



Research (RE)

Agreement Between the Treasury Board and the Professional Institute of the Public Service of Canada

**Group: Research
(All Employees)**

Expiry date: 2022-09-30

This agreement covers the following group(s):

Code	Group
212	Historical Research (HR)
216	Mathematics (MA)
225	Scientific Research (SE)
229	Defence Scientific Service (DS)

Treasury Board of Canada Secretariat
Employment Conditions and Labour Relations
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Part 1: general

Article 1: purpose of agreement

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

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

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

2.01 For the purpose of this agreement:

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

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

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

refers to a person living 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” (employé-e)**

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

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. **“lay-off” (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. **“spouse” (conjoint)**

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;

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

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

s. **“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

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

Article 4: application

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

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

Article 5: management rights

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

Article 6: rights of employees

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

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.

****Article 7: publications and authorship**

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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 his employment, will be retained on appropriate departmental files for the normal life of such files. The Employer will not unreasonably withhold permission for publication. At the Employer's discretion, recognition of authorship will be given where practicable in departmental publications.

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

7.04

- a. The Employer may suggest revisions to a publication and may withhold approval to publish.
- b. When approval for publication is withheld, the author(s) shall be so informed in writing of the reasons, if requested by the 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

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 7 am and 6 pm;
and
- e. upon the request of an employee and the concurrence of the Employer, an employee may work flexible hours on a daily basis so long as the daily hours amount to seven decimal five (7.5).

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 his hours of work, workdays and days of rest in order to suit his 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 his weekly hours of employment in a period of other than five (5) full days provided that over a period of

twenty-eight (28) calendar days the employee works an average of thirty-seven 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 his 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 2/3) days: twelve decimal five zero (12.50) hours;

- ii. two and one twelfth (2 1/12) days: fifteen decimal six two five (15.625) hours;
- iii. five twelfths (5/12) day: three decimal one two five (3.125) hours;
- iv. two and one half (2 1/2) days: eighteen decimal seven five (18.75) hours.

****Article 9: overtime**

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 his 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 his 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

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- a. An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed for one meal in the amount of 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 his place of work.

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- b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, he shall be reimbursed for one additional meal in the amount of 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 he may take a meal break either at or adjacent to his 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.

Article 10: call-back

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 his normal working hours he shall be entitled to the greater of:

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

10.02 Upon 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

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 he has been designated as being on standby duty.

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

11.03 An employee required to be on standby duty shall be available during his 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

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. the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- h. Remembrance Day,
- i. Christmas Day,
- j. Boxing Day,
- k. one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first (1st) Monday in August, and
- l. one additional day when proclaimed by an act of Parliament as a national holiday.

12.02 An employee absent without pay on both his full working day immediately preceding and his 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 his 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**13.01**

- a. The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his religious obligations.
- b. Employees may, in accordance with the provisions of this agreement, request annual leave, compensatory leave, leave without pay for other reasons 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 his religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.
- d. An employee who intends to request leave or time off under this article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

****Article 14: travelling time**

14.01 When the Employer requires an employee to travel outside his 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 he travels but does not work, the employee shall receive his regular pay for the day.
- b. On a normal working day on which he travels and works, the employee shall be paid:
 - i. his regular pay for the day for a combined period of travel and work not exceeding seven decimal five (7.5) hours, and

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- 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.

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- 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 his destination and, upon his return, direct back to his 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 he is 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.

14.09 Travel leave status

- a. An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his or her permanent residence for forty (40) nights during a fiscal year shall be granted one (1) day off with pay. The employee shall be credited with one (1) additional day off for each additional twenty (20) nights that the employee is away from his or her 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

15.01 An employee is entitled, once in each fiscal year, to be informed, upon request, of the balance of his 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 he becomes 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 he is 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 he has earned is terminated by death or layoff, the employee is considered to have earned the amount of leave with pay granted to him.

15.06

- a. When an employee becomes subject to this agreement, his earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this agreement, his earned hourly leave credits shall be reconverted into days, with one 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.

Article 16: vacation leave

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

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 he has 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 him, 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 he immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.

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 him.

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 lay-off.

16.14 Abandonment

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

16.15 Recovery on termination

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

- 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.
- 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

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 he receives pay for at least seventy-five (75) hours.

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

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

17.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he was unable to perform his 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 he is 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 lay-off, 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 lay-off and who is reappointed in the public service within two (2) years from the date of lay-off.

****Article 18: other leave with or without pay**

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 father, mother (or, alternatively, stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, 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. 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
- d. An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his brother-in-law or sister-in-law and grandparent of spouse.
- e. If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave with pay under paragraphs 18.02(a) and 18.02(d), the employee shall be granted bereavement leave with pay and his paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

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- f. It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department 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) and 18.02(d).
- g. If, during a period of paid leave, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave under this clause, he shall be granted bereavement leave and his paid leave credits shall be restored to the extent of any concurrent bereavement leave granted.

18.03 Maternity leave without pay

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

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

- c. The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- d. The Employer may require an employee to submit a medical certificate certifying pregnancy.
- e. An employee who has not commenced maternity leave without pay may elect to:
 - i. use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - ii. use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 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 her plans to take leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence 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 Maternity allowance

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

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

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

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

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

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

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

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

18.05 Special 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 her from receiving Employment Insurance or the Quebec 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 maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the recruitment and retention "terminable allowance," and the gross amount of her 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 she would have been eligible for maternity benefits under the Employment Insurance or the Quebec Parental Insurance Plan had she not been disqualified from Employment Insurance or 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 Maternity-related reassignment or leave

- a. An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the 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 her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
 - i. modifies her job functions or reassigns her,
 - or
 - ii. informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- d. Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.
- e. Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.

- f. An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks' notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the 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

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- 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.

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- 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 week (52) 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.

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- 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.

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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 his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization 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.

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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.

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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.

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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

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

Parental allowance administration

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- a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) or (l) to (r), providing he or she:
 - i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance Plan or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer,
and
 - iii. has signed an agreement with the Employer stating that:
 - A. the employee will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*, on the expiry date of his or her parental leave without pay, unless the return-to-work date is modified by the approval of another form of leave;
 - B. Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the standard parental allowance in addition to the period of time referred to in section 18.04(a)(iii)(B), if applicable. Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty percent

(60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 18.04(a)(iii)(B), if applicable.

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

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

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 his or her new period of employment is sufficient to meet the obligations specified in section (B).

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- 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

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- 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 his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for the waiting period, less any other monies earned during this period;
 - ii. for each week the employee receives parental, adoption or paternity benefits, under the Employment Insurance Plan or the Quebec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of

- his or her weekly rate (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 his or her parental, adoption or paternity benefits to which he or she would have been eligible if no extra monies had been earned during this period;
- iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity under the Quebec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks 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 Quebec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period;
 - v. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 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) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 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 he or she is required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance* in Quebec.

**

- f. The weekly rate of pay referred to in paragraph (c) shall be:
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.

**

- g. The weekly rate of pay referred to in paragraph (f) shall be the rate (and the recruitment and retention "terminable allowance" if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.

**

- 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, maternity and standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined maternity and parental leave without pay.

Option 2: extended parental allowance

**

1. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee on parental leave without pay as described in 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 his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for the waiting period, less any other monies earned during this period;
 - ii. for each week the employee receives parental benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate (and the recruitment and retention “terminable allowance” if applicable) and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;
 - iii. where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 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) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 18.04(c)(iii) for the same child;

**

- m. At the employee's request, the payment referred to in subparagraph 18.09(1)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.

**

- n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.

**

- o. The weekly rate of pay referred to in paragraph (l) shall be:
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.

**

- p. The weekly rate of pay referred to in 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 he or she is appointed.

**

- q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (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, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined 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 Quebec 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 his or her 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 Quebec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Quebec 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 father, mother (including stepfather, stepmother or foster parent), brother, sister, stepbrother, stepsister, spouse (including common-law partner residing with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, 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 his or her 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 he or she is in receipt of or awaiting Employment Insurance (EI) benefits for compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults may be granted leave without pay while in receipt of or awaiting these benefits.
- b. The leave without pay described in paragraph 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 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.

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 ward of the employee); parents (including step-parents or foster parents); father-in-law, mother-in-law, brother, sister, stepbrother, stepsister, grandparents of the employee, grandchild, 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 his 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 his 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;
 - vi. Seven decimal five (7.5) 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

- 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.

- 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.

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18.22 Domestic violence leave

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 someone with whom the employee has or had an intimate relationship.

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.

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

****Article 19: career development**

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 lay-off, 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,
 - or
 - B. 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.
- 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.

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- 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.

19.04 Selection criteria

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- 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

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. 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

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**

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 his or her 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 his or her position.

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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

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 his 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

he 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.

- a. An employee who meets the conditions set forth below shall be paid a field or sea research allowance of three hundred and forty dollars (\$340.00) for each fifteen (15) calendar day period, provided that:
 - i. he completes 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

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 his duties.

Article 25: technological change

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 his 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

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

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

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 his or her claim and declares in an affidavit that he is a member of a religious organization whose doctrine prevents him as a matter of conscience from making financial contributions to an employee organization and that he will make contributions 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.

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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.

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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

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.

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.

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

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 him to carry out his functions as a Steward on the Employer's premises. When the discharge of these functions require an employee who is a Steward to leave his normal place of work, the employee shall report his return to his supervisor whenever practicable.

Article 32: leave for labour relations matters

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

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

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 himself or herself of the grievance procedure provided in this agreement.

Article 35: grievance procedure

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 he or she feels aggrieved:

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

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 he has the approval of and is represented by the Institute.

35.09 There shall be 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 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

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 of Canada, form part of this collective agreement. The list may be found at 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

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

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

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

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 compare 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.

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 two five per cent (4.25%) for all straight-time hours worked during the period of part-time employment.

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 his certificate of appointment, immediately prior to the termination of his employment.

Article 41: employee performance review and employee files

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 his assigned tasks during a specified period in the past;
- b. formal assessment and/or appraisals of employee performance shall be recorded on a form prescribed by the Employer for this purpose.

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 his assessment form shall be considered to be an indication only that its contents have been read and shall not indicate his concurrence with the statements contained on the

form. A copy of the employee's assessment form shall be provided to him 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 his work he shall have the right to present written counter arguments to the manager(s) or committee(s) responsible for the assessment and/or appraisal decision.

41.04 Upon written request of an employee, the personnel file of that employee shall be made available once per year for his 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

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

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

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, family status, marital status, mental or physical disability, conviction for which a pardon has been granted 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

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

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**

**

47.01 The duration of this collective agreement shall be from the date it is signed to September 30, 2022.

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 30th day of the month of August 2019.

The Treasury Board of Canada

Sandra Hassan
Yves Beaupré
Karine Beauchamp
Joanne Volk
Johanna Smith
Dr. Alan Giguère
Wesley Yung
Dana Bewza
Michel Gilbert
Natalie Bussièrès
Sahnoune Dahel
Andrée Bolduc

The Professional Institute of the Public Service of Canada

Debi Daviau
Nicholas Pernal
Matthew R. MacLeod
M. Robin Anderson
Jean A. Bérubé
John Donohue
Eric Hortop
Emily MacDonald
Jason Rancourt

**Appendix “A”

HR: Historical Research annual rates of pay

Table legend

§) Effective October 1, 2017

X)* Wage adjustment effective October 1, 2018

A)* Effective October 1, 2018

B)* Effective October 1, 2019

C) Effective October 1, 2020

D) Effective October 1, 2021

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

Effective Date	Range/Step 1	Step 2	Step 3	Step 4	Step 5
§) October 1, 2017	34,665 to 57,496**	59,597	61,760	63,927	66,098
X) Wage Adjustment - October 1, 2018*	35,133 to 58,272**	60,402	62,594	64,790	66,990
A) October 1, 2018*	35,836 to 59,437**	61,610	63,846	66,086	68,330
B) October 1, 2019*	36,553 to 60,626**	62,842	65,123	67,408	69,697
C) October 1, 2020	37,101 to 61,535**	63,785	66,100	68,419	70,742
D) October 1, 2021	37,658 to 62,458**	64,742	67,092	69,445	71,803

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 1.35% wage adjustment for a compounded total of 3.38%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 5.444%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

** with intermediate steps of \$10

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

Effective Date	Step 1	Step 2	Step 3	Step 4
§) October 1, 2017	66,692	69,043	71,405	73,765
X) Wage Adjustment - October 1, 2018*	67,592	69,975	72,369	74,761
A) October 1, 2018*	68,944	71,375	73,816	76,256
B) October 1, 2019*	70,323	72,803	75,292	77,781
C) October 1, 2020	71,378	73,895	76,421	78,948
D) October 1, 2021	72,449	75,003	77,567	80,132

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 1.35% wage adjustment for a compounded total of 3.38%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 5.444%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

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

Effective Date	Step 1	Step 2	Step 3	Step 4
§) October 1, 2017	76,304	79,023	81,748	84,466
X) Wage Adjustment - October 1, 2018*	77,334	80,090	82,852	85,606
A) October 1, 2018*	78,881	81,692	84,509	87,318
B) October 1, 2019*	80,459	83,326	86,199	89,064
C) October 1, 2020	81,666	84,576	87,492	90,400
D) October 1, 2021	82,891	85,845	88,804	91,756

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 1.35% wage adjustment for a compounded total of 3.38%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 5.444%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

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

Effective Date	Step 1	Step 2	Step 3	Step 4
\$) October 1, 2017	88,704	91,997	95,282	98,569
X) Wage Adjustment - October 1, 2018*	89,902	93,239	96,568	99,900
A) October 1, 2018*	91,700	95,104	98,499	101,898
B) October 1, 2019*	93,534	97,006	100,469	103,936
C) October 1, 2020	94,937	98,461	101,976	105,495
D) October 1, 2021	96,361	99,938	103,506	107,077

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 1.35% wage adjustment for a compounded total of 3.38%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 5.444%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

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

Effective Date	Step 1	Step 2	Step 3	Step 4
\$) October 1, 2017	95,765	100,690	105,617	110,544
X) Wage Adjustment - October 1, 2018*	97,058	102,049	107,043	112,036
A) October 1, 2018*	98,999	104,090	109,184	114,277
B) October 1, 2019*	100,979	106,172	111,368	116,563
C) October 1, 2020	102,494	107,765	113,039	118,311
D) October 1, 2021	104,031	109,381	114,735	120,086

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 1.35% wage adjustment for a compounded total of 3.38%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 5.444%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

Pay notes**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. Except in the case of employees being paid in that part of the HR-1 scale of rates identified by ten-dollar (\$10) intermediate steps, an employee shall be paid effective October 1, 2018, in the "A" scale of rates at the rate shown immediately below his former rate.
4. An employee being paid in that part of the HR-01 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid, effective October 1, 2018, in the "X" scale of rates of pay, at a rate that is one decimal three five per cent (1.35%) higher than his former rate of pay
5. An employee being paid in that part of the HR-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid, effective October 1, 2018, in the "A" scale of rates of pay, at a rate that is two per cent (2.0%) higher than his 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. An employee being paid in that part of the HR-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid, effective October 1, 2019, in the "B" scale of rates of pay, at a rate that is two per cent (2.0%) higher than his 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. An employee being paid in that part of the HR-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid, effective October 1, 2020, in the "C" scale of rates of pay, at a rate that is one decimal five per cent (1.5%) higher than his 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. An employee being paid in that part of the HR-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid, effective October 1, 2021, in the "D" scale of rates of pay, at a rate that is one decimal five per cent (1.5%) higher than his 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. Notwithstanding pay note 3, where in the retroactive period, an employee, other than one to whom pay notes 5, 6 and 7 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, he shall be paid in the new scale of rates at the rate shown immediately below his former rate, unless he was otherwise informed in writing prior to his appointment that a negotiated pay increase would not apply to him, in which case he shall be paid at the rate of pay nearest to but not less than the rate of pay at which he was appointed.
10. 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.
11. Every employee being paid in that part of the HR-1 scale identified by ten-dollar (\$10) intermediate steps will have his performance reviewed by the Employer within two (2) years of his 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 his appointment will have his performance reviewed at least annually thereafter.

12. 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.

MA: Mathematics annual rates of pay**Table legend**

- \$) Effective October 1, 2017
- X)* Wage adjustment effective October 1, 2018
- A)* Effective October 1, 2018
- B)* Effective October 1, 2019
- C) Effective October 1, 2020
- D) Effective October 1, 2021

MA - 1 - Annual Rates of Pay (in dollars)

Effective Date	Range / Step 1
\$) October 1, 2017	32,002 to 56,787
X) Wage Adjustment - October 1, 2018*	32,322 to 57,355
A) October 1, 2018*	32,968 to 58,502
B) October 1, 2019*	33,627 to 59,672
C) October 1, 2020	34,131 to 60,567
D) October 1, 2021	34,643 to 61,476

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 1% wage adjustment for a compounded total of 3.02%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 5.08%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

MA - 2 - Annual Rates of Pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2017	56,192	57,792	59,386	61,089	63,086
X) Wage Adjustment - October 1, 2018*	56,754	58,370	59,980	61,700	63,717
A) October 1, 2018*	57,889	59,537	61,180	62,934	64,991
B) October 1, 2019*	59,047	60,728	62,404	64,193	66,291
C) October 1, 2020	59,933	61,639	63,340	65,156	67,285
D) October 1, 2021	60,832	62,564	64,290	66,133	68,294

MA - 2 - Annual Rates of Pay (in dollars) (continued)

Effective Date	Step 6	Step 7
§) October 1, 2017	65,053	67,298
X) Wage Adjustment - October 1, 2018*	65,704	67,971
A) October 1, 2018*	67,018	69,330
B) October 1, 2019*	68,358	70,717
C) October 1, 2020	69,383	71,778
D) October 1, 2021	70,424	72,855

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 1% wage adjustment for a compounded total of 3.02%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 5.08%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

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

Effective Date	Step 1	Step 2	Step 3	Step 4
§) October 1, 2017	68,410	70,771	73,136	75,519
X) Wage Adjustment - October 1, 2018*	69,094	71,479	73,867	76,274
A) October 1, 2018*	70,476	72,909	75,344	77,799
B) October 1, 2019*	71,886	74,367	76,851	79,355
C) October 1, 2020	72,964	75,483	78,004	80,545
D) October 1, 2021	74,058	76,615	79,174	81,753

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

Effective Date	Step 5	Step 6
§) October 1, 2017	77,906	80,594
X) Wage Adjustment - October 1, 2018*	78,685	81,400
A) October 1, 2018*	80,259	83,028
B) October 1, 2019*	81,864	84,689
C) October 1, 2020	83,092	85,959
D) October 1, 2021	84,338	87,248

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 1% wage adjustment for a compounded total of 3.02%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 5.08%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

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

Effective Date	Step 1	Step 2	Step 3	Step 4
\$) October 1, 2017	81,686	84,109	86,769	89,439
X) Wage Adjustment - October 1, 2018*	82,503	84,950	87,637	90,333
A) October 1, 2018*	84,153	86,649	89,390	92,140
B) October 1, 2019*	85,836	88,382	91,178	93,983
C) October 1, 2020	87,124	89,708	92,546	95,393
D) October 1, 2021	88,431	91,054	93,934	96,824

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

Effective Date	Step 5	Step 6
\$) October 1, 2017	92,094	95,271
X) Wage Adjustment - October 1, 2018*	93,015	96,224
A) October 1, 2018*	94,875	98,148
B) October 1, 2019*	96,773	100,111
C) October 1, 2020	98,225	101,613
D) October 1, 2021	99,698	103,137

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 1% wage adjustment for a compounded total of 3.02%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 5.08%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2017	95,696	98,367	101,725	105,040	108,664
X) Wage Adjustment - October 1, 2018*	96,653	99,351	102,742	106,090	109,751
A) October 1, 2018*	98,586	101,338	104,797	108,212	111,946
B) October 1, 2019*	100,558	103,365	106,893	110,376	114,185
C) October 1, 2020	102,066	104,915	108,496	112,032	115,898
D) October 1, 2021	103,597	106,489	110,123	113,712	117,636

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 1% wage adjustment for a compounded total of 3.02%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 5.08%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2017	106,606	109,979	113,210	116,347	120,361
X) Wage Adjustment - October 1, 2018*					
	107,672	111,079	114,342	117,510	121,565
A) October 1, 2018*	109,825	113,301	116,629	119,860	123,996
B) October 1, 2019*	112,022	115,567	118,962	122,257	126,476
C) October 1, 2020	113,702	117,301	120,746	124,091	128,373
D) October 1, 2021	115,408	119,061	122,557	125,952	130,299

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 1% wage adjustment for a compounded total of 3.02%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 5.08%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2017	116,729	119,906	123,084	126,281	130,638
X) Wage Adjustment - October 1, 2018*					
	117,896	121,105	124,315	127,544	131,944
A) October 1, 2018*	120,254	123,527	126,801	130,095	134,583
B) October 1, 2019*	122,659	125,998	129,337	132,697	137,275
C) October 1, 2020	124,499	127,888	131,277	134,687	139,334
D) October 1, 2021	126,366	129,806	133,246	136,707	141,424

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 1% wage adjustment for a compounded total of 3.02%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 5.08%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

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. All employees other than MA-1, shall be paid in the (A) range of rates at the rate shown immediately below their former rate on the relevant adjustment dates.
4. All employees paid as MA-1, shall effective October 1, 2018, be paid in the "X" range of rates, at the rate that is nearest to their former rate increased by one per cent (1.0%) provided that the maximum rate is not exceeded.
5. All employees paid as MA-1, shall effective October 1, 2018, be paid in the "A" range of rates at the rate that is nearest to their former rate increased by two per cent (2.0%) provided that the maximum rate is not exceeded.
6. All employees paid as MA-1, shall effective October 1, 2019, be paid in the "B" range of rates at the rate that is nearest to their former rate increased by two per cent (2.0%) provided that the maximum rate is not exceeded.
7. All employees paid as MA-1, shall effective October 1, 2020, be paid in the "C" range of rates at the rate that is nearest to their former rate increased by one decimal five per cent (1.5%) provided that the maximum rate is not exceeded.
8. All employees paid as MA-1, shall effective October 1, 2021, be paid in the "D" range of rates at the rate that is nearest to their former rate increased by one decimal five per cent (1.5%) provided that the maximum rate is not exceeded.

Appointment above the minimum

9. Notwithstanding pay notes 3 to 7, 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, he shall be paid in the new scale of rates at the rate shown immediately below his former rate, unless he was otherwise informed in writing prior to his appointment that a negotiated pay increase would not apply to him, in which case he shall be paid at the rate of pay nearest to but not less than the rate of pay at which he was appointed.
10. 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**Table legend**

§) Effective October 1, 2017

X)* Wage adjustment effective October 1, 2018

Y)* Wage adjustment effective October 1, 2018

A)* Effective October 1, 2018

B)* Effective October 1, 2019

C) Effective October 1, 2020

D) Effective October 1, 2021

Subgroup: Research Scientist**SE – RES - 1: annual rates of pay (in dollars)**

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
§) October 1, 2017	55,870	58,807	61,746	64,690	67,627
X) Wage Adjustment - October 1, 2018*	56,289	59,248	62,209	65,175	68,134
A) October 1, 2018*	57,415	60,433	63,453	66,479	69,497
B) October 1, 2019*	58,563	61,642	64,722	67,809	70,887
C) October 1, 2020	59,441	62,567	65,693	68,826	71,950
D) October 1, 2021	60,333	63,506	66,678	69,858	73,029

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

Effective Date	Step 6	Step 7	Step 8
§) October 1, 2017	70,560	73,504	75,710
X) Wage Adjustment - October 1, 2018*	71,089	74,055	76,278
A) October 1, 2018*	72,511	75,536	77,804
B) October 1, 2019*	73,961	77,047	79,360
C) October 1, 2020	75,070	78,203	80,550
D) October 1, 2021	76,196	79,376	81,758

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.75% (RES) or 3% (REM) wage adjustment for a compounded total of 2.765% (RES) or 5.06% (REM). Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 4.82% (RES) or 7.161% (REM). The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) October 1, 2017	69,372	73,693	78,009	82,330	86,653	90,964	95,287
X) Wage Adjustment - October 1, 2018*	69,892	74,246	78,594	82,947	87,303	91,646	96,002
A) October 1, 2018*	71,290	75,731	80,166	84,606	89,049	93,479	97,922
B) October 1, 2019*	72,716	77,246	81,769	86,298	90,830	95,349	99,880
C) October 1, 2020	73,807	78,405	82,996	87,592	92,192	96,779	101,378
D) October 1, 2021	74,914	79,581	84,241	88,906	93,575	98,231	102,899

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

Effective Date	Step 8	Step 9	Step 10
§) October 1, 2017	99,608	103,917	107,034
X) Wage Adjustment - October 1, 2018*	100,355	104,696	107,837
A) October 1, 2018*	102,362	106,790	109,994
B) October 1, 2019*	104,409	108,926	112,194
C) October 1, 2020	105,975	110,560	113,877
D) October 1, 2021	107,565	112,218	115,585

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.75% (RES) or 3% (REM) wage adjustment for a compounded total of 2.765% (RES) or 5.06% (REM). Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 4.82% (RES) or 7.161% (REM). The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) October 1, 2017	87,671	91,132	94,591	98,047	101,509	104,973	108,433
X) Wage Adjustment - October 1, 2018*	88,329	91,815	95,300	98,782	102,270	105,760	109,246
A) October 1, 2018*	90,096	93,651	97,206	100,758	104,315	107,875	111,431
B) October 1, 2019*	91,898	95,524	99,150	102,773	106,401	110,033	113,660
C) October 1, 2020	93,276	96,957	100,637	104,315	107,997	111,683	115,365
D) October 1, 2021	94,675	98,411	102,147	105,880	109,617	113,358	117,095

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

Effective Date	Step 8	Step 9	Step 10
§) October 1, 2017	111,893	115,352	118,813
X) Wage Adjustment - October 1, 2018*	112,732	116,217	119,704
A) October 1, 2018*	114,987	118,541	122,098
B) October 1, 2019*	117,287	120,912	124,540
C) October 1, 2020	119,046	122,726	126,408
D) October 1, 2021	120,832	124,567	128,304

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.75% (RES) or 3% (REM) wage adjustment for a compounded total of 2.765% (RES) or 5.06% (REM). Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 4.82% (RES) or 7.161% (REM). The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
§) October 1, 2017	104,993	108,838	112,677	116,517	120,364
X) Wage Adjustment - October 1, 2018*	105,780	109,654	113,522	117,391	121,267
A) October 1, 2018*	107,896	111,847	115,792	119,739	123,692
B) October 1, 2019*	110,054	114,084	118,108	122,134	126,166
C) October 1, 2020	111,705	115,795	119,880	123,966	128,058
D) October 1, 2021	113,381	117,532	121,678	125,825	129,979

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

Effective Date	Step 6	Step 7	Step 8
§) October 1, 2017	124,198	128,041	131,882
X) Wage Adjustment - October 1, 2018*	125,129	129,001	132,871
A) October 1, 2018*	127,632	131,581	135,528
B) October 1, 2019*	130,185	134,213	138,239
C) October 1, 2020	132,138	136,226	140,313
D) October 1, 2021	134,120	138,269	142,418

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.75% (RES) or 3% (REM) wage adjustment for a compounded total of 2.765% (RES) or 5.06% (REM). Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 4.82% (RES) or 7.161% (REM). The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
§) October 1, 2017	114,962	119,167	123,376	127,582	131,791
X) Wage Adjustment - October 1, 2018*	115,824	120,061	124,301	128,539	132,779
A) October 1, 2018*	118,140	122,462	126,787	131,110	135,435
B) October 1, 2019*	120,503	124,911	129,323	133,732	138,144
C) October 1, 2020	122,311	126,785	131,263	135,738	140,216
D) October 1, 2021	124,146	128,687	133,232	137,774	142,319

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

Effective Date	Step 6	Step 7	Step 8
§) October 1, 2017	135,997	140,207	144,413
X) Wage Adjustment - October 1, 2018*	137,017	141,259	145,496
A) October 1, 2018*	139,757	144,084	148,406
B) October 1, 2019*	142,552	146,966	151,374
C) October 1, 2020	144,690	149,170	153,645
D) October 1, 2021	146,860	151,408	155,950

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.75% (RES) or 3% (REM) wage adjustment for a compounded total of 2.765% (RES) or 5.06% (REM). Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 4.82% (RES) or 7.161% (REM). The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) October 1, 2017	89,446	92,909	96,371	99,829	103,289	106,753
Y) Wage Adjustment - October 1, 2018*	92,129	95,696	99,262	102,824	106,388	109,956
A) October 1, 2018*	93,972	97,610	101,247	104,880	108,516	112,155
B) October 1, 2019*	95,851	99,562	103,272	106,978	110,686	114,398
C) October 1, 2020	97,289	101,055	104,821	108,583	112,346	116,114
D) October 1, 2021	98,748	102,571	106,393	110,212	114,031	117,856

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

Effective Date	Step 7	Step 8	Step 9
§) October 1, 2017	110,208	113,671	117,132
Y) Wage Adjustment - October 1, 2018*	113,514	117,081	120,646
A) October 1, 2018*	115,784	119,423	123,059
B) October 1, 2019*	118,100	121,811	125,520
C) October 1, 2020	119,872	123,638	127,403
D) October 1, 2021	121,670	125,493	129,314

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.75% (RES) or 3% (REM) wage adjustment for a compounded total of 2.765% (RES) or 5.06% (REM). Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 4.82% (RES) or 7.161% (REM). The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) October 1, 2017	103,139	106,633	110,134	113,633	117,132	120,628
Y) Wage Adjustment - October 1, 2018*	106,233	109,832	113,438	117,042	120,646	124,247
A) October 1, 2018*	108,358	112,029	115,707	119,383	123,059	126,732
B) October 1, 2019*	110,525	114,270	118,021	121,771	125,520	129,267
C) October 1, 2020	112,183	115,984	119,791	123,598	127,403	131,206
D) October 1, 2021	113,866	117,724	121,588	125,452	129,314	133,174

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

Effective Date	Step 7	Step 8	Step 9
§) October 1, 2017	124,124	127,622	131,120
Y) Wage Adjustment - October 1, 2018*	127,848	131,451	135,054
A) October 1, 2018*	130,405	134,080	137,755
B) October 1, 2019*	133,013	136,762	140,510
C) October 1, 2020	135,008	138,813	142,618
D) October 1, 2021	137,033	140,895	144,757

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.75% (RES) or 3% (REM) wage adjustment for a compounded total of 2.765% (RES) or 5.06% (REM). Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 4.82% (RES) or 7.161% (REM). The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

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 his 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 (A) scale of rates at the rate shown immediately below his 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, he shall be paid in the new scale of rates at the rate shown immediately below his former rate, unless he was otherwise informed in writing prior to his appointment that a negotiated pay increase would not apply to him, in which case he shall be paid at the rate of pay nearest to but not less than the rate of pay at which he was appointed.

DS: Defence Scientific Service annual rates of pay

Note to Readers

Effective immediately,

1. All instances of the single barrier (“/”) and double barrier (“//”) appearing in the table of annual rates of pay for the [Defence Scientific Service](#) are deleted.
2. The [Pay Notes of the Defence Scientific Service](#) annual rates of pay in Appendix A are amended.

Table legend

\$) Effective October 1, 2017

X)* Wage adjustment effective October 1, 2018

A)* Effective October 1, 2018

B)* Effective October 1, 2019

C) Effective October 1, 2020

D) Effective October 1, 2021

DS - 1 - Annual Rates of Pay (in dollars)

Effective Date	Range / Step 1
\$) October 1, 2017	45,900 to 65,263
X) Wage Adjustment - October 1, 2018*	46,244 to 65,752
A) October 1, 2018*	47,169 to 67,067
B) October 1, 2019*	48,112 to 68,408
C) October 1, 2020	48,834 to 69,434
D) October 1, 2021	49,567 to 70,476

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.75% wage adjustment for a compounded total of 2.765%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 4.82%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

DS - 2 - Annual Rates of Pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2017	54,782	59,731	67,447	69,554	72,176
X) Wage Adjustment - October 1, 2018*					
	55,193	60,179	67,953	70,076	72,717
A) October 1, 2018*	56,297	61,383	69,312	71,478	74,171
B) October 1, 2019*	57,423	62,611	70,698	72,908	75,654
C) October 1, 2020	58,284	63,550	71,758	74,002	76,789
D) October 1, 2021	59,158	64,503	72,834	75,112	77,941

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.75% wage adjustment for a compounded total of 2.765%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 4.82%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2017	72,176	74,805	77,433/	80,056	82,687/
X) Wage Adjustment - October 1, 2018*	72,717	75,366	78,014/	80,656	83,307/
A) October 1, 2018*	74,171	76,873	79,574/	82,269	84,973/
B) October 1, 2019*	75,654	78,410	81,165/	83,914	86,672/
C) October 1, 2020	76,789	79,586	82,382/	85,173	87,972/
D) October 1, 2021	77,941	80,780	83,618/	86,451	89,292

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

Effective Date	Step 6	Step 7
\$) October 1, 2017	85,316	87,943
X) Wage Adjustment - October 1, 2018*	85,956	88,603
A) October 1, 2018*	87,675	90,375
B) October 1, 2019*	89,429	92,183
C) October 1, 2020	90,770	93,566
D) October 1, 2021	92,132	94,969

/ is applied as per the Defence Scientific Service Group Pay Plan, which is not a part of this collective agreement.

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.75% wage adjustment for a compounded total of 2.765%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 4.82%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) October 1, 2017	91,568	93,894/	96,215	98,543/	100,860	103,183/	105,507
X) Wage Adjustment - October 1, 2018*	92,255	94,598/	96,937	99,282/	101,616	103,957/	106,298
A) October 1, 2018*	94,100	96,490/	98,876	101,268/	103,648	106,036/	108,424
B) October 1, 2019*	95,982	98,420/	100,854	103,293/	105,721	108,157/	110,592
C) October 1, 2020	97,422	99,896/	102,367	104,842/	107,307	109,779/	112,251
D) October 1, 2021	98,883	101,394	103,903	106,415	108,917	111,426	113,935

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

Effective Date	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
§) October 1, 2017	107,822//	110,153/	112,470/	114,797/	117,117/	119,442
X) Wage Adjustment - October 1, 2018*	108,631//	110,979/	113,314/	115,658/	117,995/	120,338
A) October 1, 2018*	110,804//	113,199/	115,580/	117,971/	120,355/	122,745
B) October 1, 2019*	113,020//	115,463/	117,892/	120,330/	122,762/	125,200
C) October 1, 2020	114,715//	117,195/	119,660/	122,135/	124,603/	127,078
D) October 1, 2021	116,436	118,953	121,455	123,967	126,472	128,984

/ are applied as per the Defence Scientific Service Group Pay Plan, which is not a part of this collective agreement.

// are applied as per the Defence Scientific Service Group Pay Plan, which is not a part of this collective agreement.

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.75% wage adjustment for a compounded total of 2.765%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 4.82%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) October 1, 2017	110,640/	113,249/	115,861/	118,470/	121,081/	123,692/
X) Wage Adjustment - October 1, 2018*	111,470/	114,098/	116,730/	119,359/	121,989/	124,620/
A) October 1, 2018*	113,699/	116,380/	119,065/	121,746/	124,429/	127,112/
B) October 1, 2019*	115,973/	118,708/	121,446/	124,181/	126,918/	129,654/
C) October 1, 2020	117,713/	120,489/	123,268/	126,044/	128,822/	131,599/
D) October 1, 2021	119,479	122,296	125,117	127,935	130,754	133,573

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

Effective Date	Step 7	Step 8	Step 9	Step 10
§) October 1, 2017	126,603/	129,491//	132,335/	135,173
X) Wage Adjustment - October 1, 2018*	127,553/	130,462//	133,328/	136,187
A) October 1, 2018*	130,104/	133,071//	135,995/	138,911
B) October 1, 2019*	132,706/	135,732//	138,715/	141,689
C) October 1, 2020	134,697/	137,768//	140,796/	143,814
D) October 1, 2021	136,717	139,835	142,908	145,971

/ are applied as per the Defence Scientific Service Group Pay Plan, which is not a part of this collective agreement.

// are applied as per the Defence Scientific Service Group Pay Plan, which is not a part of this collective agreement.

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.75% wage adjustment for a compounded total of 2.765%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 4.82%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

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

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
§) October 1, 2017	127,136/	130,038/	132,943/	135,848/	138,756/
X) Wage Adjustment - October 1, 2018*	128,090/	131,013/	133,940/	136,867/	139,797/
A) October 1, 2018*	130,652/	133,633/	136,619/	139,604/	142,593/
B) October 1, 2019*	133,265/	136,306/	139,351/	142,396/	145,445/
C) October 1, 2020	135,264/	138,351/	141,441/	144,532/	147,627/
D) October 1, 2021	137,293	140,426	143,563	146,700	149,841

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

Effective Date	Step 6	Step 7
Y) October 1, 2017	141,653/	144,555
X) Wage Adjustment - October 1, 2018*	142,715/	145,639
A) October 1, 2018*	145,569/	148,552
B) October 1, 2019*	148,480/	151,523
C) October 1, 2020	150,707/	153,796
D) October 1, 2021	152,968	156,103

/ is applied as per the Defence Scientific Service Group Pay Plan, which is not a part of this collective agreement.

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.75% wage adjustment for a compounded total of 2.765%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 4.82%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

DS - 7 - Annual Rates of Pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
Y) October 1, 2017	138,457/	141,365/	144,272/	147,179	150,086
X) Wage Adjustment - October 1, 2018*	139,495/	142,425/	145,354/	148,283	151,212
A) October 1, 2018*	142,285/	145,274/	148,261/	151,249	154,236
B) October 1, 2019*	145,131/	148,179/	151,226/	154,274	157,321
C) October 1, 2020	147,308/	150,402/	153,494/	156,588	159,681
D) October 1, 2021	149,518	152,658	155,796	158,937	162,076

/ is applied as per the Defence Scientific Service Group Pay Plan, which is not a part of this collective agreement.

* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix I, for the period prior to the salary change, retroactive amounts owed resulting from rate changes will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.75% wage adjustment for a compounded total of 2.765%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to year 1 increases plus a 2% economic increase for a compounded total of 4.82%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases.

Pay notes

1. Effective October 1, 2018, 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, 2018, at a rate that is zero decimal seven five per cent (0.75%) higher than his former rate providing that the maximum rate in the DS-1 scale of rates is not exceeded.
2. Effective October 1, 2018, 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, 2018, at a rate that is two per cent (2.0%) higher than his former rate providing that the maximum rate in the DS-1 scale of rates is not exceeded.

3. Effective October 1, 2019, 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, 2019, at a rate that is two per cent (2.0%) higher than his former rate providing that the maximum rate in the DS-1 scale of rates is not exceeded.
4. Effective October 1, 2020, 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, 2020, at a rate that is one decimal five per cent (1.5%) higher than his former rate providing that the maximum rate in the DS-1 scale of rates is not exceeded.
5. Effective October 1, 2021, 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, 2021, at a rate that is one decimal five per cent (1.5%) higher than his former rate providing that the maximum rate in the DS-1 scale of rates is not exceeded.
6. (Updated March 2023) Subject to pay notes 7 and 8, 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.
7. 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 his date of appointment provided that the employee has earned at least twenty-six (26) weeks’ pay immediately prior to the increment date if he is entitled to annual increment consideration on April 1.
If an employee does not meet the requirements above, he shall not be eligible for his first (1st) pay increment consideration until the next following applicable increment date of April 1.
8. (Updated March 2023) 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.
9. (Updated March 2023) Notwithstanding pay notes 2, 3, 4 and 8, 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, he shall be paid in the new scale of rates at the rate shown immediately below his former rate, unless he was otherwise informed in writing prior to his appointment that a negotiated pay increase would not apply to him, in which case he shall be paid at the rate of pay nearest to but not less than the rate of pay at which he was appointed.

****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****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. Commencing on October 1, 2018, and ending September 30, 2022, 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, 2022.

Signed at Ottawa, this 1st day of the month of June 2017.

The Treasury Board of Canada

Sandra Hassan

Patricia Phee

The Professional Institute of the Public Service of Canada

Debi Daviau

Appendix “C”

Memorandum of Understanding: Red Circling

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 *Regulations Respecting Pay on Reclassification or Conversion* where the Regulations are 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.
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 *Retroactive Remuneration Regulations*.
 - 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 his 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 he 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 his 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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[Annex “C”: role of PSC in administering surplus and lay-off priority entitlements](#)

General

Application

This appendix applies to all 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 lay-off (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. Lay-off entitlements begin on the actual date of lay-off.

affected employee (employé touché)

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

alternation (échange de postes)

occurs when an opting employee (not a surplus employee) 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 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*, and also means his or her official designate.

education allowance (indemnité d'étude)

is one of the options provided to an indeterminate employee affected by normal workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The education allowance is a lump-sum payment, equivalent to the Transitional Support Measure (see

Annex “B”), plus a reimbursement of tuition from a recognized learning institution, book and relevant equipment costs, up to a maximum of fifteen thousand dollars (\$15,000).

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.

lay-off notice (avis de mise en disponibilité)

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

layoff priority (priorité de mise en disponibilité)

a person who has been laid off is entitled to a priority, in accordance with subsection 41(5) of the PSEA with respect to any position to which the Public Service Commission (PSC) is satisfied that the person meets the essential qualifications; the period of entitlement of this priority is one (1) year as set out in Section 11 of the *Public Service Employment Regulations* (PSER).

opting employee (employé optant)

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.

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 possible, 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 by the PSC, pursuant to 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 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 (employé excédentaire)

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

surplus priority (priorité d'employé 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 d'employé excédentaire)

an indeterminate employee is in surplus status from the date he or she is declared surplus until the date of lay-off, until he or she is indeterminately appointed to another position, until his or her 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 Transition Support Measure 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 d'employé 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.

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 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 to carry out its periodic audits.

References

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

- *Financial Administration Act*
- Pay rate selection (Treasury Board homepage, Organization, Human Resource Management, Compensation and Pay Administration)
- *Values and Ethics Code for the Public Service*, Chapter 3: Post-Employment Measures
- Employer regulation on promotion
- *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 Integrated Relocation Directive*
- *Travel Directive*

Enquiries

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

Responsible officers in departmental or organizational headquarters may, in turn, direct questions on the application of this appendix to the Senior Director, Excluded Groups and Administrative Policies, Labour Relations and Compensation Operations, Treasury Board Secretariat.

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 minimise 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 his or her 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 lay-off 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.

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 (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 his or her 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 his/her 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 he or she 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 lay-offs to a minimum, and lay-offs 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 his or her 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 individuals, 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 Integrated Relocation Directive*.

1.1.21 For the purposes of the *NJC Integrated 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 lay-off 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.

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.

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.

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 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.

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, surplus 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 lay-off notice at least one month before the proposed lay-off 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, he or she shall be subject to lay-off 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:

- 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 employee's perspective;

- d. preparation of a curriculum vitae or resumé;
- e. the employee's rights and obligations;
- f. the employee'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 employee (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 lay-off);
- h. the likelihood that the employee 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 Transition Support Measure, an education allowance;
- j. the options for employees 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 employees 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 employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity;
and
- p. advising employees of the right to be represented by the Institute in the application of this appendix.

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

1.2.1 It is the responsibility of the Treasury Board Secretariat 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 Public Service Commission's (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 Treasury Board Secretariat with information related to the administration of priority entitlements which may reflect on departments' or organizations' level of compliance with this directive,
and
- b. provide information to the bargaining agents 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 Commission. For greater detail on the PSC's role in administering surplus and lay-off priority entitlements, refer to Annex C of this document.

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 (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 resumé);
- 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 the 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 bargaining agent 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 bargaining agent 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 the Assistant Secretary (or delegate), Labour Relations and Compensation Operations, Treasury Board Secretariat, 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 Chief Executive Officer of each bargaining agent 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.

3.1.4 Although departments or organizations will endeavour to respect employee location preferences, nothing precludes the department or organization from offering the relocated position to employees in receipt of a guarantee of a reasonable job offer from their deputy heads, 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.

4.2.3 Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee.

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 his or her 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 lay-off 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, an employee who is guaranteed a reasonable job offer, is also guaranteed, subject to the 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.

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, he or she 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 he or she was 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 his or her 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 (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 Transition Support Measure or the education allowance option, the employee is ineligible for the TSM or the education allowance

6.1.6 A copy of any letter issued by the Employer under this part or notice of lay-off pursuant to the *Public Service Employment Act* shall be sent forthwith to the President of PIPSC.

6.2 Voluntary programs

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 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 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 Transition Support Measure 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. 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 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.

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 *Public Service Employment Act*. 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 (a).
 - iii. When a surplus employee who has chosen, or who is deemed to have chosen, Option (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 he or she would have received had they chosen Option (b), the Transition Support Measure.
 - iv. Departments or organizations will make every reasonable effort to market a surplus employee during the employee's surplus period within his or her preferred area of mobility,

or
- b. Transition Support Measure (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 Transitional Support Measure (see Option (b) above) plus an amount of not more than fifteen thousand dollars (\$15,000) 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 (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 *Public Service Employment Act*.

6.4.2 Management will establish the departure date of opting employees who choose Option (b) or Option (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 (b) and (c)(i), the employee relinquishes any priority rights for reappointment upon acceptance of his or her resignation.

6.4.5 Employees choosing Option (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.

6.4.6 All opting employees will be entitled to up to one thousand dollars (\$1,000) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial, and job placement counselling services.

6.4.7 An opting employee 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 mandatory equipment, for which he or she 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 (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 *Financial Administration Act*, or is hired by the new employer within the six (6) months immediately following his or her 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 l'employé)

is the termination of employment referred to in paragraph 12(1)(f) of the *Financial Administration Act* (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.

In cases of ADI, the parties will conduct meaningful consultation on human resources issues related to the ADI in order to provide information to the employee which will assist him/her 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 6.5, 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 *Financial Administration Act* 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 *Financial Administration Act* 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 Her 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. Her 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, Her 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”

Years of service in the public service	Transition Support Measure (TSM) (payment in weeks' pay)
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
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

Years of service in the public service	Transition Support Measure (TSM) (payment in weeks' pay)
36	31
37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	07
45	04

For indeterminate seasonal and part-time employees, the TSM will be pro-rated 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 Lay-off 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 Treasury Board Secretariat with information related to the administration of priority entitlements which may reflect on departments’ or organizations’ and agencies’ level of compliance with this directive.
3. The PSC will provide surplus and laid-off individuals with information on their priority entitlements.
4. The PSC will, in accordance with the *Privacy Act*, provide information to bargaining agents on the numbers and status of their members who are in the Priority Administration 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 bargaining agents on referrals of surplus employees and laid-off persons in order to ensure that the priority entitlements are respected.

Public Service Commission “[Guide to the Priority Information Management System](#)”

Memorandum of Agreement with Respect to a Joint Working Group to Study Departments’ Voluntary Departure Guidelines and Procedures for Workforce Adjustment Situations

This memorandum is to give effect to the agreement reached between the Employer and the Professional Institute of the Public Service of Canada in respect of employees in the Applied Science and Patent Examination, Architecture, Engineering and Land Survey, Audit, Commerce and Purchasing, Computer Systems, Health Services and Research bargaining units.

To address the issues raised at the common workforce adjustment table concerning the establishment of voluntary departure programs in departments prior to workforce adjustment situations involving five (5) or more employees working at the same group and level, the Employer and the Professional Institute of the Public Service of Canada agree to establish a joint working group to meet within ninety (90) days of the signing of the agreement(s), to assemble and evaluate existing departmental voluntary departure guidelines and procedures.

In consultation, the working group will report to the parties within twelve (12) months of the signing of the agreement regarding best practices for addressing voluntary departures prior to workforce adjustment situations.

Within sixty (60) days of the working group's report, The Employer shall issue a communiqué to the head of human resources of each department or organization containing the best practices identified by the working group. A copy will be sent to the President of PIPSC.

All costs associated with the working group will be the responsibility of each party.

****Appendix “E”**

Memorandum of Agreement Between the Treasury Board and the Professional Institute of the Public Service of Canada with Respect to Scientific Integrity

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.

The Treasury Board of Canada

Sandra Hassan

The Professional Institute of the Public Service of Canada

Debi Daviau

****Appendix “F”**

Memorandum of Agreement on Supporting Employee Wellness

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

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

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

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

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

Process

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

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

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

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

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

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

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

Appendix “G”

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

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 with Respect of the Defence Scientific Service (DS) Pay Plan and Salary Administration System

This memorandum of understanding (MOU) is to give effect to the agreement reached between the Government of Canada and the Professional Institute of the Public Service of Canada (hereinafter referred to as “the parties”) with respect to the Defence Scientific Service Group Pay Plan and the DS Career Progression Framework (commonly known as the DS Salary Administration system (SAS)).

The parties recognize the need to evaluate the effectiveness and appropriateness of all elements of the Defence Scientific Service Group Pay Plan/SAS, including the challenges inherent due to the broad range of work performed by employees within the DS subgroup.

To that end, the parties will create a joint committee to review the existing system and structures in place within the Defence Scientific Service Group Pay Plan/SAS. This joint committee will have a long-term focus and commitment from senior leadership of the parties, such as assistant deputy ministers or senior elected officials of PIPSC. This joint committee will meet on a regular and ongoing basis, report on progress and obtain timely feedback from senior leadership.

The joint committee will be established within 180 days of signing of this MOU and will be comprised of an equal number of Employer representatives (from DND) and Union representatives. The committee will be co-chaired jointly by a representative from the Employer (from DND) and the Union and together they will co-develop the terms of reference for the committee. Recommendations will be adopted by mutual agreement of the parties. The terms of reference may be amended by mutual consent.

The joint committee shall examine the following matters in support of recommendations on the Defence Scientific Service Group Pay Plan/SAS:

- single and double barriers;
- mechanisms for granting pay increments;
- the DS independent recourse mechanism;
- guidance and support to employees in the promotion process;
- consistency and transparency in the evaluation of promotion cases;
- the effects of extended leave periods, such as maternity/parental leave and sick leave or leave under the Employee Wellness Support Program;
- the provision of appropriately detailed feedback on which criteria the employee met and did not meet;
- the membership of the DS Career Progression Committee;
- best practices involving incumbent based systems in the federal public sector;
- the integration of the elements of the DS Pay Plan into the larger DS career progression framework in consultation with the bargaining agent;

- the interaction between the public service performance agreement processes and the DS professional development assessment review processes;
- the nature of the assignment of new types of duties to DS subgroup as they relate to promotion criteria since the Pay Plan was last revised;
any other matter relating to the Defence Scientific Service Group Pay Plan/SAS the joint committee determines is relevant and in its interest to examine.

The Employer will grant leave with pay for Union business for employees engaged in these meetings of the committee, including reasonable travel time.

The committee shall endeavour to complete its work in two (2) years from the creation of the joint committee. Timelines in this MOU may be extended by mutual agreement of the parties. The parties agree if an agreement is not reached within two (2) years from the creation of the joint committee, or at any time before that time, to jointly appoint a mediator.

Effective on the date of signing of the collective agreement, the DS Pay Plan will be under the direct authority and responsibility of the DND, in the same fashion as other career progression frameworks established by the deputy head in consultation with the authorized bargaining agents.

Before implementing any changes to the Defence Scientific Service Group Pay Plan/SAS, Public Services and Procurement Canada (PSPC) will provide an assessment of feasibility so that the parties are confident that the proposed changes will not result in added complexity or implementation issues impacting negatively the DS group. To that effect, changes will be implemented prospectively, with no retroactive implications.

Required changes identified by the parties from this review, as well as consequential changes required to the collective agreement, will be implemented at their earliest opportunity.

The collective agreement will be automatically reopened to incorporate any committee recommendations regarding the single and double barriers, as well as any consequential changes to pay notes. The implementation and coming into force of any changes to the single and double barriers will occur at the soonest opportunity, subject to PSPC concurrence regarding pay administration feasibility.

****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

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. Calculation of retroactive payments

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

acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.

- e. Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.

2. Implementation

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

3. Employee recourse

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

****Appendix “J”****Memorandum of Understanding Between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada with Respect to Gender-Inclusive Language**

This memorandum is to give effect to the agreement reached between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada regarding the review of language in the AV, CS, NR, RE, SH and SP collective agreements.

Both parties are committed to and support gender neutrality and inclusivity. To that end, the parties commit to, during the life of the above-noted collective agreements, establishing a Joint Committee to review the collective agreements to identify opportunities to render the language more gender-inclusive. The parties agree that any changes in language will not result in changes in application, scope or value.

Both parties acknowledge that gender inclusivity is more difficult to achieve in the French language compared to the English language, but are committed nonetheless to further supporting and increasing gender neutrality and inclusivity in the collective agreement.

The Joint Committee agrees to begin their work in 2020 and will endeavour to finalize the review by December 2021. These timelines may be extended by mutual agreement.

****Appendix “K”****Memorandum of Understanding Between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada with Respect to Workplace Harassment**

This memorandum is to give effect to the agreement reached between the Treasury Board and the Professional Institute of the Public Service of Canada (the Institute).

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

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

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

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

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

This memorandum expires upon issuance of the new directive or September 30, 2022, whichever comes first.

****Appendix “L”****Memorandum of Understanding Between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada with Respect of the Common Pay Administration**

This memorandum is to give effect to an agreement reached between the Employer and the Professional Institute of the Public Service of Canada (the Institute) regarding consultation on the development of the next-generation human resources (HR) and pay system.

Both parties recognize the challenges of the Phoenix pay system. A Joint Union-Management Consultation Committee on Next-Generation HR and Pay System has been established to advance the mutual goal of discussing and identifying opportunities and considerations for a potential next-generation HR and pay system that meets the legitimate needs of the Employer and the employees.

This memorandum will confirm the Employer’s commitment to continue consultation with the Institute on the next-generation HR and pay at the Joint Union-Management Committee with respect to the development of a next-generation HR and pay system.

This memorandum of understanding expires on September 30, 2022.

****Appendix “M”**

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

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 is agreed that leave with pay granted under the above-noted clauses for Union business will be paid for by the Employer, pursuant to this 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 percent (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 percent (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 expired on September 30, 2022, or upon implementation of the next-generation HR and pay system, whichever comes first, unless otherwise agreed by the parties.

****Appendix “N”**

Memorandum of Agreement Between the Treasury Board 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

Vacation leave accrual rate prior to deeming (i.e., 40-hour workweek) (CM) (hourly credits per month)	Vacation leave accrual rate post deeming (i.e., 37.5-hour workweek) (PSE) (hourly credits per month)
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 of Canada (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.