courses, training sessions, conferences and seminars unless so provided for in the “career development” article.

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#### **14.09 Travel leave status**

- a. An employee who is required to travel outside their headquarters area on government business, as these expressions are defined by the Employer, and is away from their permanent residence for twenty (20) 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 their 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 clauses 9.06 and 9.07.
- d. The provisions of this clause do not apply when the employee travels to attend courses, training sessions, professional conferences and seminars unless the employee is required to attend by the Employer.

#### **\*\*Article 15: leave, general**

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

**15.02** 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 they become subject to this agreement, shall be retained by the employee.

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

**15.04** An employee is not entitled to leave with pay during periods they are on leave without pay, on educational leave or under suspension.

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

### **15.06**

- a. When an employee becomes subject to this agreement, their earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this agreement, their earned hourly leave credits shall be reconverted into days, with one day being equal to seven decimal five (7.5) hours.
- b. When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave will be equal to the number of hours of work scheduled for the employee for the day in question.
- c. Notwithstanding the above, in clause 18.02 (bereavement leave with pay), a “day” will mean a calendar day.

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**15.07** An employee shall not earn or be granted leave credits under this agreement in any month nor in any fiscal year for which leave has already been credited or granted to them under the terms of any other collective agreement or under other rules or regulations applicable to organizations within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*.

## **\*\*Article 16: vacation leave**

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**16.01** The vacation year shall be from April 1 to March 31, inclusive.

### **16.02 Accumulation of vacation leave credits**

An employee shall earn vacation leave credits for each calendar month during which the employee receives pay for at least seventy-five (75) hours at the following rate:

- a. twelve decimal five (12.5) hours at the employee's straight-time hourly rate until the month in which the employee's sixteenth (16th) anniversary occurs;
- b. thirteen decimal seven five (13.75) hours at the employee's straight-time hourly rate commencing with the month in which the employee's sixteen (16th) anniversary of service occurs;
- c. 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;
- d. 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 eighteenth (18th) year of service occurs;
- e. sixteen decimal eight seven five (16.875) hours at the employee's straight-time hourly rate commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- f. 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-eighth (28th) anniversary of service occurs.

**16.03** For the purpose of clauses 16.02 and 16.18 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on layoff and is reappointed to the public service within one (1) year following the date of layoff.

For the purpose of clause 16.03 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.

For greater certainty, severance termination benefits taken under clauses 20.05 to 20.08 of Appendix "G," or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not left the public service.

#### **16.04 Entitlement to vacation leave with pay**

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

#### **16.05 Provision for vacation leave**

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

#### **16.06 Replacement of vacation leave**

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

- a. is granted bereavement leave,
  - b. is granted leave with pay because of illness in the immediate family,
- or

c. is granted sick leave on production of a medical certificate, the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee, and approved by the Employer, or reinstated for use at a later date.

### **16.07 Carry-over**

- a. Where in any vacation year, an employee has not been granted all of the vacation leave credited to them, the unused portion of the employee's vacation leave credits, up to a maximum of two hundred and sixty-two point five (262.5) hours, shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty-two point five (262.5) hours shall be automatically paid at the employee's daily rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position on the last day of the vacation year.
- b. During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve point five (112.5) hours may be paid at the employees' daily rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position on March 31 of the previous vacation year.
- c. Notwithstanding paragraph (a), if on the date of signing of this agreement or on the date an employee becomes subject to this agreement, an employee has more than two hundred and sixty-two point five (262.5) hours of unused vacation leave credits earned during previous years, a minimum of seventy-five (75) hours credit per year shall be granted, or paid by March 31 of each year, until all vacation leave credits in excess of two hundred and sixty-two point five (262.5) hours have been liquidated. Payment shall be in one instalment per year, and shall be at the employee's daily rate of pay as calculated from the classification prescribed in the certificate of appointment of

the employee's substantive position on March 31 of the applicable previous vacation year.

#### **16.08 Recall from vacation leave**

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

- a. in proceeding to the employee's place of duty,  
and
- b. in returning to the place from which the employee was recalled if they immediately resume vacation upon completing the assignment for which they were recalled, after submitting such accounts as are normally required by the Employer.

**16.09** The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 16.08 to be reimbursed for reasonable expenses incurred by them.

#### **16.10 Cancellation of vacation leave**

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

#### **16.11 Advance payments**

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

on vacation leave for the period concerned. Pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlement and shall be recovered in full prior to any further payment of salary.

### **16.12 Leave when employment terminates**

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

### **16.13 Vacation leave credits for severance pay**

Where the employee requests, the Employer shall grant the employee any unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of layoff.

### **16.14 Abandonment**

Notwithstanding clause 16.12, an employee whose employment is terminated by reason of a declaration that they abandoned their position is entitled to receive the payment referred to in clause 16.12 if they request it within six (6) months following the date upon which their employment is terminated.

### **16.15 Recovery on termination**

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

## **16.16 Appointment to a separate agency**

Notwithstanding clause 16.12, an employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* may choose not to be paid for unused vacation leave credits, provided that the appointing organization will accept such credits.

## **16.17 Appointment from a separate agency**

The Employer agrees to accept the unused vacation leave credits up to a maximum of thirty-five (35) days of an employee who resigns from an organization listed in Schedule V of the *Financial Administration Act* in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

## **16.18**

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- a. Employees 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 clause 16.03. For greater clarity, an employee shall be credited the leave described in 16.18(a) only once in their total period of employment in the public service.
- b. The vacation leave credits provided in paragraph 16.18(a) shall be excluded from the application of paragraph 16.07 dealing with the carry-over of vacation leave.

## **Article 17: sick leave**

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### **17.01 Credits**

An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee receives pay for at least seventy-five (75) hours.



**17.02** An employee shall be granted sick leave with pay when they are unable to perform their duties because of illness or injury provided that:

- a. they satisfy the Employer of this condition in such a manner and at such a time as may be determined by the Employer,  
and
- b. they have the necessary sick leave credits.

**17.03** Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury they were unable to perform their duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 17.02(a).

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

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

**17.06** Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 17.02 above, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to one hundred eighty-seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for other than death or layoff, the recovery of the advance from any monies owed the employee.

**17.07** Sick leave credits earned but unused by an employee during a previous period of employment in the public service shall be restored to an employee whose employment was terminated by reason of layoff and who is reappointed in the public service within two (2) years from the date of layoff.

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

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### **18.02 Bereavement leave with pay**

For the purpose of this clause, immediate family is defined as parents (or, alternatively, stepparents or foster parents), siblings, spouse (including common-law partner resident with the employee), children (including children of common-law partner), stepchildren or wards of the employee, grandchildren, grandparents, parents-in-law, children-in-law, any relatives 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. With respect to this person, an employee shall be entitled to bereavement leave with pay once in their career in the federal public administration.

- a. When a member of the employee's immediate family dies, an employee shall be entitled to bereavement leave with pay. This 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 the employee shall be paid for those days which are not regularly scheduled days of rest for the 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.

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- d. An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of the employee's aunt, uncle, sibling-in-law and grandparent of spouse.

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- e. An employee is entitled to three (3) consecutive working days of bereavement leave with pay in the event of a stillbirth experienced by them or their spouse or common-law partner or where they would have been a parent of the child born as a result of the pregnancy. For greater certainty, stillbirth is defined as an unborn child on or after twenty (20) weeks of pregnancy. The leave may be taken during the period that begins on the day on which the stillbirth occurs and ends no later than twelve (12) weeks after the latest of the days on which any funeral, burial or memorial service in respect of the stillbirth occurs.
- f. If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which they would have been eligible for bereavement leave with pay under paragraphs 18.02(a), 18.02(d), and 18.02(e), the employee shall be granted bereavement leave with pay and their paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

- g. 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 or their delegate may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a different manner than that provided for in paragraphs 18.02(a), 18.02(d) and 18.02(e).
- h. If, during a period of paid leave, an employee is bereaved in circumstances under which they would have been eligible for bereavement leave under this clause, they shall be granted bereavement leave and their paid leave credits shall be restored to the extent of any concurrent bereavement leave granted.

### **18.03 Pregnancy/maternity leave without pay**

- a. An employee who becomes pregnant shall, upon request, be granted pregnancy/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 pregnancy/maternity leave without pay and their newborn child is hospitalized,  
or
  - ii. where the employee has proceeded on pregnancy/maternity leave without pay and then returns to work for all or part of the period while their newborn child is hospitalized,the period of pregnancy/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 while the employee was not on pregnancy/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 pregnancy/maternity leave without pay may elect to:
  - i. use earned vacation and compensatory leave credits up to and beyond the date that their pregnancy terminates;
  - ii. use their sick leave credits up to and beyond the date that their pregnancy terminates, subject to the provisions set out in Article 17 (sick leave). For purposes of this subparagraph, the terms “illness” or “injury” used in Article 17 (sick leave), shall include medical disability related to pregnancy.
- f. An employee shall inform the Employer in writing of their plans to take leave with and without pay to cover their absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence while 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.

#### **18.04 Pregnancy/maternity allowance**

- a. An employee who has been granted pregnancy/maternity leave without pay shall be paid a pregnancy/maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that they:
  - i. have completed six (6) months of continuous employment before the commencement of their pregnancy/maternity leave without pay,



ninety (90) days or less is not indebted for the amount if their 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. Pregnancy/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 their 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 a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, they are eligible to receive the difference between ninety-three per cent (93%) of their weekly rate and the recruitment and retention "terminable allowance," if applicable, and the maternity benefit, less any other monies earned during this period which may result in a decrease in the employee's maternity benefit to which they 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 pregnancy/maternity leave without pay, they are eligible to receive a further pregnancy/maternity allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay for each week (and the recruitment and retention "terminable

allowance," if applicable), less any other monies earned during this period.

- d. At the employee's request, the payment referred to in subparagraph 18.04(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 the Québec Parental Insurance Plan maternity benefits.
- e. The pregnancy/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 they 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 pregnancy/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 pregnancy/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 and the recruitment and retention "terminable allowance," if applicable, referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which they are appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of pregnancy/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 and the recruitment and retention “terminable allowance,” if applicable, they were being paid on that day.

- i. Where an employee becomes eligible for a pay increment or pay revision that would increase the pregnancy/maternity allowance, the allowance shall be adjusted accordingly.
- j. Pregnancy/maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee’s deferred remuneration or severance pay.

### **18.05 Special pregnancy/maternity allowance for totally disabled employees**

a. An employee who:

- i. fails to satisfy the eligibility requirement specified in subparagraph 18.04(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 the employee from receiving Employment Insurance or the Québec Parental Insurance maternity benefits, and
- ii. has satisfied all of the other eligibility criteria specified in paragraph 18.04(a), other than those specified in sections 18.04(a)(iii)(A) and (B)

shall be paid, in respect of each week of pregnancy/maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee’s weekly rate of pay and the recruitment and retention “terminable allowance,” if applicable, and the gross amount of their weekly disability benefit under the DI Plan, the LTD plan or through the *Government Employees Compensation Act*.

- b. An employee shall be paid an allowance under this clause and under clause 18.04 for a combined period of no more than the number of weeks while the employee would have been eligible for maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan had the employee not been disqualified from Employment Insurance or the Quebec Parental Insurance maternity benefits for the reasons described in subparagraph 18.05(a)(i).

### **18.06 Medical appointment for pregnant employees**

- a. Up to three decimal seven five (3.75) hours of 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.

### **18.07 Pregnancy/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 their job functions or reassign them to another job if, by reason of the pregnancy or nursing, continuing any of their current functions may pose a risk to their health or that of the fetus or child.
- b. An employee's request under paragraph 18.07(a) above 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 18.07(a) above is entitled to continue in their current job while the Employer examines their request, but, if the risk posed by continuing any of the employee's

job functions so requires, they are entitled to be immediately assigned alternative duties until such time as the Employer:

- i. modifies the employee's job functions or reassigns the employee,  
or
  - ii. informs them in writing that it is not reasonably practicable to modify the employee's job functions or reassign the employee.
- d. Where reasonably practicable, the Employer shall modify the employee's job functions or reassign the employee.
- 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 original medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

### **18.08 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 and at the discretion of the Employer, the leave referred to in paragraphs (a) and (b) above may be taken in two periods.

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 while their 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 while 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 before 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.

### **18.09 Parental allowance**

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

- **Option 1: standard parental benefits, paragraphs 18.09(c) to (k),**  
or
- **Option 2: extended parental benefits, paragraphs 18.09(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 Québec 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 the employee:

- i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
- ii. provides the Employer with proof that they have applied for and are in receipt of parental, paternity or adoption benefits under the Employment Insurance Plan or the Québec 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 their parental leave without pay, unless the return-to-work date is modified by the approval of another form of leave;
- B. Following their 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 18.04(a)(iii) (B), if applicable. Where the employee has elected the extended parental allowance, following their return to work, as described in section (A), the employee will work for a period equal to sixty per cent (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 18.04(a)(iii)(B), if applicable.
- C. should the employee fail to return to work as described in section (A) or should they return to work but fail to work the total period specified in section (B), for reasons other than death, layoff, 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*, the employee will be indebted to the Employer for an amount determined as follows:

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

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 the employee's 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 subparagraphs 18.08(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 their 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, adoption or paternity benefits, under the Employment Insurance Plan or the Québec Parental Insurance Plan, the employee is eligible to receive the difference between ninety-three per cent (93%) of their weekly

rate (and the recruitment and retention “terminable allowance” if applicable) and the parental, adoption or paternity benefits, less any other monies earned during this period which may result in a decrease in their parental, adoption or paternity benefits to which they 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 Québec 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 at ninety-three per cent (93%) 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;
- iv. where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec 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 (and the recruitment and retention “terminable allowance” if applicable), less any other monies earned during this period;
- v. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, they are 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 (and the recruitment and retention “terminable allowance” if applicable), less any other monies earned during this period, unless said employee



has already received the one (1) week of allowance contained in subparagraph 18.04(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 (and the recruitment and retention “terminable allowance” if applicable) less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraphs 18.04(c)(iii) and 18.09(c)(v) for the same child;
- d. At the employee’s request, the payment referred to in subparagraph 18.09(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 parental benefits.
- e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that they are 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 pregnancy/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 pregnancy/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 (and the recruitment and retention “terminable allowance” if applicable) to which the employee is entitled for the substantive level to which they are 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 (and the recruitment and retention “terminable allowance” if applicable), 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 the 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, pregnancy/maternity and standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined pregnancy/maternity and parental leave without pay.

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

- l. 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 subparagraphs 18.08(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 the employee’s 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, they are eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of their weekly rate (and the recruitment and retention “terminable allowance” if applicable) and the parental benefits, less any other monies earned during this period which may result in a decrease in their parental benefits to which they 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, they are 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), less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 18.04(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), less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 18.04(c)(iii) for the same child;
- m. At the employee’s request, the payment referred to in subparagraph 18.09(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 they are 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 paragraph (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 they are 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 (and the recruitment and retention "terminable allowance" if applicable), 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, pregnancy/maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined pregnancy/maternity and parental leave without pay.

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

a. An employee who:

- i. fails to satisfy the eligibility requirement specified in subparagraph 18.09(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 the Québec Parental Insurance benefits, and
- ii. has satisfied all of the other eligibility criteria specified in paragraph 18.09(a), other than those specified in sections 18.09(a)(iii)(A) and (B),

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

- b. An employee shall be paid an allowance under this clause and under clause 18.09 for a combined period of no more than the number of weeks while the employee would have been eligible for parental, paternity, or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance benefits for the reasons described in subparagraph 18.10(a)(i).

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

- a. Both parties recognize the importance of access to leave for the purpose of care for the immediate family.
- b. For the purpose of this article, family is defined as parents (including stepparents or foster parents), siblings, stepsiblings, spouse (including common-law partner residing with the employee), children (including children of common-law partner), stepchildren, foster children or wards of the employee, parents-in-law, children-in-law, grandchildren, grandparents, 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.
- c. Subject to paragraph 18.11(b), an employee shall be granted leave without pay for the care of family in accordance with the following conditions:
  - i. an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
  - ii. leave granted under this article shall be for a minimum period of three (3) weeks;
  - iii. the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the public service;
  - iv. leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.
- d. An employee who has proceeded on leave without pay may change their return-to-work date if such change does not result in additional costs to the Employer.

- e. All leave granted under leave without pay for the long-term care of a parent or under leave without pay for the care and nurturing of preschool age children under the terms of previous collective agreements will not count towards the calculation of the maximum amount of time allowed for care of immediate family during an employee's total period of employment in the public service.

### **18.12 Caregiving leave**

- a. An employee who provides the Employer with proof that they are 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 18.12(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 18.12(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.

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

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

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

#### **18.14 Leave without pay for relocation of spouse**

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



b. Leave without pay granted under this clause shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave for the employee involved except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

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

- a. For the purpose of this clause, family is defined as spouse (or common-law partner resident with the employee); children (including children of legal or common-law partner, foster children and wards of the employee); parents (including stepparents or foster parents); parents-in-law, siblings, stepsiblings, grandparents of the employee, grandchildren, any relative permanently 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 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 clause shall not exceed thirty-seven decimal (37.5) hours in a fiscal year.
- c. Subject to paragraph 18.15(b), the Employer shall grant leave with pay under the following circumstances:
  - i. an employee is expected to make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude the employee’s absence from work; however, when alternate arrangements are not possible, an employee shall be granted leave for a medical or dental appointment when the family member is incapable of attending the appointment alone, or

for appointments with appropriate authorities in schools or adoption agencies; an employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible;

- ii. leave with pay to provide for the immediate and temporary care of a sick or elderly member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- iii. leave with pay for needs directly related to the birth or the adoption of the employee's child;
- iv. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
- v. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;

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- vi. to visit a family member who, due to an incurable terminal illness, is nearing the end of their life;

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- vii. fifteen (15) hours of the applicable hours stipulated in paragraph 18.15(b) above may be used to attend an appointment with a legal or paralegal representative for non-employment-related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

### **18.16 Court leave with pay**

Leave with pay shall be given to every employee, other than an employee already on leave without pay, on education leave, or under suspension who is required:

- a. to be available for jury selection;

- b. to serve on a jury;  
or
- c. by subpoena or summons to attend as a witness in any proceeding 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 the employee's 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.

### **18.17 Personnel selection leave with pay**

Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the public service, as defined in the *Federal Public Sector Labour Relations Act*, the employee is entitled to leave with pay for the period while 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 the employee's presence is so required. This clause applies equally in respect of the personnel selection processes related to deployment.

### **18.18 Injury-on-duty leave with pay**

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a provincial workers' compensation board that the employee is unable to perform the employee's duties because of:

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

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

### **18.19 Examination leave**

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

### **18.20 Other leave with pay**

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- a. At its discretion, the Employer may grant leave with pay for purposes other than those specified in this agreement, including military or civil defence training, emergencies affecting the community or place of work, and when circumstances not directly attributable to the employee prevent the employee reporting for duty; such leave shall not be unreasonably withheld.

- b. **Personal leave**

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, 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 a time convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.

### **18.21 Other leave without pay**

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

### **18.22 Domestic violence leave**

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For the purposes of this article domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from a family member, or 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.

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- 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 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 article shall not exceed seventy-five (75) hours in a fiscal year.

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d. Unless otherwise informed by the employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the employer, be considered as meeting the requirements of this article.

e. Notwithstanding paragraphs 18.22(b) to 18.22(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.

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### **18.23 Leave for traditional Indigenous practices**

a. Subject to operational requirements as determined by the Employer, fifteen (15) hours of leave with pay and twenty-two decimal five (22.5) hours of leave without pay per fiscal year shall be granted to an employee who self-declares as an Indigenous person and who requests leave to engage in traditional Indigenous practices, including land-based activities such as hunting, fishing, and harvesting.

For the purposes of this clause, an Indigenous person means First Nations, Inuit or Métis.

b. Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this clause shall, when delivered to the Employer, be considered as meeting the requirements of this clause.

- c. An employee who intends to request leave under this clause must give notice to the Employer as far in advance as possible before the requested period of leave.
- d. As an alternative to leave without pay as per paragraph 18.23(a), at the request of the employee and at the discretion of the Employer, time off with pay, up to a total amount of twenty-two decimal five (22.5) hours, may be granted to the employee in order to fulfill their traditional Indigenous practices. 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.
- e. Leave or time off with pay under this clause may be taken in one or more periods. Each period of leave shall not be less than seven decimal five (7.5) hours.

## **\*\*Article 19: career development**

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### **19.01 General**

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

### **19.02 Education leave**

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

- b. An employee on education leave without pay under this article may receive an allowance in lieu of salary of up to one hundred per cent (100%) of the employee's annual rate of pay, 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 allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- c. Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- d. As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:
- i. fails to complete the course,
  - ii. does not resume employment with the Employer on completion of the course,
- or
- iii. ceases to be employed, except by reason of death or layoff, before termination of the period the employee has undertaken to serve after completion of the course,
- the employee shall repay the Employer all allowances paid to the employee under this clause during the education leave or such lesser sum as shall be determined by the Employer.

### **19.03 Conferences and professional development**



The parties to this agreement recognize that attendance at professional or scientific conferences, symposia, workshops and other gatherings of a similar nature constitutes an integral part of an employee's professional activities and that attendance and participation in such gatherings is recognized as an important element in enhancing creativity in the conduct of scientific research or professional development. In this context, the parties also recognize the importance of research networking with national and international peers and active participation in the business and organization of relevant scientific and professional societies.

**a. Professional or scientific conferences**

- i. An employee will attend professional or scientific conferences when it is deemed by management that such attendance will benefit the research program or the employee's career development.
- ii. Each employee will have the opportunity to attend conferences, symposia, workshops, and other gatherings of a similar nature, which the employee deems relevant and beneficial to the research program or the employee's career development. The Employer shall make a reasonable effort to approve the employee's request subject to operational requirements.
- iii. Final approval or denial to attend professional or scientific conferences under paragraph 19.03(a) will be communicated to the employee at least fourteen (14) calendar days before the registration deadline of the conference or the abstract submission deadline, whichever is earlier, provided that the employee's application to attend a professional or scientific conference under paragraph 19.03(a) is submitted at least ninety (90) calendar days before the registration deadline of the conference or the abstract submission deadline, whichever is earlier.
- iv. Upon request, an employee who is refused attendance at a conference will be provided with the reason for refusal in writing.

- v. An employee who attends such a conference, symposium, workshop, and other gatherings of a similar nature, shall be considered to be on duty and, as required, in travel status.
- vi. An employee shall not be entitled to any compensation under Article 14 (travelling time), in respect of hours the employee is travelling to or from a conference or similar gathering.

**b. Professional development**

- i. The parties recognize the desirability of improving professional standards by giving employees the opportunity:
  - A. to conduct research or to perform work related to their normal research programs in institutions or locations other than their normal place of work, including non-public service locations, to carry out research in the employee's field of specialization not specifically related to the employee's assigned work projects when in the opinion of the Employer such research is needed to enable the employee to perform the employee's assigned role more adequately,
  - or

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- B. to participate in language workshops, or courses or immersion programs to attain, improve and/or maintain their language competencies.
- ii. An employee, in consultation with the Employer, may apply at any time for professional development under this clause, and the Employer shall make a reasonable effort to grant such professional assignments subject to operational requirements.
- iii. An employee may be selected by the Employer for such development under this clause, in which case the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.

- iv. An employee selected for professional development under this clause will continue to receive the employee's normal compensation, including any increase or improvement for which the employee may become eligible.
- v. An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate. Where the professional development occurs outside of Canada, the provisions of the Foreign Service Directives may apply as specified in FSD 3: Application.

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- vi. Upon request, an employee who is refused professional development will be provided with the reason for refusal in writing.

#### **19.04 Selection criteria**

- a. The Employer shall establish selection criteria for granting leave under clauses 19.02 and 19.03. A copy of these criteria will be provided to an employee who so requests and to the Institute representative on the Departmental Career Development Consultation Committee. The Employer, on request, will consult with the Institute representative on the Committee with regard to the selection criteria.
- b. All applications for leave under clauses 19.02 and 19.03 will be reviewed by the Employer. A list of the names of the applicants to whom the Employer grants leave under clauses 19.02 and 19.03 will be provided to the Institute representative on the Departmental Career Development Consultation Committee.

#### **19.05 Departmental Career Development Consultation Committee**

- a. The parties to this collective agreement acknowledge the mutual benefits to be derived from consultation on career development. To this effect the parties agree that such consultation will be held at the departmental level either through the existing Joint Consultation

Committee or through the creation of a Departmental Career Development Consultation Committee. A consultation committee as determined by the parties, may be established at the local, regional or national level.

- b. The Departmental Consultation Committee shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.
- c. Employees forming the continuing membership of the Departmental Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.
- d. The Employer recognizes the use of such committees for the purpose of providing information, discussing the application of policy, promoting understanding and reviewing problems.
- e. It is understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this agreement.

#### **19.06 Joint Institute / Treasury Board Career Development Committee**

- a. In addition to consultation on career development at the departmental level referred to in clause 19.05, the representatives of the Employer and the Institute agree to establish a Joint Institute / Treasury Board Career Development Committee.
- b. In establishing this committee, it is understood by the parties that departments are responsible for the application of the policies related to career development.
- c. It is understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any

commitment made be construed as to alter, amend, add to or modify the terms of this agreement.

## **Article 20: severance pay**

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**20.01** Under the following circumstances and subject to clause 20.02, an employee shall receive severance benefits calculated on the basis of their weekly rate of pay:

### **a. Layoff**

- i. On the first (1st) layoff, for the first (1st) complete 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 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).
- ii. On second (2nd) or subsequent layoff one week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under subparagraph 20.01(a)(i) above.

### **b. 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.

**c. Rejection on probation**

On 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, one (1) week's pay for each complete year of probation.

**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 of reasons of incapacity pursuant to paragraph 12(1)(e) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

ii. When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reasons of termination for cause of reasons of incompetence pursuant to paragraph 12(2)(d) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

**20.02** 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 was already granted severance pay, retiring leave or a lump sum in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under this article be pyramided.

For greater certainty, payments made in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) pursuant to clauses 20.05 to 20.08 of Appendix "G" or similar provisions in

other collective agreements shall be considered as a termination benefit for the administration of clause 20.02.

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

**20.04** 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 "G."

**20.05** 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 "G."

## **Article 21: statement of duties**

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

## **Article 22: registration fees**

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**22.01** Both parties recognize the importance of employees becoming members of and actively participating in the business and organization of relevant scientific and professional activities, such as organizing symposiums, being committee members, office holders, editors of scientific journals and reviewers of scientific papers.

**22.02** The Employer shall reimburse an employee for their payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the

performance of the duties of the employee's position.

**22.03** When the payment of membership or registration fees to an organization or governing body is not a requirement for the continuation of the performance of the duties of an employee's position:

The Employer will reimburse some costs related to an employee's membership fee to a professional or scientific society that is linked to an employee's area of expertise, linked to the conduct of their research at work, and when the Employer is satisfied that the costs incurred for the employee by the Crown for expenses on relevant scientific and professional activities such as conference registration, publication fees, or training are lower than what would otherwise be incurred as a result of that membership.

Where documentation is provided and the Employer is satisfied that the difference between non-membership and membership fees associated with relevant scientific and professional activities could have realized financial savings for the Crown, the employee will be reimbursed either:

- a. the yearly cost of the membership;
- or
- b. the savings that would have been realized linked to the employee's membership,

whichever is less but not exceeding one thousand five hundred dollars (\$1,500).

## **\*\*Article 23: allowances**

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### **23.01 Diving allowance**

- a. Employees whose job duties require them to dive (as that word is hereinafter defined) shall be paid an allowance of twenty-five dollars (\$25.00) per hour. The minimum allowance shall be two (2) hours per dive.



- b. A dive is the total of any period or periods of time during any eight (8) hour period in which an employee carries out required underwater work with the aid of a self-contained air supply.

### **23.02 Flying allowance**

- a. An employee, except an employee in receipt of a responsibility allowance, who in the performance of their duties is required to work in experimental aircraft whilst in flight, shall receive an allowance of one hundred dollars (\$100.00) per month provided that the employee completes not less than fifteen (15) hours in the performance of such duties during any period of three (3) consecutive months.
- b. For the purposes of this clause an experimental aircraft is defined as an aircraft for which the Ministry of Transport has issued a flight permit valid for the purpose of experimental research.

### **23.03 Field or sea research allowance**

This clause does not apply to employees classified as DS.

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- a. An employee who meets the conditions set forth below shall be paid a field or sea research allowance of four hundred dollars (\$400.00) for each fifteen (15) calendar day period, provided that:
  - i. they complete a minimum of fifteen (15) calendar days on field or sea research work in a consecutive three hundred and sixty-five (365) day period,
  - ii. the minimum number of days referred to in subparagraph (i) above is made up of periods of not less than two (2) consecutive calendar days.
- b. Once the conditions of subparagraphs (a)(i) and (ii) above are met, an employee shall be paid on a pro rata basis for periods of field or sea research work of less than fifteen (15) calendar days.

## **Article 24: immunization**

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

## **Article 25: technological change**

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**25.01** The parties have agreed that in cases where, as a result of technological change, the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the workforce adjustment agreement in Appendix "D" concluded by the parties will apply. In all other cases, the following clauses will apply:

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

- a. the introduction by the Employer of equipment or material of a substantially different nature than that previously utilized which will result in significant changes in the employment status or working conditions of employees;
- or
- b. a major change in the Employer's operation directly related to the introduction of that equipment or material which will result in significant changes in the employment status or working conditions of the employees.

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

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

**25.05** The written notice provided for in clause 25.04 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.

**25.06** As soon as reasonably practicable after notice is given under clause 25.04, the Employer shall consult with the Institute concerning the effects of the technological change referred to in clause 25.04 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.

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

## **Article 26: safety and health**

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

# Part 3: labour relations matters

## Article 27: recognition

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**27.01** The Employer recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on June 16, 1999, covering employees of the Research Group.

**27.02** The Employer recognizes that it is a proper function and a right of the Institute to bargain with a view to arriving at a collective agreement and the Employer and the Institute agree to bargain in good faith, in accordance with the provisions of the *Federal Public Sector Labour Relations Act*.

## Article 28: Union dues

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

**28.02** The Institute shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 28.01.

**28.03** For the purpose of applying clause 28.01, deductions from pay for each employee in respect of each month will start with the first (1st) full month of employment to the extent that earnings are available.

**28.04** An employee who satisfies the Institute as to the bona fides of the employee's claim and declares in an affidavit that they are a member of a religious organization whose doctrine prevents them as a matter of conscience from making financial contributions to an employee organization and that they will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this

article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved. The Institute will inform the Employer accordingly.

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

**28.06** The amounts deducted in accordance with clause 28.01 shall be remitted to the Institute by electronic payment within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

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

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

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

## **Article 29: use of Employer facilities**

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### **29.01 Access by an Institute representative**

An accredited representative of the Institute may be permitted access to the Employer's premises on stated Institute business, to assist in the resolution of a complaint or grievance, and to attend meetings called by management.

Permission to enter the premises shall, in each case, be obtained from the Employer.

### **29.02 Bulletin boards**

Reasonable space on the Employer's bulletin boards, including electronic bulletin boards where available, will be made available to the bargaining agent for the posting of official notices, in convenient locations determined by the Employer and the Institute. Notices or other material shall require the prior approval of the Employer, except notices relating to the business affairs of the Institute and social and recreational events. The Employer shall have the right to refuse the posting of any information which the Employer considers adverse to the Employer's interests or to the interests of any of the Employer's representatives.

### **29.03 Institute literature**

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

**29.04** The Employer will provide a readily available confidential environment or meeting space for employees to meet with a steward or staff representative of the Institute in each work location.

### **\*\*Article 30: information**

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

**30.02** The Employer agrees to supply each employee with a copy of the collective agreement and any amendments thereto. For the purposes of satisfying the Employer's obligations under this clause, employees may be given electronic access to this agreement, provided that the Employer advises each employee that the agreement is available electronically and how it can be accessed.

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**30.03** Upon the written request of an employee, the Employer shall make available at a mutually satisfactory time National Joint Council agreements listed in clause 36.03 which have a direct bearing on the requesting employee's terms and conditions of employment. For the purposes of satisfying the Employer's obligations under this clause, employees may be given electronic access to the National Joint Council Agreements.

**30.04** The Employer agrees to distribute to each new employee an information package prepared and supplied by the Institute. Such information package shall require the prior approval of the Employer.

## **Article 31: stewards**

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

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

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

### **31.04 Leave for stewards**

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

## **Article 32: leave for labour relations matters**

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

#### **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, paragraphs 186(1)(a), 186(1)(b), subparagraph 186(2)(a)(i), paragraph 186(2)(b), section 187, subsections 188(a) or 189(1) of the FPSLRA, the Employer will grant leave with pay:

- a. to an employee who makes a complaint on their own behalf before the Federal Public Sector Labour Relations and Employment Board,  
and
- b. to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Institute making a complaint.

### **32.02 Applications for certification, representations and interventions with respect to applications for certification**

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

- a. to an employee who represents the Institute in an application for certification or in an intervention,  
and



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

### **32.03 Employee called as a witness**

The Employer will grant leave with pay:

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

### **32.04 Arbitration Board, Public Interest Commission hearings and Alternative Dispute Resolution Process**

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

### **32.05 Employee called as a witness**

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

### **32.06 Adjudication**

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

- a. a party to an adjudication,  
or
- b. the representative of an employee who is a party to an adjudication,  
or
- c. a witness called by an employee who is party to an adjudication.

### **32.07 Meetings during the grievance process**

## **Employee presenting grievance**

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

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

### **32.08 Employee who acts as representative**

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

### **32.09 Grievance investigations**

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

### **32.10 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 Institute.

### **32.11 Preparatory contract negotiations meetings**

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

### **32.12 Meetings between the Institute and management**

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

### **32.13 Institute meetings and conventions**

Where operational requirements permit, the Employer will grant leave without pay to an employee to attend meetings and conventions provided in the Constitution and By-Laws of the Institute.

### **32.14 Stewards' training courses**

- a. Where operational requirements permit, the Employer will grant leave without pay to employees appointed as stewards by the Institute, to undertake training sponsored by the Institute related to the duties of a steward.
- b. Where operational requirements permit, the Employer will grant leave with pay to employees appointed as stewards by the Institute, to attend training sessions concerning Employer-employee relations sponsored by the Employer.

## **Article 33: contracting out**

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**33.01** The Employer will continue past practice in giving all reasonable consideration to continued employment in the public service of employees who would otherwise become redundant because work is contracted out.

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

## **Article 34: interpretation of agreement**

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

## **\*\*Article 35: grievance procedure**

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**35.01** 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.

### **35.02 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 they feel 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 their terms and conditions of employment.

### **35.03 Group grievances**

Subject to and as provided in section 215 of the *Federal Public Sector Labour Relations Act*, the Institute 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 Institute 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.

### **35.04 Policy grievances**

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

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

### **35.05**

- a. For the purposes of this article, a grievor is an employee or, in the case of a group or policy grievance, a steward, Institute staff person or other

authorized representative appointed by the Institute.

- 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 Institute 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 Institute, within the time limits prescribed in clause 35.12, 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.

**35.06** 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.

**35.07** 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.

**35.08** 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 35.06, 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 the employee has the approval of and is represented by the Institute.

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**35.09** There shall be a maximum of three (3) steps in the grievance procedure. These levels shall be as follows:

- a. Step 1: first level of management;
- b. Step 2: intermediate level;
- c. Final step: chief executive or an authorized representative.

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

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

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

**35.12** A grievor may present a grievance to the first step of the procedure in the manner prescribed in clause 35.06, 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 35.04 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.

**35.13** 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 35.14, within fifteen (15) days after presentation by the grievor of the grievance at the previous step.

**35.14** 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 Institute shall normally reply to a policy grievance presented by the Employer within thirty (30) days.

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

**35.16** 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 <sup>86</sup>



in the grievance process is final and binding and no further action may be taken under the *Federal Public Sector Labour Relations Act*.

**35.17** 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.

**35.18** Where the provisions of clause 35.06 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.

**35.19** The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the grievor and, where appropriate the Institute representative, except as provided in clause 35.21.

**35.20** 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 Institute.

**35.21** Where the Employer demotes or terminates an employee pursuant to paragraphs 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 Institute.

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

**35.23** 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.

**35.24** 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 paragraphs 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.

**35.25** 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 Institute signifies in prescribed manner:

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

### **35.26 Expedited adjudication**

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

The Professional Institute of the Public Service of Canada 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 Institute 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 (2) 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 36: National Joint Council agreements**

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**36.01** Agreements concluded by the National Joint Council (NJC) of the public service on items which may be included in a collective agreement, and which the parties to this agreement have endorsed after December 6, 1978, as amended from time to time, will form part of this collective 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 subsection 113(b) of the FPSLRA.

**36.02** The NJC items which may be included in a collective agreement are those which parties to the NJC agreements have designated as such or upon which the chairperson of the Federal Public Sector Labour Relations and Employment Board has made a ruling pursuant to paragraph (c) of the NJC Memorandum of Understanding which became effective December 6, 1978, as amended from time to time.

**36.03** All directives, policies or regulations which the Institute has opted to take part in consultation, as amended from time to time by National Joint Council recommendation and which have been approved by the Treasury Board, form part of this collective agreement. The list may be found at [www.njc-cnm.gc.ca](http://www.njc-cnm.gc.ca).

Grievances in regard to the NJC directives, policies or regulations shall be filed in accordance with clause 35.01 of this collective agreement.

## **Article 37: joint consultation**

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

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

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

### **37.04 Joint Consultation Committee meetings**

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

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

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

## **Article 38: standards of discipline**

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

**38.02** Where an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning the employee or to render a disciplinary decision concerning the employee, the employee is entitled to have, upon request, a representative of the Institute attend the meeting when the representative is readily available. Where practicable, the employee shall receive a minimum of two (2) working days' notice of such a meeting.

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

**38.04** Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period. This period will automatically be extended by the length of any period of leave without pay.

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

**38.06** Subject to the *Access to Information Act* and the *Privacy Act*, the Employer shall provide the employee access to the information used during the disciplinary investigation.

## **Article 39: labour disputes**

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

# Part 4: other terms and conditions

## **\*\*Article 40: part-time employees**

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### **40.01 Definition**

Part-time employee means a person whose normal scheduled hours of work are less than thirty-seven decimal five (37.5) hours per week, but not less than those prescribed in the *Federal Public Sector Labour Relations Act*.

### **40.02 General**

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 compared with the normal weekly hours of work of full-time employees unless otherwise specified in this agreement.

**40.03** Part-time employees shall be paid at the 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 unless the employee is working other daily or weekly hours of work as prescribed pursuant to Article 8 (hours of work).

**40.04** The days of rest provisions of this collective agreement apply only in a week when a part-time employee has worked five (5) days and a minimum of thirty-seven decimal five (37.5) hours in a week at the hourly rate of pay.

**40.05** Leave will only be provided:

- a. during those periods in which employees are scheduled to perform their duties;
- or
- b. where it may displace other leave as prescribed by this agreement.

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### **40.06 Designated holidays**

A part-time employee shall not be paid for the designated holidays but shall, instead be paid a premium of four decimal six per cent (4.6%) for all straight-time hours worked during the period of part-time employment.

- a. Should an additional day be proclaimed by an act of Parliament as a national holiday, as per paragraph 12.01(m), this premium will increase by zero decimal thirty-eight (0.38) percentage points.
- b. The effective date of the percentage point increase will be within one hundred and eighty (180) days after the additional day is proclaimed by an act of Parliament as a national holiday, but not before the day on which the holiday is first observed.

**40.07** Subject to Article 9 (overtime), when a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 12.01 of this agreement, the employee shall be paid time and one half (1 1/2) the hourly rate of pay for all hours worked on the holiday. The provisions of clause 9.06 (compensatory leave) do not apply.

#### **40.08 Overtime**

“Overtime” means work required by the Employer, to be performed by the employee, in excess of those hours prescribed in clause 40.03 but does not include time worked on a holiday.

**40.09** Subject to Article 9 (overtime), a part-time employee who is required to work overtime shall be paid at time and one half (1 1/2) for all overtime hours worked. The provisions of clause 9.06 (compensatory leave) do not apply.

#### **40.10 Vacation leave**

A part-time employee shall earn vacation 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 clause 16.02 (vacation leave) pro-rated and calculated as follows:



- a. when the entitlement is nine decimal three seven five (9.375) hours a month, zero decimal two five zero (0.250) 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, zero decimal three three three (0.333) 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, zero decimal three six seven (0.367) 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, zero decimal three eight three (0.383) 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, zero decimal four one seven (0.417) 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, zero decimal four five zero (0.450) 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, zero decimal five zero zero (0.500) multiplied by the number of hours in the employee's workweek per month.

#### **40.11 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.

#### **40.12 Vacation and sick leave administration**

- a. For the purposes of administration of clauses 40.10 and 40.11, 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 vacation or sick leave credits in excess of the entitlement of a full-time employee.

#### **40.13 Severance pay**

Notwithstanding the provisions of Article 20 (severance pay), where the period of continuous employment in respect of which a severance benefit is to be paid consists of both full-and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate classification to produce the severance pay benefit.

**40.14** The weekly rate of pay referred to in clause 40.13 shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in the employee's certificate of appointment, immediately prior to the termination of their employment.

### **Article 41: employee performance review and employee files** [Top of page](#)

**41.01** For the purpose of this article,

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

#### **41.02**

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

**41.03** When an employee disagrees with the assessment and/or appraisal of their work they shall have the right to present written counter arguments to the manager(s) or committee(s) responsible for the assessment and/or appraisal decision.

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

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

**41.06**

- a. Prior to an employee appraisal the employee shall be given:
  - i. the evaluation form which will be used for the appraisal;
  - ii. any written document which provides instructions to the person conducting the appraisal;

- b. If, during the appraisal, either the form or instructions are changed, they shall be given to the employee.

## **Article 42: employment references**

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

## **Article 43: sexual harassment**

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

### **43.02**

- 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 43.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

**43.03** 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.

**43.04** 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 Act* and *Privacy Act*.

## **\*\*Article 44: no discrimination**

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

#### **44.02**

- 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 44.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

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

**44.04** 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 Act* and *Privacy Act*.

## **Part 5: pay and duration**

### **Article 45: pay**

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**45.01** Except as provided in clauses 45.01 to 45.07 inclusive, and the Notes to Appendix A of this agreement, the terms and conditions governing the application of pay to employees are not affected by this agreement.

**45.02** 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 the employee is appointed, if the classification coincides with that

prescribed in the employee's certificate of appointment,

or

- b. the pay specified in Appendix "A" for the classification prescribed in the employee's certificate of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.

**45.03** The rates of pay set forth in Appendix "A" shall become effective on the date specified therein.

**45.04** Only rates of pay and compensation for overtime which has been paid to an employee during the retroactive period will be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee.

#### **45.05 Pay administration**

When two (2) or more of the following actions occur on the same date, namely appointment, pay increment, pay revision, the employee's rate of pay shall be calculated in the following sequence:

- a. the employee shall receive the pay increment;
- b. the employee's rate of pay shall be revised;
- c. the employee's rate of pay on appointment shall be established in accordance with this agreement.

#### **45.06 Rates of pay**

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

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) below 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 groups identified in Article 1 of this agreement 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 shown immediately 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 *Directive on Terms and Conditions of Employment*, 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 shown immediately below the rate of pay being received prior to the revision;
- v. no payment or no notification shall be made pursuant to paragraph 45.05(b) for one dollar (\$1.00) or less.

#### **45.07 Acting pay**

This clause does not apply to employees classified as DS.

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

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

- a. The required number of consecutive working days referred to in clause 45.07 is as follows:
  - five (5) consecutive working days for employees classified as HR;
  - five (5) consecutive working days for employees classified as MA;
- b. For employees classified as SE, the wording of clause 45.07 does not apply. In its place the following applies:

When an employee is required by the Employer to substantially perform the duties of a position of a higher classification level, other than one classified as SE-RES, on an acting basis, for a period of at least five (5) consecutive days the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts. When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for the purpose of the qualifying period.

## **Article 46: agreement reopener**

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**46.01** This agreement may be amended by mutual consent. If either party wishes to amend or vary this agreement, it shall give to the other party notice of any amendment proposed and the parties shall meet and discuss such proposal not later than one (1) calendar month after receipt of such notice.

## **\*\*Article 47: duration**

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**47.01** The duration of this collective agreement shall be from the date it is signed to September 30, 2026.

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



**47.03** The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and twenty (120) days from the date of its execution.

Signed at Ottawa, this 1st day of March 2024.

<b>The Treasury Board</b>	<b>The Professional Institute of the Public Service of Canada</b>
Carole Bidal	Jennifer Carr
Nadia Desmeules	Yvonne James
Karine Beauchamp	Jean Bérubé
Joseph Baranski	Kathleen Emberson
Louise Boudreau	John MacFarlane
Nataliya Dormann	Matthew MacLeod
Gilles Girard	Steve Cui
Kim Houston	Jason Rancourt
Kathryn Lagrandeur	Richard Lestage
Josée Owen	Virginie Roy
Andrew Rowbotham	
Carrie Taylor	
Wesley Yung	

## **\*\*Appendix “A”**

**HR: Historical Research annual rates of pay**

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### **Table legend**

- \$) Effective October 1, 2021
- A) Effective October 1, 2022
- X) Effective October 1, 2022 – wage adjustment
- B) Effective October 1, 2023
- Y) Effective October 1, 2023 – pay line adjustment
- W) Effective within 180 days from the date of signing – restructure (HR-2)
- C) Effective October 1, 2024
- Z) Effective October 1, 2024 – wage adjustment
- D) Effective October 1, 2025

## HR-1: annual rates of pay (in dollars)

Effective date	Range/Step 1 *	Step 2	Step 3	Step 4	Step 5
<b>\$) October 1, 2021</b>	37,658 to 62,458	64,742	67,092	69,445	71,803
<b>A) October 1, 2022</b>	38,976 to 64,644	67,008	69,440	71,876	74,316
<b>X) October 1, 2022 – Wage Adjustment</b>	39,463 to 65,452	67,846	70,308	72,774	75,245
<b>B) October 1, 2023</b>	40,647 to 67,416	69,881	72,417	74,957	77,502
<b>Y) October 1, 2023- Pay Line Adjustment</b>	40,850 to 67,753	70,230	72,779	75,332	77,890
<b>C) October 1, 2024</b>	41,667 to 69,108	71,635	74,235	76,839	79,448
<b>Z) October 1, 2024 – Wage Adjustment</b>	41,771 to 69,281	71,814	74,421	77,031	79,647
<b>D) October 1, 2025</b>	42,606 to 70,667	73,250	75,909	78,572	81,240
<hr/> <p>* with intermediate steps of \$10</p> <hr/>					

## HR-2: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
<b>\$) October 1, 2021</b>	72,449	75,003	77,567	80,132	N/A
<b>A) October 1, 2022</b>	74,985	77,628	80,282	82,937	N/A
<b>X) October 1, 2022 – Wage Adjustment</b>	75,922	78,598	81,286	83,974	N/A
<b>B) October 1, 2023</b>	78,200	80,956	83,725	86,493	N/A
<b>Y) October 1, 2023 – Pay Line Adjustment</b>	78,591	81,361	84,144	86,925	N/A
<b>W) Within 180 days from the date of signing – Restructure</b>	78,591	81,361	84,144	86,925	89,533

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>C) October 1, 2024</b>	80,163	82,988	85,827	88,664	91,324
<b>Z) October 1, 2024 – Wage Adjustment</b>	80,363	83,195	86,042	88,886	91,552
<b>D) October 1, 2025</b>	81,970	84,859	87,763	90,664	93,383

**HR-3: annual rates of pay (in dollars)**

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>\$) October 1, 2021</b>	82,891	85,845	88,804	91,756
<b>A) October 1, 2022</b>	85,792	88,850	91,912	94,967
<b>X) October 1, 2022 – Wage Adjustment</b>	86,864	89,961	93,061	96,154
<b>B) October 1, 2023</b>	89,470	92,660	95,853	99,039
<b>Y) October 1, 2023- Pay Line Adjustment</b>	89,917	93,123	96,332	99,534
<b>C) October 1, 2024</b>	91,715	94,985	98,259	101,525
<b>Z) October 1, 2024 – Wage Adjustment</b>	91,944	95,222	98,505	101,779
<b>D) October 1, 2025</b>	93,783	97,126	100,475	103,815

**HR-4: annual rates of pay (in dollars)**

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>\$) October 1, 2021</b>	96,361	99,938	103,506	107,077
<b>A) October 1, 2022</b>	99,734	103,436	107,129	110,825
<b>X) October 1, 2022 – Wage Adjustment</b>	100,981	104,729	108,468	112,210
<b>B) October 1, 2023</b>	104,010	107,871	111,722	115,576
<b>Y) October 1, 2023- Pay Line Adjustment</b>	104,530	108,410	112,281	116,154
<b>C) October 1, 2024</b>	106,621	110,578	114,527	118,477
<b>Z) October 1, 2024 – Wage Adjustment</b>	106,888	110,854	114,813	118,773
<b>D) October 1, 2025</b>	109,026	113,071	117,109	121,148

**HR-5: annual rates of pay (in dollars)**

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
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<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>\$) October 1, 2021</b>	104,031	109,381	114,735	120,086
<b>A) October 1, 2022</b>	107,672	113,209	118,751	124,289
<b>X) October 1, 2022 – Wage Adjustment</b>	109,018	114,624	120,235	125,843
<b>B) October 1, 2023</b>	112,289	118,063	123,842	129,618
<b>Y) October 1, 2023- Pay Line Adjustment</b>	112,850	118,653	124,461	130,266
<b>C) October 1, 2024</b>	115,107	121,026	126,950	132,871
<b>Z) October 1, 2024 – Wage Adjustment</b>	115,395	121,329	127,267	133,203
<b>D) October 1, 2025</b>	117,703	123,756	129,812	135,867

Rates of pay will be adjusted within 180 days of signature of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix I, as a lump-sum payment. In particular:

- a. Year 1 (2022) increases (i.e., “A” and “X”): paid as a retroactive lump sum payment equal to a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 4.794% of October 1, 2021, rates.
- b. Year 2 (2023) increases (i.e., “B” and “Y”): paid as a retroactive lump sum payment equal to the year 1 increases plus a 3.00% economic increase and a 0.50% pay line adjustment, for a compounded total increase of 8.477% of October 1, 2021, rates.

## **Pay notes**

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## **Pay increment**

1. The pay increment period for all employees, other than those paid in that part of the HR-1 scale of rates identified by ten-dollar (\$10) intermediate steps, is fifty-two (52) weeks and a pay increment shall be to the next rate in the scale of rates.

2. For all employees paid in that part of the HR-1 scale of rates identified by ten-dollar (\$10) intermediate steps, the pay increment period is twenty-six (26) weeks and a pay increment shall be three hundred dollars (\$300), or such higher amount that the Employer may determine, provided that the last rate in that part of the scale of rates identified by ten-dollar (\$10) intermediate steps is not exceeded.

### **Pay adjustment administration**

3. Effective October 1, 2022, an employee shall be paid in the "A" scale of rates at the rate shown immediately below the employee's former rate, except that an employee paid in the HR-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid effective October 1, 2022, at a rate that is three decimal five per cent (3.5%) higher than their former rate rounded to the nearest ten dollars (\$10), provided that the last step in the ten-dollar (\$10) step part of the scale is not exceeded.

4. Effective October 1, 2022, an employee shall be paid in the "X" scale of rates at the rate shown immediately below the employee's former rate, except that an employee paid in the HR-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid effective October 1, 2022, at a rate that is one decimal two five per cent (1.25%) higher than their former rate rounded to the nearest ten dollars (\$10), provided that the last step in the ten-dollar (\$10) step part of the scale is not exceeded.

5. Effective October 1, 2023, an employee shall be paid in the "B" scale of rates, at the rate shown immediately below the employee's former rate, except that an employee paid in the HR-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid effective October 1, 2023, at a rate that is three per cent (3.0%) higher than the former rate, rounded to the nearest ten dollars (\$10), provided that the last step in the ten-dollar (\$10) step part of the scale is not exceeded.

6. Effective October 1, 2023, an employee shall be paid in the "Y" scale of rates at the rate shown immediately below the employee's former rate, except that an employee paid in the HR-1 scale of rates identified by ten-

dollar (\$10) intermediate steps shall be paid effective October 1, 2023, at a rate that is zero decimal five per cent (0.5%) higher than their former rate rounded to the nearest ten dollars (\$10), provided that the last step in the ten-dollar (\$10) step part of the scale is not exceeded.

7. Effective October 1, 2024, an employee shall be paid in the "C" scale of rates at the rate shown immediately below the employee's former rate, except that an employee paid in the HR-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid effective October 1, 2024, at a rate that is two per cent (2.0%) higher than their former rate rounded to the nearest ten dollars (\$10), provided that the last step in the ten-dollar (\$10) step part of the scale is not exceeded.
8. Effective October 1, 2024, an employee shall be paid in the "Z" scale of rates at the rate shown immediately below the employee's former rate, except that an employee paid in the HR-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid effective October 1, 2024, at a rate that is zero decimal two five per cent (0.25%) higher than their former rate rounded to the nearest ten dollars (\$10), provided that the last step in the ten-dollar (\$10) step part of the scale is not exceeded.
9. Effective October 1, 2025, an employee shall be paid in the "D" scale of rates at the rate shown immediately below the employee's former rate, except that an employee paid in the HR-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid effective October 1, 2025, at a rate that is two per cent (2.0%) higher than their former rate rounded to the nearest ten dollars (\$10), provided that the last step in the ten-dollar (\$10) step part of the scale is not exceeded.
10. Notwithstanding pay note 3, where in the retroactive period, an employee, other than one to whom pay notes 7, 8 and 9 apply, was paid on initial appointment at a rate of pay above the minimum, or was promoted or transferred and paid at a rate of pay above the rate specified by the regulations for promotion or transfer, they shall be paid in the new scale of rates at the rate shown immediately below the former rate, unless the employee was otherwise informed in writing

prior to their appointment that a negotiated pay increase would not apply to them, in which case the employee shall be paid at the rate of pay nearest to but not less than the rate of pay at which they were appointed.

11. An increase from that part of the HR-1 scale identified by ten-dollar (\$10) intermediate steps in the fixed incremental part of the scale shall take place on the date on which the Employer certifies that the employee should be paid at that rate.
12. Every employee being paid in that part of the HR-1 scale identified by ten-dollar (\$10) intermediate steps will have their performance reviewed by the Employer within two (2) years of their appointment to that part of the scale with a view to ascertaining whether the employee should be paid at the first (1st) step in the fixed incremental part of the scale. On the basis of this review, the Employer will decide whether to certify that the employee should be paid at that point in time at the first (1st) step in that part of the scale. An employee who continues to be paid in that part of the scale identified by ten-dollar (\$10) intermediate steps after the second (2nd) anniversary of their appointment will have their performance reviewed at least annually thereafter.
13. The pay increment date for an employee, appointed to a position in the bargaining unit on promotion, demotion or from outside the public service after the date of signing of this agreement, shall be the first (1st) Monday following the pay increment period specified in the pay notes as calculated from the date of the promotion, demotion or appointment from outside the public service.

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14. Within one hundred and eighty (180) days of the signing of the collective agreement, on the date of restructure, employees at the HR-2 level that have been at Step 4 for at least twelve (12) months, will move to the new maximum Step 5 which is 3.0% higher than the existing maximum.

**Table legend**

- \$) Effective October 1, 2021
- A) Effective October 1, 2022
- X) Effective October 1, 2022 – wage adjustment
- B) Effective October 1, 2023
- Y) Effective October 1, 2023 – pay line adjustment
- C) Effective October 1, 2024
- Z) Effective October 1, 2024 – wage adjustment
- D) Effective October 1, 2025

**MA-1: annual rates of pay (in dollars)**

Effective date	Range / Step 1
<b>\$) October 1, 2021</b>	34,643 to 61,476
<b>A) October 1, 2022</b>	35,856 to 63,628
<b>X) October 1, 2022 – Wage Adjustment</b>	36,304 to 64,423
<b>B) October 1, 2023</b>	37,393 to 66,356
<b>Y) October 1, 2023- Pay Line Adjustment</b>	37,580 to 66,688
<b>C) October 1, 2024</b>	38,332 to 68,022
<b>Z) October 1, 2024 – Wage Adjustment</b>	38,428 to 68,192
<b>D) October 1, 2025</b>	39,197 to 69,556

**MA-2: annual rates of pay (in dollars)**

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>\$) October 1, 2021</b>	60,832	62,564	64,290	66,133	68,294	70,424	72,855
<b>A) October 1, 2022</b>	62,961	64,754	66,540	68,448	70,684	72,889	75,405
<b>X) October 1, 2022 – Wage Adjustment</b>	63,748	65,563	67,372	69,304	71,568	73,800	76,348
<b>B) October 1, 2023</b>	65,660	67,530	69,393	71,383	73,715	76,014	78,638



<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>Y) October 1, 2023- Pay Line Adjustment</b>	65,988	67,868	69,740	71,740	74,084	76,394	79,031
<b>C) October 1, 2024</b>	67,308	69,225	71,135	73,175	75,566	77,922	80,612
<b>Z) October 1, 2024 – Wage Adjustment</b>	67,476	69,398	71,313	73,358	75,755	78,117	80,814
<b>D) October 1, 2025</b>	68,826	70,786	72,739	74,825	77,270	79,679	82,430

**MA-3: annual rates of pay (in dollars)**

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>\$) October 1, 2021</b>	74,058	76,615	79,174	81,753	84,338	87,248
<b>A) October 1, 2022</b>	76,650	79,297	81,945	84,614	87,290	90,302
<b>X) October 1, 2022 – Wage Adjustment</b>	77,608	80,288	82,969	85,672	88,381	91,431
<b>B) October 1, 2023</b>	79,936	82,697	85,458	88,242	91,032	94,174
<b>Y) October 1, 2023- Pay Line Adjustment</b>	80,336	83,110	85,885	88,683	91,487	94,645
<b>C) October 1, 2024</b>	81,943	84,772	87,603	90,457	93,317	96,538
<b>Z) October 1, 2024 – Wage Adjustment</b>	82,148	84,984	87,822	90,683	93,550	96,779
<b>D) October 1, 2025</b>	83,791	86,684	89,578	92,497	95,421	98,715

**MA-4: annual rates of pay (in dollars)**

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>\$) October 1, 2021</b>	88,431	91,054	93,934	96,824	99,698	103,137
<b>A) October 1, 2022</b>	91,526	94,241	97,222	100,213	103,187	106,747
<b>X) October 1, 2022 – Wage Adjustment</b>	92,670	95,419	98,437	101,466	104,477	108,081
<b>B) October 1, 2023</b>	95,450	98,282	101,390	104,510	107,611	111,323
<b>Y) October 1, 2023- Pay Line Adjustment</b>	95,927	98,773	101,897	105,033	108,149	111,880

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>C) October 1, 2024</b>	97,846	100,748	103,935	107,134	110,312	114,118
<b>Z) October 1, 2024 – Wage Adjustment</b>	98,091	101,000	104,195	107,402	110,588	114,403
<b>D) October 1, 2025</b>	100,053	103,020	106,279	109,550	112,800	116,691

**MA-5: annual rates of pay (in dollars)**

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>\$) October 1, 2021</b>	103,597	106,489	110,123	113,712	117,636
<b>A) October 1, 2022</b>	107,223	110,216	113,977	117,692	121,753
<b>X) October 1, 2022 – Wage Adjustment</b>	108,563	111,594	115,402	119,163	123,275
<b>B) October 1, 2023</b>	111,820	114,942	118,864	122,738	126,973
<b>Y) October 1, 2023- Pay Line Adjustment</b>	112,379	115,517	119,458	123,352	127,608
<b>C) October 1, 2024</b>	114,627	117,827	121,847	125,819	130,160
<b>Z) October 1, 2024 – Wage Adjustment</b>	114,914	118,122	122,152	126,134	130,485
<b>D) October 1, 2025</b>	117,212	120,484	124,595	128,657	133,095

**MA-6: annual rates of pay (in dollars)**

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>\$) October 1, 2021</b>	115,408	119,061	122,557	125,952	130,299
<b>A) October 1, 2022</b>	119,447	123,228	126,846	130,360	134,859
<b>X) October 1, 2022 – Wage Adjustment</b>	120,940	124,768	128,432	131,990	136,545
<b>B) October 1, 2023</b>	124,568	128,511	132,285	135,950	140,641
<b>Y) October 1, 2023- Pay Line Adjustment</b>	125,191	129,154	132,946	136,630	141,344
<b>C) October 1, 2024</b>	127,695	131,737	135,605	139,363	144,171
<b>Z) October 1, 2024 – Wage Adjustment</b>	128,014	132,066	135,944	139,711	144,531
<b>D) October 1, 2025</b>	130,574	134,707	138,663	142,505	147,422

## MA-7: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
<b>\$) October 1, 2021</b>	126,366	129,806	133,246	136,707	141,424
<b>A) October 1, 2022</b>	130,789	134,349	137,910	141,492	146,374
<b>X) October 1, 2022 - Wage Adjustment</b>	132,424	136,028	139,634	143,261	148,204
<b>B) October 1, 2023</b>	136,397	140,109	143,823	147,559	152,650
<b>Y) October 1, 2023- Pay Line Adjustment</b>	137,079	140,810	144,542	148,297	153,413
<b>C) October 1, 2024</b>	139,821	143,626	147,433	151,263	156,481
<b>Z) October 1, 2024 - Wage Adjustment</b>	140,171	143,985	147,802	151,641	156,872
<b>D) October 1, 2025</b>	142,974	146,865	150,758	154,674	160,009

Rates of pay will be adjusted within 180 days of signature of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix I, as a lump-sum payment. In particular:

- a. Year 1 (2022) increases (i.e. "A" and "X"): paid as a retroactive lump sum payment equal to a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 4.794% of October 1, 2021, rates.
- b. Year 2 (2023) increases (i.e., "B" and "Y"): paid as a retroactive lump sum payment equal to the ear 1 increases plus a 3.00% economic increase and a 0.50% pay line adjustment, for a compounded total increase of 8.477% of October 1, 2021, rates.

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### Pay notes

#### Pay increment

1. The pay increment period for all employees in the MA-1 level is six (6) months, and the minimum pay increase shall be three hundred

dollars (\$300) or such higher amount that the Employer may determine, or if there is no such step, to the maximum of the pay range.

2. For all employees other than MA-1, the pay increment period is twelve (12) months. The pay increment shall be to the next higher rate in the pay range.

### **Pay adjustment administration**

3. Effective October 1, 2022, an employee shall be paid in the "A" scale of rates at the rate shown immediately below the employee's former rate, except that an employee paid as MA-1, shall be paid effective October 1, 2022, at a rate that is three decimal five per cent (3.5%) higher than their former rate provided that the maximum rate is not exceeded.
4. Effective October 1, 2022, an employee shall be paid in the "X" scale of rates at the rate shown immediately below the employee's former rate, except that an employee paid as MA-1, shall be paid effective October 1, 2022, at a rate that is one decimal two five per cent (1.25%) higher than their former rate provided that the maximum rate is not exceeded.
5. Effective October 1, 2023, an employee shall be paid in the "B" scale of rates at the rate shown immediately below the employee's former rate, except that an employee paid as MA-1, shall be paid effective October 1, 2023, at a rate that is three per cent (3.0%) higher than the former rate provided that that the maximum rate is not exceeded.
6. Effective October 1, 2023, an employee shall be paid in the "Y" scale of rates at the rate shown immediately below the employee's former rate, except that an employee paid as MA-1, shall be paid effective October 1, 2023, at a rate that is zero decimal five per cent (0.5%) higher than their former rate provided that the maximum rate is not exceeded.
7. Effective October 1, 2024, an employee shall be paid in the "C" scale of rates at the rate shown immediately below the employee's former rate, except that an employee paid as MA-1, shall be paid effective October 1, 2024, at a rate that is two per cent (2.0%) higher than their former rate provided that the maximum rate is not exceeded.

8. Effective October 1, 2024, an employee shall be paid in the “Z” scale of rates at the rate shown immediately below the employee’s former rate, except that an employee paid as MA-1, shall be paid effective October 1, 2024, at a rate that is zero decimal two five per cent (0.25%) higher than their former rate provided that the maximum rate is not exceeded.
9. Effective October 1, 2025, an employee shall be paid in the “D” scale of rates at the rate shown immediately below the employee’s former rate, except that an employee paid as MA-1 shall be paid effective October 1, 2025, at a rate that is two per cent (2.0%) higher than their former rate provided that the maximum rate is not exceeded.

### **Appointment above the minimum**

10. Notwithstanding pay notes 3 to 9, where in the retroactive period, an employee was paid on initial appointment at a rate of pay above the minimum, or was promoted or transferred and paid at a rate of pay above the rate specified by the regulations for promotion or transfer, the employee shall be paid in the new scale of rates at the rate shown immediately below their former rate, unless they were otherwise informed in writing prior to their appointment that a negotiated pay increase would not apply to them, in which case the employee shall be paid at the rate of pay nearest to but not less than the rate of pay at which they were appointed.
11. The pay increment date for an employee, appointed on or after December 23, 1980, to a position in the bargaining unit upon promotion, demotion or from outside the public service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to December 23, 1980, remains unchanged.

**SE: Scientific Research annual rates of pay**

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**Table legend**

- \$) Effective October 1, 2021
- A) Effective October 1, 2022
- X) Effective October 1, 2022 – Wage Adjustment
- B) Effective October 1, 2023
- Y) Effective October 1, 2023 – Pay Line Adjustment
- C) Effective October 1, 2024
- Z) Effective October 1, 2024 – Wage Adjustment
- D) Effective October 1, 2025

**Subgroup: Research Scientist**

**SE-RES-1: annual rates of pay (in dollars)**

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>\$) October 1, 2021</b>	60,333	63,506	66,678	69,858	73,029	76,196	79,376	81,758
<b>A) October 1, 2022</b>	62,445	65,729	69,012	72,303	75,585	78,863	82,154	84,620
<b>X) October 1, 2022 – Wage Adjustment</b>	63,226	66,551	69,875	73,207	76,530	79,849	83,181	85,678
<b>B) October 1, 2023</b>	65,123	68,548	71,971	75,403	78,826	82,244	85,676	88,248
<b>Y) October 1, 2023- Pay Line Adjustment</b>	65,449	68,891	72,331	75,780	79,220	82,655	86,104	88,689
<b>C) October 1, 2024</b>	66,758	70,269	73,778	77,296	80,804	84,308	87,826	90,463
<b>Z) October 1, 2024 – Wage Adjustment</b>	66,925	70,445	73,962	77,489	81,006	84,519	88,046	90,689
<b>D) October 1, 2025</b>	68,264	71,854	75,441	79,039	82,626	86,209	89,807	92,503

**SE-RES-2: annual rates of pay (in dollars)**

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>\$) October 1, 2021</b>	74,914	79,581	84,241	88,906	93,575	98,231	102,899	107,565
<b>A) October 1, 2022</b>	77,536	82,366	87,189	92,018	96,850	101,669	106,500	111,330

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>X) October 1, 2022 – Wage Adjustment</b>	78,505	83,396	88,279	93,168	98,061	102,940	107,831	112,722
<b>B) October 1, 2023</b>	80,860	85,898	90,927	95,963	101,003	106,028	111,066	116,104
<b>Y) October 1, 2023- Pay Line Adjustment</b>	81,264	86,327	91,382	96,443	101,508	106,558	111,621	116,685
<b>C) October 1, 2024</b>	82,889	88,054	93,210	98,372	103,538	108,689	113,853	119,019
<b>Z) October 1, 2024 – Wage Adjustment</b>	83,096	88,274	93,443	98,618	103,797	108,961	114,138	119,317
<b>D) October 1, 2025</b>	84,758	90,039	95,312	100,590	105,873	111,140	116,421	121,703

**SE-RES-2: annual rates of pay (in dollars) (continued)**

<b>Effective date</b>	<b>Step 9</b>	<b>Step 10</b>
<b>\$) October 1, 2021</b>	112,218	115,585
<b>A) October 1, 2022</b>	116,146	119,630
<b>X) October 1, 2022 – Wage Adjustment</b>	117,598	121,125
<b>B) October 1, 2023</b>	121,126	124,759
<b>Y) October 1, 2023- Pay Line Adjustment</b>	121,732	125,383
<b>C) October 1, 2024</b>	124,167	127,891
<b>Z) October 1, 2024 – Wage Adjustment</b>	124,477	128,211
<b>D) October 1, 2025</b>	126,967	130,775

**SE-RES-3: annual rates of pay (in dollars)**

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
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<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>\$) October 1, 2021</b>	94,675	98,411	102,147	105,880	109,617	113,358	117,095	120,832
<b>A) October 1, 2022</b>	97,989	101,855	105,722	109,586	113,454	117,326	121,193	125,061
<b>X) October 1, 2022 - Wage Adjustment</b>	99,214	103,128	107,044	110,956	114,872	118,793	122,708	126,624
<b>B) October 1, 2023</b>	102,190	106,222	110,255	114,285	118,318	122,357	126,389	130,423
<b>Y) October 1, 2023- Pay Line Adjustment</b>	102,701	106,753	110,806	114,856	118,910	122,969	127,021	131,075
<b>C) October 1, 2024</b>	104,755	108,888	113,022	117,153	121,288	125,428	129,561	133,697
<b>Z) October 1, 2024 - Wage Adjustment</b>	105,017	109,160	113,305	117,446	121,591	125,742	129,885	134,031
<b>D) October 1, 2025</b>	107,117	111,343	115,571	119,795	124,023	128,257	132,483	136,712

**SE-RES-3: annual rates of pay (in dollars) (continued)**

<b>Effective date</b>	<b>Step 9</b>	<b>Step 10</b>
<b>\$) October 1, 2021</b>	124,567	128,304
<b>A) October 1, 2022</b>	128,927	132,795
<b>X) October 1, 2022 - Wage Adjustment</b>	130,539	134,455
<b>B) October 1, 2023</b>	134,455	138,489
<b>Y) October 1, 2023- Pay Line Adjustment</b>	135,127	139,181
<b>C) October 1, 2024</b>	137,830	141,965



<b>Effective date</b>	<b>Step 9</b>	<b>Step 10</b>
<b>Z) October 1, 2024 – Wage Adjustment</b>	138,175	142,320
<b>D) October 1, 2025</b>	140,939	145,166

**SE-RES-4: annual rates of pay (in dollars)**

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>\$) October 1, 2021</b>	113,381	117,532	121,678	125,825	129,979	134,120	138,269	142,418
<b>A) October 1, 2022</b>	117,349	121,646	125,937	130,229	134,528	138,814	143,108	147,403
<b>X) October 1, 2022 – Wage Adjustment</b>	118,816	123,167	127,511	131,857	136,210	140,549	144,897	149,246
<b>B) October 1, 2023</b>	122,380	126,862	131,336	135,813	140,296	144,765	149,244	153,723
<b>Y) October 1, 2023- Pay Line Adjustment</b>	122,992	127,496	131,993	136,492	140,997	145,489	149,990	154,492
<b>C) October 1, 2024</b>	125,452	130,046	134,633	139,222	143,817	148,399	152,990	157,582
<b>Z) October 1, 2024 – Wage Adjustment</b>	125,766	130,371	134,970	139,570	144,177	148,770	153,372	157,976
<b>D) October 1, 2025</b>	128,281	132,978	137,669	142,361	147,061	151,745	156,439	161,136

**SE-RES-5: annual rates of pay (in dollars)**

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
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<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>\$) October 1, 2021</b>	124,146	128,687	133,232	137,774	142,319	146,860	151,408	155,950
<b>A) October 1, 2022</b>	128,491	133,191	137,895	142,596	147,300	152,000	156,707	161,408
<b>X) October 1, 2022 - Wage Adjustment</b>	130,097	134,856	139,619	144,378	149,141	153,900	158,666	163,426
<b>B) October 1, 2023</b>	134,000	138,902	143,808	148,709	153,615	158,517	163,426	168,329
<b>Y) October 1, 2023- Pay Line Adjustment</b>	134,670	139,597	144,527	149,453	154,383	159,310	164,243	169,171
<b>C) October 1, 2024</b>	137,363	142,389	147,418	152,442	157,471	162,496	167,528	172,554
<b>Z) October 1, 2024 - Wage Adjustment</b>	137,706	142,745	147,787	152,823	157,865	162,902	167,947	172,985
<b>D) October 1, 2025</b>	140,460	145,600	150,743	155,879	161,022	166,160	171,306	176,445

**Subgroup: Research Manager**

**SE-REM-1: annual rates of pay (in dollars)**

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>\$) October 1, 2021</b>	98,748	102,571	106,393	110,212	114,031	117,856	121,670
<b>A) October 1, 2022</b>	102,204	106,161	110,117	114,069	118,022	121,981	125,928
<b>X) October 1, 2022 - Wage Adjustment</b>	103,482	107,488	111,493	115,495	119,497	123,506	127,502
<b>B) October 1, 2023</b>	106,586	110,713	114,838	118,960	123,082	127,211	131,327

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>Y) October 1, 2023- Pay Line Adjustment</b>	107,119	111,267	115,412	119,555	123,697	127,847	131,984
<b>C) October 1, 2024</b>	109,261	113,492	117,720	121,946	126,171	130,404	134,624
<b>Z) October 1, 2024 – Wage Adjustment</b>	109,534	113,776	118,014	122,251	126,486	130,730	134,961
<b>D) October 1, 2025</b>	111,725	116,052	120,374	124,696	129,016	133,345	137,660

**SE-REM-1: annual rates of pay (in dollars) (continued)**

<b>Effective date</b>	<b>Step 8</b>	<b>Step 9</b>
<b>\$) October 1, 2021</b>	125,493	129,314
<b>A) October 1, 2022</b>	129,885	133,840
<b>X) October 1, 2022 – Wage Adjustment</b>	131,509	135,513
<b>B) October 1, 2023</b>	135,454	139,578
<b>Y) October 1, 2023- Pay Line Adjustment</b>	136,131	140,276
<b>C) October 1, 2024</b>	138,854	143,082
<b>Z) October 1, 2024 – Wage Adjustment</b>	139,201	143,440
<b>D) October 1, 2025</b>	141,985	146,309

**SE-REM-2: annual rates of pay (in dollars)**

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>\$) October 1, 2021</b>	113,866	117,724	121,588	125,452	129,314	133,174	137,033
<b>A) October 1, 2022</b>	117,851	121,844	125,844	129,843	133,840	137,835	141,829
<b>X) October 1, 2022 – Wage Adjustment</b>	119,324	123,367	127,417	131,466	135,513	139,558	143,602
<b>B) October 1, 2023</b>	122,904	127,068	131,240	135,410	139,578	143,745	147,910
<b>Y) October 1, 2023- Pay Line Adjustment</b>	123,519	127,703	131,896	136,087	140,276	144,464	148,650
<b>C) October 1, 2024</b>	125,989	130,257	134,534	138,809	143,082	147,353	151,623

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>Z) October 1, 2024 – Wage Adjustment</b>	126,304	130,583	134,870	139,156	143,440	147,721	152,002
<b>D) October 1, 2025</b>	128,830	133,195	137,567	141,939	146,309	150,675	155,042

**SE-REM-2: annual rates of pay (in dollars) (continued)**

<b>Effective date</b>	<b>Step 8</b>	<b>Step 9</b>
<b>\$) October 1, 2021</b>	140,895	144,757
<b>A) October 1, 2022</b>	145,826	149,823
<b>X) October 1, 2022 – Wage Adjustment</b>	147,649	151,696
<b>B) October 1, 2023</b>	152,078	156,247
<b>Y) October 1, 2023- Pay Line Adjustment</b>	152,838	157,028
<b>C) October 1, 2024</b>	155,895	160,169
<b>Z) October 1, 2024 – Wage Adjustment</b>	156,285	160,569
<b>D) October 1, 2025</b>	159,411	163,780

Rates of pay will be adjusted within 180 days of signature of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix I, as a lump-sum payment. In particular:

- a. Year 1 (2022) increases (i.e., “A” and “X”): paid as a retroactive lump sum payment equal to a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 4.794% of October 1, 2021, rates.
- b. Year 2 (2023) increases (i.e., “B” and “Y”): paid as a retroactive lump sum payment equal to the year 1 increases plus a 3.00% economic increase and a 0.50% pay line adjustment, for a compounded total increase of 8.477% of October 1, 2021, rates.

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## Pay notes

### Pay increment

1. The pay increment period for all employees is twelve (12) months and the pay increment date is April 1. A pay increment shall be to the next higher rate in the scale of rates.
2.
  - a. Notwithstanding pay note 1, an employee who is initially appointed from outside the public service or is promoted into the Scientific Research classification or promoted between the RES and REM classifications shall be considered for a first (1st) pay increment on the first (1st) of April immediately following the employee's date of appointment, provided:
    - i. the employee's appointment date was on or before the preceding October 1,  
and
    - ii. the employee has earned at least six (6) complete months' pay.
  - b. Notwithstanding pay note 1, an employee who is transferred to the Scientific Research classification shall be considered for a first (1st) pay increment on the first (1st) of April immediately following the employee's date of appointment, provided the employee did not receive an increment in their former classification since the preceding October 1.
  - c. If an employee does not meet the requirements in (a) or (b) above, the employee shall not be eligible for a first (1st) pay increment until the next following increment date of April 1.
  - d. A complete month, for the purpose of this clause, is one in which the employee has earned at least ten (10) days' pay.

### Pay adjustment administration

3. An employee shall, on the relevant effective date of adjustment to rates of pay, be paid in the (X) scale of rates at the rate shown immediately

below their former rate.

4. Notwithstanding pay note 2, where in the retroactive period, an employee was paid on initial appointment at a rate of pay above the minimum, or was promoted or transferred and paid at a rate of pay above the rate specified by the regulations for promotion or transfer, they shall be paid in the new scale of rates at the rate shown immediately below their former rate, unless the employee was otherwise informed in writing prior to their appointment that a negotiated pay increase would not apply to them, in which case the employee shall be paid at the rate of pay nearest to but not less than the rate of pay at which they were appointed.

## DS: Defence Scientific Service annual rates of pay

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### Table legend

\$) Effective October 1, 2021

A) Effective October 1, 2022

X) Effective October 1, 2022 – wage adjustment

B) Effective October 1, 2023

Y) Effective October 1, 2023 – pay line adjustment

W) Effective within 180 days from the date of signing – restructure (DS-4)

C) Effective October 1, 2024

Z) Effective October 1, 2024 – wage adjustment

D) Effective October 1, 2025

### DS-1: annual rates of pay (in dollars)

Effective date	Range / Step 1
<b>\$) October 1, 2021</b>	49,567 to 70,476
<b>A) October 1, 2022</b>	51,302 to 72,943
<b>X) October 1, 2022 – Wage Adjustment</b>	51,943 to 73,855
<b>B) October 1, 2023</b>	53,501 to 76,071

<b>Effective date</b>	<b>Range / Step 1</b>
<b>Y) October 1, 2023- Pay Line Adjustment</b>	53,769 to 76,451
<b>C) October 1, 2024</b>	54,844 to 77,980
<b>Z) October 1, 2024 – Wage Adjustment</b>	54,981 to 78,175
<b>D) October 1, 2025</b>	56,081 to 79,739

**DS-2: annual rates of pay (in dollars)**

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>\$) October 1, 2021</b>	59,158	64,503	72,834	75,112	77,941
<b>A) October 1, 2022</b>	61,229	66,761	75,383	77,741	80,669
<b>X) October 1, 2022 – Wage Adjustment</b>	61,994	67,596	76,325	78,713	81,677
<b>B) October 1, 2023</b>	63,854	69,624	78,615	81,074	84,127
<b>Y) October 1, 2023- Pay Line Adjustment</b>	64,173	69,972	79,008	81,479	84,548
<b>C) October 1, 2024</b>	65,456	71,371	80,588	83,109	86,239
<b>Z) October 1, 2024 – Wage Adjustment</b>	65,620	71,549	80,789	83,317	86,455
<b>D) October 1, 2025</b>	66,932	72,980	82,405	84,983	88,184

**DS-3: annual rates of pay (in dollars)**

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>\$) October 1, 2021</b>	77,941	80,780	83,618	86,451	89,292	92,132	94,969
<b>A) October 1, 2022</b>	80,669	83,607	86,545	89,477	92,417	95,357	98,293
<b>X) October 1, 2022 – Wage Adjustment</b>	81,677	84,652	87,627	90,595	93,572	96,549	99,522
<b>B) October 1, 2023</b>	84,127	87,192	90,256	93,313	96,379	99,445	102,508
<b>Y) October 1, 2023- Pay Line Adjustment</b>	84,548	87,628	90,707	93,780	96,861	99,942	103,021
<b>C) October 1, 2024</b>	86,239	89,381	92,521	95,656	98,798	101,941	105,081
<b>Z) October 1, 2024 – Wage Adjustment</b>	86,455	89,604	92,752	95,895	99,045	102,196	105,344
<b>D) October 1, 2025</b>	88,184	91,396	94,607	97,813	101,026	104,240	107,451

#### DS-4: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>\$) October 1, 2021</b>	98,883	101,394	103,903	106,415	108,917	111,426	113,935	116,436
<b>A) October 1, 2022</b>	102,344	104,943	107,540	110,140	112,729	115,326	117,923	120,511
<b>X) October 1, 2022 - Wage Adjustment</b>	103,623	106,255	108,884	111,517	114,138	116,768	119,397	122,017
<b>B) October 1, 2023</b>	106,732	109,443	112,151	114,863	117,562	120,271	122,979	125,678
<b>Y) October 1, 2023- Pay Line Adjustment</b>	107,266	109,990	112,712	115,437	118,150	120,872	123,594	126,306
<b>W) Within 180 days of the date of signing - Restructure</b>	109,817	112,827	115,837	118,847	121,858	124,868	127,878	130,888
<b>C) October 1, 2024</b>	112,013	115,084	118,154	121,224	124,295	127,365	130,436	133,506
<b>Z) October 1, 2024 - Wage Adjustment</b>	112,293	115,372	118,449	121,527	124,606	127,683	130,762	133,840
<b>D) October 1, 2025</b>	114,539	117,679	120,818	123,958	127,098	130,237	133,377	136,517

#### DS-4: annual rates of pay (in dollars) (continued)

Effective date	Step 9	Step 10	Step 11	Step 12	Step 13
<b>\$) October 1, 2021</b>	118,953	121,455	123,967	126,472	128,984



<b>Effective date</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>
<b>A) October 1, 2022</b>	123,116	125,706	128,306	130,899	133,498
<b>X) October 1, 2022 – Wage Adjustment</b>	124,655	127,277	129,910	132,535	135,167
<b>B) October 1, 2023</b>	128,395	131,095	133,807	136,511	139,222
<b>Y) October 1, 2023- Pay Line Adjustment</b>	129,037	131,750	134,476	137,194	139,918
<b>W) Within 180 days of the date of signing – Restructure</b>	133,898	136,908	139,918	N/A	N/A
<b>C) October 1, 2024</b>	136,576	139,646	142,716	N/A	N/A
<b>Z) October 1, 2024 – Wage Adjustment</b>	136,917	139,995	143,073	N/A	N/A
<b>D) October 1, 2025</b>	139,655	142,795	145,934	N/A	N/A

**DS-5: annual rates of pay (in dollars)**

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>\$) October 1, 2021</b>	119,479	122,296	125,117	127,935	130,754	133,573	136,717	139,835
<b>A) October 1, 2022</b>	123,661	126,576	129,496	132,413	135,330	138,248	141,502	144,729
<b>X) October 1, 2022 – Wage Adjustment</b>	125,207	128,158	131,115	134,068	137,022	139,976	143,271	146,538
<b>B) October 1, 2023</b>	128,963	132,003	135,048	138,090	141,133	144,175	147,569	150,934
<b>Y) October 1, 2023- Pay Line Adjustment</b>	129,608	132,663	135,723	138,780	141,839	144,896	148,307	151,689
<b>C) October 1, 2024</b>	132,200	135,316	138,437	141,556	144,676	147,794	151,273	154,723

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>Z) October 1, 2024 – Wage Adjustment</b>	132,531	135,654	138,783	141,910	145,038	148,163	151,651	155,110
<b>D) October 1, 2025</b>	135,182	138,367	141,559	144,748	147,939	151,126	154,684	158,212

**DS-5: annual rates of pay (in dollars) (continued)**

<b>Effective date</b>	<b>Step 9</b>	<b>Step 10</b>
<b>\$) October 1, 2021</b>	142,908	145,971
<b>A) October 1, 2022</b>	147,910	151,080
<b>X) October 1, 2022 – Wage Adjustment</b>	149,759	152,969
<b>B) October 1, 2023</b>	154,252	157,558
<b>Y) October 1, 2023- Pay Line Adjustment</b>	155,023	158,346
<b>C) October 1, 2024</b>	158,123	161,513
<b>Z) October 1, 2024 – Wage Adjustment</b>	158,518	161,917
<b>D) October 1, 2025</b>	161,688	165,155

**DS-6: annual rates of pay (in dollars)**

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>\$) October 1, 2021</b>	137,293	140,426	143,563	146,700	149,841	152,968	156,103
<b>A) October 1, 2022</b>	142,098	145,341	148,588	151,835	155,085	158,322	161,567
<b>X) October 1, 2022 – Wage Adjustment</b>	143,874	147,158	150,445	153,733	157,024	160,301	163,587
<b>B) October 1, 2023</b>	148,190	151,573	154,958	158,345	161,735	165,110	168,495
<b>Y) October 1, 2023- Pay Line Adjustment</b>	148,931	152,331	155,733	159,137	162,544	165,936	169,337
<b>C) October 1, 2024</b>	151,910	155,378	158,848	162,320	165,795	169,255	172,724

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Z) October 1, 2024 – Wage Adjustment</b>	152,290	155,766	159,245	162,726	166,209	169,678	173,156
<b>D) October 1, 2025</b>	155,336	158,881	162,430	165,981	169,533	173,072	176,619

### DS-7: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
<b>\$) October 1, 2021</b>	149,518	152,658	155,796	158,937	162,076
<b>A) October 1, 2022</b>	154,751	158,001	161,249	164,500	167,749
<b>X) October 1, 2022 – Wage Adjustment</b>	156,685	159,976	163,265	166,556	169,846
<b>B) October 1, 2023</b>	161,386	164,775	168,163	171,553	174,941
<b>Y) October 1, 2023- Pay Line Adjustment</b>	162,193	165,599	169,004	172,411	175,816
<b>C) October 1, 2024</b>	165,437	168,911	172,384	175,859	179,332
<b>Z) October 1, 2024 – Wage Adjustment</b>	165,851	169,333	172,815	176,299	179,780
<b>D) October 1, 2025</b>	169,168	172,720	176,271	179,825	183,376

Rates of pay will be adjusted within 180 days of signature of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix I, as a lump-sum payment. In particular:

- a. Year 1 (2022) increases (i.e., “A” and “X”): paid as a retroactive lump sum payment equal to a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 4.794% of October 1, 2021, rates.
- b. Year 2 (2023) increases (i.e., “B” and “Y”): paid as a retroactive lump sum payment equal to the year 1 increases plus a 3.00% economic increase and a 0.50% pay line adjustment, for a compounded total increase of 8.477% of October 1, 2021, rates.

## Pay notes

1. Effective October 1, 2022, an employee shall be paid in the "A" scale of rates at the rate shown immediately below the employee's former rate, except that an employee paid in the DS-1 scale of rates shall be paid, effective October 1, 2022, at a rate that is three decimal five per cent (3.50%) higher than their former rate providing that the maximum rate in the DS-1 scale of rates is not exceeded.
2. Effective October 1, 2022, an employee shall be paid in the "X" scale of rates at the rate shown immediately below the employee's former rate, except that an employee paid in the DS-1 scale of rates shall be paid, effective October 1, 2022, at a rate that is one decimal two five per cent (1.25%) higher than their former rate providing that the maximum rate in the DS-1 scale of rates is not exceeded.
3. Effective October 1, 2023, an employee shall be paid in the "B" scale of rates at the rate shown immediately below the employee's former rate, except that an employee paid in the DS-1 scale of rates shall be paid, effective October 1, 2023, at a rate that is three per cent (3.0%) higher than their former rate providing that the maximum rate in the DS-1 scale of rates is not exceeded.
4. Effective October 1, 2023, an employee shall be paid in the "Y" scale of rates at the rate shown immediately below the employee's former rate, except that an employee paid in the DS-1 scale of rates shall be paid, effective October 1, 2013, at a rate that zero decimal five per cent (0.5%) higher than their former rate providing that the maximum rate in the DS-1 scale of rates is not exceeded.
5. Effective October 1, 2024, an employee shall be paid in the "C" scale of rates at the rate shown immediately below the employee's former rate, except that an employee paid in the DS-1 scale of rates shall be paid, effective October 1, 2024, at a rate that is two per cent (2.0%) higher than their former rate providing that the maximum rate in the DS-1 scale of rates is not exceeded.

6. Effective October 1, 2024, an employee shall be paid in the "Z" scale of rates at the rate shown immediately below the employee's former rate, except that an employee paid in the DS-1 scale of rates shall be paid, effective October 1, 2024, at a rate that is zero decimal two five per cent (0.25%) higher than their former rate providing that the maximum rate in the DS-1 scale of rates is not exceeded.
7. Effective October 1, 2025, an employee shall be paid in the "D" scale of rates at the rate shown immediately below the employee's former rate, except that an employee paid in the DS-1 scale of rates shall be paid, effective October 1, 2025, at a rate that is two per cent (2.0%) higher than their former rate providing that the maximum rate in the DS-1 scale of rates is not exceeded.
8. Subject to pay notes 9 and 10, the pay increment dates for all employees is April 1. The pay increment period for all employees is twelve (12) months and the pay increment date is April 1. A pay increment shall be to the next higher rate in the scale of rates.
9. The first (1st) pay increment consideration in the case of an employee who is initially appointed to the DS classification shall become due on the increment date immediately following the employee's date of appointment provided that the employee has earned at least twenty-six (26) weeks' pay immediately prior to the increment date if they are entitled to annual increment consideration on April 1.  
If an employee does not meet the requirements above, they shall not be eligible for their first (1st) pay increment consideration until the next following applicable increment date of April 1.
10. On promotion, an employee shall be paid a rate of pay that provides for an increase in salary that is at least equal to the lowest pay increment for the level to which the employee is promoted.
11. Notwithstanding pay notes 2, 3, 5 and 10, where in the retroactive period an employee was paid on initial appointment at a rate of pay above the minimum, or was promoted or transferred and paid at a rate

of pay above the rate specified by the regulations for promotion or transfer, the employee shall be paid in the new scale of rates at the rate shown immediately below their former rate, unless the employee was otherwise informed in writing prior to their appointment that a negotiated pay increase would not apply to them, in which case they shall be paid at the rate of pay nearest to but not less than the rate of pay at which they were appointed.

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12. Within one hundred and eighty (180) days of the signing of the collective agreement, effective on the date of restructure, employees at the DS-4 level shall be paid at the rate of pay in the “W” scale of rates that is nearest to, but not less than, the employee’s former rate in the “Y” scale of rates.

## Appendix “B”

### **Memorandum of Understanding Between the Treasury Board (hereinafter called the Employer) and the Professional Institute of the Public Service of Canada (hereinafter called the Institute) in Respect of Certain Employees in the Research (RE) Group**

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#### **Preamble**

In an effort to reduce retention and recruitment problems, the Employer will provide an allowance to incumbents of specific positions for the performance of duties in the Research Group.

#### **Eligibility**

The following employees shall be entitled to a terminable allowance as shown in note 1:

- employees at Communications Research Centre Canada who are incumbents of positions classified at the SE-RES-1 through SE-RES-5, SE-REM-01, SE-REM-02 levels;

## Application

1. Employees at Communications Research Centre Canada who are incumbents of positions classified at the SE-RES-1 through SE-RES-5, SE-REM-01, SE-REM-02 levels shall be eligible to receive a terminable allowance in the annualized amount of eight thousand five hundred dollars (\$8,500) to be paid biweekly, subject to the following conditions:
  - i. The terminable allowance specified above does not form part of an employee’s salary.
  - ii. The terminable allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this agreement.
  - iii. Part-time employees shall be entitled to the terminable allowance pro-rated in accordance with their assigned workweek.
2. The parties agree that disputes arising from the application of this memorandum of understanding may be subject to consultation.
3. This memorandum of understanding expires on September 30, 2026.

Signed at Ottawa, this 1st day of the month of March 2024.

The Treasury Board	The Professional Institute of the Public Service of Canada
Carole Bidal Nadia Desmeules	Jennifer Carr Yvonne James

## **\*\*Appendix “C”**

**Memorandum of Understanding: Red Circling**

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**General**

1. This memorandum of understanding sets out conditions of employment respecting pay upon reclassification for all employees whose bargaining agent is the Professional Institute of the Public Service of Canada.
2. This memorandum of understanding shall remain in effect until amended or cancelled by mutual consent of the parties.

\*\*

3. This memorandum of understanding supersedes the *Directive on Terms and Conditions of Employment* where the directive is inconsistent with the memorandum of understanding.
4. Where the provisions of any collective agreement differ from those set out in the memorandum of understanding, the conditions set out in the memorandum of understanding shall prevail.
5. This memorandum of understanding will form part of all collective agreements to which the Professional Institute of the Public Service of Canada and Treasury Board are parties, with effect from December 13, 1981.

## **Part I**

Part I of this memorandum of understanding shall apply to the incumbents of positions which will be reclassified to a group and/or level having a lower attainable maximum rate of pay after the date this memorandum of understanding becomes effective.

Note: The term "attainable maximum rate of pay" means the rate attainable for fully satisfactory performance in the case of levels covered by a performance pay plan or the maximum salary rate in the case of all other groups and levels.

1. Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.

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2. Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent, this may be cited as salary protection status and subject to paragraph (b) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level. Determination of the attainable maximum rates of pay shall be in accordance with the *Directive on Terms and Conditions of Employment*.
  - a. The Employer will make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position.
  - b. In the event that an incumbent declines an offer of transfer to a position as in paragraph (a) above in the same geographic area, without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.
3. Employees subject to section 3, will be considered to have transferred (as defined in the *Directive on Terms and Conditions of Employment*) for the purpose of determining increment dates and rates of pay.

## **Part II**

Part II of this memorandum of understanding shall apply to incumbents of positions who are in holding rates of pay on the date this memorandum of understanding becomes effective.

1. An employee whose position has been downgraded prior to the implementation of this memorandum and is being paid at a holding rate of pay on the effective date of an economic increase and continues to be paid at that rate on the date immediately prior to the effective date of a further economic increase, shall receive a lump-sum payment equal to one hundred per cent (100%) of the economic increase for the employee's former group and level (or where a performance pay plan

applied to the incumbent, the adjustment to the attainable maximum rate of pay) calculated on their annual rate of pay.

2. An employee who is paid at a holding rate on the effective date of an economic increase, but who is removed from that holding rate prior to the effective date of a further economic increase by an amount less than they would have received by the application of paragraph 1 of Part II, shall receive a lump-sum payment equal to the difference between the amount equal to the difference between the amount calculated by the application of paragraph 1 of Part II and any increase in pay resulting from their removal from the holding rate.

Signed at Ottawa, this 21st day of the month of July 1982.

## **\*\*Appendix “D”**

### **Workforce adjustment**

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## General

### Application

\*\*

This appendix applies to all indeterminate employees.

Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

### Collective agreement

With the exception of those provisions for which the Public Service Commission (PSC) is responsible, this appendix is part of this collective agreement.

### Objectives

It is the policy of the Treasury Board to maximize employment opportunities for indeterminate employees affected by workforce adjustment situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment.

To this end, every indeterminate employee whose services will no longer be required because of a workforce adjustment situation and for whom the deputy head knows or can predict employment availability will receive a guarantee of a reasonable job offer within the core public administration. Those employees for whom the deputy head cannot provide the guarantee will have access to transitional employment arrangements (as per Part VI and VII).

### Definitions

#### **accelerated layoff (mise en disponibilité accélérée)**

occurs when a surplus employee makes a request to the deputy head, in writing, to be laid off at an earlier date than that originally scheduled, and

the deputy head concurs. Layoff entitlements begin on the actual date of layoff.

**affected employee (personne salariée touchée)**

is an indeterminate employee who has been informed in writing that their services may no longer be required because of a workforce adjustment situation.

**alternation (échange de postes)**

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occurs when an opting employee (not a surplus employee) or a surplus employee having chosen option 6.4.1(a) who wishes to remain in the core public administration exchanges positions with a non-affected employee (the alternate) willing to leave the core public administration with a Transition Support Measure (TSM) or with an education allowance.

**alternative delivery initiative (diversification des modes de prestation des services)**

is the transfer of any work, undertaking or business of the core public administration to any body or corporation that is a separate agency or that is outside the core public administration.

**appointing department or organization (ministère ou organisation d'accueil)**

is a department or organization or agency which has agreed to appoint or consider for appointment (either immediately or after retraining) a surplus or a laid-off person.

**core public administration (administration publique centrale)**

means that part in or under any department or organization, or other portion of the federal public administration specified in Schedules I and IV to the *Financial Administration Act* (FAA) for which the PSC has the sole authority to appoint.

**deputy head (administrateur général)**

has the same meaning as in the definition of "deputy head" set out in section 2 of the *Public Service Employment Act* (PSEA), and also means their official designate.

## **education allowance (indemnité d'étude)**

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is one of the options provided to an indeterminate employee affected by workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The education allowance is a lump-sum payment, equivalent to the TSM (see Annex B), plus a reimbursement of tuition from a recognized learning institution, and of book and relevant equipment costs, up to a maximum of seventeen thousand dollars (\$17,000).

## **guarantee of a reasonable job offer (garantie d'une offre d'emploi raisonnable)**

is a guarantee of an offer of indeterminate employment within the core public administration provided by the deputy head to an indeterminate employee who is affected by workforce adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability in the core public administration. Surplus employees in receipt of this guarantee will not have access to the options available in Part VI of this appendix.

## **home department or organization (ministère ou organisation d'attache)**

is a department or organization or agency declaring an individual employee surplus.

## **laid-off person (personne mise en disponibilité)**

is a person who has been laid off pursuant to subsection 64(1) of the PSEA, who still retains a reappointment priority under subsection 41(4) and section 64 of the PSEA.

## **layoff notice (avis de mise en disponibilité)**

is a written notice of layoff to be given to a surplus employee at least one (1) month before the scheduled layoff date. This period is included in the surplus period.

## **layoff priority (priorité de mise en disponibilité)**

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a person who has been laid off is entitled to a priority, in accordance with subsection 41(4) of the PSEA with respect to any position to which the PSC is satisfied that the person meets the essential qualifications; the period of entitlement of this priority is set out in the *Public Service Employment Regulations* (PSER).

**opting employee (personne salariée optante)**

is an indeterminate employee whose services will no longer be required because of a workforce adjustment situation and who has not received a guarantee of a reasonable job offer from the deputy head and who has one hundred and twenty (120) days to consider the options of Part 6.3 of this appendix.

\*\*

**organization (organisation)**

Any board, agency, commission, or other body, specified in Schedules I and IV of the FAA, that is not a department.

**pay (rémunération)**

has the same meaning as rate of pay in the employee's collective agreement.

**Priority Information Management System (système de gestion de l'information sur les priorités)**

is a system designed by the PSC to facilitate appointments of individuals entitled to statutory and regulatory priorities.

**reasonable job offer (offre d'emploi raisonnable)**

is an offer of indeterminate employment within the core public administration, normally at an equivalent level but could include lower levels. Surplus employees must be both trainable and mobile. Where practicable, the search for a reasonable job offer will be conducted as follows: 1) within the employee's headquarters as defined in the *Travel Directive*; 2) within forty kilometres (40 km) of the employee's place of work or the employee's residence whichever will ensure continued employment; and 3) beyond forty kilometres (40 km). In alternative delivery situations, a

reasonable offer is one that meets the criteria set out in Type 1 and 2 of Part VII of this appendix. A reasonable job offer is also an offer from a FAA Schedule V employer, providing that:

- a. The appointment is at a rate of pay and an attainable salary maximum not less than the employee's current salary and attainable maximum that would be in effect on the date of offer.
- b. It is a seamless transfer of all employee benefits including a recognition of years of service for the definition of continuous employment and accrual of benefits, including the transfer of sick leave credits, severance pay and accumulated vacation leave credits.

### **reinstatement priority (priorité de réintégration)**

\*\*

is an appointment priority accorded pursuant to paragraph 10(1) of the *Public Service Employment Regulations*, to certain individuals salary-protected under this appendix for the purpose of assisting such persons to re-attain an appointment level equivalent to that from which they were declared surplus.

### **relocation (réinstallation)**

is the authorized geographic move of a surplus employee or laid-off person from one place of duty to another place of duty, beyond what, according to local custom, is a normal commuting distance.

### **relocation of a work unit (réinstallation d'une unité de travail)**

is the authorized move of a work unit of any size to a place of duty beyond what, according to local custom, is normal commuting distance from the former work location and from the employee's current residence.

### **retraining (recyclage)**

is on-the-job training or other training intended to enable affected employees, surplus employees and laid-off persons to qualify for known or anticipated vacancies within the core public administration.

### **surplus employee (personne salariée excédentaire)**

is an indeterminate employee who has been formally declared surplus, in writing, by their deputy head.



### **surplus priority (priorité de personne salariée excédentaire)**

is an entitlement for a priority in appointment accorded in accordance with section 5 of the PSER and pursuant to section 40 of the PSEA; this entitlement is provided to surplus employees to be appointed in priority to another position in the federal public administration for which they meet the essential requirements.

### **surplus status (statut de personne salariée excédentaire)**

an indeterminate employee is in surplus status from the date they are declared surplus until the date of layoff, until they are indeterminately appointed to another position, until their surplus status is rescinded, or until the person resigns.

### **Transition Support Measure (mesure de soutien à la transition)**

is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The TSM is a lump-sum payment based on the employee's years of service in the public service, as per Annex "B."

### **twelve (12) month surplus priority period in which to secure a reasonable job offer (priorité de personne salariée excédentaire d'une durée de douze (12) mois pour trouver une offre d'emploi raisonnable)**

is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer.

\*\*

### **work unit (unité de travail)**

Is an identifiable group of employees that offers a particular service or program as defined by operational requirements determined by the department or organization.

### **workforce adjustment (réaménagement des effectifs)**

is a situation that occurs when a deputy head decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function, a

relocation of a work unit in which the employee does not wish to relocate or an alternative delivery initiative.

## **Authorities**

The PSC has endorsed those portions of this appendix for which it has responsibility.

## **Monitoring**

Departments or organizations shall retain central information on all cases occurring under this appendix, including the reasons for the action; the number, occupational groups and levels of employees concerned; the dates of notice given; the number of employees placed without retraining; the number of employees retrained (including number of salary months used in such training); the levels of positions to which employees are appointed and the cost of any salary protection; and the number, types, and amounts of lump sums paid to employees.

This information will be used by the Treasury Board Secretariat (TBS) to carry out its periodic audits.

## **References**

The primary references for the subject of workforce adjustment are as follows:

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- *Financial Administration Act*
- *Values and Ethics Code for the Public Service*
- *Public Service Employment Act*
- *Public Service Employment Regulations*
- *Federal Public Sector Labour Relations Act*
- *Public Service Superannuation Act*
- *Directive on Terms and Conditions of Employment*
- *NJC Relocation Directive*
- *Travel Directive*

## **Enquiries**

Enquiries about this appendix should be referred to PIPSC, or the responsible officers in departmental or organizational headquarters.

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Responsible officers in departmental or organizational headquarters may, in turn, direct questions on the application of this appendix to the Senior Director, Union Engagement and National Joint Council Support, Employee Relations and Total Compensation Sector, TBS.

Enquiries by employees pertaining to entitlements to a priority in appointment or to their status in relation to the priority appointment process should be directed to their departmental or organizational human resource advisors or to the priority advisor of the PSC responsible for their case.

## **Part I: roles and responsibilities**

### **1.1 Departments or organizations**

**1.1.1** Since indeterminate employees who are affected by workforce adjustment situations are not themselves responsible for such situations, it is the responsibility of departments or organizations to ensure that they are treated equitably and, given every reasonable opportunity to continue their careers as public service employees.

**1.1.2** Departments or organizations shall carry out effective human resource planning to minimize the impact of workforce adjustment situations on indeterminate employees, on the department or organization, and on the public service.

**1.1.3** Departments and organizations shall:

- a. establish joint workforce adjustment committees, where appropriate, to advise and consult on the workforce adjustment situations within the

department or organization,

and

- b. notify PIPSC of the responsible officers who will administer this appendix.

Terms of reference of such committee shall include a process for addressing alternation requests from other departments and/or organizations.

**1.1.4** Departments or organizations shall, as the home department or organization, cooperate with the PSC and appointing departments or organizations in joint efforts to redeploy departmental or organizational surplus employees and laid-off persons.

**1.1.5** Departments or organizations shall establish systems to facilitate redeployment or retraining of the department's or organization's affected employees, surplus employees, and laid-off persons.

**1.1.6** When a deputy head determines that the services of an employee are no longer required beyond a specified date due to lack of work or discontinuance of a function, the deputy head shall advise the employee, in writing, that their services will no longer be required. A copy of this letter shall be sent forthwith to the President of PIPSC.

Such a communication shall also indicate if the employee:

- a. is being provided a guarantee of a reasonable job offer from the deputy head and that the employee will be in surplus status from that date on,  
or
- b. is an opting employee and has access to the options of Section 6.4 of this appendix because the employee is not in receipt of a guarantee of a reasonable job offer from the deputy head.

Where applicable, the communication should also provide the information relative to the employee's possible layoff date.

**1.1.7** Deputy heads will be expected to provide a guarantee of a reasonable job offer for those employees subject to workforce adjustment for whom they know or can predict employment availability in the core public administration.

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**1.1.8** Where a deputy head cannot provide a guarantee of a reasonable job offer, the deputy head will provide one hundred and twenty (120) days to consider the three (3) options outlined in Part VI of this appendix to all opting employees before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected option 6.4.1(a), a twelve (12) month surplus priority period in which to secure a reasonable job offer.

**1.1.9** The deputy head shall make a determination to either provide a guarantee of a reasonable job offer or access to the options of Section 6.4 of this appendix, upon request of any indeterminate affected employee who can demonstrate that their duties have already ceased to exist.

**1.1.10** Departments or organizations shall send written notice to the PSC of the employee's surplus status, and shall send to the PSC such details, forms, resumés, and other material as the PSC may from time to time prescribe as necessary for it to discharge its function.

**1.1.11** The home department or organization shall provide the PSC with a written statement that it would be prepared to appoint the surplus employee to a suitable position in the department or organization commensurate with their qualifications, if such a position were available.

**1.1.12** Departments or organizations shall advise the President of PIPSC and consult with PIPSC representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process. When the affected employees are identified, the departments or organizations will forward the name, work

location, phone number, email address and mailing address of affected employees as per the departmental or organizational employee database of those employees to the President of PIPSC.

**1.1.13** Departments or organizations shall provide that employee with the official notification that the employee has become subject to a workforce adjustment and shall remind the employee that the appendix on workforce adjustment of this collective agreement applies.

**1.1.14** Deputy heads shall apply this appendix so as to keep actual involuntary layoffs to a minimum, and layoffs shall normally only occur where an individual has refused a reasonable job offer, or is not mobile, or cannot be retrained within two (2) years, or is laid off at their own request.

**1.1.15** Departments or organizations are responsible to counsel and advise their affected employees on their opportunities of finding continuing employment in the public service and shall, to the extent possible, help market surplus employees and laid-off persons to other departments or organizations unless the individuals have advised the department or organization in writing that they are not available for appointment.

**1.1.16** Appointment of surplus employees to alternative positions, whether with or without retraining, shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower level. Departments or organizations shall avoid appointment to a lower level except where all other avenues have been exhausted.

**1.1.17** Home departments or organizations shall appoint as many of their own surplus employees or laid-off persons as possible, or identify alternative positions (both actual and anticipated) for which individuals can be retrained.

**1.1.18** Home departments or organizations shall relocate surplus employees and laid-off persons, if necessary.

**1.1.19** Relocation of surplus employees or laid-off persons shall be undertaken when the individuals indicate that they are willing to relocate and relocation will enable their redeployment or reappointment, providing that:

- a. there are no available priority persons, or priority persons with a higher priority, qualified and interested in the position being filled;
- or
- b. no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

**1.1.20** The cost of travelling to interviews for possible appointments and of relocation to the new location shall be borne by the employee's home department or organization. Such cost shall be consistent with the *Travel Directive* and the *NJC Relocation Directive*.

**1.1.21** For the purposes of the *NJC Relocation Directive*, surplus employees and laid-off persons who relocate under this appendix shall be deemed to be employees on Employer-requested relocations. The general rule on minimum distances for relocation applies.

**1.1.22** For the purposes of the *Travel Directive*, laid-off persons travelling to interviews for possible reappointment to the core public administration are deemed to be a "traveller" as defined in the *Travel Directive*.

**1.1.23** For the surplus and/or layoff priority periods, home departments or organizations shall pay the salary, salary protection and/or termination costs as well as other authorized costs such as tuition, travel, relocation, and retraining as provided for in the various collective agreements and directives. The appointing department or organization may agree to absorb all or part of these costs.

**1.1.24** Where a surplus employee is appointed by another department or organization to a term position, the home department or organization is responsible for the costs above for one year from the date of such

appointment, unless the home and appointing departments or organizations agree to a longer period, after which the appointing department or organization becomes the new home department or organization consistent with PSC authorities.

**1.1.25** Departments or organizations shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position under this appendix.

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**1.1.26** Departments or organizations shall inform the PSC in a timely fashion, and in method directed by PSC, of the results of all referrals made to them under this appendix. In addition, departments or organizations shall provide feedback to surplus employees and laid-off persons when they are not offered a position for which they were referred.

**1.1.27** Departments or organizations shall review the use of private temporary agency personnel, contractors, consultants, and their use of contracted-out services, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, departments or organizations shall not engage or re-engage such temporary agency personnel, contractors, consultants, contracted-out services, nor renew the employment of such employees referred to above where such action would facilitate the appointment of surplus employees or laid-off persons.

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**1.1.28** Nothing in the foregoing shall restrict the Employer's right to engage or appoint persons to meet short-term, non-recurring requirements. Surplus employees and laid-off persons shall be given priority even for these short-term work opportunities.



**1.1.29** Departments or organizations may lay off an employee at a date earlier than originally scheduled when the surplus employee requests them to do so in writing.

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**1.1.30** Departments or organizations, acting as appointing departments or organizations, shall cooperate with the PSC and other departments or organizations in accepting, to the extent possible, affected employees, surplus employees and laid-off persons, from other departments or organizations for appointment or retraining.

**1.1.31** Departments or organizations shall provide surplus employees with a layoff notice at least one month before the proposed layoff date, if appointment efforts have been unsuccessful. Such notice shall be sent to the President of PIPSC.

**1.1.32** When a surplus employee refuses a reasonable job offer, they shall be subject to layoff one month after the refusal, however, not before six (6) months after the surplus declaration date. The provisions of subsection 1.3.3 shall continue to apply.

**1.1.33** Departments or organizations are to presume that each employee wishes to be redeployed unless the employee indicates the contrary in writing.

**1.1.34** Departments or organizations shall inform and counsel affected and surplus employees as early and as completely as possible and shall, in addition, assign a counsellor to each opting and surplus employee and laid-off person to work with them throughout the process. Such counselling is to include explanations and assistance concerning:

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- a. the workforce adjustment situation and its effect on that individual;
- b. the workforce adjustment appendix;

- c. the PSC's Priority Information Management System and how it works from the individual's perspective;
- d. preparation of a curriculum vitae or resumé;
- e. the individual's rights and obligations;
- f. the individual's current situation (for example, pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
- g. alternatives that might be available to the individual (the alternation process, appointment, relocation, retraining, lower-level employment, term employment, retirement including possibility of waiver of penalty if entitled to an annual allowance, Transition Support Measure, education allowance, payment in lieu of unfulfilled surplus period, resignation, accelerated layoff);
- h. the likelihood that the individual will be successfully appointed;
- i. the meaning of a "guarantee of reasonable job offer," a "twelve (12) month surplus priority period in which to secure a reasonable job offer," a "TSM," an "education allowance";
- j. the options for individuals not in receipt of a guarantee of a reasonable job offer, the one hundred and twenty (120) day consideration period that includes access to the alternation process;
- k. advise individuals to seek out proposed alternations and submit requests for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer;
- l. the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
- m. preparation for interviews with prospective employers;
- n. repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
- o. advising the individuals that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity;

p. advising individuals of the right to be represented by the Institute in the application of this appendix;  
and

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q. the Employee Assistance Program.

**1.1.35** Home departments or organizations shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by themselves, the employee and the appointing department or organization.

**1.1.36** Severance pay and other benefits flowing from other clauses in this collective agreement are separate from, and in addition to, those in this appendix.

**1.1.37** Any surplus employee who resigns under this appendix shall be deemed, for the purposes of severance pay and retroactive remuneration, to be involuntarily laid off on the day as of which the deputy head accepts in writing the employee's resignation.

**1.1.38** The department or organization will review the status of each affected employee annually, or earlier, from the date of initial notification of affected status and determine whether the employee will remain on affected status or not.

**1.1.39** The department or organization will notify the affected employee, in writing, within five (5) working days of the decision pursuant to subsection 1.1.38.

## **1.2 The Treasury Board Secretariat (TBS)**

**1.2.1** It is the responsibility of the TBS to:

a. investigate and seek to resolve situations referred by the PSC or other parties,

- b. consider departmental or organizational requests for retraining resources,  
and
- c. ensure that departments or organizations are provided to the extent possible with information on occupations for which there are skill shortages.

### **1.3 The Public Service Commission**

**1.3.1** Within the context of workforce adjustment, and the PSC governing legislation, it is the responsibility of the PSC to:

- a. ensure that priority entitlements are respected;
- b. ensure that a means exists for priority persons to be assessed against vacant positions and appointed if found qualified against the essential qualifications of the position;  
and
- c. ensure that priority persons are provided with information on their priority entitlements.

**1.3.2** The PSC is further willing, in accordance with the *Privacy Act*, to:

- a. provide the TBS with information related to the administration of priority entitlements which may reflect on departments' or organizations' level of compliance with this appendix,  
and
- b. provide information to the Institute on the numbers and status of their members in the Priority Information Management System, as well as information on the overall system.

**1.3.3** The PSC's roles and responsibilities flow from its governing legislation, not the collective agreement. As such, any changes made to these roles/responsibilities must be agreed upon by the PSC. For greater detail on the PSC's role in administering surplus and layoff priority entitlements, refer to Annex C of this appendix.

## **1.4 Employees**

**1.4.1** Employees have the right to be represented by PIPSC in the application of this appendix.

**1.4.2** Employees who are directly affected by workforce adjustment situations and who receive a guarantee of a reasonable job offer, or who opt, or are deemed to have opted, for option 6.4.1(a) of Part VI of this appendix are responsible for:

- a. actively seeking alternative employment in cooperation with their departments or organizations and the PSC, unless they have advised the department or organization and the PSC, in writing, that they are not available for appointment;
- b. seeking information about their entitlements and obligations;
- c. providing timely information to the home department or organization and to the PSC to assist them in their appointment activities (including curriculum vitae or resumés);
- d. ensuring that they can be easily contacted by the PSC and appointing departments or organizations, and attending appointments related to referrals;
- e. seriously considering job opportunities presented to them (referrals within the home department or organization, referrals from the PSC, and job offers made by departments or organizations), including retraining and relocation possibilities, specified period appointments and lower-level appointments.

**1.4.3** Opting employees are responsible for:

- a. considering the options of Part VI of this appendix;
- b. communicating their choice of options, in writing, to their manager no later than one hundred and twenty (120) days after being declared opting;  
and

- c. submitting an alternation request to management before the close of the one hundred and twenty (120) day period, if arranging an alternation with an unaffected employee.

## **Part II: official notification**

### **2.1 Department or organization**

**2.1.1** As already mentioned in subsection 1.1.12, departments or organizations shall advise and consult with the Institute representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the Institute and to the President of PIPSC the name, and work location, phone number, email address and mailing address of affected employees as per the departmental or organizational employee database of those employees.

\*\*

**2.1.2** In any workforce adjustment situation which is likely to involve six (6) or more indeterminate employees covered by this appendix, the department or organization concerned shall notify TBS, in writing and in confidence, at the earliest possible date and under no circumstances less than four (4) working days before the situation is announced.

**2.1.3** Prior to notifying any potentially affected employee, departments or organizations shall also notify the President of the Institute that has members involved. Such notification is to be in writing, in confidence and at the earliest possible date and under no circumstances less than two (2) working days before any employee is notified of the workforce adjustment situation. This information is to include the identity and location of the work unit(s) involved; the expected date of the announcement; the anticipated timing of the situation; and the numbers of employees, by group and level, who will be affected.

## **Part III: relocation of a work unit**

### **3.1 General**

**3.1.1** In cases where a work unit is to be relocated, department(s) or organization(s) shall provide all employees whose positions are to be relocated with written notice of the opportunity to choose whether they wish to move with the position or be treated as if they were subject to a workforce adjustment situation.

**3.1.2** Following written notification, employees must indicate, within a period of six (6) months, their intention to move. If the employee's intention is not to move with the relocated position, the deputy head, after having considered relevant factors, can either provide the employee with a guarantee of a reasonable job offer or access to the options set out in Section 6.4 of this appendix.

**3.1.3** Employees relocating with their work units shall be treated in accordance with the provisions of subsections 1.1.18 to 1.1.22.

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**3.1.4** Although departments or organizations will endeavour to respect employee location preferences, in consultation with the TBS, the deputy head may consider offering the relocated position to employees in receipt of a guarantee of a reasonable job offer, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

**3.1.5** Employees who are not in receipt of a guarantee of a reasonable job offer shall become opting employees and have access to the options set out in Part VI of this appendix.

## **Part IV: retraining**

### **4.1 General**

**4.1.1** To facilitate the redeployment of affected employees, surplus employees, and laid-off persons, departments or organizations shall make every reasonable effort to retrain such persons for:

- a. existing vacancies,  
or
- b. anticipated vacancies identified by management.

**4.1.2** It is the responsibility of the employee, the home department or organization and the appointing department or organization to identify retraining opportunities pursuant to section 4.1.1.

**4.1.3** Subject to the provisions of subsection 4.1.2, the deputy head of the home department or organization shall approve up to two (2) years of retraining.

## **4.2 Surplus employees**

**4.2.1** A surplus employee is eligible for retraining providing:

- a. retraining is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates;  
and
- b. there are no other available priority persons who qualify for a specific vacant position as referenced in paragraph(a) above.

\*\*

**4.2.2** The home department or organization is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the delegated officers of the home and appointing departments or organizations. The home department or organization is responsible for informing the employee in a timely fashion if a retraining proposal submitted by the employee is not approved. Upon request of the employee, feedback regarding the decision will be provided in writing.

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**4.2.3** Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee. Departments or organizations will provide the employee with feedback in writing on the progress of the retraining plan on a regular basis.

**4.2.4** While on retraining, a surplus employee continues to be employed by the home department or organization and is entitled to be paid in accordance with their current appointment, unless the appointing department or organization is willing to appoint the employee indeterminately, conditional on successful completion of retraining, in which case the retraining plan shall be included in the letter of offer.

**4.2.5** When a retraining plan has been approved and the surplus employee continues to be employed by the home department or organization, the proposed layoff date shall be extended to the end of the retraining period, subject to subsection 4.2.3.

**4.2.6** An employee unsuccessful in retraining may be laid off at the end of the surplus period, provided that the Employer has been unsuccessful in making the employee a reasonable job offer.

\*\*

**4.2.7** In addition to all other rights and benefits granted pursuant to this section, a surplus employee who is guaranteed a reasonable job offer, is also guaranteed, subject to the surplus employee's willingness to relocate, training to prepare the surplus employee for appointment to a position pursuant to subsection 4.1.1, such training to continue for one (1) year or until the date of appointment to another position, whichever comes first. Appointment to this position is subject to successful completion of the training.

### **4.3 Laid-off persons**

**4.3.1** A laid-off person shall be eligible for retraining providing:

- a. retraining is needed to facilitate the appointment of the individual to a specific vacant position;
- b. the individual meets the minimum requirements set out in the relevant Selection Standard for appointment to the group concerned;  
and
- c. there are no other available persons with a priority who qualify for the position; and

\*\*

- d. the appointing department or organization cannot justify a decision to retrain the individual.

**4.3.2** When an individual is offered an appointment conditional on successful completion of retraining, a retraining plan shall be included in the letter of offer. If the individual accepts the conditional offer, they will be appointed on an indeterminate basis to the full level of the position after having successfully completed training and being assessed as qualified for the position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which they were laid off, the employee will be salary protected in accordance with Part V.

## **Part V: salary protection**

### **5.1 Lower-level position**

**5.1.1** Surplus employees and laid-off persons appointed to a lower-level position under this appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of this collective agreement, or, in the absence of such provisions, the appropriate provisions of the *Regulations Respecting Pay on Reclassification or Conversion*.

**5.1.2** Employees whose salary is protected pursuant to subsection 5.1.1 will continue to benefit from salary protection until such time as they are appointed or deployed into a position with a maximum rate of pay that is

equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid off.

## **Part VI: options for employees**

### **6.1 General**

**6.1.1** Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict employment availability. A deputy head who cannot provide such a guarantee shall provide reasons in writing, if requested by the employee. Affected employees in receipt of this guarantee would not have access to the choice of options below.

**6.1.2** Employees who are not in receipt of a guarantee of a reasonable job offer from their deputy head have one hundred and twenty (120) days to consider the three (3) options below before a decision is required of them, and

The employee may also participate in the alternation process in accordance with Section 6.3 of this appendix within the one hundred and twenty (120) day window before a decision is required of them in subsection 6.1.3.

**6.1.3** The opting employee must choose, in writing, one of the three (3) options of Section 6.4 of this appendix within the one hundred and twenty (120) day window. The employee cannot change options once having made a written choice. The department shall send a copy of the employee's choice to the President of PIPSC.

**6.1.4** If the employee fails to select an option, the employee will be deemed to have selected option 6.4.1(a), a twelve (12) month surplus priority period in which to secure a reasonable job offer at the end of the one hundred and twenty (120) day window.

**6.1.5** If a reasonable job offer which does not require a relocation is made at any time during the one hundred and twenty (120) day opting period and prior to the written acceptance of the TSM or the education allowance option, the employee is ineligible for the TSM or the education allowance.

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**6.1.6** A copy of any letter issued by the departments or organizations under this part or notice of layoff pursuant to the PSEA shall be sent forthwith to the President of PIPSC.

## **6.2 Voluntary departure program**

The Voluntary Departure Program supports employees in leaving the public service when placed in affected status prior to entering a Selection of Employees for Retention or Layoff (SERLO) process, and does not apply if the deputy head can provide a guarantee of a reasonable job offer (GRJO) to affected employees in the work unit.

**6.2.1** Departments and organizations shall establish internal voluntary departure programs for workforce adjustment situations in which the workforce will be reduced and that involves five (5) or more affected employees working at the same group and level within the same work unit and where the deputy head cannot provide a guarantee of a reasonable job offer.

**6.2.2** When such voluntary programs are established, employees who volunteer and who are selected for workforce adjustment will be made opting employees.

**6.2.3** When the number of volunteers is larger than the required number of positions to be eliminated, volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).

## **6.3 Alternation**

**6.3.1** All departments or organizations must participate in the alternation process.

\*\*

**6.3.2** An alternation occurs when an opting employee or a surplus employee having chosen option 6.4.1(a) who wishes to remain in the core public administration exchanges positions with a non-affected employee (the alternate) willing to leave the core public administration under the terms of Part VI of this appendix.

### **6.3.3**

- a. Only opting and surplus employees who are surplus as a result of having chosen option 6.4.1(a) may alternate into an indeterminate position that remains in the core public administration.
- b. If an alternation is proposed for a surplus employee, as opposed to an opting employee, the TSM that is available to the alternate under 6.4.1(b) or 6.4.1(c)(i) shall be reduced by one week for each completed week between the beginning of the employee's surplus priority period and the date the alternation is proposed.

\*\*

**6.3.4** An indeterminate employee wishing to leave the core public administration may express an interest in alternating with an opting employee or a surplus employ who is surplus as a result of having chosen option 6.4.1(a). Management will decide, however, whether a proposed alternation will result in retaining the skills required to meet the ongoing needs of the position and the core public administration.

**6.3.5** An alternation must permanently eliminate a function or a position.

\*\*

**6.3.6** The opting employee or surplus employee having chosen option 6.4.1(a) moving into the unaffected position must be, to the degree determined by the Employer, able to meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position, except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five (5) days of the alternation.

**6.3.7** An alternation should normally occur between employees at the same group and level. When the two (2) positions are not the same group and level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher paid position is no more than six per cent (6%) higher than the maximum rate of pay for the lower paid position.

**6.3.8** An alternation must occur on a given date, that is, two (2) employees directly exchange positions on the same day. There is no provision in alternation for a “domino” effect or for “future considerations.”

For clarity, the alternation of positions shall take place on a given date after approval but may take place after the opting one hundred and twenty (120) day period, such as when the processing of the approved alternation is delayed due to the administrative requirements.

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**6.3.9** If an alternation is denied, a meeting to discuss the rationale for the decision will be held at the employee’s request. The bargaining agent representative may attend the meeting.

## **6.4 Options**

**6.4.1** Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the deputy head will have access to the choice of options below:

a.

- i. Twelve (12) month surplus priority period in which to secure a reasonable job offer: should a reasonable job offer not be made within a period of twelve (12) months, the employee will be laid off in accordance with the PSEA. Employees who choose or are deemed to have chosen this option are surplus employees.
- ii. At the request of the employee, this twelve (12) month surplus priority period shall be extended by the unused portion of the one hundred and twenty (120) day opting period referred to in subsection 6.1.2 which remains once the employee has selected in writing option 6.4.1(a).
- iii. When a surplus employee who has chosen, or who is deemed to have chosen, option 6.4.1(a) offers to resign before the end of the twelve (12) month surplus priority period, the deputy head may authorize a lump-sum payment equal to the surplus employee's pay for the substantive position for the balance of the surplus period, up to a maximum of six (6) months. The amount of the lump-sum payment for the pay in lieu cannot exceed the maximum of that which they would have received had they chosen option 6.4.1(b), the TSM.
- iv. Departments or organizations will make every reasonable effort to market a surplus employee during the employee's surplus period within the employee's preferred area of mobility,

or

- b. TSM is a lump-sum payment, based on the employee's years of service in the public service (see Annex B) made to an opting employee. The TSM shall be paid in one (1) or two (2) lump-sum amounts, at the employee's request over a maximum two (2) year period. Employees choosing this option must resign but will be considered to be laid off for purposes of severance pay,

or

c. Education allowance is a TSM (see option 6.4.1(b) above) plus an amount of not more than seventeen thousand dollars (\$17,000) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant equipment. Employees choosing option 6.4.1(c) could either:

- i. resign from the core public administration but be considered to be laid off for severance pay purposes on the date of their departure. The TSM shall be paid in one (1) or two (2) lump-sum amounts, at the employee's request over a maximum two (2) year period, or
- ii. delay their departure date and go on leave without pay for a maximum period of two (2) years, while attending the learning institution. The TSM shall be paid in one or two lump-sum amounts, at the employee's request over a maximum two (2) year period. During this period, employees could continue to be public service benefit plan members and contribute both Employer and employee share to the benefits plans and the Public Service Superannuation Plan. At the end of the two (2) year leave without pay period, unless the employee has found alternate employment in the core public administration, the employee will be laid off in accordance with the PSEA.

**6.4.2** Management will establish the departure date of opting employees who choose option 6.4.1(b) or Option 6.4.1(c) above.

**6.4.3** The TSM, pay in lieu of unfulfilled surplus period and the education allowance cannot be combined with any other payment under the workforce adjustment appendix.

**6.4.4** In the cases of pay in lieu of unfulfilled surplus period, options 6.4.1(b) and 6.4.1(c)(i), the employee relinquishes any priority rights for reappointment upon acceptance of their resignation.



**6.4.5** Employees choosing option 6.4.1(c)(ii) who have not provided their department or organization with a proof of registration from a learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from the core public administration, and be considered to be laid off for purposes of severance pay.

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**6.4.6** All opting employees will be entitled to up to one thousand two hundred dollars (\$1,200) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial, and job placement counselling services.

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**6.4.7** A person who has received pay in lieu of unfulfilled surplus period, a TSM or an education allowance and is reappointed to the public service shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such reappointment or hiring, to the end of the original period for which the TSM or education allowance was paid.

**6.4.8** Notwithstanding subsection 6.4.7, an opting employee who has received an education allowance will not be required to reimburse tuition expenses, costs of books and relevant equipment, for which they cannot get a refund.

**6.4.9** The deputy head shall ensure that pay in lieu of unfulfilled surplus period is only authorized where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during that period.

**6.4.10** If a surplus employee who has chosen, or is deemed to have chosen, option 6.4.1(a) refuses a reasonable job offer at any time during the twelve (12) month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.

**6.4.11** Approval of pay in lieu of unfulfilled surplus period is at the discretion of management, but shall not be unreasonably denied.

## **6.5 Retention payment**

**6.5.1** There are three (3) situations in which an employee may be eligible to receive a retention payment. These are total facility closures, relocation of work units and alternative delivery initiatives.

**6.5.2** All employees accepting retention payments must agree to leave the core public administration without priority rights.

**6.5.3** An individual who has received a retention payment and, as applicable, is either reappointed to that portion of the core public administration specified from time to time in Schedule I and IV of the FAA, or is hired by the new employer within the six (6) months immediately following the individual's resignation, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such reappointment or hiring, to the end of the original period for which the lump sum was paid.

**6.5.4** The provisions of subsection 6.5.5 shall apply in total facility closures where public service jobs are to cease, and:

- a. such jobs are in remote areas of the country,  
or
- b. retraining and relocation costs are prohibitive,  
or
- c. prospects of reasonable alternative local employment (whether within or outside the core public administration) are poor.

**6.5.5** Subject to 6.5.4, the deputy head shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the core public administration to take effect on that closure date, a sum

equivalent to six (6) months' pay payable upon the day on which the departmental or organizational operation ceases, provided the employee has not separated prematurely.

**6.5.6** The provisions of subsection 6.5.7 shall apply in relocation of work units where core public administration work units:

- a. are being relocated;  
and
- b. when the deputy head of the home department or organization decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation;  
and
- c. where the employee has opted not to relocate with the function.

**6.5.7** Subject to subsection 6.5.6, the deputy head shall pay to each employee who is asked to remain until the relocation of the work unit and offers a resignation from the core public administration to take effect on the relocation date, a sum equal to six (6) months' pay payable upon the day on which the departmental or organizational operation relocates, provided the employee has not separated prematurely.

**6.5.8** The provisions of subsection 6.5.9 shall apply in alternative delivery initiatives:

- a. where the core public administration work units are affected by alternative delivery initiatives;
- b. when the deputy head of the home department or organization decides that, compared to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of the transfer to the new employer;  
and
- c. where the employee has not received a job offer from the new employer or has received an offer and did not accept it.

**6.5.9** Subject to subsection 6.5.8, the deputy head shall pay to each employee who is asked to remain until the transfer date and who offers a resignation from the core public administration to take effect on the transfer date, a sum equivalent to six (6) months' pay payable upon the transfer date, provided the employee has not separated prematurely.

## **Part VII: special provisions regarding alternative delivery initiatives**

### **Preamble**

The administration of the provisions of this part will be guided by the following principles:

- a. fair and reasonable treatment of employees;
- b. value for money and affordability;  
and
- c. maximization of employment opportunities for employees.

The parties recognize:

- the Union's need to represent employees during the transition process;
- the Employer's need for greater flexibility in organizing the core public administration.

### **7.1 Definitions**

#### **alternative delivery initiative (diversification des modes d'exécution)**

is the transfer of any work, undertaking or business of the core public administration to any body or corporation that is a separate agency or that is outside the core public administration.

#### **reasonable job offer (offre d'emploi raisonnable)**

is an offer of employment received from a new employer in the case of a Type 1 or 2 transitional employment arrangement, as determined in accordance with subsection 7.2.2.

#### **termination of employment (licenciement de la personne salariée)**

is the termination of employment referred to in paragraph 12(1)(f) of the FAA.

## 7.2 General

Departments or organizations will, as soon as possible after the decision is made to proceed with an alternative delivery initiative (ADI), and if possible, not less than one hundred and eighty (180) days prior to the date of transfer, provide notice to the President of PIPSC.

The notice to PIPSC will include: 1) the program being considered for ADI, 2) the reason for the ADI, and 3) the type of approach anticipated for the initiative.

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A joint Workforce Adjustment-Alternative Delivery Initiative (WFA-ADI) committee will be created for ADI and will have equal representation from the department or organization and PIPSC. By mutual agreement, the committee may include other participants. The joint WFA-ADI committee will define the rules of conduct of the committee.

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In cases of ADI, the parties will establish a joint WFA-ADI committee to conduct meaningful consultation on the human resources issues related to the ADI in order to provide information to the employee which will assist them in deciding on whether or not to accept the job offer.

### 1. **Commercialization**

In cases of commercialization where tendering will be part of the process, the parties shall make every reasonable effort to come to an agreement on the criteria related to human resources issues (for example, terms and conditions of employment, pension and health care benefits, the take-up number of employees) to be used in the request for proposal (RFP) process. The parties will respect the contracting rules of the federal government.

### 2. **Creation of a new agency**

In cases of the creation of new agencies, the parties shall make every

reasonable effort to agree on common recommendations related to human resources issues (for example, terms and conditions of employment, pension, and health care benefits) that should be available at the date of transfer.

### **3. Transfer to existing employers**

In all other ADI initiatives where an employer-employee relationship already exists the parties will hold meaningful consultations to clarify the terms and conditions that will apply upon transfer.

In the cases of commercialization and creation of new agencies, consultation opportunities will be given to PIPSC; however, if after meaningful consultation agreements are not possible, the department may still proceed with the transfer.

**7.2.1** The provisions of this part apply only in the case of alternative delivery initiatives and are in exception to other provisions of this appendix.

Employees who are affected by alternative delivery initiatives and who receive job offers from the new employer shall be treated in accordance with the provisions of this part and, only where specifically indicated will other provisions of this appendix apply to them.

**7.2.2** There are three (3) types of transitional employment arrangements resulting from alternative delivery initiatives:

a. Type 1 (full continuity)

Type 1 arrangements meet all of the following criteria:

- i. legislated successor rights apply. Specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;
- ii. the *Directive on Terms and Conditions of Employment*, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer or by the FPSLREB pursuant to a successor rights application;

- iii. recognition of continuous employment in the core public administration, as defined in the *Directive on Terms and Conditions of Employment*, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;
- iv. pension arrangements according to the statement of pension principles set out in Annex "A," or, in cases where the test of reasonableness set out in that statement is not met, payment of a lump sum to employees pursuant to subsection 7.7.3;
- v. transitional employment guarantee: a two (2) year minimum employment guarantee with the new employer;
- vi. coverage in each of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
- vii. short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to maximum of the new employer's LTDI waiting period.

b. Type 2 (substantial continuity)

Type 2 arrangements meet all of the following criteria:

- i. the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of the group's current federal hourly remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are the same;
- ii. the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of federal annual remuneration (= per cent or greater of federal annual remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are different;
- iii. pension arrangements according to the statement of pension principles as set out in Annex "A," or in cases where the test of

reasonableness set out in that Statement is not met, payment of a lump sum to employees pursuant to subsection 7.7.3;

- iv. transitional employment guarantee: employment tenure equivalent to that of the permanent workforce in receiving organizations or a two (2) year minimum employment guarantee;
- v. coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
- vi. short-term disability arrangement.

c. Type 3 (lesser continuity)

A Type 3 arrangement is any alternative delivery initiative that does not meet the criteria applying in Type 1 and 2 transitional employment arrangements.

**7.2.3** For Type 1 and 2 transitional employment arrangements, the offer of employment from the new employer will be deemed to constitute a reasonable job offer for purposes of this part.

**7.2.4** For Type 3 transitional employment arrangements, an offer of employment from the new employer will not be deemed to constitute a reasonable job offer for purposes of this part.

### **7.3 Responsibilities**

**7.3.1** Deputy heads will be responsible for deciding, after considering the criteria set out above, which of the types applies in the case of particular alternative delivery initiatives.

**7.3.2** Employees directly affected by alternative delivery initiatives are responsible for seriously considering job offers made by new employers and advising the home department or organization of their decision within the allowed period.

### **7.4 Notice of alternative delivery initiatives**



**7.4.1** Where alternative delivery initiatives are being undertaken, departments or organizations shall provide written notice to all employees offered employment by the new employer, giving them the opportunity to choose whether they wish to accept the offer.

**7.4.2** Following written notification, employees must indicate within a period of sixty (60) days their intention to accept the employment offer.

## **7.5 Job offers from new employers**

**7.5.1** Employees subject to this appendix (see “application”) and who do not accept the reasonable job offer from the new employer in the case of Type 1 or 2 transitional employment arrangements will be given four (4) months’ notice of termination of employment and their employment will be terminated at the end of that period or on a mutually agreed upon date before the end of the four (4) month notice period except where the employee was unaware of the offer or incapable of indicating an acceptance of the offer.

**7.5.2** The deputy head may extend the notice of termination period for operational reasons, but no such extended period may end later than the date of the transfer to the new employer.

**7.5.3** Employees who do not accept a job offer from the new employer in the case of Type 3 transitional employment arrangements may be declared opting or surplus by the deputy head in accordance with the provisions of the other parts of this appendix.

**7.5.4** Employees who accept a job offer from the new employer in the case of any alternative delivery initiative will have their employment terminated on the date on which the transfer becomes effective, or on another date that may be designated by the home department or organization for operational reasons provided that this does not create a break in continuous service between the core public administration and the new employer.

## **7.6 Application of other provisions of the appendix**

**7.6.1** For greater certainty, the provisions of Part II, Official Notification, and Section 6.4, Retention Payment, will apply in the case of an employee who refuses an offer of employment in the case of a Type 1 or 2 transitional employment arrangement. A payment under Section 6.5 may not be combined with a payment under the other section.

## **7.7 Lump-sum payments and salary top-up allowances**

**7.7.1** Employees who are subject to this appendix (see “application”) and who accept the offer of employment from the new employer in the case of Type 2 transitional employment arrangements will receive a sum equal to three (3) months’ pay, payable upon the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees an eighteen (18) month salary top-up allowance equal to the difference between the remuneration applicable to their core public administration position and the salary applicable to their position with the new employer. This allowance will be paid as a lump sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

**7.7.2** In the case of individuals who accept an offer of employment from the new employer in the case of a Type 2 arrangement whose new hourly or annual salary falls below eighty per cent (80%) of their former federal hourly or annual remuneration, departments or organizations will pay an additional six (6) months of salary top-up allowance for a total of twenty-four (24) months under this section and subsection 7.7.1. The salary top-up allowance equal to the difference between the remuneration applicable to their core public administration position and the salary applicable to their position with the new employer will be paid as a lump sum payable on the day on which the departmental or organizational work or function is transferred to the new employer.

**7.7.3** Employees who accept the reasonable job offer from the successor employer in the case of a Type 1 or 2 transitional employment arrangement where the test of reasonableness referred to in the statement of pension principles set out in Annex "A" is not met, that is, where the actuarial value (cost) of the new employer's pension arrangements are less than six decimal five per cent (6.5%) of pensionable payroll (excluding the Employer's costs related to the administration of the plan) will receive a sum equal to three (3) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

**7.7.4** Employees who accept an offer of employment from the new employer in the case of Type 3 transitional employment arrangements will receive a sum equal to six (6) months' pay payable on the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees a twelve (12) month salary top-up allowance equal to the difference between the remuneration applicable to their core public administration position and the salary applicable to their position with the new employer. The allowance will be paid as a lump sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The total of the lump-sum payment and the salary top-up allowance provided under this section will not exceed an amount equal to one (1) year's pay.

**7.7.5** For the purposes of subsections 7.7.1, 7.7.2 and 7.7.4, the term remuneration includes and is limited to salary plus equal pay adjustments, if any, and supervisory differential, if any.

## **7.8 Reimbursement**

**7.8.1** An individual who receives a lump-sum payment and salary top-up allowance pursuant to subsections 7.7.1, 7.7.2, 7.7.3 or 7.7.4 and who is reappointed to that portion of the core public administration specified from time to time in Schedule I and IV of the FAA at any point during the period

covered by the total of the lump-sum payment and salary top-up allowance, if any, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of reappointment to the end of the original period covered by the total of the lump-sum payment and salary top-up allowance, if any.

**7.8.2** An individual who receives a lump-sum payment pursuant to subsection 7.6.1 and, as applicable, is either reappointed to that portion of the core public administration specified from time to time in Schedule I and IV of the FAA or hired by the new employer, to which the employee's work was transferred, at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of the reappointment or hiring to the end of the original period covered by the lump-sum payment.

## **7.9 Vacation leave credits and severance pay**

**7.9.1** Notwithstanding the provisions of this collective agreement concerning vacation leave, an employee who accepts a job offer pursuant to this part may choose not to be paid for earned but unused vacation leave credits, provided that the new employer will accept these credits.

**7.9.2** Notwithstanding the provisions of this collective agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this part will not be paid severance pay where successor rights apply and/or, in the case of a Type 2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the core public administration for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer.

However, an employee who has a severance termination benefit entitlement under the terms of paragraphs 19.06(b) or (c) of Appendix "G" shall be paid this entitlement at the time of transfer.

### 7.9.3 Where:

- a. the conditions set out in subsection 7.9.2 are not met,
  - b. the severance provisions of this collective agreement are extracted from this collective agreement prior to the date of transfer to another non-federal public sector employer,
  - c. the employment of an employee is terminated pursuant to the terms of subsection 7.5.1,
- or
- d. the employment of an employee who accepts a job offer from the new employer in a Type 3 transitional employment arrangement is terminated on the transfer of the function to the new employer.

the employee shall be deemed, for purposes of severance pay, to be involuntarily laid off on the day on which employment in the core public administration terminates.

### **Annex A: Statement of Pension Principles**

1. The new employer will have in place, or His Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for transferring employees. The test of “reasonableness” will be that the actuarial value (cost) of the new employer pension arrangements will be at least six decimal five per cent (6.5%) of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the assessment methodology developed by Towers Perrin for the Treasury Board, dated October 7, 1997. This assessment methodology will apply for the duration of this collective agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new employer to pay the employer costs, *Public*

*Service Superannuation Act (PSSA)* coverage could be provided during a transitional period of up to a year.

2. Benefits in respect of service accrued to the point of transfer are to be fully protected.
3. His Majesty in right of Canada will seek portability arrangements between the public service Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, His Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new employer for vesting and benefit thresholds under the PSSA.

## Annex B: Transition Support Measure

<b>Years of service in the public service</b>	<b>Transition Support Measure (TSM) (payment in weeks' pay)</b>
0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50

<b>Years of service in the public service</b>	<b>Transition Support Measure (TSM) (payment in weeks' pay)</b>
16	52
17	52
18	52
19	52
20	52
21	52
22	52
23	52
24	52
25	52
26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37
35	34
36	31
37	28
38	25
39	22
40	19
41	16
42	13

Years of service in the public service	Transition Support Measure (TSM) (payment in weeks' pay)
43	10
44	07
45	04

For indeterminate seasonal and part-time employees, the TSM will be prorated in the same manner as severance pay under the terms of this collective agreement.

Severance pay provisions of this collective agreement are in addition to the TSM.

### **\*\*Annex C: Role of PSC in Administering Surplus and Layoff Priority Entitlements**

1. The PSC will refer surplus employees and laid-off persons to positions, in all departments, organizations and agencies governed by the PSEA, for which they are potentially qualified for the essential qualifications, unless the individuals have advised the PSC and their home departments or organizations in writing that they are not available for appointment. The PSC will further ensure that entitlements are respected and that priority persons are fairly and properly assessed.
2. The PSC, acting in accordance with the *Privacy Act*, will provide the TBS with information related to the administration of priority entitlements which may reflect on departments' or organizations' and agencies' level of compliance with this Appendix.
3. The PSC will provide surplus employees and laid-off persons with information on their priority entitlements.
4. The PSC will, in accordance with the *Privacy Act*, provide information to Institute on the numbers and status of their members who are in the Priority Information Management System and, on a service-wide basis, through reports to the National Joint Council's Workforce Adjustment Committee.



5. The PSC will ensure that a reinstatement priority is given to all employees who are appointed to a position at a lower level.
6. The PSC will, in accordance with the *Privacy Act*, provide information to the Employer, departments or organizations and/or the Institute on referrals of surplus employees and laid-off persons in order to ensure that the priority entitlements are respected.

Public Service Commission: [Guide on Priority Entitlements](#).

## Appendix “E”

### **Memorandum of Agreement Between the Treasury Board and the Professional Institute of the Public Service of Canada with Respect to Scientific Integrity** [Top of page](#)

The purpose of this MOA is to establish a framework for the joint development of Scientific Integrity policies and guidelines between PIPSC and the Treasury Board and PIPSC and the departments.

The parties to this agreement recognize that scientific integrity constitutes an integral part of the department’s and employee’s work. Ensuring and enhancing scientific integrity is vital to the decision-making process in the public administration and is the responsibility of all employees. It enables decision-makers to draw upon high-quality, wide-ranging and robust scientific and social scientific evidence for informed decision-making. Scientific integrity involves the application of concepts of transparency, openness, high-quality work, avoidance of conflict of interest and ensuring high standards of impartiality and research ethics. In this context, the parties recognize the need to promote a culture of scientific integrity within government science and research.

The Government of Canada firmly believes that government science should be publicly available and is an important part of an evidence-based decision-making process.

The *Directive on the Management of Communications* stipulates that spokespersons and subject matter experts may speak publicly about their own area of expertise and research, while respecting the *Values and Ethics Code for the Public Sector*. Deputy heads have been asked to provide their ongoing attention to the implementation of the policy requirements within their departments that allow government scientists to speak publicly about their work. As part of the implementation, Deputy heads should communicate directly with the employees of their department to ensure they are aware of the communications policy and how it applies to them.

The parties recognize the importance of balancing the requirements of scientific integrity and those of the *Values and Ethics Code for the Public Sector* as adopted April 2, 2012.

The principles and guidelines of scientific integrity include the release of scientific information and data to the public in a timely manner and in keeping with the Government of Canada's *Directive on Open Government*; the attribution and acknowledgement of the contributions of Government of Canada science/scientists; where appropriate, acknowledgement in official publications or communications where a significant (meaningful) contribution to programs, policy or regulations has been made, including the names and roles of those who made significant contributions to the research.

Further, principles and guidelines on scientific integrity ensure that science is high-quality, free from political, commercial, and client interference; ensure the education of employees of the department/agency on the role of science in evidence-based decision-making. The Government of Canada recognizes the importance of professional development, and the employee's role in the development of government policy or advice.

## **Implementation and governance**

Departments that employ more than 10 RE or SP members shall be required to develop and maintain their own Scientific Integrity Policies and Procedures in consultation with PIPSC representatives in their respective workplaces. Such policies shall address the principles/guidelines outlined above, including the right to speak publicly identified in the collective agreement. This shall be completed within eighteen (18) months of the signing of this MOA, or within eighteen (18) months after reaching the 10-member threshold. Departments, in consultation with PIPSC, will endeavour to create a common policy that can be used as a model by departments when developing their own scientific integrity policies. This will be completed within the first 6 months of the signing of this collective agreement.

Departments shall report annually at the National Union-Management Consultation Committee (NUMCC) on the progress toward implementing this MOA and departmental policies. In addition, the Governance Committee composed of the Secretary of the Treasury Board, Chief Science Advisor, and the President of PIPSC will meet annually to take stock of progress and decide on course correction.

<b>The Treasury Board</b>	<b>The Professional Institute of the Public Service of Canada</b>
Carole Bidal Nadia Desmeules	Jennifer Carr Yvonne James

**\*\*Appendix “F”**

**Memorandum of Understanding between the Treasury Board and the Professional Institute of the Public Service of Canada with Respect to Consultation on Informal Conflict Management** [Top of page](#)

This memorandum of understanding is to give effect to the agreement reached between the Treasury Board (the Employer) and the Professional Institute of the Public Service of Canada (the Institute).

The parties recognize the importance of an inclusive informal conflict resolution experience where employees feel supported, heard and respected.

To support the identification of specific informal conflict management needs in departments or organizations, the Employer commits to consulting the Institute on existing informal conflict management (ICM) services currently available to employees of the core public administration (CPA).

In addition, to identify opportunities to improve upon ICM services in the CPA, the Employer will consult the Institute regarding considerations related to Employment Equity, Diversity, Inclusion (EEDI) including those related to Indigenous peoples (First Nations, Inuit, and Métis).

The Employer will begin consultation within ninety (90) days of the signing of the collective agreement. The Employer will endeavour to finalize its review and present its findings to the Institute within one (1) year. This timeline may be extended by mutual agreement.

This memorandum of understanding expires on September 30, 2026.

## **Appendix “G”**

### **Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement)** [Top of page](#)

This appendix is to reflect the language agreed to by the Employer and the Professional Institute of the Public Service of Canada for the elimination of severance pay for voluntary separations (resignation and retirement) on November 7, 2012. These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

#### **Article 20**

##### **Severance pay**

**Effective on November 7, 2012, paragraphs 20.01(b) and (c) are deleted from the collective agreement.**

**20.01** Under the following circumstances and subject to clause 20.02 an employee shall receive severance benefits calculated on the basis of his weekly rate of pay:

**a. Lay-off**

- i. On the first (1st) lay-off, for the first (1st) complete 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 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).
- ii. On second (2nd) or subsequent lay-off one week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which he was granted severance pay under subparagraph 20.01(a)(i) above.

**b. Resignation**

On resignation, subject to paragraph 20.01(c) and with ten (10) or more years of continuous employment, one half (1/2) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one half (1/2) 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-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

### **c. Retirement**

On retirement, when an employee is entitled to an immediate annuity or to an immediate annual allowance under the *Public Service Superannuation Act*, a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

### **d. 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.

### **e. Rejection on probation**

On 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, one (1) week's pay for each complete year of probation.

### **f. 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 of reasons of incapacity pursuant to paragraph 12(1)(e) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

- ii. When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reasons of termination for cause of reasons of incompetence pursuant to paragraph 12(2)(d) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

**20.02** 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 was already granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under this article be pyramided.

For greater certainty, payments made pursuant to clauses 20.05 to 20.08 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of clause 20.02.

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

**20.04** 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 20.01(b) (prior to November 7, 2012) or clauses 20.05 to 20.08 (commencing on November 7, 2012).

### **20.05 Severance termination**

- a. Subject to clause 20.02 above, indeterminate employees on November 7, 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 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.

- b. Subject to clause 20.02 above, term employees on November 7, 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**

### **20.06 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 November 7, 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 20.07(c).

### **20.07 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 the 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 20.06(c) must specify the number of complete weeks to be paid out pursuant to



paragraph 20.06(a) and the remainder shall be paid out pursuant to paragraph 20.06(b).

- d. An employee who does not make a selection under paragraph 20.07(b) will be deemed to have chosen option 20.06(b).

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

This clause applies in a situation where an employee is appointed into a position in the RE bargaining unit from a position outside the RE bargaining unit where, at the date of appointment, provisions similar to those in paragraphs 20.01(b) and (c) are still in force, unless the appointment is only on an acting basis.

- a. Subject to clause 20.02 above, on the date an indeterminate employee becomes subject to this agreement after November 7, 2012, he or she 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 20.02 above, on the date a term employee becomes subject to this agreement after November 7, 2012, he or she 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) above shall have the same choice of options outlined in clause 20.06; 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 20.08(c) will be deemed to have chosen option 20.06(b).

## **\*\*Appendix “H”**

### **Memorandum of Understanding between the Treasury Board and the Professional Institute of the Public Service of Canada with Respect to Maternity and Parental Leave** [Top of page](#)

This memorandum of understanding (MOU) is to give effect to the agreement reached between the Treasury Board (the Employer) and the Professional Institute of the Public Service of Canada (the Institute) regarding the review of language under the maternity leave without pay and parental leave without pay articles in the AV/CP, CS-IT, NR, RE, SH and SP collective agreements.

The parties commit to establishing a Joint Committee to review provisions including maternity leave without pay, parental leave without pay, maternity allowance, parental allowance and special parental allowance for totally disabled employees to:

- identify opportunities to simplify the language. The parties agree that the opportunities identified will not result in changes in application, scope or value;
- compare the interactions between the collective agreements and the Employment Insurance Program and Québec Parental Insurance Plan.

The Joint Committee will be comprised of an equal number of representatives from the Employer and the Institute. The Joint Committee will meet within ninety (90) days of the signing of the collective agreement and will endeavour to finalize the review and present the work of the Joint Committee to their principals within one (1) year from the signing of this collective agreement. This timeline may be extended by mutual agreement.

Given the parties' shared commitment to these ongoing efforts, they may, by mutual consent, avail themselves of Article 48 should a revision be necessary.

This MOU expires on September 30, 2026.

## **\*\*Appendix "I"**

### **Memorandum of Understanding Between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada with Respect to Implementation of the Collective Agreement** [Top of page](#)

Notwithstanding the provisions of clause 45.06 on the calculation of retroactive payments and clause 47.03 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and the Professional Institute of the Public Service of Canada regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

1. The effective dates for economic increases will be specified in the collective agreement. Other provisions of the collective agreement will be effective as follows:
  - a. All components of the agreement unrelated to pay administration will come into force on signature of this agreement unless otherwise expressly stipulated.
  - b. Changes to existing and new 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 this agreement, on the date at which prospective elements of compensation increases will be implemented under 2(a).

- c. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid as per the previous provisions until changes come into force as stipulated in 1(b).
2. The collective agreement will be implemented over the following time frames:
    - a. 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 this agreement where there is no need for manual intervention.
    - b. Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.
    - c. Prospective compensation increases and retroactive amounts that require manual processing will be implemented within four hundred and sixty (460) days after signature of this agreement.
  3. Employee recourse
    - a. Employees in the bargaining unit for whom this agreement is not fully implemented within one hundred and eighty (180) days after signature of this agreement will be entitled to a lump sum of two hundred dollars (\$200) non-pensionable amount when the outstanding amount owed after one hundred and eighty-one (181) days is greater than five hundred dollars (\$500). This amount will be included in their final retroactive payment.
    - b. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the compensation services of their department 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 Institute regarding the format of the detailed breakdown.

c. In such a circumstance, for employees in organizations serviced by the Public Service Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay. For employees in organizations not serviced by the Public Service Pay Centre, employees shall contact the compensation services of their department.

## **\*\*Appendix “J”**

### **Memorandum of Understanding Between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada in Respect to Leave for Union Business: Cost Recovery** [Top of page](#)

This memorandum of understanding (MoU) is to give effect to an agreement reached between the Treasury Board (the Employer) and the Professional Institute of the Public Service of Canada (the Institute) to implement a system of cost recovery for leave for Union business.

The parties agree to this MoU as a direct result of current Phoenix pay system implementation concerns related to the administration of leave without pay for Union business.

Leave granted to an employee under the following clauses of the collective agreement:

- a. 32.02, 32.10, 32.11, 32.13, 32.14(a)

will be with pay for a total cumulative maximum period of three (3) months per fiscal year.

It's agreed that leave with pay granted under the above-noted clauses for Union business will be paid for by the Employer, pursuant to this MoU, effective upon its signature.

The Institute shall then reimburse the Employer for the total salary paid, including allowances if applicable, for each person-day, in addition to which shall also be paid to the Employer by the Institute an amount equal to six per cent (6%) of the total salary paid for each person-day, which sum represents the Employer's contribution for the benefits the employee acquired at work during the period of approved leave with pay pursuant to this MoU.

Leave with pay in excess of the total cumulative maximum period of three (3) months per fiscal year may be granted under the above-noted clauses in reasonably limited circumstances. Where leave with pay is extended under such circumstances, the Institute shall reimburse the Employer for the total salary paid, including applicable allowances, for each person-day, plus an amount equal to thirteen decimal three per cent (13.3%) of the total salary paid for the period exceeding three (3) months.

Under no circumstances will leave with pay under the above-noted clause be granted for any single consecutive period exceeding three (3) months; or for cumulative periods exceeding six (6) months in a twelve (12) month period.

This MoU does not alter the approval threshold for the leave. Should an employee be denied extended leave with pay exceeding three (3) cumulative months or a single consecutive three (3) month period within a fiscal year and the employee's Union leave is otherwise approved pursuant to the relevant clauses at Article 32, they shall take the leave as leave without pay.

On a bimonthly basis, and within 120 days of the end of the relevant period of leave, the hiring department/agency will invoice the Institute 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 Institute agrees to reimburse the department/agency for the invoice within sixty (60) days of the date of the invoice.

This memorandum of understanding expires on September 30, 2026, or upon implementation of the next-generation HR and pay system, whichever comes first, unless otherwise agreed by the parties.

## Appendix “K”

### **Memorandum of Agreement Between the Treasury Board [Top of page](#) of Canada and the Professional Institute of the Public Service of Canada with Respect to Certain Terms and Conditions of Employment for Deemed Royal Canadian Mounted Police Civilian Members**

#### **General**

This memorandum is to give effect to the agreement reached between the Employer and the Professional Institute of the Public Service of Canada (the Institute) on certain terms and conditions of employment applicable to employees that were Royal Canadian Mounted Police (RCMP) Civilian Members on the day immediately preceding the date on which they were deemed to be persons appointed under the *Public Service Employment Act* as per the date published in the *Canada Gazette* (date of deeming).

The parties agree that the terms and conditions of employment applicable to RCMP civilian members will remain in effect until the earlier of the date of deeming or until a date mutually agreed to by the parties. The provisions of the collective agreement and this memorandum of agreement will apply to civilian members thereafter. For greater clarity, paragraphs 3(a) to (c) of the “Memorandum of Understanding between the Treasury Board and the Bargaining Agents with Respect to Implementation of the Collective Agreement” as agreed to by the Institute and Treasury Board do not apply to civilian members.

Upon written request of the Institute, the Employer agrees to incorporate into this agreement any civilian member transition measures, negotiated with any other bargaining agents between now and the date of deeming,

that are more generous than those contained in this agreement.

Any amendments to this agreement shall require the written agreement of the Institute and the Employer.

Notwithstanding the applicability of the general provisions of this collective agreement, the following specific provisions also shall apply to deemed civilian members (thereafter former civilian members).

## **Eligibility**

The transition measures contained in this agreement will continue for as long as the former civilian member remains within a bargaining unit represented by the Institute, either:

- a. within the RCMP;
- b. for those civilian members that will become Shared Services Canada (SSC) employees at the time of deeming, for as long as they remain within SSC or the RCMP.

## **Existing leave credits**

The Employer agrees to accept any unused, earned leave banks of a former civilian member to which he or she was entitled to on the day immediately prior to the date of deeming (including vacation leave credits, lieu time, operational response, and isolated post credits).

For greater clarity, existing leave banks will not be pro-rated to reflect the change from a 40-hour workweek to a 37.5-hour workweek.

## **Vacation leave**

### **Accumulation of vacation leave credits**

The Employer agrees to maintain the vacation leave credit accrual entitlement that is in effect on the day immediately prior to the date of deeming. The former civilian member will maintain his or her vacation leave



entitlement until the next anniversary of service threshold, provided that the vacation leave credit accrual schedule contained in this collective agreement is equal to or greater than their corresponding leave entitlement.

For greater clarity, the vacation accrual rate post deeming will be pro-rated to reflect the change from a 40-hour workweek to a 37.5-hour workweek in accordance with the following table:

### **Conversion table**

<b>Vacation leave accrual rate prior to deeming (i.e., 40-hour workweek) (CM)] (hourly credits per month)</b>	<b>Vacation leave accrual rate post deeming (i.e., 37.5-hour workweek) (PSE) (hourly credits per month)</b>
10	9.375
13.33	12.5
16.66	15.625
20	18.75

### **Vacation leave adjustment**

Former civilian members will be granted forty (40) hours of vacation leave credits and these credits will not be subject to the carry-over provisions of the applicable collective agreement.

Former civilian members are subject to all other provisions outlined in the vacation leave article of the relevant collective agreement.

### **Sick leave**

#### **Granting of sick leave credits**

In recognition of the civilian members' transition from an unrestricted sick leave regime to a sick leave bank regime, upon the date of deeming, former civilian members shall be granted a bank of sick leave credits that is the

greater of 6.25 hours for each completed calendar month of service or 487.50 hours of sick leave credits.

## **Pay increment**

The anniversary date for the purpose of pay increment will be the date on which the former civilian member received her or his last pay increment.

## **Relocation on retirement benefit**

Upon the date of deeming, former civilian members who were relocated at the Crown's expense will be eligible for a retirement relocation. Claims for reimbursement of relocation expenses shall be paid in accordance with the Treasury Board Secretariat (TBS) approved RCMP *Relocation Policy* that is in effect at the time the former civilian member retires from the core public administration. The Employer also agrees to consult with the Institute about any contemplated changes to this policy.

## **Funeral and burial entitlements**

Former civilian members shall remain eligible for funeral and burial entitlements in accordance with the RCMP's *Death Benefits, Funeral and Burial Entitlements Policy* that is in effect at the time the benefits are applied for. The Employer also agrees to consult with the Institute about any contemplated changes to this policy.

Upon their retirement, these entitlements will continue until their death.

Signed at Ottawa this 14th day of the month of June 2019.

**Date modified:** 2018-04-30